

**COLLECTIVE BARGAINING  
AGREEMENT**

**REGIONAL SCHOOL DISTRICT EIGHTEEN  
AND  
REGIONAL SCHOOL DISTRICT EIGHTEEN  
FEDERATION OF  
NON-CERTIFIED PERSONNEL  
LOCAL 6365**

**AFT-CT AFL-CIO CLC**

**JULY 1, 2018 – JUNE 30, 2021**

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THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July 2018 by the REGIONAL SCHOOL DISTRICT EIGHTEEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the REGIONAL SCHOOL DISTRICT EIGHTEEN FEDERATION OF NON-CERTIFIED PERSONNEL, LOCAL 6365, (hereinafter referred to as the "Federation"), affiliated with the AFT Connecticut of the American Federation of Teachers.

## **ARTICLE I** **PREAMBLE**

**SECTION 1.** This agreement is negotiated in accordance with § 7-467 of the General Statutes of the State of Connecticut as amended.

## **ARTICLE II** **RECOGNITION**

**SECTION 1.0.** The Board of Education recognizes the Union as the sole and exclusive bargaining representative for wages, hours and other terms and conditions of employment for those employees of the Board who are employed by the Board in the following positions: 12-month, 11-month and 10-month (full and regular part-time) Secretaries, Instructional Assistants, Tutors, Computer Technicians, Library Aides, Technology Facilitators, Maintenance/Custodial Personnel, Accounts Payable Clerk, Payroll Clerk, and District Tech Specialist excluding Supervisors, Confidential Employees, Certified Teachers, Members of Other Certified Bargaining Units, Administrative Officials, Board and Commission Members, Department Heads, Temporary Employees and Seasonal Employees as defined by MERA.

As positions are added to or deleted from the bargaining unit in the future, the parties shall amend this recognition clause accordingly, and issues as to whether changes concerning the contours of the bargaining unit are appropriate that cannot be resolved by the parties shall be resolved by petition in accordance with applicable provisions of MERA.

**SECTION 1.1.** The Board agrees not to negotiate or attempt to negotiate with another Union concerning employees in the bargaining unit, except as permitted or required by law. The Union accepts such recognition and agrees to represent equally all employees without regard to Union membership or payment of dues or fees.

**SECTION 1.2.** The Union recognizes the Board and its authorized representatives as the sole and exclusive Employer of the employees in the bargaining unit, and the Union agrees not to negotiate or attempt to negotiate with any other entity or group other than the authorized representative of the Board concerning wages, hours and other terms and conditions of employment.

**SECTION 1.3.** As used herein, "employee" means an employee of the Region #18 Board of Education who is a member of the bargaining unit, whether full-time or regular part-time. The terms "full-time employees", "part-time employees" and "temporary employees" are defined under Article XXI, Section 1.



“Union,” or “Federation” means AFT, Connecticut, AFT, AFL-CIO CLC and its agents, and the Regional School District #18 Federation of Non-certified employees and their representatives; “Board,” “School District,” or “Employer” means the Regional School District #18 Board of Education and its agents and representatives, including but not limited to the Superintendent of Schools; “Superintendent” means the Superintendent of Schools or designee, or other administrators designated and authorized to act for the Superintendent or the Board. “Year” as used in this Agreement shall mean the Board’s fiscal year of July 1<sup>st</sup> - June 30<sup>th</sup>, unless a contrary meaning of the word “year” is clearly indicated.

### **ARTICLE III** **AMENDMENT**

This Agreement shall not be altered or amended except in writing signed by properly authorized representatives of both the Board and the Federation, which amendment shall be appended hereto and become a part hereof. It is recognized and agreed that neither party has any obligation to negotiate amendments or modifications to this Agreement during its term. Amendments or modifications must be approved by the full Board of Education and by a vote of the full Union membership.

### **ARTICLE IV** **MANAGEMENT RIGHTS**

The Board shall continue to retain its rights, powers and authorities so vested by law, unless specifically limited by the express provisions of this contract. The Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority, whether express or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the express provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of the management of the affairs of the school system and direction of the working force.

The exclusive functions and rights of the Board include, but are not restricted to, the right: to establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to determine and, from time to time, re-determine the number of employees to be employed; to create and eliminate bargaining unit positions; to employ, promote, demote, transfer, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to assign work; to determine shifts, work schedules and hours of work; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to establish policies for the governance of the schools and their employees and from time to time to change or amend such policies; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and, from time to time, change rules and regulations concerning discipline and the performance of work.

## **ARTICLE V**

### **SEVERABILITY**

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established competent legal jurisdiction, the remainder of this agreement not affected by the invalidation shall remain in full force and effect. In the event of such a ruling of invalidity, the parties shall promptly renegotiate over the affected provisions.

## **ARTICLE VI**

### **EMPLOYEE SALARIES**

**SECTION 1.** Employee salaries, less required and other permitted authorized deductions, shall be paid in accordance with the provisions of Appendices A - E.

The wage rates set forth in Appendices A - E set forth an increase of two and one-quarter percent (2.25%) in year one of the contract (retroactive to July 1, 2018 – June 30, 2019), two percent (2%) in year two of the contract (July 1, 2019 – June 30, 2020) and one and three-quarter percent (1.75%) in year three of the contract (July 1, 2020 – June 30, 2021).

Additionally, employees not on the top step of the applicable salary schedules shall move up one (1) step in year two of the contract (July 1, 2019 – June 30, 2020) and one (1) step in year three of the contract (July 1, 2020 – June 30, 2021).

Unless otherwise agreed between the Board and the Union, paychecks will be issued bi-weekly.

## **ARTICLE VII**

### **NON-DISCRIMINATION**

**SECTION 1.** This Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, sexual orientation national origin, political affiliation, qualified handicap, Union membership or activity or lack of Union activity or membership, or other applicable unlawful discriminatory standard.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to the grievance and arbitration procedure set forth herein under Article XXVIII.

**SECTION 2.** Whenever the masculine or feminine form of any pronoun is used in this Agreement, it is understood that the reference includes both male and female employees, unless a contrary intention is indicated.

## **ARTICLE VIII**

### **INSURANCE BENEFITS**

#### **ELIGIBILITY**

Insurance benefits are provided to full-time and regular part-time non-certified employees who are members of the bargaining unit and who, on average, work a minimum of thirty (30) hours per week during the applicable contract year.

#### **CHANGE IN CARRIER**

Reference to named insurance carriers in this Agreement shall not require the Board of Education to continue to provide coverage through such carriers. Instead, the Board of Education may provide insurance under a different policy or policies provided that the different insurance is comparable when viewed as a whole. Prior to implementing any change in carrier, the Board will notify the Federation of its intention to change carrier(s), and the Superintendent will, on request, meet with the President of the Federation to explain and discuss the proposed change. If the Federation challenges the comparability of the alternate coverage, the parties will immediately proceed to binding arbitration over the issue of whether or not the coverage offered by the Board is comparable to the current coverage when viewed as a whole. Said arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association and all costs of the AAA and the arbitrator will be shared equally by the parties. The arbitrator's decision shall state whether or not the alternate coverage is comparable with the current coverage when the proposed change is viewed as a whole. The status quo will be maintained in terms of coverage pending the arbitrator's decision, unless otherwise agreed by the parties.

#### **VOLUNTARY WAIVER OF INSURANCE COVERAGE**

Except as set forth below, members of the bargaining unit who are eligible for medical insurance coverage under this Agreement may voluntarily elect in writing to waive and thus terminate such coverage, in whole, provided that such waiver does not conflict with the rules, regulations or other requirements of the appropriate insurance. Employees electing such a waiver shall receive periodic cash payments from the Board in the amount of two thousand five hundred dollars (\$2,500.00) per year while the waiver is in effect. Life insurance coverage for eligible employees shall not be terminated by a waiver and shall remain in effect.

In order to exercise this waiver option, employees must apply in writing to the Superintendent not later than June 30<sup>th</sup> in any year, with such waiver to be effective the following July 1<sup>st</sup>. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board and the carriers and also by proof of suitable alternative medical insurance coverage. If the waiver is acceptable to the Board and the applicable insurance carrier(s), it shall be effective as of July 1<sup>st</sup> and shall remain in effect until revoked as provided below. Employees whose waiver applications are acceptable shall receive periodic payments of the waiver amount as determined by the Board.

The waiver language set forth herein shall only be available to employees who are not

covered under any health insurance plan offered by the Board.

There shall be an annual open enrollment window of June 1<sup>st</sup> – June 30<sup>th</sup> at which time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing July 1<sup>st</sup>. All such reinstatements shall be subject to all the rules of the applicable insurance carrier(s), including, but not limited to, any mandatory waiting periods.

**SUMMARY OF COVERAGE** – See also the insurance summary attached as an Appendix G.

The Board will provide a High Deductible Health Plan (HDHP) to eligible employees that elect to participate. The program shall be offered on a contract year basis.

For the July 1, 2018 through June 30, 2019 contract year, the HDHP shall have a two thousand dollar (\$2,000.00) single and four thousand dollar (\$4,000.00) two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met, there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$5 Generic/\$25 Brand Name/\$40 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to an 80% plan/20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of two thousand dollar (\$2,000.00) for the individual and four thousand dollar (\$4,000.00) for the family, for a combined in-and-out-of-network out-of-pocket maximum of four thousand dollar (\$4,000.00) for the individual and six thousand eight hundred fifty (\$6,850.00) for the family.

For the July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021 contract years, the HDHP shall have a two thousand dollars (\$2,000.00) single and four thousand dollars (\$4,000.00) two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met, there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$5 Generic / \$25 Brand Name / \$40 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply). The prescription drug plan will be the CIGNA standard 3 tier prescription drug list as long as the Board continues to utilize CIGNA as their carrier for health insurance. Should the Board decide to use another carrier, a similar prescription drug plan will be utilized.

Out of network services will be subject to a 70% plan/30% member coinsurance to a combined in-and-out-of-network coinsurance maximum of two thousand dollar (\$2,000.00) for the individual and four thousand dollar (\$4,000.00) for the family, for a combined in-and-out-of-network out-of-pocket maximum of four thousand dollar (\$4,000.00) for the individual and six thousand eight hundred fifty (\$6,850.00) for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. The Board agrees to contribute fifty percent (50%) of the deductible in year one of the

contract (July 1, 2018 through June 30, 2019); fifty percent (50%) of the deductible in year two of the contract (July 1, 2019 through June 30, 2020) and forty-five percent (45%) of the deductible in year three of the contract (July 1, 2020 through June 30, 2021).

In each year of the contract, one-half (½) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1<sup>st</sup> and one-half (½) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about January 1<sup>st</sup>.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable plan year.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Upon an employee's reaching the age of sixty-five (65), the employee shall have the option of either: (1) the Board provided health insurance plan(s); or (2) enroll in Medicare in lieu of the Board provided health insurance plan(s).

If the employee elects to enroll in a Board provided health insurance plan and such plan is a HDHP, in lieu of a deposit to a HSA bank account, the Board will provide the employee with the same amount that it provides other eligible employees toward the deductible for the HDHP (less applicable state and federal withholdings).

Such amount will be distributed to the employee in accordance with the deposits toward employee's HSA bank accounts, as set forth above.

If the employee elects to enroll in Medicare, the employee will receive the waiver set forth herein.

The employee will pay the following percent of the premium costs for coverage via payroll deduction:

<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
17.5%	18%	18.5%

Additionally, the Board will provide the following:

- Blueview Vision
- Full Service Dental Insurance with Rider A (with the employee being responsible for the premium share contribution set forth above).

The Board of Education will also provide the following insurances at no cost to the employee:

- Full Term Life and Accidental Death and Dismemberment Insurance with fifty thousand dollars (\$50,000.00) for the individual employee (to be eligible, employees must work one thousand (1000) hours per year).

### **RETIRING EMPLOYEES**

Retiring employees employed by Regional School District Eighteen who are eligible for insurance coverage who have qualified for retirement and are receiving pension payments under the pension plan may continue to participate in one (1) or more group health insurance plans maintained by Regional School District Eighteen at the employee's expense. Premiums will be paid directly to the Board by the retired employee. Premium payments due by the employee shall be submitted to the Office of the Superintendent of Schools no later than the fifteenth (15<sup>th</sup>) of each month. A one (1) week grace period will be granted for premium payment receipt before loss of coverage. All premium share payments plus set-up and administrative costs shall be paid by the employees.

Any retiree who is eligible for Medicare, either personally or as the spouse/dependent of another Medicare eligible person, must utilize Medicare as primary coverage, and shall not be permitted to continue coverage under Board of Education-provided insurance coverages.

### **INTERNAL REVENUE CODE 125**

If allowed by law, the Board shall adopt a plan under Internal Revenue Code 125 to provide for employee premium share contributions on a pre-tax basis.

### **HEALTH INSURANCE "AGE OUT" PROVISION**

Eligible dependents of insured employees may be covered as dependents as provided by applicable federal or state statute.

### **DESCRIPTION OF BENEFITS IN AGREEMENT OR ATTACHMENTS NOT AN INSURANCE POLICY**

It is agreed and understood that descriptions of insurance coverage and benefits in this Agreement and in the attached insurance Appendix are illustrative only and does not change or alter the provisions or coverages provided in the underlying insurance policies or programs. An

expanded explanation/description of insurance benefits is attached to this Agreement. It is understood and agreed that these explanation documents are not an insurance policy and is intended only as a description or summary of insurance coverage. Should there be any variance between the summary descriptions contained herein or on the attached Appendix and the provisions of the insurance policies, the policies shall prevail in all cases.

## **ARTICLE IX**

### **UNION BUSINESS**

**SECTION 1.** The Board shall allow time off with pay up to a total of ten (10) days in the aggregate for all employees each fiscal year (July 1<sup>st</sup> - June 30<sup>th</sup>) for officers and/or members for such Union business as attendance at conventions or educational conferences. Permission to attend such conventions or educational conferences must be submitted to the Superintendent in writing at least one month in advance of the anticipated absence from work.

**SECTION 2.** Members of the negotiating committee (not to exceed two (2) employees) shall receive full pay for the time spent conducting contract negotiations with the Board, provided that negotiations are, by agreement of the Board and the Union, scheduled to occur during their scheduled working time.

**SECTION 3.** Not more than two (2) employees designated by the Union as members of the grievance committee shall receive full pay for time spent attending grievance hearings before the Board at the Board level, and/or the American Arbitration Union (AAA), provided the designated employees are scheduled to work at such times.

The grievance committee shall consist of not more than two (2) members of the Union for the purposes of this section. The Federation shall notify the Superintendent of the names of the members of the Grievance Committee in writing during the month of September of each year. Written request to attend grievance hearings at the Board level or Arbitration hearings on paid status in accord with this section must be filed with the Superintendent in advance, otherwise they shall be unpaid.

## **ARTICLE X**

### **PERSONAL INJURY BENEFITS**

Workers' compensation payments are limited to the amounts payable under the state workers' compensation program. Employees must report all work-related injuries to the Employer immediately, first verbally and then on such forms as the Employer shall prescribe.

The employee shall receive his/her full pay less any workers' compensation payments as a salary continuation only until an initial eligibility determination is made by the workers' compensation carrier. While receiving salary continuation benefits from the Board, the employees shall sign over to the Board any workers' compensation checks received. If an employee's injury or condition is covered by workers' compensation, all payments to the employee subsequent to that initial determination will be made by the school district's workers' compensation insurance carrier.

If it is determined that an employee's injury or condition is not covered by workers' compensation, any time absent from work will be retroactively applied to the employee's accumulated sick time. If there is inadequate sick time available, other leave provisions, such as vacation, will be charged so the employee will continue to receive pay until all leave is exhausted.

## **ARTICLE XI** **SICK LEAVE**

Sick leave is defined as time taken by full or part-time regular employees for personal illness and/or the illness of an immediate family member. Immediate family is defined as an employee's: spouse, child, step child, grandchild, sibling, sibling-in-law, parent, parent-in-law, step parent, aunt, uncle, grandparent, and great-grandparent.

Sick leave for full-time regular employees shall be at the rate of fifteen (15) days per year cumulative to one hundred twenty (120) days, and sick leave for part-time employees as defined in this Agreement who work a minimum of twenty (20) hours/week shall be at the rate of ten (10) days per year cumulative to eighty (80) days.

If the employee chooses to miss work to care for an immediate family member who is ill he/she shall be charged with a sick day.

The Superintendent may require that absences beyond three (3) consecutive days, or any absences on sick leave which give rise to a reasonable suspicion that there may be an abuse of leave privileges, be justified by a note from the physician treating the employee (or the employee's family member, if applicable) as to the illness of the employee, or, in the case of sick leave taken to care for family members, as to the illness of the family member cared for, provided that all absences on sick leave on Friday, Monday or the work day immediately before or after a holiday or vacation must also be supported by a note from the treating physician for the illness that caused the absence from work if requested by the Superintendent in his/her sole and absolute discretion. Failure to provide such a note or the provision of an incomplete note may be the basis for discipline and/or unpaid time or other action deemed appropriate by the Employer.

Sick leave, including time taken from the sick leave bank, will be charged against the amount of Family Medical Leave Act (FMLA) to which the employee is entitled.

### **SICK LEAVE BANK**

A sick leave bank shall be provided to non-certified employees who are members of the bargaining unit at the start of each fiscal year. At the start of each fiscal year, each bargaining unit member shall contribute one-half sick day to the sick bank from his/her allotment of paid sick days. Prior to accessing the employee sick bank, employees will be required to utilize all accrued sick, personal and vacation time. Should circumstances arise wherein an employee may require more than his/her accumulated sick or vacation leave, said employee may submit a letter to the Superintendent's office requesting additional sick days from the Sick Bank (if any days are in the sick leave bank).



The Superintendent shall have the right to grant or deny requests in a particular case in his/her discretion, and the Superintendent's decision on a request shall not be subject to the grievance and arbitration procedure of this Agreement.

A maximum of twenty (20) sick bank days will be allowed per employee per year so long as the banked sick leave is sufficient to cover the claims. Should a special circumstance arise wherein an employee may require more than his/her accumulated sick leave plus twenty (20) sick bank days, said employee must submit an additional letter to the Superintendent for review and decision and, as provided above, decisions about entitlement to benefits under the sick bank shall not be subject to the grievance and arbitration provisions of this Agreement. Time taken from the sick leave bank will be deducted from an employee's FMLA entitlement. Sick leave contributions to the sick bank that are not used during the year in which they are made shall remain in the bank and carried over for subsequent fiscal years.

## **ARTICLE XII**

### **BEREAVEMENT AND PERSONAL LEAVE, ATTENDANCE AT WORK ON SNOW DAYS**

#### **SECTION 1. FUNERAL LEAVE**

Subject to the Superintendent's approval, full-time and regular part-time employees may be granted up to five (5) days' paid leave per death in the immediate family, with pay based upon the employee's normal working hours, for attendance at funerals and funeral related activities. The length of leave is at the discretion of the Superintendent.

Funeral leave shall be requested in writing at least forty-eight (48) hours in advance, except when the employee did not receive advance notice of the death within forty-eight (48) hours, in which case written permission must be filed as soon as possible after receipt of news of the death. Immediate family shall be defined as the employee's: spouse, child, step child, son-in-law, daughter-in-law, grandchild, great grandchild, parent, step parent, parent-in-law, sibling, sibling-in-law, grandparent, great-grandparent, aunt, and uncle.

#### **SECTION 2. PERSONAL LEAVE**

##### **Paid Personal Leave**

The Superintendent or her/his designee may grant personal leave to full-time and part-time employees after three months of employment in the School District, not to exceed four (4) days per year for full-time and three (3) days per year for part-time employees, non-cumulative from year to year, with at least forty-eight (48) hours written request required, except where it is impossible to do so, in which case written request shall be filed as soon as possible.

Paid personal leave may be granted only for pressing personal reasons that cannot be attended to during non-working hours.

In the event that a full-time employee does not use all of his/her paid personal days during the previous contract year, he/she shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a full-time employee have more than five (5) paid personal days.

In the event that a part-time employee does not use all of his/her paid personal days during the previous contract year, he/she shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a part-time employee have more than four (4) paid personal days.

### **Unpaid Personal Leave**

Part-time employees, who are eligible for three (3) personal days per contract year, may also apply for unpaid day(s) in accordance with the following:

- Prior to applying for an unpaid day, the employee must exhaust all of his/her paid personal days (or vacation days, if applicable);
- The application for unpaid personal day(s) must be submitted two (2) calendar weeks prior to the requested days (except for attendance at the birth or adoption of the employee's child or in an emergency);

Approval of any unpaid personal days shall be at the sole discretion of the Superintendent. The Superintendent may approve unpaid personal days for the following specific reasons:

1. Attendance at the birth or adoption of the employee's child;
2. Attendance at the graduation of the employee, the employee's spouse or child;
3. Attendance at the marriage of the employee, his/her child, parent, sibling or grandchild;
4. Attendance at a college visit with the employee's child;
5. Mandatory court appearances; and
6. Other pressing personal reasons that cannot be attended to during non-working hours as determined by the Superintendent.

A denial of a request for unpaid personal day(s) shall not be subject to the grievance and arbitration procedure. At the request of the Superintendent, proof of the reason(s) for the unpaid day(s) may be required.

If an employee's request for unpaid personal days is denied and the employee proceeds to take the day(s) off, the employee shall be subject to discipline.

### **Paid and Unpaid Personal Leave**

The Superintendent may deny employee requests for use of paid and unpaid personal days on the first or last day of the school year, the day before or after a holiday, the day before or after a school recess or during the last two (2) weeks of school.

### **SECTION 3. SNOW DAYS AND OTHER EMERGENCY SCHOOL CLOSINGS**

- A. The following language shall apply in the event of: (a) a snow day; (b) an emergency closing of school; (c) a delayed opening; and (d) an early closing:

#### **Maintenance and Custodial Employees:**

Maintenance and custodial employees are required to report to work and will not be paid if they do not report to work; vacation days for custodial and maintenance staff will not be approved unless the day(s) has been approved in advance, in writing, by the Superintendent or his or her designee.

If a maintenance or custodial employee calls in sick, he/she may, at the Superintendent's discretion, be required to furnish a note from his/her treating physician for the illness that caused the absence before he/she is granted a paid sick day.

#### **Clerical Employees:**

Clerical personnel (including the Computer Technician and the District Tech Specialist) are expected to report to work; employees who are unable to get to work or who are excused by the Superintendent, in writing, may choose to take the day without pay or take a vacation or personal day.

Absent any election by the employee, the day shall be without pay.

Clerical employees who call in sick may, at the Superintendent's discretion, be required to furnish a note from his/her treating physician for the illness that caused the absence opening to the fact that illness precluded the employee from working.

If the governor declares a state of emergency and as a result of such declaration the State of Connecticut closes its' roads and highways, clerical employees shall receive remuneration for the day(s) based on the employee's regular work day schedule (provided he/she was scheduled to work on such day). Under such circumstances, the employee will not be charged a vacation or personal day.

#### **Other Personnel:**

Instructional Assistants, Technology Facilitators and Tutors shall receive no pay, unless eligible for paid leave as provided above. On days when there is a weather related late opening or early dismissal, Instructional Assistants, Technology Facilitators and Tutors who report to work

will be provided with an opportunity to work the hours missed due to the late opening or early dismissal during the same or the subsequent pay period as scheduled by the Superintendent or his or her designee.

B. When a maintenance or custodial employee is called in to work for snow removal during a snow storm either during non-work time or when school is closed, the Superintendent or his or her designee will make a reasonable effort not to require the employee(s) to travel during the peak hours of the snow storm.

### **ARTICLE XIII** **MATERNITY LEAVE**

An eligible employee shall be entitled to maternity leave in accordance with the applicable provisions of the federal Family and Medical Leave Act.

### **ARTICLE XIV** **CHILDREARING LEAVE**

**SECTION 1.** An employee may apply for an extended leave, without pay or benefits (except as set forth below), for purposes of childrearing leave for the birth or adoption of a child, for a period not to exceed one (1) year. An employee seeking such leave must submit a request, in writing, to the Superintendent for childrearing leave at least one (1) month in advance of the requested leave in order to ensure adequate coverage. Any leave approved by the Superintendent must begin within six (6) months of the birth or adoption of the child.

Employees on childrearing leave may continue their insurance coverage in effect entirely at their own expense by making monthly payments to the Board. If the employee returns to work from childrearing leave either during or upon exhausting his/her leave under the FMLA, he/she shall be provided with a position in accordance with the provisions of the FMLA. If the employee returns to work from childrearing leave after he/she no longer has a right to a position under the FMLA, the employee will be given any vacant position for which he/she applies and is certified and qualified; if no such position is vacant upon his/her return to work, the employee shall be placed on layoff status.

Childrearing leave shall run concurrently with an employee's FMLA entitlement. Accordingly, during up to the first twelve (12) weeks of childrearing leave, any paid leave the employee has available shall be applied so that the employee will continue to receive remuneration. Employees must return to work immediately upon the expiration of the leave or they will be considered by the Board and the Union to have voluntarily quit.

### **ARTICLE XV** **LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1.** An employee who has served one (1) or more years in the Regional School District Eighteen school system may be granted or denied a request for an extended leave of absence

without pay and without benefits upon submission of a written request for such leave to the Superintendent, provided that, if granted, the employee may continue his/her insurance coverage, if applicable, in effect entirely at his/her own expense during the leave by making full monthly payments to the Board.

An "extended leave of absence" shall be defined as a period of a minimum of one (1) month.

Such leaves must be applied for at least one (1) month in advance and will be approved or denied by the Superintendent at his/her discretion. In the event that such request is denied, it shall not be subject to the grievance and arbitration procedure set forth herein under Article XXIX.

If the leave is granted and the purpose of the leave is a qualifying event, as defined in the FMLA, it shall be designated as leave under the FMLA and run concurrently with FMLA leave for up to a twelve (12) week period.

**SECTION 2.** An employee on an approved extended leave of absence that ends with the conclusion of the school or fiscal year (June 30<sup>th</sup>) must notify the Superintendent of Schools by March 1<sup>st</sup> of his/her intention to return to a non-certified position at the beginning of the next school or fiscal year.

If the approved leave ends midway through the school year, at the end of the first semester, an employee must give such notification to the Superintendent by September 1<sup>st</sup> of his/her intention to return at the start of the second semester. All employees must return to work on the expiration of a leave of absence, or they shall be deemed by both Employer and Union to have voluntarily terminated their employment.

## **ARTICLE XVI** **JURY SERVICE LEAVE**

An employee who reports for jury duty shall be paid his/her regular pay less jury duty pay for up to ten (10) work days of such duty, in the event that he/she is selected to serve jury duty. Accordingly, this payment shall apply only for those days when the employee is either initially called and reports for jury duty or actually serves as a juror, as supported by court documentation.

The employee will inform the Superintendent of Schools in writing within one (1) day of being notified of the jury duty and shall report to work immediately upon being released from jury duty.

## **ARTICLE XVII** **MILITARY LEAVE**

**SECTION 1.** Military leave will be granted only to employees who have worked under this contract for one (1) or more days.

## **SECTION 2. RESERVE MILITARY TRAINING**

Reservists who are ordered to active duty for training or active service purposes will receive the difference between their regular salary and the amount received for reserve training when they miss scheduled work during periods of compulsory military training, not to exceed pay for one month each year. Military orders to duty and pay records must be furnished to the Employer so appropriate payment may be made.

**SECTION 3.** Any employee entering compulsory military service shall be eligible for reinstatement to work with the Board as provided by applicable law.

## **ARTICLE XVIII** **CREDIT ON SALARY SCHEDULE**

If the employee's salary scale/schedule has annual steps, a newly hired employee or an regular employee who has missed work on an approved leave of absence shall receive a full year credit for purposes of advancement on the salary schedule, provided the employee has actually worked for one day more than one-half of the days during the employee's scheduled work year; otherwise no step advancement will occur.

If the employee's salary scale/schedule has annual steps, an employee whose performance is less than satisfactory may be denied step advancement by the Superintendent.

Withholding of step advancement may be challenged through the grievance procedure of this Agreement.

## **ARTICLE XIX** **POSTINGS AND OPPORTUNITIES**

**SECTION 1.** The President of the Federation shall, upon written request filed with the Superintendent, be notified by the appropriate administrator regarding changes in the assignments for employees for the following school year. If conditions arise where changes are to be made during the summer, the President of the Federation shall, upon written request to the Superintendent, be notified as soon as possible.

**SECTION 2.** It is recognized that, during the course of a school year, opportunities in the form of transfers, vacant positions that the Board decides to fill and the filling of newly created positions may arise for members of the bargaining unit.

Positions that the Board decides to fill shall be posted electronically.

Open positions may also be advertised outside of the bargaining unit. Posted/advertised open positions shall set forth the job title and/or requirements, other applicable information, and the procedure for application. The Superintendent shall determine the qualifications of all candidates, which shall include evaluations and/or recommendations, education, training, previous related

experience, attendance and interview (if conducted) and/or meeting the qualifications for the position, as posted, of all applicants.

**SECTION 3.** If applicants are equally qualified as determined by the Superintendent, in his discretion, preference shall be given in the first instance to members of the bargaining unit over applicants who are not members of the bargaining unit, and as between applicants who are members of the bargaining unit, preference among equally qualified applicants shall be given by seniority; however, the Board and the Union recognize and agree that situations may arise where the needs of the District and/or the students dictate that the more senior employee should remain in his/her position, in which case the position will be awarded to a less senior qualified candidate or to an outside qualified candidate if there are no equally qualified internal candidates.

**SECTION 4.** If the applicants are not equally qualified, the position shall be given to the person found by the Superintendent to be most qualified.

**SECTION 5.** All postings required under this Article shall be made within a reasonable time after such openings are known and that the Board determines are to be filled.

**SECTION 6.** Employees shall have five (5) working days to apply for openings except where a longer period is stated on the posting or where, by mutual agreement of the parties, it is necessary to post for less than the prescribed period of time. All applications shall be in writing.

**SECTION 7.** The Union President shall receive notice, via email, of any and all postings.

The Union President shall be notified, via email, of the name(s) of any person(s) selected for the posted position(s) within two (2) calendar weeks of the selection, unless the parties agree to extend the period of time for such notice.

## **ARTICLE XX** **DUES DEDUCTION**

### **DUES DEDUCTION AND CONTINUED REQUIRED PAYMENT FOR CONTINUED EMPLOYMENT**

#### **SECTION 1. AGENCY FEE REQUIREMENT**

All employees employed by the Regional School District No. 18 Board of Education who are members of the bargaining unit covered by this Agreement shall, as a condition of continued employment, join the Union and pay union dues and fees and costs or, if the employees elect not to join the union, pay a service fee to the Union. Said service fee shall be equal to the proportion of Union dues uniformly required of employees to underwrite the costs of collective bargaining, contract administration and grievance adjustment. Employees must determine whether they wish to join the Union or pay the service fee within thirty (30) calendar days of the first day of work.

## **SECTION 2. DEDUCTIONS**

The Board agrees to deduct from the wages of each member an amount equal to the Union membership dues or service fee by means of payroll deductions. The amount of the membership dues deduction from each paycheck shall be equal to the total Union membership dues divided by the number of annual paychecks. The amount of the Union service fee deduction from the wages of non-members shall be equal to the total service fee divided by the number of annual paychecks. The amount of Union membership dues and service fee shall be certified by the Union to the Board of Education annually and also whenever there is a change in dues or fee during the year.

## **SECTION 3. SUBSEQUENT EMPLOYMENT**

Those employees whose employment commences after the start of the school year shall pay dues or fees prospectively only. Dues or fees deductions shall begin at the start of the next month after completion of the initial 30 days of employment.

## **SECTION 4. FORWARDING OF MONIES**

The Board of Education agrees to forward to the Union each month a check for the amount of money deducted during that month. The Board may include with such check a list of employees for whom such deductions were made.

## **SECTION 5. LISTS**

No later than the first paycheck in October of each school year, the Board of Education shall provide the Union with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Union monthly of any changes in said list. If such monthly list is not received within two (2) weeks of their due date, the Union must request them in writing.

## **SECTION 6. HOLD HARMLESS**

The Union agrees to indemnify and to save the Board of Education harmless against any and all claims, demands, costs (including attorney's fees), suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with this article.

# **ARTICLE XXI** **HOURS OF WORK**

## **SECTION 1. EMPLOYEE CLASSIFICATION**

**Full-time employees**, also referred to as **Regular or Regular full-time employees** are those who regularly work forty (40) hours per week AND who also work forty-eight (48) to fifty-two (52) weeks per year.



**Part-time employees** also referred to as **Regular part-time employees** are those who regularly work less than 40 hours per week OR who work forty (40) hours per week but for less than forty-eight (48) weeks per year.

**Temporary employees** are those employees who work on a fill-in or short term, temporary basis for a specified period of time, whether full or part-time. Temporary employees are not members of the bargaining unit.

## **SECTION 2. INSTRUCTIONAL ASSISTANTS**

If a student requires extended supervision during the school day, such supervision will be determined on an as needed basis through the PPT process or otherwise by the Employer. Additional instructional assistance hours beyond an employee's original assignment must be approved by the Director of Special Services in writing, whether overtime costs are incurred or not. In general, the work year and work days for an Instructional Assistant will be the same as the student calendar and school days; however, they may be required to attend Professional Development days, with pay, upon adequate prior notice.

## **SECTION 3. OVERTIME**

Overtime work requirements may, from time to time, be required of an employee based upon the needs of the Board as determined by the Administration in its discretion. To the extent feasible and based upon the needs of the Board, reasonable efforts will be made to see that overtime work should be distributed equitably among qualified employees. All overtime work shall be approved in advance by the Superintendent or his/her designee. Time and one half shall be paid to eligible employees for authorized time worked in excess of forty (40) hours in a one-week period. Employees who work less than forty (40) hours per week shall be paid at their regular hourly rate for time worked in excess of their regular schedule up to a maximum of forty (40) hours per week, after which they will receive time and one half for hours worked in excess of forty (40) per week.

For purposes of computing overtime, approved absences on bereavement leaves, holidays, sick days, personal days, and vacation days shall be counted as hours worked. For work performed on a paid holiday, employees shall receive holiday pay plus double time rate for all hours worked on that day with a minimum of three hours.

For work performed on a paid holiday that school is not in session, employees shall receive holiday pay plus double time rate for all hours worked on that day with a minimum of three hours.

When a full-time non-certified employee is called in to work on an unscheduled workday or is called back to work after completing his/her regularly scheduled shift, the employee shall be paid for a minimum of three hours. This shall not apply for work scheduled in advance or if employees are advised prior to the end of their shift that they must return to work.

All employees are required to work their scheduled hours and shall be at their work station at the start of the shift and shall remain there until the end of the shift. The times of starting and ending work during working times shall be established by the Board. The Board may extend or

shorten the work day for employees, but the Board agrees, upon receipt of written request from the Federation, to negotiate over any substantial impact resulting from a substantial change in the lengthening or shortening of the workday for a substantial number of employees.

**SECTION 4.** As per the current practice, all employees will be provided a duty free paid lunch each day worked per week as established and scheduled by the Employer.

## **ARTICLE XXII** **JOB DESCRIPTIONS**

The administration shall develop written job descriptions for all positions. The job descriptions shall be kept on file in the Board office and made available to each employee upon being hired. When new positions are created or when position requirements change, the compensation for such positions shall be established by the Superintendent or his designee after discussion with the Federation President, and negotiations concerning initial compensation shall take place, if negotiations are requested in writing by the Federation within two weeks of the aforesaid discussion.

## **ARTICLE XXIII** **ANNOUNCEMENT OF SCHOOL CALENDAR**

The Board agrees to disclose to the Federation the proposed annual school calendar prior to the time that official action to approve the calendar is taken. The entire purpose of this advance notice is one of communication, and the decision of the Board regarding the school calendar as such is final and not subject to grievance or negotiation.

## **ARTICLE XXIV** **VACATIONS AND HOLIDAYS**

**SECTION 1.** The following holidays shall be paid holidays to full-time twelve (12) month employees:

- A.
  - 1. New Year's Day
  - 2. Dr. Martin Luther King, Jr.'s Birthday (observed)
  - 3. President's Day
  - 4. Floating holiday
  - 5. Good Friday
  - 6. Memorial Day (observed)
  - 7. Independence Day (observed)
  - 8. Labor Day
  - 9. Columbus Day
  - 10. Thanksgiving Day
  - 11. Day after Thanksgiving Day
  - 12. Christmas Eve
  - 13. Christmas Day

#### 14. Veteran's Day/Floating Holiday

The use of floating holidays shall be by mutual agreement between the employee and his/her immediate supervisor.

- B. Any other holiday so declared by vote of the Board of Education. In the event that any of the above holidays is celebrated on a day that school is in session, employees shall work that day and receive her/his straight hourly rate of pay and an alternate holiday shall be established by the Superintendent after receiving input from the President of the Federation. C. In order to receive holiday pay, an employee must work the last full scheduled work day before and the next full scheduled work day after the holiday. Excuses may be granted by the Superintendent at his sole discretion based only upon written applications by the employee(s).

**SECTION 2.** The following holidays shall be paid holidays to part-time employees in accordance with established practice:

1. Thanksgiving Day
2. The Day after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Memorial Day

After one (1) year of employment, full-time non-certified bargaining unit personnel shall be entitled to receive ten (10) days paid vacation; after five (5) years of continuous service in the school district: fifteen (15) days of paid vacation; after ten (10) years of continuous service: twenty (20) days of paid vacation. The fiscal year date of employment shall be used to calculate an employee's length of service. Vacation days credited to the employee during his/her last year of employment shall be prorated for purposes of any pay out of vacation days.

#### **SECTION 3. TAKING VACATIONS**

Except as set forth under Article XII, Section 3, all vacations of five (5) or more consecutive days must be requested in writing at least four (4) weeks prior to the start of the requested vacation.

All vacation requests of one (1) day or two (2) consecutive days, must be requested in writing at least forty-eight (48) hours prior to the start of the requested vacation.

All vacation requests of three (3) or four (4) consecutive days, must be requested in writing at least two (2) weeks prior to the start of the requested vacation.

The Superintendent or his/her designee, in his/her discretion, may authorize a shorter period of time to submit the request than any of the periods set forth above for good cause shown by the employee, as determined by the Superintendent or his/her designee.

All vacations requests must be approved by the Superintendent or his/her designee prior to the commencement of the vacation. Accordingly, the Superintendent or his/her designee will advise the employee if the vacation request is approved or denied as soon as practicable in order to provide the employee with a timely response. The Superintendent or his/her designee reserves the right to deny any vacation based upon the operational needs of the Board.

Employees eligible for vacation must take their vacation each year and, if not, they shall be paid for their unused vacation at the end of the fiscal year, unless the employee has requested and received the approval of the Superintendent, in her/his discretion, to carry over up to five (5) days of vacation on an annual basis into the next fiscal year. Written request by the employee and a written response by the Superintendent is required in order to carry over any vacation days.

#### **SECTION 4. NEW HIRES**

Eligible employees hired after July 1<sup>st</sup> of any fiscal year shall be entitled to vacation prorated at .83 days per month for each full month of work, provided that no vacation shall be taken during the first six (6) months of employment. A full month of work is defined as commencing prior to the fifteenth (15<sup>th</sup>) day of the month.

The vacation is to be taken by June 30<sup>th</sup> of the fiscal year in which the employee was hired, however, employees shall not be eligible to use vacation days during the time periods set forth under Article XXIV, Section 10 herein. Such employees shall be entitled to ten (10) vacation days as of July 1<sup>st</sup> of the next fiscal year. For example, an employee hired on October 2<sup>nd</sup> would receive seven and one-half (7.5) days of vacation in the year of hire (nine (9) months at .83 days per month). An employee hired on October 19<sup>th</sup> would receive six and six-tenths (6.6) days of vacation in the year of hire (eight (8) months at .83 days per month).

**SECTION 5.** After one (1) year's employment, part-time employees who work year-round, but not less than twenty (20) hours a week on a regular basis, are entitled to a maximum of two (2) weeks paid vacation, based upon a pro-ratio of normal hours worked in a day.

**SECTION 6.** School year employees who transfer to a full-time year-round position shall be granted credit for their regular years of employment. School Year Service x 10/12 - service for determining allowable vacations (fractional equivalents shall be the higher number.)

**SECTION 7.** Through mutual written agreement of between an eligible employee and the Superintendent, in the event that the employee works in lieu of a scheduled vacation, the employee shall receive vacation pay in addition to regular pay for the time worked.

**SECTION 8.** When an employee eligible for vacation is not full-time, vacations shall not be taken when school is in session unless they have written approval in advance from the Superintendent or his designee.

**SECTION 9.** Secretaries, custodians, and maintenance employees may not take vacation days during the following periods of time: the last week of school, the week after school closes, the week before school opens and the first week of school, unless the employee has written approval

from the Superintendent.

**SECTION 10.** Employees may not take sick leave on the work day immediately before or after a scheduled vacation period unless they submit a written statement from his/her physician treating the employee for the illness that caused the absence attesting to the employee's illness, if requested by the Superintendent in his sole discretion.

**SECTION 11.** A copy of the collective bargaining agreement between the Board and the Union shall be posted on the Board's website.

## **ARTICLE XXV** **MISCELLANEOUS**

**SECTION 1.** The Union will have a right to schedule Federation meetings in available Board meeting places during hours employees are not regularly working, after filing for in writing and receiving permission from the Superintendent's office. Employees on duty may not leave work to attend Federation meetings, unless approved, in advance, by the Superintendent or his/her designee.

**SECTION 2.** Employees who with prior authorization of the Superintendent use their personal vehicle during the course of their duties and experience an accident, shall have the cost of their deductible paid in full by the Board of Education provided that they are not at fault in the accident, not to exceed five hundred dollars (\$500.00) per incident.

If alcohol or drug usage by the operator of the employee's vehicle is found to have been involved in the incident, the Board's financial obligation regarding reimbursement under this article shall be null and void regardless of fault. Payment by the Board shall not be interpreted, claimed, or construed as an admission of fault, responsibility or liability on the part of the Board.

**SECTION 3.** The Board has the responsibility of seeing that accurate employee time records are created and maintained as provided by law and, in its discretion, may do this through time sheets, electronic or mechanical time recording devices or by other suitable means or methods.

**SECTION 4.** In any instance where the provisions of this agreement vest "discretion" in the Employer, Board or Superintendent or their designees as to any actions, inactions, or decisions, it is understood and agreed that the exercise of such discretion shall be confined wholly to the specific facts of the situation then presented, and that the exercise of discretion shall not establish or be claimed by either party as a precedent, guide or practice in any other case or cases, whether similar or dissimilar.

**SECTION 5.** All bargaining unit employees (current and new hires) shall be paid via direct deposit and receive a voucher for the direct deposit via email. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

## **ARTICLE XXVI** **SPECIALIST RATE**

Employees who demonstrate and prove through:

- (a) a certificate or degree that the Superintendent determines meets the “specialized skills” criteria established by the Board; or
- (b) training in specialized skill(s) such as Braille, proficiency in sign language or other skills as determined by the Superintendent in his/her sole discretion to be of particular value to the School District, may receive an additional wage payment of up to one dollar (\$1.00) ~~an~~ per hour while performing such specialized skill(s).

The rate of pay for specialized skills shall be in effect only for the contract year in which it is established and, if it is to be continued, must be authorized by the Superintendent for any future year(s). The Superintendent’s determinations concerning eligibility for and/or the amount of the specialized skills rate shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE XXVII** **SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL**

### **SECTION 1. DEFINITIONS**

- a. As used herein, the term “*days*” shall mean calendar days, except as noted otherwise.
- b. As used herein, the term “*employee*” shall apply to any employee of the Board who is a member of the bargaining unit who holds a position covered by this agreement, temporary employees being excluded.
- c. As used in this Agreement, the term “*seniority*” shall refer to the employee’s length of continuous unbroken service as an employee of the Regional School District Eighteen Board of Education in a bargaining unit position covered by this Agreement.

### **SECTION 2. PROBATIONARY PERIOD OF EMPLOYMENT**

- a. All newly hired employees must satisfactorily complete an initial probationary period of employment of ninety (90) working days, starting with the first day of work. Working days shall be defined as days the employee actually attends work. During the probationary period an employee may be discharged for any reason deemed appropriate by the Employer without challenge or protest by the Union or the employee, and the grievance and arbitration procedure of this Agreement shall not be available nor apply to any challenge to probationary terminations.

- b. During the probationary period of employment, an employee shall have no seniority or seniority-based rights. However, upon the satisfactory completion of the probationary period, the employee's seniority date shall be effective retroactive to the first day of work.

## **PROCEDURE**

1. In cases where the Board has eliminated or reduced a position, decided not to fill a vacant position or taken any other action that results in a layoff, prior to laying employee(s) off, the Board will give due consideration to its ability to affect position elimination and/or reduction in staff by reviewing any written requests that have been made by employees during the then current fiscal year for:

- a. voluntary retirements;
- b. voluntary resignations;
- c. voluntary transfer of existing staff members;
- d. voluntary leaves of absence.

The Board may, in its discretion, transfer or grant a leave to employees that might avoid a layoff, but shall not be required to transfer or grant leaves to employees in cases of reduction in force.

All decisions as to the qualifications of employees shall be made by the Superintendent of Schools.

**SECTION 3.** In the event the Board determines that it becomes necessary to reduce the work force, the Board shall first establish the position(s) to be eliminated. Thereafter, the following procedure shall be utilized in selecting the employee to be laid off:

- a. Temporary employees first, then Probationary employees second, shall be terminated on a system wide basis before more senior employees are laid off, provided that the more senior employees are fully qualified as determined by the Superintendent to replace the probationary employee. Temporary or probationary employees who are terminated due to being laid off shall not have recall rights under this Agreement. Thereafter, fully qualified part-time members of the bargaining unit facing layoff shall be permitted to displace ("bump") full-time members and move into full-time positions based upon seniority in order to avoid layoff and, likewise, fully qualified full-time employees may displace ("bump") part-time employees and move into part-time positions in order to avoid layoff, also based on seniority. In order to avoid layoffs, fully qualified full-time employees must accept part-time positions and fully qualified part-time employees must accept full-time positions. As stated above, no employee may displace another employee unless she/he is fully qualified to perform the work of the other employee as set forth in "c" below.
- b. Employees faced with layoff may thus displace ("bump") less senior employees in

either full or part-time positions, provided that they are fully qualified to perform the work of the position into which they are bumping. The employee(s) ultimately laid off shall be placed on the recall list.

- c. Qualifications shall be determined by the Superintendent in his/her discretion by reference to previous work experience, training, certification, education, prior performance, attendance record, and interview (if conducted). Interviews are not required but may be conducted by the Employer in its discretion. In order to be deemed minimally qualified to be considered for a position, an employee must have completed one (1) full year of non-certified employment in the job (position) to which the employee wishes to be assigned or bump into in order to avoid layoff, within the five (5) years immediately preceding the proposed layoff. Exceptions to this prior work requirement may be made by the Superintendent in certain instances in his sole and absolute discretion, and no precedent or practice shall be established or claimed due to his actions in such instances.

## **RECALL PROCEDURE**

**SECTION 1.** If an employee is laid off, the name of that employee shall be placed on a re-appointment (recall) list and remain on such list for a period of eighteen (18) months, beginning with the effective date of the layoff. If a bargaining unit position becomes open during such eighteen (18) month period beginning with the effective date of the layoff, and the employee on the recall list has been identified by the Superintendent as the person on the recall list who is the most senior employee on the recall list who is fully qualified to hold the open position, the employee will be notified of the offer of recall in writing by registered mail, sent to his/her last known address, prior to the anticipated date of re-employment. In determining whether an employee is fully qualified for re-appointment, the following criteria shall be considered, not in any order of priority, provided that full-time employees shall be required to claim part-time positions if no full-time positions for which they are qualified are available:

1. Seniority in the Regional School District Eighteen school system as defined in this Agreement;
2. Full qualification and ability to perform the work requirements of the open position, as determined by the Superintendent based on the same factors for determining full qualifications as set forth in sec. 3.c of this Article.

**SECTION 2.** The employee selected for and sent an offer of reappointment shall accept or reject the available job opening in writing within five (5) days from the mailing of the offer. If the employee rejects the appointment offer, or does not respond according to this procedure within five (5) days, the name of the employee will be removed from the recall list.



## **ARTICLE XXVIII** **GRIEVANCE**

**SECTION 1.** A grievance is hereby defined as a complaint by an employee, or the Federation, that there has been a violation, or a misinterpretation, of a specified provision of this Agreement. All grievances, in order to be valid, must be filed in writing within 10 working days of the occurrence giving rise to the grievance and must contain a plain statement of the action grieved, of the specific contract provision(s) claimed to have been violated, of the identity of the claimed violator(s) and a plain statement of the remedy requested. Terminations of probationary employees shall not be the subject of a grievance under this Agreement.

**SECTION 2.** A "grievant" shall mean either an individual employee, group of employees or the Federation, and the grievance shall be settled in the manner prescribed herein below:

### **SECTION 3. PROCEDURE**

1. **Step 1.** The grievant and/or the Federation President or his/her designee, shall, during the first five (5) working days following the occurrence giving rise to the grievance, first discuss the problem with the Principal or other immediate supervisor in an effort to resolve the grievance.

If the matter is not satisfactorily adjusted within said five (5) working days, the grievant and/or the Federation President, or his designee, shall submit the grievance in writing within ten (10) working days of the occurrence giving rise to the grievance to such immediate supervisor. The supervisor shall respond to the grievance in writing within five (5) working days of its submission to him/her by either denying or granting the grievance.

If a satisfactory adjustment is not thus effected with the immediate supervisor at Step 1, or if no response has been issued by the Supervisor within five (5) working days, the grievant shall submit the written grievance to the Superintendent of Schools at Step 2 within five (5) working days of the date of the supervisor's Step 1 decision, or if no decision is issued at Step 1, within ten (10) working days of the submission of the written grievance to the supervisor at Step 1. Any agreement reached to settle the grievance at Step 1 shall be reduced to writing and signed by the parties.

2. **Step 2.** Within ten (10) working days after the submission of the grievance to the Superintendent, the Federation President or his/her designee shall meet with the Superintendent or his/her designee in an effort to resolve the grievance. The Superintendent, or his/her designee, shall respond to the Federation President or his designee within ten (10) working days after the parties' Step 2 meeting. Any agreement settling said grievance shall be reduced to writing and signed by the parties.
3. **Step 3.** In the event that the grievant is not satisfied with the disposition of his grievance at Step 2, or in the event that no decision has been rendered within ten (10) working days after the parties met with the Superintendent or his designee, the

grievance shall be submitted to the Board of Education by filing an appeal to Step 3 in writing with the Board Chair and the Superintendent. Within fifteen (15) working days of receipt of the Step 3 grievance, the Board, or a committee of the Board, shall meet with the parties in an effort to review and attempt to resolve the grievance. The Board, or Board committee, shall review the grievance and render its decision within ten (10) working days after the Step 3 meeting.

4. **Step 4.** In the event that the grievance is not resolved satisfactorily at Step 3, or in the event no decision has been rendered within fifteen (15) working days after the grievance was first heard by the Board or Board committee, only the Federation, as opposed to the individual bargaining unit members, shall have the right to appeal the grievance to arbitration under this Article. In order to be valid, any appeal to arbitration under this Article must be filed in writing with the American Arbitration Association (AAA), within fifteen (15) working days after receipt of the Board of Education's response at Step 3 of this procedure, with a copy of the arbitration demand given to the Superintendent of Schools.

**SECTION 4.** The AAA shall hear the grievance under its rules and regulations, and the decision of the arbitrator shall be final and binding upon the parties as provided by law. The arbitrator shall hear and decide only one (1) grievance in a case; he/she shall be limited to interpreting the provisions of this Agreement; and he/she shall have no authority to add to amend, modify or disregard any of its provisions.

**SECTION 5.** The arbitrator's fee and any expenses incurred by the arbitrator or the AAA shall be shared equally by the Board and the Federation.

### **GENERAL PROVISIONS**

1. Failure at any step of this procedure to meet or to issue a decision within the specified time limits shall be deemed to be a denial of the grievance and shall permit the aggrieved or the Federation to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved and the Federation of the decision rendered, and such decision shall be binding upon the parties. The time limits specified at any step of the procedure may be extended in any particular instance by written agreement between the parties, except for the initial filing of the grievance.
2. Meetings held under this procedure shall be conducted at a mutually agreed time and place, which will afford necessary persons involved in the grievance to be present. When such meetings are held during the grievant's working hours, the grievant shall be excused without any loss of pay for the time he/she is in attendance at the meeting, provided that the grievant is scheduled to work. Not more than two members of the Union grievance committee shall receive pay for time spent attending grievance hearings at the Board Level (Step 3) and in attendance at AAA arbitration hearings, provided they are scheduled to be at work at such times. Other persons who are necessary witnesses in the grievance and who are working may also be excused at the sole discretion of the Superintendent.

3. The Federation representative shall be permitted, when otherwise free from his/her duty assignment, to investigate and process said grievance, but in so doing shall not interfere with other employees who are not on their non-working time.
4. No reprisals of any kind shall be taken by the Board, the Union, any administrator or employee against anyone by reason of participation or decision not to participate in the grievance procedure or for supporting of any participant thereto.
5. If in the judgment of the Federation President, or her/his designee, a grievance affects a group or class of employee, the Federation President, or his designee, may submit such grievance in writing directly to the Superintendent of Schools and the processing of such grievance shall be commenced directly with the Superintendent at Step 2. The same filing timelines shall apply as if the grievance was filed at Step 1.
6. All documents, communications and records used with the processing of a grievance should be filed separately from the personnel files of the participants.
7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Board and the Federation and given appropriate distribution by the Federation so as to facilitate operation of the grievance procedure.
8. Nothing in this Agreement will violate the statutory right of an employee to present a grievance to the Employer without assistance as provided in the Municipal Employees Relations Act.

## **ARTICLE XXIX**

### **EMPLOYEE DISCIPLINARY ACTION**

**SECTION 1.** A non-probationary employee shall not be disciplined, be given a written reprimand, demoted, reduced in compensation, denied an increment or suspended without reasonable and just cause.

Discipline will be imposed by the Superintendent or her/his designee or, in appropriate cases, by the Board of Education. If an employee is formally disciplined, he/she shall be provided with a copy of the formal discipline, in writing, at the time it is issued.

If any employee is questioned about a matter that may result in disciplinary action being taken, he/she shall have the right, upon request, to Union representation before questioning begins.

Nothing herein shall preclude the Board or the Superintendent from temporarily suspending an employee with pay and without prejudice on an interim basis when the employee is accused of wrongdoing, although such action shall not be required before the imposition of disciplinary action. Employees may be also suspended on an interim basis without pay after a preliminary hearing before the Superintendent has been held for the purpose of determining whether reasonable cause exists to believe that the employee has committed the conduct alleged. The employee may

choose to not attend or otherwise waive his/her right to attend the preliminary hearing.

**SECTION 2.** Any employee who is summoned to appear before the Board of Education by any school administrator shall be given such reasonable notice as the situation permits and shall be informed of the matter in regard to which his/her presence is required. If the employee desires, he may be accompanied by a Federation representative.

## **ARTICLE XXX** **RETIREMENT**

A retirement plan is in effect for eligible Non-Certified employees in the School District. The plan is paid for by the School District. All references to the employee retirement plan, pensions and retirement benefits in this Agreement are illustrative only and are wholly subject to the terms and condition of the actual retirement plan. Any claims, disagreements or controversies of any nature about employee retirement benefits, the retirement plan, coverage, eligibility or any other retirement matters shall not be subject to the grievance and arbitration procedure of this Agreement and instead must be taken up and addressed with the retirement plan administrator as provided in the retirement plan. The current rate paid into the retirement fund by the District is eight percent (8%). To be eligible for the non-certified retirement plan, an employee must work a minimum of one thousand (1,000) hours per year and must satisfy any other applicable eligibility requirements. Pension benefits become effective for employees on their one-year anniversary as an eligible employee.

## **ARTICLE XXXI** **TUITION ASSISTANCE**

**SECTION 1.** The District shall provide tuition reimbursement for each employee up to a maximum of two thousand dollars (\$2,000.00) per year for courses previously approved by the Superintendent that are part of an approved degree program at accredited colleges, universities or professional training schools leading to an education degree that enables one to be certified as a teacher in the State of Connecticut) or to a different degree that is job related. The approved degree program must be on file in the Business Office with Superintendent's signature of approval authorizing eligibility for program reimbursement. In order to receive reimbursement, proof of payment and grades must be submitted. Only courses with a letter grade of B or better or a number grade of eighty (80) or better are eligible for reimbursement. A request for prepayment may also be made to the Superintendent of Schools. All decisions about participation, value of courses to the District, job-related nature of courses, prepayment(s), and other employee participation issues shall be made by the Superintendent of Schools in her/his discretion, and the Superintendent's decision shall not be subject to the grievance procedure of this Agreement.

**SECTION 2.** It is further agreed that if any non-certified staff member, who receives tuition reimbursement pursuant to the provisions of this section, leaves the District on a voluntary basis within two years of the date of the last payment for tuition reimbursement, said staff member shall be required to reimburse the District for the cost of tuition for courses completed and reimbursed

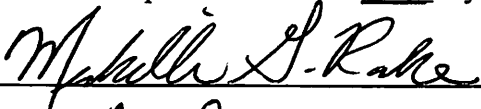

under the provisions detailed above.

**ARTICLE XXXII**  
**DURATION/SIGNATURE PAGE**

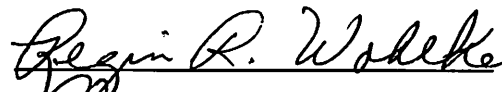
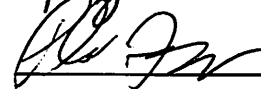
**SECTION 1.** This Agreement shall remain in full force and effect from July 1, 2018 to June 30, 2021 provided that if the Agreement is not ratified and signed by the parties prior to July 1, 2021 its provisions shall be in effect prospectively only from date of signing, provided that payment of wages to July 1, 2018 and premium share contributions will be made upon ratification. Additionally, in the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the limited purposes of negotiating a substitute health insurance plan and premium share contributions.

**SECTION 2.** Negotiations for the execution of a contract for the year commencing July 1, 2021 shall be initiated on or about February 1, 2021 upon the written request of the Union filed with the Superintendent, and negotiations shall take place thereafter at such time and place as may be agreed upon by the parties.

In Witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representative this 5<sup>TH</sup> day of SEPT, AD 2018.

**FOR THE REGIONAL SCHOOL  
DISTRICT EIGHTEEN  
BOARD OF EDUCATION**  
  
**(DULY AUTHORIZED)**

**FOR THE REGIONAL SCHOOL  
EIGHTEEN FEDERATION OF NON-  
CERTIFIED PERSONNEL, AFL-CIO-  
CLC, LOCAL 6365**  
  
**(DULY AUTHORIZED)**

## **APPENDIX A**

### **Clerical A Salary Schedule**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	16.14	16.46	16.75
2	17.09	17.43	17.74
3	18.04	18.40	18.72
4	19.00	19.38	19.72
5	19.97	20.37	20.73
6	20.92	21.34	21.71
7	21.86	22.30	22.69
8	24.50	24.99	25.43

In year one of the contract, there shall be no step movement. Effective July 1, 2019, all eligible employees not at step 8 shall move up one (1) step from their 2018-2019 step. Effective July 1, 2020, all eligible employees not at step 8 shall move up one (1) step from their 2019-2020 step.

Upon an employee's completion of his/her 10<sup>th</sup> through 19<sup>th</sup> years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20<sup>th</sup> through 29<sup>th</sup> years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30<sup>th</sup> and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1<sup>st</sup> on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1<sup>st</sup> of a contract year, he/she shall receive credit for a full year of service on June 30<sup>th</sup> of such contract year.

## **APPENDIX B**

### **Clerical B and Instructional Assistant Salary Schedule**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	12.69	12.94	13.17
2	13.49	13.76	14.00
3	14.28	14.57	14.82
4	15.09	15.39	15.66
5	15.89	16.21	16.49
6	16.68	17.01	17.31
7	17.47	17.82	18.13
8	19.39	19.78	20.13

In year one of the contract, there shall be no step movement. Effective July 1, 2019, all eligible employees not at step 8 shall move up one (1) step from their 2018-2019 step. Effective July 1, 2020, all eligible employees not at step 8 shall move up one (1) step from their 2019-2020 step.

Upon an employee's completion of his/her 10<sup>th</sup> through 19<sup>th</sup> years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20<sup>th</sup> through 29<sup>th</sup> years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30<sup>th</sup> and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1<sup>st</sup> on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1<sup>st</sup> of a contract year, he/she shall receive credit for a full year of service on June 30<sup>th</sup> of such contract year.

## **APPENDIX C**

### **Technology Facilitator/Tutor Salary Schedule**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	17.70	18.05	18.37
2	18.33	18.70	19.03
3	18.98	19.36	19.70
4	19.63	20.02	20.37
5	20.27	20.68	21.04
6	20.96	21.38	21.75
7	21.60	22.03	22.42
8	23.62	24.09	24.51

In year one of the contract, there shall be no step movement. Effective July 1, 2019, all eligible employees not at step 8 shall move up one (1) step from their 2018-2019 step. Effective July 1, 2020, all eligible employees not at step 8 shall move up one (1) step from their 2019-2020 step.

Upon an employee's completion of his/her 10<sup>th</sup> through 19<sup>th</sup> years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20<sup>th</sup> through 29<sup>th</sup> years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30<sup>th</sup> and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1<sup>st</sup> on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1<sup>st</sup> of a contract year, he/she shall receive credit for a full year of service on June 30<sup>th</sup> of such contract year.



## **APPENDIX D**

### **Maintenance Salary Schedule**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	21.50	21.93	22.31
2	22.39	22.84	23.24
3	23.28	23.75	24.17
4	24.18	24.66	25.09
5	25.07	25.57	26.02
6	25.94	26.46	26.92
7	26.83	27.37	27.85
8	29.44	30.03	30.56

In year one of the contract, there shall be no step movement. Effective July 1, 2019, all eligible employees not at step 8 shall move up one (1) step from their 2018-2019 step. Effective July 1, 2020, all eligible employees not at step 8 shall move up one (1) step from their 2019-2020 step.

Upon an employee's completion of his/her 10<sup>th</sup> through 19<sup>th</sup> years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20<sup>th</sup> through 29<sup>th</sup> years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30<sup>th</sup> and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1<sup>st</sup> on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1<sup>st</sup> of a contract year, he/she shall receive credit for a full year of service on June 30<sup>th</sup> of such contract year.

## **APPENDIX E**

### **Custodial Salary Schedule**

<b>Step</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
1	15.10	15.40	15.67
2	15.72	16.03	16.31
3	16.36	16.69	16.98
4	16.99	17.33	17.63
5	17.62	17.97	18.28
6	18.23	18.59	18.92
7	18.87	19.25	19.59
8	20.67	21.08	21.45

In year one of the contract, there shall be no step movement. Effective July 1, 2019, all eligible employees not at step 8 shall move up one (1) step from their 2018-2019 step. Effective July 1, 2020, all eligible employees not at step 8 shall move up one (1) step from their 2019-2020 step.

Upon an employee's completion of his/her 10<sup>th</sup> through 19<sup>th</sup> years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20<sup>th</sup> through 29<sup>th</sup> years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30<sup>th</sup> and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1<sup>st</sup> on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1<sup>st</sup> of a contract year, he/she shall receive credit for a full year of service on June 30<sup>th</sup> of such contract year.

## **APPENDIX F**

### **FLOATER STIPEND**

Bargaining unit employees assigned to floater positions for custodial and maintenance work shall be eligible for an annual stipend equal to seven hundred dollars (\$700.00) paid on a quarterly basis of one hundred seventy-five dollars (\$175.00).

In order to be eligible for the quarterly payment, the employee must be employed as a floater at the time of the payment for such quarter.

The stipend shall be paid as part of the first payroll checks in July, October, January and April.

**APPENDIX G**  
**Summary Description of Health Insurance**

## SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co.  
For - Eastern Connecticut Health & Medical Cooperative  
Open Access Plus Plan



**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 100%	Your plan pays 80%
<b>Maximum Reimbursable Charge</b>	Not Applicable	200%
<b>Contract Year Deductible</b>	Individual: \$2,000 Family: \$4,000	Individual: \$2,000 Family: \$4,000
<ul style="list-style-type: none"> <li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>Plan deductible always applies before any copay or coinsurance.</li> <li>All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.</li> <li>This plan includes a combined Medical/Pharmacy plan deductible.</li> </ul> <p><b>Note:</b> Services where plan deductible applies are noted with a caret (^).</p>		
<b>Contract Year Out-of-Pocket Maximum</b>	Individual: \$4,000 Individual – In a Family: \$4,000 Family: \$6,850	Individual: \$4,000 Individual – In a Family: \$4,000 Family: \$6,850
<ul style="list-style-type: none"> <li>The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</li> <li>After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> </ul>		

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Benefit	In-Network	Out-of-Network
<b>Physician Services</b>		
<b>Physician Office Visit – Primary Care Physician (PCP)/Specialist</b> <ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>NOTE:</b> Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)		
<b>Surgery Performed in Physician's Office</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Allergy Treatment/Injections Performed in Physician's Office</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Allergy Serum</b> <ul style="list-style-type: none"> <li>Dispensed by the physician in the office</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Cigna Telehealth Connection Services</b> <ul style="list-style-type: none"> <li>Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)</li> </ul>	After the plan deductible is met, your plan pays 100%	Not Covered
<b>Preventive Care</b>		
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.</li> </ul>	Plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Immunizations</b>	Plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Mammogram, PAP, and PSA Tests</b> <ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>	Plan pays 100%	Plan pays based on place of service.
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%

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Benefit	In-Network	Out-of-Network
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Outpatient</b>		
<b>Outpatient Facility Services</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Short-Term Rehabilitation - PCP</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Short-Term Rehabilitation - Specialist</b>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Contract Year Maximums: <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy, Chiropractic Care and Cardiac Rehabilitation – Unlimited days</li> </ul>		
<b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> <li>16 hour maximum per day</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician</li> <li>Includes related supplies</li> </ul>	Your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Routine Foot Disorders</b>	Not Covered	Not Covered
<b>Acupuncture</b> <ul style="list-style-type: none"> <li>Unlimited days maximum per Contract Year</li> </ul>	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%

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Benefit		In-Network	Out-of-Network
<b>Hearing Aid</b>		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> <li>Includes testing and fitting of hearing aid devices.</li> <li>Coverage through age 12</li> </ul>			
<b>Wigs</b>		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<ul style="list-style-type: none"> <li>Unlimited maximum per Contract Year</li> </ul>			
<b>Medical Specialty Drugs</b>			
<b>Inpatient</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Outpatient Facility Services</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.</li> </ul>		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Physician's Office</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.</li> </ul>		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
<b>Home</b>			
<ul style="list-style-type: none"> <li>This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.</li> </ul>		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%

### Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Laboratory</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100% ^	Plan pays 80% ^



## Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Radiology</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100% ^	Plan pays 80% ^
<b>Advanced Radiology Imaging</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Outpatient Facility Services	Covered same as plan's Outpatient Facility Services

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc.

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Emergency Care</b>	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^	
<b>Urgent Care</b>	Plan pays 100% ^		Plan pays 100% ^		Not Applicable*	

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Hospice</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Bereavement Counseling</b>	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

Note: Services provided as part of Hospice Care Program

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Maternity</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Abortion</b> (Elective and non-elective procedures)	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Family Planning - Men's Services</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^

Includes surgical services, such as vasectomy

<b>Family Planning - Women's Services</b>	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^	Plan pays 100%	Plan pays 80% ^
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Includes surgical services, such as tubal ligation  
Contraceptive devices as ordered or prescribed by a physician.



Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Infertility</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
<b>Bariatric Surgery</b>	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 80% ^
<b>Surgeon Charges Lifetime Maximum: Unlimited</b>										
Treatment of clinically severe obesity, as defined by the body mass index (BMI) is covered. The following are excluded:										
<ul style="list-style-type: none"> <li>medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.</li> <li>weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision</li> </ul>										
Note: Services where plan deductible applies are noted with a caret (^).										

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Cigna LifeSOURCE Transplant Network <sup>®</sup> Facility In-Network	Non-Lifefsource Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network <sup>®</sup> Facility In-Network	Non-Lifefsource Facility In-Network	Out-of-Network
<b>Organ Transplants</b>	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^	Plan pays 100% ^	Plan pays 80% ^

- Travel Maximum - Cigna LifeSOURCE Transplant Network<sup>®</sup> Facility: Unlimited

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	No charge ^	Plan pays 80% ^	No charge ^	Plan pays 80% ^	No charge ^	Plan pays 80% ^
<b>Substance Use Disorder</b>	No charge ^	Plan pays 80% ^	No charge ^	Plan pays 80% ^	No charge ^	Plan pays 80% ^

Note: Services where plan deductible applies are noted with a caret (^).

Notes: Detox is covered under medical.

- Unlimited maximum per Contract Year
- Services are paid at 100% after you reach your out-of-pocket maximum
- Inpatient includes Residential Treatment
- Outpatient includes Individual, Intensive Outpatient, Behavioral Telehealth Consultation, and Group Therapy; also Partial Hospitalization

## Mental Health and Substance Use Disorder Services

### Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- Complex Psychiatric Case Management



Pharmacy	In-Network	Out-of-Network
<b>Cost Share and Supply</b>		
<b>Cigna Pharmacy Cost Share</b> <ul style="list-style-type: none"> <li>Retail – up to 34-day supply (except Specialty up to 30-day supply)</li> <li>Home Delivery – up to 90-day supply (except Specialty up to 30-day supply)</li> </ul>	<b>Retail (per 34-day supply):</b> Generic: You pay \$5 Preferred Brand: You pay \$25 Non-Preferred Brand: You pay \$40  <b>Home Delivery (per 90-day supply):</b> Generic: You pay \$5 Preferred Brand: You pay \$50 Non-Preferred Brand: You pay \$80	<b>Retail:</b> You pay 20% Your plan pays 80%  <b>Home Delivery:</b> Not Covered
<ul style="list-style-type: none"> <li>Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.</li> <li>Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.</li> <li>When patient requests brand drug, patient pays the generic cost share plus the cost difference between the brand and generic drugs up to the cost of the brand drug (unless the physician indicates "Dispense As Written" DAW).</li> <li>Your pharmacy benefits share an annual deductible and out-of-pocket maximum with the medical/behavioral benefits. The applicable cost share for covered drugs applies after the combined deductible has been met.</li> <li>If you receive a supply of 34 days or less at home delivery (including a Specialty Prescription Drug), the home delivery pharmacy cost share will be adjusted to reflect a 30-day supply.</li> </ul>		
<b>Drugs Covered</b>		
<b>Prescription Drug List:</b> Your Cigna Legacy Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com. Some highlights: <ul style="list-style-type: none"> <li>Coverage includes Self Administered injectables and optional injectable drugs – but excludes infertility drugs.</li> <li>Contraceptive devices and drugs are covered with federally required products covered at 100%.</li> <li>Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges are covered.</li> <li>Lifestyle drugs are covered - limited to sexual dysfunction.</li> <li>Oral Fertility drugs are covered.</li> <li>Prescription vitamins are covered.</li> <li>Prescription weight loss drugs are covered.</li> <li>Prescription smoking cessation drugs are covered.</li> </ul>		

## Pharmacy Program Information

### Pharmacy Clinical Management

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements.
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- Your plan includes access to the TheraCare® program which works with customers to help them better understand their condition, medications and their side effects in addition to why it's important to take their medications exactly as prescribed by a physician.

## Additional Information

### Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

### eVisits

Relay Health provides an online consultation service, or "eVisit," with doctors. The eVisit guides patients through an interactive interview that delivers to doctors the information they need to respond to non-urgent conditions. Individuals pay a predetermined copay or coinsurance based on their benefit plan design. After the eVisit is completed, a claim is automatically submitted to Cigna for reimbursement.

### Health Advisor - A

Support for healthy and at-risk individuals to help them stay healthy

- Health Assessments
- Health and Wellness Coaching
- Gaps in Care Coaching
- Treatment Decision Support
- Educate and Refer

Included

### Maximum Reimbursable Charge

Out-of-network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (200%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.



## Additional Information

### Medicare Coordination

In accordance with the Social Security Act of 1965, this plan will pay as the Secondary plan to Medicare Part A and B as follows:

- (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);
- (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B **regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.**

### Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

### Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

In-Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% of covered expenses or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

**Pre-Existing Condition Limitation (PCL)** does not apply.

### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression



## Definitions

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Place of service** - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Professional Services** - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

## Exclusions

### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Expense (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Expense, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received. Provided further, if you use a coupon provided by a pharmaceutical manufacturer or other third party that discounts the cost of a prescription medication or other product, Cigna may, in its sole discretion, reduce the benefits provided under the plan in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts to which the value of the coupon has been applied by the Pharmacy or other third party, and/or exclude from accumulation toward any plan Deductible or Out-of-Pocket Maximum the value of any coupon applied to any Copayment, Deductible and/or Coinsurance you are required to pay.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies,

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## Exclusions

supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:

- o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
  - o The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self esteem.
  - The following services are excluded from coverage regardless of clinical indications: acupuncture; dance therapy, movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
  - Surgical or non-surgical treatment of TMJ disorders.
  - Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch. Additionally, charges made by a Physician for any of the following Surgical Procedures are covered: excision of unerupted impacted wisdom tooth, including removal of alveolar bone and sectioning of tooth; removal of residual root (when performed by a Dentist other than the one who extracted the tooth).
  - Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
  - Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
  - Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
  - Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
  - Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
  - Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
  - Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
  - Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
  - Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
  - Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.
  - Aids or devices that assist with non-verbal communications, including but not limited to communication boards, prerecorded speech devices, laptop



## Exclusions

- computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a non-participating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a non-participating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under the benefit section.
- Massage therapy.

### These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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# DISCRIMINATION IS AGAINST THE LAW

## Medical coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
PO Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1.800.368.1019, 800.537.7697 (TDD)  
Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>.



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