

AGREEMENT BETWEEN

REGIONAL SCHOOL DISTRICT #16

BOARD OF EDUCATION

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION

(UPSEU), LOCAL 424 - UNIT 46

on behalf of the

SCHOOL SECRETARIES, PARAPROFESSIONALS,

NURSES,

CUSTODIANS, FOOD SERVICE WORKERS,

MAINTENANCE PERSONS, HALL MONITORS AND

TECHNICAL SUPPORT TECHNICIANS

FOR THE PERIOD

July 1, 2017- June 30, 2020

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GENERAL

Subject to the provisions of the Agreement, the Union recognizes that the Board of Education and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the schools and the staff, under governing law, ordinances, policies, rules and regulations.

ARTICLE I **RECOGNITION**

The Board hereby recognizes the United Public Service Employees Union (UPSEU), Local 424 — Unit 46, as the exclusive bargaining representative of all regular full time and school year ten (10) and twelve (12) month Secretaries, Clerk Typists, Media Center Technicians, the Accounts Payable Clerk, the Payroll Clerk and Instructional and Clerical Paraprofessionals, all Head Custodians, Assistant Custodians, General Custodians, and maintenance persons, cook managers, assistant cooks, general kitchen workers, hall monitors, all school nurses, nurse's aide, and technical support technicians, working twenty (20) or more hours per week, excluding the Superintendent's Secretary, Assistant to the Business Manager, Cafeteria Aides, and Certified Personnel, in accordance with Connecticut State Board of Labor Relations, Case No. ME-3938, dated April 12, 1977; and the Connecticut State Board of Labor Relations Case No. ME-7637, dated January 21, 1983; and Connecticut State Board of Labor Relations Case No. 15,534, Decision 3160 dated November 23, 1993; and the Connecticut State Board of Labor Relations Case No. 15,888, decision 3165 dated December 14, 1993; and the Connecticut State Board of Labor Relations Case No. ME-16-708, Decision #3259, dated December 19, 1994, and Connecticut State Board of Labor Relations Decision #4511, dated March 11, 2011.

The Union shall furnish the Board with a list of its Officers by July 1 of each fiscal year and shall notify the Board, in writing, of any changes.

The Board shall furnish a copy of this Agreement to each employee of the Union.

ARTICLE II **GRIEVANCE PROCEDURE**

- A.
1. A grievance shall mean a written complaint by a member of the employee bargaining unit that his or her rights under the specific language of this Agreement have been violated or that as to him there has been a misapplication or misinterpretation of the specific provisions of this Agreement.
 2. An "aggrieved person" is the person or persons making the claim.
 3. A "party in interest" is the person or persons making the claim and any person or persons whom might be required to take action or against whom action might be taken in order to resolve the problem.

4. The term "days" except where otherwise indicated, means working days.
5. In instances where reference is made to the Superintendent or a specific individual, it shall be understood that such reference can mean his designated representative also.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the interpretations and application of the contract.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the Administration, or with any appropriate representative of the Association.
4. Any group shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose in this Article.

C. Time Limit

1. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party, or the organization, knew or should have known of the events or conditions on which it is based.
2. All grievances shall begin at the lowest appropriate level and move to the next identified level if the grievance has not been settled.

D. Submission

1. A member (or members) of the unit may submit grievances which affect them personally, and shall submit such grievances to the Building Principal.
2. At their request, the organization may submit any grievance that involves a group or class of members. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Superintendent or designee.

E. Procedure

1. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal, or if no response is received within one calendar week after the submission of a grievance, the aggrieved party may submit a copy of the

grievance to the Superintendent. Such submission shall be within five (5) days of the determination at this stage.

2. The Superintendent or his/her designated representative shall, at his/her discretion, confer with the grievant with respect to the grievance and deliver to the grievant a written statement of his/her decision not later than two weeks after his/her discussion with the aggrieved party(ies), or receipt of the grievance, whichever is later.

If no response is provided within the specified two weeks or if the aggrieved party(ies) is not satisfied with the Superintendent's decision, the aggrieved party(ies) may submit the grievance to the Board of Education within two weeks.

3. The Board or its Personnel Committee will confer with the aggrieved parties after the two (2) lower grievance levels have been employed. The Board shall deliver to the aggrieved parties a written statement of their position no later than one week after the next regularly scheduled Board meeting.
4. In the event the organization is not satisfied with the statement of the Board or its Personnel Committee with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association provide the parties with an arbitrator in accordance with their standard rules pertaining to voluntary arbitration.

F. Arbitration

1. The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties, subject to the provisions of Connecticut General Statutes. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
2. The cost for the services of the arbitrator will be borne equally by the school board and the organization.
3. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise would be available.

ARTICLE III
EVALUATION OF EMPLOYEES

A. Probationary Period

Appointments are considered probationary for the first six months of employment. Seniority rights do not apply during this period, but upon completion of this period, the employee's seniority date will revert to the first day of the probationary period.

During this period, an evaluation should be written by the employee's immediate supervisor and presented to the employee. (See Appendix E). If improvement in services is necessary, it should be stated clearly in this evaluation.

If need for improvement is expressed, the probationary period may be extended two (2) additional months. (See Appendix E). During this period the employee should be told whether or not he has shown improvement or continues to be unsatisfactory; at which time he will be warned that if he does not improve, his services will be terminated before the end of the probationary period. No employee shall be terminated after the completion of his probationary period without cause.

B. Annual Evaluation

Each employee may be evaluated annually. A copy of said evaluation is to be signed by the employee, signifying only that the evaluation has been seen, signed, and not necessarily approved of. The employee will be afforded the opportunity to place on record any statement he/she wishes to make about the evaluation. (See Appendix E).

ARTICLE IV
DISMISSAL/DISCIPLINE

- A. No employee shall be dismissed or suspended without pay for any arbitrary, capricious or unlawful reasons(s).
- B. A copy of any written reprimand will be placed in the employee's personnel file and copies shall be furnished to the employee and the Union Chapter President.
- C. After an employee's probationary period has been completed, an employee suspended or dismissed under this Article shall be given written notice by the Superintendent or his/her designee stating the reason for suspension or dismissal. A copy of the Superintendent's letter shall be placed in the employee's permanent record file.

ARTICLE V
VOLUNTARY/INVOLUNTARY TRANSFER

- A. When an opportunity for transfer occurs in an existing job classification, a notice for the opening will be posted, stating the job classification, rate of pay, the nature of the job requirements, and the deadline by which anyone wishing to apply for the position must notify the Superintendent's office.
- B. Employees wishing to apply for the transfer must do so in writing.
- C. The employer will fill the job opening, by selecting the most qualified applicant. The employer will include in the selection process an applicant's experience, training, ability and seniority.
- D. Transfers for the good of the school system, not resulting from a layoff, may be made for good causes. Whenever possible, such transfers shall be made to a position with equal number of hours and to an equivalent position from that which the bargaining unit member previously held. The employee being involuntarily transferred shall be given at least one week's notice prior to the transfer, and shall be informed in person by the Superintendent as to the reason for the transfer.

ARTICLE VI
LAYOFF

- A. For the purposes of layoff these are the current classifications:
 - 1. Secretaries and Clerk/Typists
 - 2. Payroll Clerk
 - 3. Accounts Payable Clerk
 - 4. Media Center Technicians
 - 5. Technology Support Technicians
 - 6. Paraprofessionals (Instructional/Media Center Paraprofessionals)
 - 7. RN's
 - 8. Head Custodians
 - 9. Custodians
 - 10. Maintenance
 - 11. Cook Managers
 - 12. Cooks
 - 13. General Kitchen Workers
 - 14. Security Staff
 - 15. Nurse's Aide
- B. If layoffs become necessary, the employees with the least seniority within the classifications affected shall be laid off first, however, in the case of the custodians, all temporary or seasonal employees shall be laid off prior to regular part-time employees and then regular full-time custodians, respectively.
- C. Within a classification, employees to be recalled will be recalled in inverse order of layoff. An employee will have recall rights for eighteen (18) months from the date

of layoff. An employee who refuses a recall offer or who does not respond within two weeks of the date of the recall offer shall be removed from the recall list. Throughout the period of recall, employees shall have the responsibility of providing the Board of Education with an accurate and current address. Notice of a recall offer shall be sent certified mail.

- D. For the purposes of this contract, seniority is defined as an employee's continuous length of service in a bargaining unit position in Regional School District No. 16, or the Prospect or Beacon Falls school system.
- E. Notwithstanding the above, any employee who is laid off shall have recall rights to a comparable position to that in which they were laid off, (i.e. full-time to full-time). For the purposes of this section, a refusal of a part-time position by a laid off full-time employee shall not constitute a refusal, and said employee shall remain on the top of the reemployment list until a comparable position is available during the recall period.

ARTICLE VII **RESIGNATIONS**

- A. Written notice of resignation must be filed with the Building Principal or the Superintendent at least two weeks in advance of separation. This notice should include the reason for the resignation.
- B. An employee who resigns in good standing is entitled to pay up to and including the last day of work. In the event an employee fails to give proper notice, as provided for herein, said employee shall not receive any vacation pay, unless this requirement is waived by the employer.
- C. Such waiver may be given for good and sufficient reasons, such as, but not limited to,
 - 1. Immediate transfer of the employee's spouse to another location,
 - 2. Documented illness or emergency situations.

ARTICLE VIII
INCLEMENT WEATHER

- A. When school students are dismissed early because of an emergency situation, such as snow, ice or other hazardous conditions, employees, except custodians, head custodians and maintenance persons, shall be excused, without loss of pay, 1/2 hour after all children within a school have left the school.
- B. In the event of an official announcement of a delayed opening of school, all bargaining unit employees, except nurses and instructional paraprofessionals, will be expected to report to work at their normal work time. Nurses and instructional paraprofessionals will be permitted to report to work later than their normal work time, consistent with the announced length of the delay, and will be paid for actual hours worked.
- C. If the Governor declares a snow emergency during which non-emergency vehicles are banned from state highways, twelve (12) month bargaining unit personnel shall not be required to report to work during such emergency, but will receive regular pay. If an employee (other than custodians, head custodians and maintenance persons) feels it would be unsafe to drive to work on a snow day that is not a snow emergency situation, the employee can stay home and receive no pay for that day.
- D. On days when school is canceled due to inclement weather or other emergency circumstances, the second shift for custodial and maintenance employees may be canceled at the discretion of the Director of Facilities. On such days, all second shift custodial and maintenance employees shall report to work at 8:00a.m. The shift differential set forth in Article IX, Section N shall apply to any second shift employee reporting on such days. If a second shift employee does not report to work for the first shift on such days, the employee will not be paid for that day, unless he/she uses a personal day for said absence. Such use of personal leave shall be limited to one employee per school from the second shift, on a seniority basis.

ARTICLE IX
DEFINITION OF EMPLOYEES

- A. Full-time, full year employees normally work five (5) days per week, a minimum of thirty-five (35) hours per week, and fifty-two (52) weeks per year. Custodian and maintenance employees normally work forty (40) hours per week.
- B. School year employees work a minimum of four (4) hours per day, one hundred-eighty-one (181) days per school year. On planned shortened days known as "Collaboration Days" in the District, Instructional Aides and Paraprofessionals shall be provided professional development and/or training. Instructional Aides and Paraprofessionals are required to attend such professional development and/or training and will be paid for a full, regular work day. Technology Support Technicians shall also be required to work full days on such Collaboration Days to assist with technological needs related to the professional development and/or training mentioned above. Except as noted in the preceding sentences, on planned early release days for students (including, but not limited to, exam days) all school

- year employees may be released when students are released from school. On such days, a school year employee may work his or her full day subject to the approval of his or her supervisor. In all cases, such employees shall be paid for the actual number of hours worked on such days.
- C. Regular part-time employees work at least twenty (20) and less than thirty-five (35) hours per week whether on a school year or a full time schedule.
 - D. The school nurses' work day begins fifteen (15) minutes prior to the scheduled arrival of the first morning school bus at the nurse's assigned school and ends fifteen (15) minutes after the departure of the last regularly scheduled bus in the afternoon. The nurses' work day includes a paid one-half hour lunch. The nurses' work year will consist of the days school is in session plus four (4) additional days for professional development and the processing of medical records. On days when there is a scheduled early dismissal of students, (i.e. parent/teacher conferences and days before a holiday) nurses will be required to work their normal day. On such days, nurses may submit a request to their building principal to work a reduced day. The principal will determine if the nurse(s) assigned to his/her school may work a reduced day. Nurses working a reduced day will only be compensated for the hours actually worked.
 - E. Daily hours for the maintenance supervisor are from 7:00 a.m. to 3:30 p.m. with a half-hour unpaid lunch. Assistant custodians will be scheduled as needed by Administrators. Daily hours for the head custodians will be determined by the needs of the building administration.
 - F. If an employee is called back to work outside his regularly scheduled work hours, he/she shall be paid a minimum of two (2) hours at their regular rate of pay (straight time or the hours actually worked at the prevailing overtime rate, whichever is greater). A minimum of four (4) hours of straight time pay will be provided for callback between 12:00 a.m. and 6:00 a.m. This shall not apply to any extension of a shift. All overtime work must have prior approval of the Superintendent or the Superintendent's designee. The terms of this provision shall apply to snow removal assistance on weekends and/or holidays. When an employee is called back to assist with snow removal on weekends and/or holidays, he/she is expected to report to work. Failure to report to such work more than once per every three snow removal assignments shall subject an employee to progressive discipline.
 - G. Employees required to work overtime shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. Part-time custodians will be paid at time and one-half for all hours worked in a snow removal assignment that is not within their normally scheduled shift even if they do not work in excess of forty (40) hours for that week or eight (8) hours per day.
 - H. Each building principal, after consultation with his building custodians, will prepare an overtime list. Any interested custodians may sign up. Overtime will be assigned on the basis of qualification and seniority with the most senior qualified

volunteer in the building receiving the assignment first, and rotating through the list. If there is no volunteer, the most junior custodian on the list will be assigned the work. Overtime work will be offered to qualified full-time employees within the union first and then to regular part-time employees within the union.

- I. Overtime for maintenance will be assigned on the basis of seniority and rotated through the list of maintenance employees.
- J. For the purposes of this article, holiday, vacation, and sick leave shall be included as hours worked. There shall be no pyramiding of overtime as related to section G.
- K. Employees may be placed in any Region 16 school location to meet emergency requirements as determined by the Superintendent or his/her designee. If it is necessary for an employee to fill a position at a higher pay level, such employees will be entitled to the higher rate of pay for that position after one (1) working day.

The Board shall fill all higher classification positions with current bargaining unit members, if qualified, and shall then employ substitutes for an equal number of hours for the bargaining unit member who was temporarily reassigned.

- L. Administrators, after discussion and agreement with their full year and summer employees, may adjust the summer hours of employment. Such adjustment may not include either an increase or decrease in the scheduled number of hours worked without the approval of the Superintendent.
- M. The Board agrees to negotiate any significant impact resulting from a reduction of working hours, including but not limited to change of benefits.
- N. The Board will annually appoint a Nursing Coordinator to coordinate the Region's nursing activities and ensure that the Region's nursing procedures and practices are consistent with current medical practice and meet all legal requirements. The Nursing coordinator will be a member of the nursing staff. The Nursing Coordinator, in recognition of his/her extra duties and the additional time required, will receive a stipend of \$1,500.
- O. The Board will employ third shift custodians if, in the opinion of the Board, such custodians are required. Second shift (a shift starting at 5:00 P.M.) custodians will receive their classification rate plus one (\$1.00) dollar per hour. Third shift custodians will serve from 11:00 P.M. to 7:00 A.M. Payment for third shift custodians will be at their classification rate plus two (\$2.00) dollars per hour.
- P. At the Board's discretion, one of the night shift assistant custodians may be assigned additional supervisory type duties. A night shift supervisory custodian will receive one dollar (\$1.00) per hour in addition to the differential paid for the night shift work.
- Q. In addition to his/her regular pay, the high school head custodian will receive a \$1750.00 annual stipend.

ARTICLE X
DISPLAY OF UNION MATERIAL

The Board shall provide a bulletin board, or space on an existing bulletin board, in the school for the display of Union material.

ARTICLE XI
AGENCY FEE AND DUES CHECK-OFF

1. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
2. Union dues shall be deducted by the employer from the paycheck of each employee who signs and remits to the employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
3. Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under section 4.
4. The employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment each month toward the cost of the administering and negotiating of this Agreement and servicing of grievance provisions. Objections to this section by any non-union employee may be made in writing to UPSEU, Local 424, for review.
5. The United Public Service Employees Union (UPSEU), Local 424 shall notify the Board of Education by August 1 of the total individual dues or agency service fees to be deducted during the coming school year. A membership list shall be submitted to the Board of Education by September 1 of each year of this contract
6. The Administration will deduct the applicable dues or agency service fees from each employee's pay on a bi-weekly basis in equal amounts from September to June. The amount of dues or agency service fee deducted under this Article, together with a list of employees, shall be remitted to UPSEU, Local 424, within a week after the payroll period in which such deductions made together with a list of employees and their addresses for whom any such deduction is made.
7. The Union shall indemnify the employer for any liability or damages incurred, including reasonable attorney fees, if the employer is directly named in a suit or action while in compliance with this Article. Any dispute between the Board of Education and the Union over what is "reasonable" shall be settled by submitting the dispute to expedited arbitration under the terms of Article II, section F, s/s 2 and 3.

ARTICLE XII
PERSONAL DAYS

Personal Days are available to employees for those compelling business situations which cannot be reasonably accommodated outside regular working hours.

- A. Each twelve (12) month employee of the bargaining unit is entitled to five (5) Personal Days, and each other member of the bargaining unit is entitled to four (4) Personal Days, per calendar or school year, whichever is applicable, and the employee shall be compensated for these days at his regular rate of pay. Part-time employees will be granted Personal Days on a pro-rata basis.
- B. Personal Days may be taken for the following reasons; Court or legal matters, house closings, wedding of self or member of the immediate family, attendance at graduation of self or member of the immediate family, birth of a child by wife or adoption of a child, funeral of a friend, and illness of a member of the employee's immediate family. The Superintendent, at his discretion, may grant Personal Days for other similar reasons. Employees may take two (2) personal days per year without specifying a reason.
- C. The employee must notify his/her Supervisor at least forty-eight (48) hours before he/she intends to take the Personal Day, and the Administration will grant the request provided there are no scheduling conflicts that would hamper the operation of the school.

In an emergency situation, the Superintendent may grant a Personal Day on shorter notice.

- D. Personal Days granted under paragraph A may not be taken the day before or after a Holiday or school or employee vacation. Notwithstanding the preceding sentence, in extenuating circumstances the Superintendent of Schools may waive this provision. While the Superintendent's decision on this matter shall not be arbitrary or capricious, his/her decision on the matter shall be deemed final and shall not be subject to the grievance procedure.

ARTICLE XIII
HOLIDAYS

A. Paid holidays for full-time employees are:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Independence Day
Christmas Day	President's Day
New Year's Day	Columbus Day
Martin Luther King Day	*Veteran's Day

If the Board of Education declares that school is in session on Veteran's Day, employees shall be expected to report to work and shall not receive holiday pay. In years when employees are expected to work on Veteran's Day, employees shall receive a paid holiday on the Day after Christmas.

B. If a holiday occurs during an employee's paid vacation, that holiday will not be deducted from the employee's vacation time.

C. School year employees shall be entitled to the following ten paid holidays:

Thanksgiving Day	Memorial Day
Friday after Thanksgiving	President's Day
Christmas Day	Good Friday
New Year's Day	*Veteran's Day
Martin Luther King Day	Columbus Day

*If the Board of Education declares that school is in session on Veteran's Day, employees shall be expected to report to work and shall not receive holiday pay. In years when employees are expected to work on Veteran's Day, employees shall receive a paid holiday on the Day after Christmas.

D. Part-time employees shall be granted holiday time off on a pro-rata basis.

E. Regular full year, part-time custodians shall be granted holiday time off according to section A on a pro-rata basis.

F. Whenever school starts before Labor Day, it shall be a holiday for school year employees.

ARTICLE XIV
VACATIONS

- A. Each full-time, full-year employee covered by this Agreement is entitled to the following vacation with pay:

After one full year of employment	Two (2) weeks
After five full years of employment	Three (3) weeks
After ten full years of employment	Four (4) weeks
After fifteen full years of employment, for employees hired on or before 12/31/05, and after twenty full years of employment for employees hired thereafter.	Five (5) weeks

- B. Each full-time employee covered by the Agreement may carry a maximum of one (1) week's vacation over in any calendar year to the next calendar year only. Employees will state their preferences by April 30 for the following fiscal year. The administration will take the preferences into account. If a conflict arises, the senior employee will be granted his/her choice.

- C. Full time twelve-month employees shall be allowed to take one (1) week of their vacation entitlement while school is in session with the approval of their building principal and the Superintendent or his/her designee.

- D. All regular full year, part-time custodians shall be entitled to the following vacation with pay:

After one (1) full year of employment	Two (2) prorated weeks
After eight (8) full years of employment	Three (3) prorated weeks
After fifteen (15) full years of employment	Four (4) prorated weeks

ARTICLE XV
SICK LEAVE

- A. Full time, full year employees shall be entitled to fifteen (15) sick days on an annual basis. Seven and one half (7.5) of those days shall be granted on July 1st and the remaining seven and one-half (7.5) days shall be granted on January 1st cumulative to a maximum of one hundred sixty (160) days. School nurses employed prior to July 1, 1994 shall accrue one and a half (1.5) days per month worked accrued to two hundred ten (210) days.

- B. School year employees shall be entitled to twelve (12) sick days on an annual basis. Six (6) of those days shall be granted on July 1st and the remaining six (6) days shall be granted on January 1st, cumulative to one hundred twenty (120) days. Part-time employees will receive personal sick leave on a pro-rata basis.

- C. New employees will begin to accumulate sick leave after completing their employment probationary period. If their employment begins after the 15th of the month, there will be no credit for that month.
- D. Beginning each school year the Superintendent's office will make available to each employee the number of his/her accumulated sick leave days.
- E. Upon full retirement as defined in the pension plan, including at least ten (10) years of service in Region 16, an employee shall be entitled to pay for unused accrued sick leave at a rate of twenty dollars (\$20) per day for days in excess of one hundred (100). School nurses hired prior to July 1, 1994 shall have a payoff cap of sixty (60) days regardless of the number of days over one hundred (100) they have.
- F. Employees may use up to three (3) days of their sick leave per year for illness of the employee's spouse, parent or child.
- G. All absences shall be submitted through the District's automated electronic substitute call system.

ARTICLE XVI
COMPASSIONATE LEAVE

Five consecutive days with full pay will be granted in the case of the death of a member of an employee's immediate family. Immediate family shall be defined as a sibling, spouse, child, parent, grandparent, and grandchild. In the case of the death of in-laws in the same relationship or an employee's aunt or uncle, the employee shall be granted up to three consecutive days with full pay. Due to extenuating circumstances, the Superintendent may grant additional Compassionate Leave at his/her discretion.

ARTICLE XVII
JURY DUTY

An employee who is called for Jury Duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the employee's salary and the jury fee. A copy of the original jury duty notification should be attached to the personal day form when it is submitted to District Office. Upon completion, a copy of the "served" jury duty form should be sent to the District Office in time to avoid any loss of pay.

ARTICLE XVIII
LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be granted by the Superintendent for a limited, definite period not to exceed six (6) months for the following reasons:
 - 1. For health reasons, upon advice of physician.
 - 2. For other personal reasons subject to the review and recommendation of the Superintendent.
- B. Application for such leave of absence must be made in writing, four (4) weeks in advance, stating the reason for the request and the length of time desired. This time limit may be waived in emergency situations. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.
- C. Accumulated seniority shall not be lost during the leave of absence. Insurance may be purchased by the employee at group rates, during the leave without pay period.

ARTICLE XIX
INSURANCE AND HEALTH BENEFITS

- A. The Board of Education will provide the following Insurance and Health Benefits for each full-time, i.e. thirty (30) hours or more per week, full year or school year employee: Anthem Blue Cross Plan. The Dental Rider shall be provided for the individual bargaining unit member. The individual may purchase the family dental plan by paying the difference between the individual rate and the family plan rate. The Board shall provide Term Group Life Insurance coverage in the face amount of \$25,000 for all employees in the bargaining unit.
- B. These coverages will continue unless changed by mutual agreement between the Board and the Union.
- C. Employees covered by this Agreement who retire from Regional School District No. 16 can continue (at group rates) the various insurance coverages, provided they pay the full cost of these coverages, and provided the insurance carriers agree to the continuances.
- D. Effective July 1, 2017, the Board shall provide eighty- percent (80.0%) of the cost of Health Insurance, for each full-time employee. Participating full-time employees shall pay twenty percent (20.0%) of the cost. A payroll deduction plan for the employees shall be implemented. As of July 1, 2018, these ratios change to seventy-nine percent (79.0%) Board and twenty-one percent (21.0%) employee. As of July 1, 2019, these ratios change to seventy-eight percent (78.0%) Board and twenty-two percent (22.0%) employee.
- E. Paragraphs A, B, and D above apply to full-time employees only. Effective July 1, 2008, the Century Preferred Plan will include the following components as

described in the PPO Alt. #1 medical plan changes explained during negotiations. A complete copy of the revised health insurance plan is on file in the Superintendent's office.

	2017-2020
Office Visit Copay	\$25
Inpatient Admission Copay	\$300
Outpatient Surgery Copay	\$250
Emergency Room Copay	\$100
Urgent Care Copay	\$50
High Cost Diagnostic Copay	N/A
<i>Out-of-network (OON) services:</i>	
OON Deductible	\$300/500/600
OON Coinsurance	80/20%
OON Coinsurance Max	\$1200/2400/3600
OON Out-of-pocket Max	\$1000/2000/2500
<i>Prescription Coverage:</i>	
RX Copay	75 cents
Mail Order Copay	1x
RX Day Supply	30/100
RX Maximum	\$500
RX Edits	Full managed edits

ARTICLE XIX-B
PENSION

1. The Employer agrees to provide all employees covered by this Agreement with pension benefits under the Service Employees International Union National Industry Pension Fund (hereinafter "Pension Fund").
2. The Employer agrees to become and remain a participating employer in the SEIU Pension Fund for as long as it has an obligation to contribute to the Pension Fund pursuant to the terms of this collective bargaining agreement, including any renewals or extensions thereof.
3. (a) Effective no later than December 25, 2011, the Employer will withdraw from the SEIU Pension Fund under the following conditions: The Board will be responsible for paying all withdrawal liability costs calculated pursuant to the terms of the Pension Fund. At this time, these costs are estimated to be \$172,000 a year for twenty (20) years, the precise actual costs to be determined by the Trustees of the Fund.

(b) The Employer agrees to furnish the Pension Fund with monthly remittance reports containing such information, in such manner, and on such form as may be required by the Trustees of the Fund.

- (c) Contributions and remittance reports shall be delivered to the Pension Fund on or before the fifteenth (15th) day of each month for the preceding month or before such other date as the Trustees may hereafter determine.
4. The Employer and the Union agree to cooperate with the Administrator and the Trustees of the Pension Fund in distributing Plan booklets, literature, and other documents and in obtaining and providing such census data as may be required by the Fund's Administrator.
 5. The Employer agrees to permit the Trustees or any authorized agent of the Pension Fund, including independent auditors, to inspect and audit any of its records necessary to ensure compliance with this Agreement or to otherwise enable the Trustees to discharge their legal responsibilities. In the event that an audit of the Employer's records discloses any underpayment of contributions required by this agreement, the audit cost shall be payable by the Employer.
 6. The Employer agrees that, should it default or become delinquent in any of its obligations to the Pension Fund as set forth in this Article, it shall be liable for such penalties and costs as may be provided for by the Trust Agreement, the Pension Plan, or the resolutions of the Trustees including, but not limited to, a late payment penalty, interest, liquidated damages, and all costs of collection including reasonable attorneys and accounting fees.
 7. The undersigned parties acknowledge that the provisions of this Article and the participating of the employees covered by it are subject to approval by the Trustees of the Pension Fund.
 8.
 - (a) For bargaining unit members who are vested in the Pension Fund at the time of withdrawal, the Board will contribute 85 cents per hour effective January 1, 2018 to a 403(b) tax deferred savings plan.
 - (b) For bargaining unit members who are not vested in the Pension Fund at the time of withdrawal, the Board will contribute \$1.05 per hour to a 403(b) tax-deferred savings plan.
 - (c) The 403 (b) tax-deferred savings plan referenced above shall be administered by VOYA Financial or another mutually agreed upon administrator and shall have the following provisions apply to said plan:
 - i. Immediate vesting of employer contribution;
 - ii. Mandatory employee participation;
 - iii. Employees shall designate with the administrator (e.g. VOYA Financial) how such funds are invested through the options available through the administrator;
 - iv. No personal loans shall be allowed through said account; and
 - v. Employees may contribute a portion over and above the employer's contribution up to the maximum amount permitted by the IRS.

Such 403(b) tax-deferred savings plan shall be effective no later than one hundred twenty (120) calendar days after the award of the panel in CSBMA Case No. 2012-MBA-141. The employer and the employee contributions shall be escrowed from the effective date referenced in sections 8(a) and 8(b) of this Article until the new plan is implemented.

ARTICLE XX
LONGEVITY PAY

A. For long and faithful service, the Board shall institute a longevity pay to be given to all bargaining unit members at the completion of

Ten (10) years through fourteen (14) years	\$250
Fifteen (15) years through twenty (20) years	\$350
Twenty-one (21) years through retirement	\$500

B. Payment shall be made on the closest payday following the anniversary date of the employee's completion of his/her longevity year. No prorated longevity payment will be made to an employee who leaves prior to his/her anniversary date. Longevity benefits shall not apply to employees hired on or after January 1, 2015.

ARTICLE XXI
SALARY

A. Hourly salary rates for existing positions will be determined by the Board and the Union at each scheduled contract renegotiations, and the employees will be paid in accordance with these rates. The rates for the existing positions under this contract appear in Appendix A and are attached hereto and made a part of this contract.

1. All new employees are to be paid the minimum wage rate.
2. All bargaining unit members, who have worked in the service of the Board in another bargaining unit position, upon being promoted to a higher paying bargaining unit position, shall be placed on the pay scale at the hourly rate closest to the previous rate, which does not result in a reduction in pay.

If an employee transfers or is assigned to a lower paying bargaining unit position, that person stays on the same level (i.e. minimum, regular or maximum) he/she was on before the job change.

B. Any food service worker who attains certification at his/her level through the American and/or CT School Food Services Association, shall be entitled to an annual benefit of one hundred (\$100.00) dollars, to be paid each December from the date of which the certification was obtained. In order to receive this yearly benefit, certification must be kept up-to-date at the employee's level of employment.

C. At a school with a minimum of six (6) secretaries, one will be designated Lead Secretary and will receive an annual stipend. The amount of the annual stipend

shall be \$650 for the duration of this contract. A job description for Lead Secretary will be developed by the administration.

- D. As of July 1, 2011, any paraprofessional, media center technician and/or technology support technician who has successfully completed the "para pro" test, or who has been excused from taking the test due to having achieved an associate degree, shall receive, annually, a stipend in the amount of \$100.00.

ARTICLE XXII
DRESS CODE

Region 16 employees will abide by the following standards for their appearance and personal hygiene while at work:

- Employees shall have a clean, neat, and well-groomed appearance.
- Cuts, rashes, and minor skin irritations are to be covered with clean bandages.
- Employees must wash their hands before leaving the restroom, and should not use toothpicks while on duty.

In order to present a consistent and professional appearance to our community, custodians and maintenance personnel will:

- Be issued five Region 16 uniform shirts. The employees will be responsible for cleaning and maintaining their own shirts.
- The Region 16 shirts will be worn year round, including the summer months.
- Employees will be responsible for shirts that are lost, stolen, or damaged due to neglect. Replacement shirts will be ordered by the school district and charged to the employee if it is determined that neglect was involved.
- Replacement shirts, due to normal wear, will be issued at no charge to the employee. The employee must turn in the worn shirt when they are issued a replacement shirt.
- Employees are not to wear sweatpants or any pants with holes in them.
- For safety reasons, employees must wear shoes with a closed toe and heel.
- ID badges must be worn and be visible to staff, students, and guests of the school.

ARTICLE XXIII
SALARY PAYMENTS

Salary payments to full-time persons covered by this Agreement will be paid every other week in twenty-six (26) equal installments each year. School year employees will be paid bi-weekly between the months of September and June. All employees will be paid by direct deposit.

ARTICLE XXIV
SCOPE OF AGREEMENT

This Agreement does not limit or restrict the Board or bind the Administration of the schools or any authorized representative of the Board in the discharge of duties and responsibilities, as prescribed by the Board.

The Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public school management. Such rights include but are not limited to establishing standards of productivity and performance of its employees, determining the mission of the Board and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission.

ARTICLE XXV
DURATION

The provisions of this Agreement shall be effective as of the date of execution and shall remain in full force and effect to and including June 30, 2020.

ARTICLE XXVI
SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

Region 16 Board of Education

Region 16 Non-Certified Employees Unit

By: _____
Sheryl Feducia, Chairperson

By: _____
Steve Martoni, Unit President

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

APPENDIX A

2017-2018

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Payroll Clerk	20.03	20.96	21.89	23.06	24.22
Secretaries	19.70	20.61	21.52	22.68	23.83
Accounts Payable Clerk	19.67	20.58	21.48	22.62	23.76
Media Center Technicians	17.36	18.19	19.01	20.17	21.32
Technology Support Technicians	18.34	19.17	20.00	21.16	22.31
Instructional Paraprofessionals	15.62	16.44	17.25	18.36	19.47
Head Custodians	20.85	22.06	23.25	24.36	25.46
Assistant Custodians	15.55	16.21	16.85	18.00	19.13
Maintenance	23.25	24.36	25.46	26.85	28.23
School Nurses	30.45	31.57	32.70	33.94	35.18
Cook Manager	16.62	17.51	18.40	19.43	20.44
Assistant Cooks	13.83	14.72	15.60	16.59	17.57
General Kitchen Workers	12.58	13.48	14.37	15.37	16.35
Hall Monitor	15.13	15.95	16.76	17.81	18.85
Nurse's Aide	19.70	20.61	21.52	22.68	23.83
Receptionist	17.04	17.45	17.86	18.53	19.19

The parties have agreed to a new wage schedule structure for 2017-2020.

Employees at the Minimum rate in 2016-17 will be placed on Step 2 of the schedule in 2017-18. Employees at the Regular rate in 2016-17 will be placed on Step 4 of the schedule in 2017-18. Employees at the Maximum rate in 2016-17 will be placed at Step 5 of the schedule in 2017-18. Employees at rates between the Minimum and Maximum rates will be placed on the new schedule at the step that gives them an increase.

APPENDIX B

2018-2019

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Payroll Clerk	20.53	21.48	22.44	23.64	24.83
Secretaries	20.19	21.13	22.06	23.25	24.43
Accounts Payable Clerk	20.16	21.09	22.02	23.19	24.35
Media Center Technicians	17.79	18.64	19.49	20.67	21.85
Technology Support Technicians	18.80	19.65	20.50	21.69	22.87
Instructional Paraprofessionals	16.01	16.85	17.68	18.82	19.96
Head Custodians	21.37	22.61	23.83	24.97	26.10
Assistant Custodians	15.94	16.62	17.27	18.45	19.61
Maintenance	23.83	24.97	26.10	27.52	28.94
School Nurses	31.21	32.36	33.52	34.79	36.06
Cook Manager	17.04	17.95	18.86	19.92	20.95
Assistant Cooks	14.18	15.09	15.99	17.00	18.01
General Kitchen Workers	12.89	13.82	14.73	15.75	16.76
Hall Monitor	15.51	16.35	17.18	18.26	19.32
Nurse's Aide	20.19	21.13	22.06	23.25	24.43
Receptionist	17.47	17.89	18.31	18.99	19.67

Employees shall NOT advance a step on the wage schedule in 2018-19.

APPENDIX C

2019-2020

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Payroll Clerk	20.53	21.48	22.44	23.64	25.45
Secretaries	20.19	21.13	22.06	23.25	25.04
Accounts Payable Clerk	20.16	21.09	22.02	23.19	24.96
Media Center Technicians	17.79	18.64	19.49	20.67	22.40
Technology Support Technicians	18.80	19.65	20.50	21.69	23.44
Instructional Paraprofessionals	16.01	16.85	17.68	18.82	20.46
Head Custodians	21.37	22.61	23.83	24.97	26.75
Assistant Custodians	15.94	16.62	17.27	18.45	20.10
Maintenance	23.83	24.97	26.10	27.52	29.66
School Nurses	31.21	32.36	33.52	34.79	36.96
Cook Manager	17.04	17.95	18.86	19.92	21.47
Assistant Cooks	14.18	15.09	15.99	17.00	18.46
General Kitchen Workers	12.89	13.82	14.73	15.75	17.18
Hall Monitor	15.51	16.35	17.18	18.26	19.80
Nurse's Aide	20.19	21.13	22.06	23.25	25.04
Receptionist	17.47	17.89	18.31	18.99	20.16

Eligible employees shall advance a step on the wage schedule in 2019-20.

APPENDIX D



***CENTURY PREFERRED \$25/\$300/\$75/\$250
RSD #16 FD # 011 Non-Certified***

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$25 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$300	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$250	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not Applicable	\$300/\$500/\$600
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		\$1200/\$2,400/\$3,600
Cost Share Maximum (<i>individual/2-member family/3+member family</i>)	\$6,850/\$13,700/\$13,700	\$1500/\$2,900/\$4,200
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits

Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	No Charge	

MEDICAL CARE

Office visits	OV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse	OV Copayment	
OB/GYN care	OV Copayment	
Surgical fees of a Physician or Surgeon	No Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Diagnostic lab	OV Copayment No Charge	
- In an outpatient hospital setting - In an office or reference laboratory		
Diagnostic x-ray	No Copayment	
High-cost outpatient diagnostic	No Charge	
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	OV Copayment No Copayment	

HOSPITAL CARE – Prior authorization required

Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	

EMERGENCY CARE

	In-Network Member pays:	Out-of-Network Member pays:
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

OTHER HEALTH CARE

Outpatient rehabilitative services – <i>50 combined PT/OT/ST/Chiro per calendar year.</i>	\$20 Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited per calendar year</i>	No Copayment	
Infertility services – <i>prior authorization required</i> <i>Some restrictions may apply</i>	Applicable Copayment	
Home health care <i>200/80 visits per member per calendar year</i>	No Copayment	Deductible & Coinsurance
		\$50 Deductible & 20% Coinsurance

PREVENTIVE CARE SCHEDULES

- **Mammography**
- ◆ 1 baseline screening, ages 35 – 39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

Vision Exams: 1 exam every calendar year

Hearing Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

* Copayment depends on if provider is a PCP or Specialist. The SV Copayment applies to diagnostic x-ray in an outpatient hospital setting. \$20 Copayment applies to in-network breast ultrasound screenings.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.



This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

NGF

Effective 7/1/2016



RSD# 16 FD 003636-011/017 PRESCRIPTION DRUG PLAN

PRESCRIPTION DRUG PLAN:

- ◆ Strong pharmacy network with almost 100% participation statewide
- ◆ Access to more than 65,000 pharmacies nationwide
- ◆ \$.75 co- payment of prescription
- ◆ Cost effective voluntary mail order pharmacy program for maintenance drugs subject to \$.75 co-payment
- ◆ Coverage up to \$500 Maximum per member per year
- ◆ Coverage for legend prescription drugs and insulin. Legend drugs and drugs required by law to bear the legend: “Caution - Federal Law prohibits dispensing without prescription”
- ◆ Coverage for 100 day supply or 100 unit dose per prescription/refill, whichever is greater; coverage for up to a 100 day supply for maintenance medications

ACCESSING BENEFITS:

- ◆ Members simply present their ID card at the time the prescription is filled and pay the applicable co-payment; \$.75

PRINCIPAL LIMITATIONS & EXCLUSIONS:

Prescription drugs dispensed in a hospital, clinic, skilled nursing facility, nursing home or other institution. Prescription drugs used in connection with drug addiction. Prescription drugs which are not required for the treatment or prevention of an illness or injury. Any charge for other items which are not Prescription Drugs, such as: therapeutic devices, artificial appliances or similar devices. Hypodermic needles and syringes unless prescribed for the administration of a covered drug. Vaccines and allergenic extracts. Any drug whose status is experimental or investigational or rendered solely for research purposes.



Employer/Group: REGIONAL SCHOOL DISTRICT #16
Firm Division: 003636011 - REGIONAL SCHOOL DISTRICT #16
DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (<i>Individual/family</i>)	Does not Apply/Does not Apply
Annual Maximum (<i>per member per calendar year</i>)	\$1,000.00
Lifetime Orthodontic Maximum (<i>per member</i>)	Does not Apply

Diagnostic & Prevention Services

<ul style="list-style-type: none"> - Periodic evaluations - Initial evaluation - Cleanings, 2 per year - Fluoride treatments to age 19 - Space maintainers to age 19 	<ul style="list-style-type: none"> - X-rays - Emergency Palliative treatment - Fillings - Oral surgery - Simple and surgical extractions 	No Charge
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Basic Services

<ul style="list-style-type: none"> - Repair Bridge - Repairing and relining of dentures - Endodontics including but not limited to root canal therapy - Recement crown - Recement bridge - Crowns 	<ul style="list-style-type: none"> - Inlays - Onlays - Periodontics - General anesthesia - Injection of drugs 	No Charge
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Accessing Benefits:

Participating Dentists Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Dentists Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist

Dental claims should be submitted to Anthem BCBS Dental, P.O. Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth

preparations; and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.

August 18, 2011

<https://pd2.secure.anthem.com/EGI/servlet/MemberFacSheetPrintServlet?ProfBenefitCod>. 8/18/2011

APPENDIX E

Group I will use Appendix A-1 employee performance review form

Payroll Clerk, Special Services Secretary, Accounts Payable Clerk,
Full Year Secretary, School Year Secretary, Lead Secretary, School Security
(Hall Monitor), Receptionist

Group II will use Appendix A-2 employee performance review form

School Media Support (Technician), Technology Support (Technician)

Group III will use Appendix A-3 employee performance review form

Head Custodian, Maintenance, Custodian, Custodian Night-Supervisor

Group IV will use Appendix A-4 employee performance review form

Instructional Aide, Instructional Aide for Special Education (paraprofessional)

Group V will use Appendix A-5 employee performance review form

School Nurse, Nurse Aide

Group VI will use Appendix A-6 employee performance review form

Cook Manager, Assistant Cook Manager, General Kitchen Worker

SIDE LETTER OF AGREEMENT

between

**REGIONAL SCHOOL DISTRICT NO. 16
BOARD OF EDUCATION**

and

**CSEA, INC. SEIU, AFL-CIO, LOCAL 760 (CHAPTER 95)
in behalf of the
SCHOOL SECRETARIES, PARAPROFESSIONALS, NURSES,
CUSTODIANS AND FOOD SERVICE WORKERS**

This Side Letter of Agreement is to memorialize the agreement between the parties that, despite the modifications to paragraph A of Article IX "Definition of Employees" in the 2002-2005 contract, all current employees who were employed as of June 30, 2002 who are full-time full year employees normally working five (5) days per week, a minimum of twenty-five (25) hours per week, fifty-two (52) weeks per year, are to be grandfathered. The parties recognize the following employees in this category: Carol Magnarella.

**REGIONAL SCHOOL DISTRICT NO. 16
BOARD OF EDUCATION**

Date: _____

By: _____

**CSEA, INC., SEIU, AFL-CIO, LOCAL 760
(CHAPTER 95)**

Date: _____

By: _____