

AGREEMENT BETWEEN  
EAST HARTFORD BOARD OF EDUCATION  
AND  
LOCAL 1933 OF COUNCIL 4  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

July 1, 2017 – June 30, 2020

## TABLE OF CONTENTS

	<u>Page #</u>
ARTICLE I Recognition.....	1
ARTICLE II Board Prerogatives .....	1
ARTICLE III Grievance Procedure.....	2
ARTICLE IV Union Rights.....	4
ARTICLE V Seniority.....	5
ARTICLE VI Wages and Hours.....	11
ARTICLE VII Holidays.....	17
ARTICLE VIII Vacations .....	18
ARTICLE IX Leave Provisions.....	19
ARTICLE X Insurance and Pension .....	24
ARTICLE XI Safety and Health.....	25
ARTICLE XII Disciplinary Procedure .....	26
ARTICLE XIII Rules and Regulations .....	27
ARTICLE XIV Definitions .....	28
ARTICLE XV Miscellaneous .....	28
ARTICLE XVI Savings Clause.....	29
ARTICLE XVII Duration .....	30
Appendix A Wage Schedules.....	31
Appendix B Shift Schedules .....	32
Appendix C Special Pay Rates.....	33
Memorandum of Understanding Regarding Light Duty .....	34

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF EAST HARTFORD (hereinafter referred to as the "Board") and LOCAL 1933 OF COUNCIL 4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Board and its designated representatives have met with representatives of the Union, including meetings appropriately related to the budget making processes, and fully considered and discussed with them, as representatives of the custodial and maintenance staff employees in the bargaining unit, salary schedules, working conditions, personnel policies and other conditions of employment, it is agreed as follows:

## ARTICLE I UNION RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all of its custodial and maintenance staff employees and skilled trades, excluding the Supervisor of Custodial Services, and the Supervisor of Maintenance Services. If the Board reestablishes an audio visual technician or a cafeteria operation staffed with Board employees, such employees shall be included in this bargaining unit and the parties shall negotiate their conditions of employment.

1.2 The Union shall furnish the Board with a list of its officers, executive committee members, stewards, and alternate stewards, shall notify the Board of the area of representation of each steward and shall notify the Board as soon as possible in writing of any changes. Such notification shall be sent to the Superintendent or his/her designee. No officer, executive committee member, steward, or alternate steward shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized officer of the Union.

## ARTICLE II BOARD PREROGATIVES

2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hartford in all its aspects, including, but not limited to the following:

To maintain all public schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hartford; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons, to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work;

to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them, to discharge or otherwise discipline any employee for just cause, to promote, transfer and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement.

### ARTICLE III GRIEVANCE PROCEDURE

3.1 A grievance shall mean a complaint by an employee or the Union that rights under the specific language of this agreement have been violated, or that there has been a misinterpretation or misapplication of the specific provisions of this agreement. As used in this agreement, the term "employee" shall mean either (1) an individual employee or (2) a group of employees having the same grievance.

3.2 Grievances must be processed in the following manner:

Step 1: The grievance shall be submitted in writing to the Director of Facilities or his/her designee. The written statement of an employee's grievance shall contain a statement of the facts, the remedy requested, and a reference to that provision of this agreement which the employee claims has been violated. Such immediate supervisor shall meet with the employee and the Union steward together prior to making his decision, but in any event must render his/her decision in writing with copies to the employee and the Union within five (5) working days of the submission to him/her of the employee's written statement of grievance.

Step 2: If the grievance at Step I is not settled to the satisfaction of either the employee or the Union, the employee or the Union may, within ten (10) working days, appeal in writing to the Superintendent or his/her designated representative. The Superintendent and/or designated representative(s) of the administration shall meet with the employee, the Union president or designee, vice president or designee, an AFSCME Council representative, and such witnesses as may be designated in advance. Such meeting shall be held within ten (10) working days of the receipt by the Superintendent of the appeal by the employee or the Union. The Superintendent shall give written answer to the employee and the Union within ten (10) working days of the conclusion of such meeting.

Step 3: If the grievance is not settled by Step 2 within the required time, the Union may submit such grievance to arbitration. Notice of intention to submit such grievance to arbitration must be in writing addressed to the Superintendent of Schools, and must be made not later than thirty (30) calendar days following the

decision of the Superintendent and/or designated representative(s) of the administration, or the expiration of the time limits for making such decision, whichever shall first occur. Arbitration by the American Dispute Resolution Center shall be in accordance with its administrative procedures, practices and rules. If designated by the Union in its notice of intent to arbitrate, the Union may request the services of a mediator prior to submitting the matter to arbitration, provided in no event may the case be submitted to arbitration later than thirty (30) days after the notice of intent to arbitrate unless otherwise mutually agreed.

The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to add to, delete from or modify in any way any of the provisions of this agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, except as otherwise provided by law. The parties shall share the fees and expenses of the arbitrator equally. References to "Arbitrator" include a single arbitrator or a panel of arbitrators.

3.3 Any grievance, as defined above, not presented in writing for disposition through the grievance procedure set forth above within ten (10) working days of the occurrence of the condition giving rise thereto, or within ten (10) working days of his/her knowledge of its occurrence, whichever comes later, shall not thereafter be considered a grievance under this agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and/or designated representative(s) of the administration and the Union.

3.4 No employee may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder.

3.5 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons specified under Step 2. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose.

3.6 A Union steward shall be permitted the necessary time without loss of pay to investigate and process grievances. The steward shall inform the custodial and/or maintenance supervisor where he/she is going and why he/she is leaving his school building, and shall receive permission therefore. Such permission must not be unreasonably withheld, and must be granted or denied in each case as soon as practicable, but in any event within two (2) hours of receiving such request.

(a) A steward must schedule visits to school buildings to investigate grievances. He/She must contact the appropriate supervisor at the school he/she plans to visit to arrange for release time for the individual(s) he/she plans to speak with.

(b) When permission is granted, the steward must nevertheless observe any reasonable sign-in and sign-out procedures established by the administration of any school.

(c) The Union must make every effort to avoid duplication of time spent investigating grievances during working hours.

(d) A steward must not be denied access to school buildings in the event it is necessary to investigate grievances while the steward is off duty.

(e) As used in this section, the term "appropriate supervisor" means custodial foreman for custodians and maintenance foreman for maintenance staff.

(f) As used in this section, the term "steward" means the chief steward, the four stewards designated to cover specific schools, and any substitute steward if designated in advance by the Union president to the Director of Human Resources to act during the absence of one of the regular stewards.

3.7 If in the judgment of the Executive Committee of the Union a grievance affects a group or class of employees, such grievances may be submitted in the name of the President of the Union.

3.8 Failure of an employee or the Union to file a grievance within the time limits specified in the grievance procedure does not establish a precedent for settlement of any future grievance.

#### ARTICLE IV UNION RIGHTS

4.1 The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues or service fees as may be fixed by the Union. The proper deduction will be made bi-weekly from the employee's wages and forwarded to the Union monthly. Such deductions shall continue for the duration of this Agreement or any extension thereof. If for any reason a deduction was not made, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up to date.

4.2 The dues and service fees so deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such dues deductions and service fees have been made. The Board will furnish the Financial Officer of the Union the name, address and work location of new employees within ten (10) days of their date of hire.

4.3 The Board will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

4.4 All employees in the bargaining unit shall upon completion of thirty (30) calendar days of employment become and remain members of the Union in good standing in accordance with the Constitution and By Laws of the Union or pay to the union a service fee during the term of this Agreement or any extensions thereof as a condition of employment. The Union agrees to indemnify and save harmless the Board for any sums which the Board is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Board's having complied with or enforced this provision.

4.5 The duly authorized Financial Officer of the Union shall certify to the Board the amount to be deducted bi-weekly from the wages of such employees. If the amount so certified is to be changed, the amount to be deducted from the wages of an employee who has authorized deductions shall not be increased or decreased until thirty (30) days after written notice of such change has been received by the Superintendent from the duly authorized Financial Officer of the Union.

4.6 Bulletin Board space shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of official Union notices or announcements.

4.7 The Board agrees that there will be no lockout of any employee during the life of this Agreement. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the period of this Agreement or any extension thereof.

4.8 The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Board in accordance with the terms of this Article or in reliance upon the authorization described herein.

4.9 The Board shall provide the Union president with a copy of all personnel status changes pertaining to the bargaining unit via e-mail, including the names of new hires, their work locations and shift assignments, terminations, promotions, permanent work site and/or work shift changes, and leaves of absence. Union members will have access to a computer for this purpose.

## ARTICLE V SENIORITY

5.1 Upon request of the Union President, the Board shall prepare a list of employees showing their seniority in length of service with the Board. Upon completion of their probationary period, new employees shall be added to this list. For the purposes of this Article seniority shall be defined as the length of continuous service in the bargaining unit since the last date of hire, except as provided in Section 5.12(e).

5.2 An employee shall be considered a probationary employee for ninety (90) work days and the Board will not be required to entertain any request for transfer or application for promotion during that period. Thereafter seniority in length of service shall be from date of hire. In the case of probationary employees, there shall be no responsibility upon the Board for continuous employment nor for reemployment if laid off before the completion of their probationary period, but all other provisions of this Agreement shall apply. During such probationary period, layoff or discharge shall be left to the discretion of the Board. Neither the employee nor the Union shall have recourse to the grievance and/or arbitration provisions of this Agreement with regard to such layoff or discharge.

5.3 In the event of an indefinite layoff for lack of work, employees within any particular classification or grade shall be laid off in accordance with their seniority.

Within classification, lay-offs shall take effect as follows:

- (a) Temporary or substitute employees;
- (b) Probationary employees;
- (c) Employees working twenty (20) hours per week but less than forty (40) hours per week;
- (d) Full time employees with the least seniority first.

5.4 When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise seniority rights to replace/displace an employee who is either in the same classification, or in another classification. The employee shall be permitted to utilize his/her seniority rights in an equal classification or in the next step down from the employee's current position. For example, Tradesperson could bump to Head Custodian III, Head Custodian III to a General Maintainer, General Maintainer to Head Custodian II, Warehouse Operator to Head Custodian II, Head Custodian II to Custodian I.

To exercise displacement rights under this section an employee must be qualified for the position in question with basic orientation but without training, whether or not the position is in a different classification.

The employee in the specific classification where layoffs occur, and who has greater seniority, shall have the right to exercise employee's seniority rights in which case the employee shall displace the least senior employee in the next pay grade, or classification down from the employee's current position. In the event of multiple layoffs within the same classification, the most senior employee to be laid off in the specific classification where the layoffs occur shall have the right to exercise seniority rights in which case the employee targeted for layoff shall have the first opportunity to select from the less senior employees who will be displaced as a result of the layoff, whether in the same classification or in a lower pay grade from the employee's current classification.

In the event of a layoff, no employee shall have the right to replace or displace another employee who has greater seniority, and which pays a higher rate than the employee's current position.

5.5 Laid-off full time employees, within classifications, with the most seniority shall be rehired in the reverse order of section 5.3 of this Article. Any person refusing a full time position when recalled shall lose their recall rights. When recall rights within a classification have been exhausted, employees on layoff in other departments will be given an opportunity, in the order of their seniority, to fill any remaining vacancies if they have sufficient skill and ability to perform the work. Employees who have exercised their seniority rights to replace other employees in lieu of layoff shall have the same recall rights as those who are actually laid off.

5.6 Prior to a Board decision to subcontract any portion of the work performed by employees covered hereunder which would result in the layoff of any members of the bargaining unit, the Union will be given written notice of such proposal and an opportunity to discuss the same with the Board or its representatives. Any employee laid off as a result of a decision to subcontract shall be given one month notice of termination. The Board will make reasonable efforts to assist any such laid off employee to find other employment.

5.7 To relieve excesses of help in any classification or grade in any department wherein a layoff or layoffs might be required, the Board shall have the right to transfer the least senior remaining employee in such classification to a position in another department wherein his services can be utilized.

(a) In no instance where such transfers are made shall the employee be transferred to a position in a higher classification or grade.

(b) In those instances where such transfers resulted in demotion to the employee, before new employees are hired in his/her former department, such demoted employee will be transferred back to his/her former job and rate position.

(c) An employee who is involuntarily demoted shall be placed on the same salary step in the lower salary grade as he/she previously held in the higher salary grade.

#### Promotion Procedure

5.8 A promotion shall be defined as the appointment of an employee to a classification with a higher salary range than that previously held by the employee. Wage differentials, as specified in the Agreement between the parties, shall not be considered as part of a salary range. All promotions shall be subject to the provisions of Article 5.10 of the Agreement.

(a) A Union designated observer shall be invited to attend and observe all steps of the promotion procedure. Scoring at each of the steps shall be done in the

presence of the observer and test results shall be kept confidential, except as may be provided for herein, until the final scores of all applicants for promotion have been determined.

(b) Bargaining unit members who meet the minimum qualifications for a position shall be eligible to take the promotional examination.

(c) Samples of test materials shall be provided by the Supervisor.

Probationary employees shall be allowed to take the test and can only advance to Steps 2 and 3 of promotional procedure if all other bargaining unit employees fail Step 1.

If the Board decides to seek outside applicants in accordance with Art. 5, Section 5.10, these outside applicants shall be administered the same test as was issued to the bargaining unit candidates. In addition, Art. 5, Section 5.8(a) shall apply.

(d) The examination procedure shall be as follows:

STEP I - A written test, consisting of a standard set of questions, will be administered. All applicants shall be tested at the same time and at the same location. The total point value of the written test shall be fifty (50) points. An applicant must score a minimum of thirty-five (35) points on the written test in order to proceed to Step II of the procedure.

STEP II - An oral examination and promotional interview will be conducted. A standard set of questions will be used, with answers rated on an appropriate scale. A three-member panel will conduct this phase of the procedure. The panel will be composed of one administrator and two (2) consultants (one from outside the Board) deemed appropriate for the particular skills or trade being tested. The total point value of Step II shall be twenty-five (25) points.

STEP III - The panel utilized in Step II shall also conduct this step of the procedure. Step III shall consist of a review of the applicant's work performance and attendance record. Time lost due to work-related injuries shall not be considered a factor in reviewing attendance records. The total point value of Step III shall be twenty-five (25) points.

(e) In Steps II and III an applicant shall be awarded points based on an appropriate scale, but such score shall not exceed the total allowable number of points at each of the Steps.

(f) An applicant's total examination score shall be determined by adding together the number of points earned at each step of the examination procedure.

The minimum total passing score shall be 70.

(g) The applicant with the highest total score shall be ranked first, and given the first opportunity for promotion. If the promotion is refused, the second highest scorer will be offered the promotion, then the third, etc. In the event the highest scoring two (or more) applicants are tied, the promotion will be offered to the employee with the greatest seniority.

(h) A list containing applicants' names, rankings and scores shall be provided to the Union observer after testing has been completed.

5.9 Permanent employees who wish to transfer to another position in the same classification must apply for such lateral transfer in accordance with the requirements of the Board posting. Employees who apply for a lateral transfer shall not be subject to any testing procedure provided their personnel file does not contain any of the following:

- (a) Warnings
- (b) Suspensions
- (c) Evaluations containing any rating less than fair, if received within the previous twenty four (24) months from the date of the requested transfer.

Applicants for a lateral transfer, who are not required to take the testing, shall be given first preference in filling the position. The assignment shall be offered to the most senior employee first, then the second most senior, etc. Lateral transfers shall not be considered or granted more than once per 12-month period.

5.10 Notice of vacancies and new positions which the Board wishes to fill shall be posted on bulletin boards in all schools for a period of seven (7) days prior to any action taken by the Board to fill such vacancies or new positions. The notice shall include the location of the position, and employees wishing to be considered for assignment to such vacancies or new positions including those in the same classification, but at a different location, may submit their requests to Human Resources. Upon request, the Board will provide the Union with sufficient copies of such notice for employees on vacation, leave, etc.

(a) Vacancies in bargaining unit positions shall be filled by promotions of employees from within the department (maintenance or custodial) wherein the vacancies exist. Promotions shall be made on the basis of ability and qualifications for the job, provided that if two or more employees are equal in ability and qualifications, seniority shall govern.

(b) If no employees in the department wherein the vacancy or new position exists are qualified, the position shall be filled by an employee from other departments in the bargaining unit in accordance with this procedure. In cases where there are qualified applicants from within the bargaining unit, the vacancy or new position shall be filled within thirty (30) days of the date of posting.

(c) If no employees in the bargaining unit meet the qualifications, the position may be filled through recruitment of applicants not employed by the Board.

(d) If a promoted employee is unable to perform the work satisfactorily and is so informed within forty-five (45) days worked by him/her at such new job (6 months in the case of a promotion outside the bargaining unit), he/she shall be returned to his/her former position from which he/she was promoted or to a comparable position in the same job classification.

5.11 Nothing herein shall preclude the Board in an emergency from filling any vacant position with any employee in the bargaining unit whom it finds qualified, provided such temporary assignment shall not exceed sixty (60) working days. Temporary appointments to non-bargaining unit positions shall not exceed a total of sixty (60) working days for any one employee in any contract year. Employees shall not be entitled to equalization of bargaining unit overtime during any period when they are assigned to a non-bargaining unit position.

5.12 An employee shall lose his/her seniority rights under any of the following circumstances:

(a) If he/she resigns.

(b) If he/she is discharged for just cause.

(c) If he/she has been laid off for lack of work and such layoff continues for more than two (2) years.

(d) If after layoff the Board issues a written notice of recall by certified mail to the employee's last known address, and the employee either fails to notify the Board within seven (7) calendar days of the date such notice is issued that he/she intends to return, or fails to return to work within fourteen (14) calendar days after such notice is issued.

(e) If he/she accepts a permanent appointment to a non-bargaining unit position, and such appointment exceeds six (6) months.

5.13 For all purposes, except lay-off, the seniority rights of the Union President, Vice President, Secretary, Treasurer, Executive Committee and Stewards shall be exactly the same as the seniority rights of all other employees, provided, however, that in the case of lay-off, ten (10) of the above named Union officials will have super-seniority during their term of office. The duly authorized Officer of the Union will provide the Superintendent with a list of the names of these individuals and will give fifteen (15) days notice to the Superintendent of any changes to be made on this list.

5.14 Shift preference will be granted on the basis of seniority within the classification as openings occur. Before vacancies are filled, employees in the classification will be given preference as provided in this section.

5.15 No employee's request for transfer shall be required to be granted more than once in any one (1) year period, unless disciplinary letters are in the employee's personnel file. In that case, no transfer may be granted within two years of the date of the disciplinary letter. The Board may transfer employees within classification in order to meet the legitimate needs of the school system, provided such transfers are not used for disciplinary purposes, and are implemented only after consultation with the Union.

## ARTICLE VI WAGES AND HOURS

6.1 The regular hours of employment for the custodial and maintenance departments shall be forty (40) hours per week divided equally over five (5) working days of eight continuous hours each, Monday through Friday, including one-half (1/2) hour lunch period. Shift schedules are set forth on Schedule A. In the event of a Board decision to cancel second shift custodial work at any school during school vacation weeks between September 1 and June 30 and to offer first shift work to second shift employees, such second shift employees shall be given at least two weeks prior notice and shall be paid at normal shift premium during the rescheduled period. Cancellation of the second shift at any school shall apply to all second shift employees except 3 employees each at E.H.H.S. and E.H.M.S., 1 employee at the Administration building, and 1 employee at the Facilities building.

6.2 Overtime rates at time and one-half will be paid for the following:

(a) All time worked in excess of eight (8) hours in one day, provided the employee's regularly scheduled eight hour shift is actually worked, or the employee is scheduled at least 24 hours in advance to be off that shift, or the employee presents a medical certificate covering absence during the regularly scheduled shift.

(b) All time worked in excess of forty (40) hours in one week for which overtime has not already been earned.

(c) All work performed on Saturday.

Overtime rates at double time will be paid for hours worked on Sundays and on holidays as set forth in Article VII plus regular holiday pay.

6.3 (a) Employees who are scheduled to work overtime and do not avail themselves of the opportunity to work, will be charged with the scheduled overtime as if the employee had worked the overtime.

(b) Employees who have an unscheduled absence on Friday will be considered ineligible to work overtime on the immediately following Saturday and Sunday, and shall not be charged for such overtime regardless of whether or not they were present on the day the overtime was offered. However, an employee on an approved scheduled absence such as vacation, personal leave or bereavement leave will be eligible

for Saturday and/or Sunday overtime as long as the employee makes management aware of the employee's willingness and availability to work such overtime prior to the employee beginning such absence.

(c) Employees who are on an unpaid leave of absence (including suspension), Workers' Compensation leave, or FMLA leave may be replaced by a temporary substitute custodian (as defined in Section 6.21(a)) immediately and overtime shall not be made available to Union employees.

(d) Employees on vacation will not be considered eligible for regular overtime while on vacation.

(e) Employees will be considered eligible to work overtime the weekend preceding the start of their vacation provided that they have worked the Friday immediately preceding that weekend, or are on an approved scheduled absence and have made management aware of their willingness and availability to work such overtime prior to the employee beginning such absence as noted in Section 6.3(b) above.

(f) During the time that an employee is on vacation, if his/her name comes up for an overtime assignment, he/she will be charged the overtime hours worked.

(g) When an employee is called and management receives no answer on three consecutive occasions, the employee will meet with management to discuss his/her eligibility to remain on the overtime call list.

(h) To assist with the distribution of overtime, each department (custodial or maintenance) may rotate eligibility for overtime by the "low person method." The Board retains the right to select someone other than the low person for an overtime assignment as long as overtime usage is balanced pursuant to Section 6.6 by the end of the school year.

(i) All head custodians will administer the overtime in their building in an equitable manner and they must post their overtime schedules so all employees may view them at their location. At least once a week, these schedules must be updated. Overtime records are to be maintained for one year plus thirty days and then may be discarded, assuming the records are not in dispute. The overtime record is to begin on July 1 and end on June 30.

(j) All overtime within an individual building will be administered by the head custodian and assigned in equal amounts. Overtime shifts are not to be split. All records of such overtime are to be kept by the head custodian.

(k) All overtime worked by custodians outside of their assigned buildings, such as night custodians substituting for day custodians, will be handled in the following manner:

A sign up list will be sent out annually for the availability of night and day custodians for overtime outside of their assigned building. Once this list has been compiled, management will be responsible for assigning overtime fairly and equitably. Management will be responsible for the upkeep and distribution of this list. All overtime that is worked outside of a custodian's assigned building will be recorded separately from overtime that is worked at the custodian's assigned building. Given that overtime at a non-assigned building is on a volunteer basis, the Union's only concern is that custodians that volunteer for overtime at a non-assigned building are assigned overtime equally as they would if the overtime was for their own building. For those that do not volunteer for overtime at a non-assigned building, no penalty is imposed.

(l) For East Hartford High School, East Hartford Middle School, and Sunset Ridge: When a day shift custodian other than a head custodian is out for four (4) days or less, a night shift custodian shall be offered four (4) hours overtime and shall work 10:30 a.m. – 2:30 p.m. The night shift custodian will also work his/her normal shift that evening from 2:30 p.m. – 10:30 p.m. When the head custodian at East Hartford High School, East Hartford Middle School, and/or Sunset Ridge is out five (5) days or more and the acting head custodian is a day shift custodian, a night shift custodian shall temporarily change to a day shift assignment and the resulting night shift vacancy shall be filled by a temporary substitute custodian (as defined in Section 6.19(a)) at 8 hours.

(m) When a position is vacant due to a resignation, retirement, lateral transfer or promotional process, a temporary substitute custodian (as defined in Article 6.19(a)) shall be used immediately to fill the vacancy until the position is filled.

(n) Any building rental assignment of eight (8) hours or more may be split into 4 hour shifts.

6.4 Whenever any of the four (4) Union officers or three (3) executive board members is required to attend a regular monthly meeting or annual Union convention when he/she would have been the next eligible to work on an overtime basis, he/she shall not be charged for refusal to work such overtime.

6.5 Full-time employees shall be given preference over part-time employees on all assignments. Employees may not be assigned to perform overtime work at a school at which they have performed no straight time work that day unless no employees who are regularly assigned to that school are available.

6.6 (a) The Board agrees that during each fiscal year there will be substantially equal distribution of overtime work (within 20 hours during a calendar year) within each trade classification in the maintenance department, and among all custodians at each school, taking into consideration the shift to which they are regularly assigned, the opportunities granted but turned down by an employee for overtime work or extended absence. The Union shall be given a list of all outside overtime hours offered and worked by each employee monthly. Head custodians shall maintain a monthly overtime log for

their building. The Board will develop a standard form on which each head custodian shall record overtime worked in the building. Such list shall be posted and updated as soon as possible. The maintenance department will follow the same procedure except for outside overtime hours. The Facilities department will remove employees from the outside overtime list when they fail to avail themselves of such opportunities after three (3) calls.

(b) All emergency call-ins will be credited to the overtime hours list, based on the number of hours paid. Emergency call-ins for which an employee is not available will not be charged on the overtime list. Employees who decline emergency call-ins will be charged with the emergency call-in as if they had worked provided that the employee personally declines the call.

(c) If an employee is out on workers compensation or sick leave for more than ten (10) consecutive working days, upon return to work the employee shall be credited with overtime equal to that of the lowest person posted, or their original overtime hours, whichever is greater.

6.7 Employees who work overtime beyond the end of their regular shift will be permitted a one-half (1/2) hour lunch period with no interruption in pay, if the overtime hours worked together with the lunch period, equal or exceed three and one-half (3 1/2) hours. The employee has the option of taking the lunch period or not.

6.8 Every employee shall be entitled to a fifteen (15) minute coffee break during the first three and one-half hours of the daily work schedule.

6.9 Any employee reporting for work who has been working on the previous day and has not been notified that there will be no work shall receive four (4) hours pay at his regular base hourly rate of pay. The posting of a notice on the bulletin boards two (2) hours before the completion of the shift of the affected employee shall be sufficient and proper notice. This provision shall not apply in case of any condition beyond the control of the Board. No employee may be required to work overtime beyond the end of his regularly scheduled shift unless he/she is given notice of such overtime work at least two (2) hours prior thereto except in the event of an emergency.

6.10 (a) Members of the bargaining unit are expected to be available with reasonable regularity for calls as a result of problems arising in the schools after regular working hours. While they are not expected to be on call, they are expected to respond to calls unless they are not home at that particular time. At each school a custodial call list will be established by the supervisor in consultation with the head custodian, taking seniority into consideration. Any custodial employee who is required to report back for work outside his or her regularly scheduled shift or extension thereof (other than for work which the employee improperly failed to perform during such shift or extension) shall be paid sixty dollars (\$60) for the first hour and the appropriate overtime rate per hour thereafter. Employees shall be paid ten dollars (\$10) for each phone call received provided the call is for Sonitrol, police, fire or supervision. See Appendix C for details.

(b) Any maintenance employee who is required to work outside his or her regularly scheduled shift or extension thereof shall be paid a minimum of four (4) hours at the applicable overtime rate. See Appendix C for details.

(c) Any employee who is called in under Section 6.10 (a) or (b) shall be paid from the time of the call to the completion of the assignment, but not more than thirty (30) minutes before his or her arrival on the job (45 minutes in the event of a storm which creates hazardous traveling conditions; Note that travel time shall be included as part of the \$60 call back in Section 6.10(a)). See Appendix C for details.

6.11 (a) Amend the Wage Schedule Appendix A to reflect a two percent (2.0%) general wage increase for wages in effect on June 30, 2014 for all classifications and steps, effective on July 1, 2014; a two percent (2.0%) general wage increase for all classifications and steps effective on July 1, 2015; and a two percent (2.0%) general wage increase for all classifications and steps effective July 1, 2016.

(b) Any employee hired in the East Hartford System for the first time who has been discharged from military service under honorable conditions shall be placed on step 2 of the pay scale.

(c) In the event a new classification is established which falls within the jurisdiction of the bargaining unit, or significant changes are made in the existing job duties or requirements, the Board shall upon request negotiate the impact with the union concerning wages, hours and working conditions.

6.12 Whenever an employee is permanently moved from a class or grade to a different class or grade which has a higher maximum rate of pay, he/she shall be paid at the lowest step in the higher class or grade which also produces an increase of at least one increment. However, an employee so permanently moved, who has been at the maximum rate of pay in his/her previous class or grade shall be paid on Step 4 if moved to the next higher class or grade and shall be paid on Step 3 if moved two classes or grades higher.

6.13 Whenever an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the step in the lower class or grade which coincides with the same step he/she had attained in the higher class or grade provided, however whenever such permanent transfer is caused by a reduction of the work force, such employee shall be paid at that step in the lower class or grade which is closest to but not more than his previous rate of pay.

6.14 (a) Whenever an employee is temporarily assigned to another class or grade having a higher maximum rate of pay with the intention of returning the employee to his/her former class or grade when the temporary assignment has been completed and such employee works at such temporary assignment four (4) hours or more on any given day, his/her rate of pay for all work performed on such day shall be at that step in the higher class or grade on which he/she would have been paid if permanently moved to that higher class or grade in accordance with Section 6.12.

(b) Whenever such employee works at such temporary assignment for less than four (4) hours on any given day, his/her rate of pay for that day shall be his/her regular rate of pay, except where such work is of a call-in nature replacing a head custodian, in which cases a night shift custodian shall maintain the shift differential.

6.15 Longevity pay will be a part of the per diem calculation for retirement payout purposes. Longevity payment shall be earned annually by all employees of record on the anniversary of their most recent date of hire. Payments will be made at the time of the first paycheck issued in July or December, whichever comes first. Payments will be made on the following basis:

<u>Years of Service</u>	<u>Amount</u>
2-5 years	\$ 170
6-8 years	230
9-13 years	260
14-19 years	290
20 years and over	330

Any bargaining unit member hired on or after July 1, 1995 shall not be eligible for such longevity payments.

6.16 An employee who retires, resigns or is involuntarily terminated for reasons other than discipline shall be entitled to a pro rata share of his/her longevity payment on the basis of the months of service completed since his/her last anniversary date. In order to be eligible for this benefit in connection with a resignation, the employee must give two (2) weeks of notice of intent to resign.

6.17 Employees who are requested to use a privately owned automobile for conducting Board business shall be reimbursed once a month, after submitting a reimbursement request, for all mileage driven at the applicable IRS rate. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30<sup>th</sup>) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10<sup>th</sup>) calendar day of the calendar month following the travel. Payment will be monthly. The Board may request proof of minimum insurance coverage required by law.

6.18 Whenever student help is used for custodial service the student help will not be used to take away overtime from regular employees. Students referred by court action for community service in the form of reparations shall be permitted such activity as long as such activity would not normally be in the regular course of custodial duties.

6.19 Substitute Custodians (Temporary Help)

(a) A substitute is a temporary replacement for an employee who is filling an existing position. In an unusual situation, different from the above, a substitute

may be used as long as there is prior discussion with the Union to clarify such use. Any union member who is on layoff status and maintains recall rights shall be offered substitute custodian work first before a non-bargaining unit person is considered.

(b) Rate of pay for substitute custodians will be the rate of pay for Custodian I, Step 1 of the "Agreement" in operation at the time.

(c) Substitute custodians will not be called to work a temporary assignment when a regular custodian is available due to layoff unless all laid off custodians decline the temporary assignment.

(d) Substitutes may be hired as soon as needed in accordance with Section 6.3. Four hours of overtime shall be made available to Union employees when the regularly scheduled custodian is utilizing his/her sick leave or vacation leave while school is in session for absences of less than five (5) consecutive days. Employees who are out sick or on vacation for more than four (4) consecutive days may be replaced by a temporary substitute custodian for the full eight hour shift.

(e) The provisions of this Agreement shall not apply to substitutes, except for this Section 6.19.

(f) If a substitute works for more than six months continuously, the Administration and the Union representatives shall confer on the status of the regular and substitute employees and the position, to determine what action is to be taken regarding both individuals.

(g) No substitute custodian shall serve as acting Head Custodian, unless no person on the regular custodial staff is available. A record of all substitutes shall be made available to the Union for review if requested. In elementary schools a substitute custodian may code out of the building with consent of a supervisor. In high school and middle school, the regular custodian must code out.

## ARTICLE VII HOLIDAYS

7.1 All employees shall be entitled to observe paid holidays as identified and observed on the school calendar, as approved by the Board. The following holidays shall be recognized: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th, Christmas Day, and any day declared as a holiday (i.e. a special day of mourning or celebration) by the federal or state government). In the event the Board's adopted school calendar does not recognize any of the above holidays as a paid day off, then the employee shall be provided the equivalent number of paid floating holidays to be used at his/her discretion with prior notice at least ten (10) days in advance, subject to a limitation of no more than ten (10) bargaining unit members taking the same day off as a floating holiday. Requests for time off for floating holidays shall be processed and approved on a first come, first served basis;

however, if multiple requests are received on the same day in excess of the ten permitted requests for the same day, then approval shall be granted on a seniority basis. Requests for time off for floating holidays may be processed any time after the Board adopts the applicable calendar.

7.2 Holidays falling on a Saturday shall be celebrated on the preceding day if there is no school on that day. Holidays falling on a Sunday shall be celebrated on the following day if there is no school on that day.

7.3 When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time agreeable to the employee and the Department Head.

7.4 To be eligible for holiday pay, an employee must work the scheduled work days before and after the holiday. An employee who is on sick leave on either of such days must provide medical certification to receive holiday pay.

7.5 Any unanticipated holiday or day of mourning declared by the Superintendent and celebrated by all other bargaining units of Board Employees shall be granted to the members of this Bargaining Unit.

7.6 Whenever New Year's Eve falls during a weekday, the second shift work schedule shall be changed to 9:00 a.m. to 5:00 p.m.

## ARTICLE VIII VACATIONS

8.1 All employees covered by this Agreement shall earn vacation leave at current base rate of pay as follows:

(a) Two weeks of vacation each year for employees who have completed one (1) but less than five (5) years of service, provided that one of the two weeks earned upon completion of one year of service may be used in advance after six (6) months of employment, at the option of the employee.

(b) Three weeks of vacation each year for employees who have completed five (5) but less than twelve (12) years of service.

(c) Four weeks of vacation each year for employees who have completed twelve (12) or more years of service.

8.2 For purposes of this Article, length of service is defined as length of continuous service with the Board since the last date of hire with credit not to exceed two years for time served in the military service. Such military service time shall be counted to a maximum of two (2) years so that in the third year of employment, fifteen (15) vacation days will be credited, and in the tenth year of employment twenty (20) vacation days will be credited.

8.3 All employees are expected to submit their vacation requests at least ten (10) days in advance. Vacations shall be approved by the Director of Facilities, or his/her designee (excluding bargaining unit employees), and such requests shall be answered in a timely manner. Vacations shall be granted on a first come first serve basis, and in the event of multiple requests that may cause scheduling conflicts, seniority shall prevail.

8.4 When an employee is separated from Board service or on leave of absence without pay, he/she shall be paid his/her pro rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to his/her surviving spouse, or if none, to his/her surviving children, or if none, to his/her estate.

8.5 When an employee has no sick leave available, he/she may request to use vacation leave as sick leave.

8.6 Up to two (2) weeks of vacation credited to an employee for any year may be carried over for up to two (2) months thereafter, but must be used in that period or it shall be forfeited, unless one is on an approved leave for Workers' Compensation during such two (2) month carry over time period for which the employee shall receive an extension of thirty (30) calendar days upon their return to work from Workers' Compensation to use the remaining vacation time before it is forfeited. Upon approval of the Director of Human Resources, the two month carryover may be deferred between the months of April and August immediately following the anniversary date.

## ARTICLE IX LEAVE PROVISIONS

### Sick Leave

9.1 Each employee shall receive leave of absence with full pay for sickness at the rate of fifteen (15) days a year. These days are cumulative over a period of years up to one hundred eighty-five (185) days. Accumulated sick leave will be determined on the basis of the employee's service with the Board since the most recent date of hire. Notwithstanding the foregoing, any employee who has accrued more than one hundred eighty-five (185) sick days as of June 30, 2007 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such employee's total sick leave accumulation falls below one hundred eighty-five (185) days.

9.2 Sick leave credits will not accumulate while the employee is absent from work on leave without pay.

9.3 Sick leave may be used in the following cases and must be taken in eighth-day, one hour, increments and reported by employee on the absence reporting system as designated by the District:

- (a) Personal illness or physical incapacity.

(b) Enforced quarantine of the employee in accordance with the community health regulations.

(c) Illness or physical incapacity in the employee's immediate family, up to a maximum of ten (10) days per year unless FMLA paperwork is filed with and approved by Human Resources in which case the employee must continue to use all accrued sick and vacation leave.

(d) Marriage of a member of the employee's immediate family (not to exceed one (1) working day), celebration of religious holidays, and temporary absence for personal reasons limited to situations not under the control of the employee which make such absence from service necessary.

(e) For purposes of section (c) immediate family is defined as spouse, parents, child, stepchild and any relative who is domiciled in the employee's house.

(f) For purposes of section (d) immediate family is defined as spouse, parents, grandparents, brother, sister, child, stepchild, grandchild and any relative who is domiciled in the employee's house.

(g) One (1) working day for personal (no reason) purposes.

9.4 In exceptional cases, the Board may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and must be signed by the employee when possible. The request for additional sick leave will be included the next time an agenda is prepared for a regularly scheduled Board meeting.

9.5 Sick leave may not be used for recuperation from illness or injury which is directly traceable to employment by another employer.

9.6 In order to give the Board ample opportunity to provide a substitute, employees are expected to notify their immediate supervisors as early as possible in the event of illness, and in most cases at least one (1) hour prior to the start of the employees scheduled shift. If the absence exceeds five (5) working days, it shall be the responsibility of the employee to provide the Superintendent or his designee with a doctor's certificate verifying the need for absence.

(a) No employee who has been absent on sick leave for more than one (1) calendar week shall be permitted to return to work unless he/she provides the Superintendent or his/her designee with a doctor's certificate testifying that the employee is capable of performing his/her duties.

(b) The Superintendent or his/her designee may request an acceptable medical certificate from any employee for any leave of any duration if absence from duty occurs frequently, habitually, or in a pattern.

(c) When required to provide a certificate, the employee shall have the option of providing a certificate from a doctor of his/her own choosing, in which case the employee shall pay, or a doctor chosen by the Board, in which case the Board shall pay.

9.7 Whenever an employee shall be absent from work caused by an accident or injury that occurred while he/she was engaged in the performance of his/her duties, such absence shall not be charged against the employee's accumulated sick leave. During said period, such an employee shall be paid wages which together with weekly Workers' Compensation checks do not exceed his/her regular weekly wage. If an employee is absent for this cause beyond one (1) year, he/she shall be paid wages which, together with weekly Workers' Compensation checks, do not exceed his/her regular weekly wage, to the extent of his/her accumulated sick leave. Thereafter the employee shall receive only his/her Workers' Compensation Insurance. The term "regular weekly wage" shall be interpreted to mean straight time take-home pay (net after taxes).

Effective July 1, 2016, Section 9.7 shall be modified to provide as set forth below. Accordingly, the following provision shall apply to any such accident or injury occurring on or after July 1, 2016:

Whenever an employee shall be absent from work caused by an accident or injury that occurred while he/she was engaged in the performance of his/her duties, such absence shall not be charged against the employee's accumulated sick leave, for a maximum of six (6) calendar months from the date of such accident or injury. During such period, such an employee shall be paid wages which together with weekly Workers' Compensation checks do not exceed his/her regular weekly wage. If an employee is absent for this cause beyond six (6) calendar months from the date of such accident or injury, he/she shall be paid wages which, together with weekly Workers' Compensation checks, do not exceed his/her regular weekly wage, to the extent of his/her accumulated sick leave (which shall be charged on a pro rata basis). Upon exhaustion of such sick leave, the employee shall receive only his/her Workers' Compensation Insurance payments. The term "regular weekly wage" shall be interpreted to mean straight time take-home pay (net after taxes).

9.8 Any employee who is on leave of absence without pay shall not be paid for sick leave for any reason or holiday pay for any holiday occurring during the period of such leave. Such leave will not be credited for the purpose of accruing sick leave, vacation time, or longevity pay except in the case of military leave under Section 9.11 and other authorized leaves of thirty (30) working days or less.

9.9 Upon retirement, death or involuntary termination for reasons other than discipline, an employee hired before July 1, 2005 will receive, on the basis of his/her current wages, compensation for fifty percent (50%) of his/her accumulated sick leave not to exceed one hundred eighty-five (185) days, up to a maximum of ninety-two and a half (92.5) days. Employees hired after July 1, 2005 will receive payment for a maximum of 75 days if they have ten (10) years of continuous service. Longevity will be a part of the per diem calculation. The provision regarding separation pay outlined above shall not apply to any employee hired on or after July 1, 2010.

### Funeral Leave

9.10 Three (3) days special leave with full pay shall be granted for death in the immediate family of an employee. Immediate family for purposes of this section is defined as spouse, parents, grandparents, brother, sister, child, stepchild, stepparent, step-brother, step-sister, mother-in-law or father-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law and also, any relative who is domiciled in the employee's home. One Union representative shall be entitled to leave with full pay to attend the funeral of a deceased employee in the bargaining unit.

### Military Leave

9.11 Employees shall be granted leave for the purpose of attending summer training camps not exceeding two (2) weeks for Reservists or National Guardsmen. During this period the employee shall be paid the difference, if any, between his/her regular and military wage.

An Employee entering military service of the United States shall be entitled to indefinite leave without pay for a period not to exceed ninety (90) days following honorable discharge, shall be reinstated in his/her former job or one of similar class or grade, shall receive credit for the wage increments awarded in his/her absence, shall receive credit for the time spent in military service for purpose of longevity payments, and shall not lose his/her seniority standing. During any portion of such absence which is caused by involuntary military service, the Board will pay to the employee Retirement Fund the employee's annual assessment, providing the military salary does not equal or exceed the employee's rate of pay at the time the leave commences, the Board may require verification of the rate of military pay, and such payments shall revert to the Board if the employee does not return to work for the Board for a period at least equal to the duration of his military leave. Any rights bestowed by this section shall be in conformance with USERRA.

### Jury Duty

9.12 An employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he/she is absent from work for this reason at his/her regular base hourly rate less the fee paid with respect to such jury duty.

This provision shall not apply in case of jury duty on any day during which an employee is not scheduled to work, nor on holidays, vacation periods or authorized leaves of absence, nor shall such provision apply to employees who have volunteered for jury duty.

If an employee is called for jury duty during the period he/she is scheduled to be on vacation, he/she shall have the option to reschedule his vacation.

### Extended Leave

9.13 The Superintendent of Schools or his/her designee may grant leave of absence without pay for a period not to exceed one (1) year. Requests for such leave shall include a statement of the reasons therefore and of the length of leave requested. Such requests shall be considered at the sole discretion of the Superintendent and/or his/her designee.

### Union Leaves

9.14 (a) Three delegates shall be granted leave with full pay not to exceed a total of nine (9) days per year to attend the state convention. An additional five (5) days leave with full pay shall be granted in alternate years to up to two (2) delegates to attend the national convention.

(b) If negotiation meetings between the Board and the Union are scheduled during normal working hours of a school day, representatives of the Union shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

(c) Although leaves of absence with pay will not be granted for attendance at monthly Union meetings, the Board will continue its policy of permitting such meetings to be held in school buildings.

### Miscellaneous

9.15 Any employee who takes a leave of absence without pay of thirty (30) work days or more is entitled to be paid any vacation pay due him/her under Article VIII, and, except for military leave which is provided for in Paragraph 9.11 shall be reinstated to his/her former job or one of similar class or grade if one then exists, provided such employee reports for work at the expiration of the leave of absence. If no such job is available, the employee will be considered to have been laid off for lack of work and the provisions of Article V will apply.

9.16 Authorized leave of absence for thirty (30) working days or less will not be used as a basis of reducing employee benefits.

9.17 Upon approval of the Superintendent, a leave of absence with pay may be granted for the purpose of the growth and development of an employee in their particular line of work.

9.18 Employees are subject to the terms and conditions of the Family and Medical Leave Act (FMLA).

ARTICLE X  
INSURANCE AND PENSION

10.1 The Board shall continue in effect the following insurance coverage for all unit personnel and their enrolled dependents.

- a) High Deductible Health Plan;
- b) Blue Cross Full Service Dental Plan with riders A, B, and C.

Effective July 1, 2017, the employee contribution for dental shall be twenty percent (20.0%) of the total cost for such insurance. Effective July 1, 2018, the employee contribution for dental shall be twenty one percent (21.0%) of the total cost for such insurance. Effective July 1, 2019, the employee contribution for dental shall be twenty two percent (22.0%) of the total cost for such insurance.

The Board will adopt an Internal Revenue Code Section 125 plan that allows employees to make their insurance contributions on a pre-tax basis, to the extent permitted by law.

10.2 The Board shall provide and pay for a life insurance policy with a double indemnity provision for each employee in the amount of \$20,000. For each retiree, the amount shall be \$3000.

10.3 The Board will not fund any portion of the deductible under the High Deductible Health Plan.

Effective June 30, 2019, the Board will not process employee contributions into employees' Health Savings Accounts, unless the Board and the Union mutually agree otherwise.

Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year unless an IRS-approved qualifying event can be documented.

Effective July 1, 2017, the employee's contributions for the high deductible health plan shall be seven and one half percent (7.5%) of the total cost for such insurance. Effective July 1, 2018, the employee's contributions for the high deductible health plan shall be eight percent (8.0%) of the total cost for such insurance. Effective July 1, 2019, the employee's contributions for the high deductible health plan shall be eight and one half percent (8.5%) of the total cost for such insurance.

10.4 All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate provided there is no decrease in the benefit that is negotiated.

10.5 New employees shall not be eligible for insurance benefits until the 90<sup>th</sup> calendar day following their date of hire.

10.6 Bargaining unit members who retired on or before December 31, 2014 will be permitted to continue their medical coverage at no cost except for the premium due to retain major medical coverage on the retiree. Bargaining unit members who retire on or after January 1, 2015 but before June 30, 2016 shall be eligible to continue their medical coverage provided the retiree pays the same premium cost share for such coverage that active employees within the bargaining unit pay as may change from time to time. The retiree will be responsible for the full premium due for both basic medical and major medical coverage for dependents. The Board will guarantee that administrative services for same will be provided.

Bargaining unit members who retire in accordance with the Town of East Hartford's defined benefit retirement plan on or after June 30, 2016 shall be eligible to continue their health insurance coverage under the health insurance plan(s) provided to active employees in the bargaining unit, as such plan(s) may change from time to time (in accordance with Section 10.4 or through successor negotiations). In addition, such retirees shall be eligible to participate in a Medicare Supplement Plan (provided they are Medicare-eligible), as that plan may change from time to time (in accordance with Section 10.4 or through successor negotiations).

Bargaining unit members who retire in accordance with the Town of East Hartford's defined benefit retirement plan on or after July 1, 2016 shall be eligible to continue their medical coverage, including the Medicare Supplement Plan, provided the retiree pays the same percentage premium cost share that active employees pay for such individual coverage for the retiree. The retiree will be responsible for any premium due for both basic medical and major medical coverage for dependents. The Board will guarantee that administrative services for same will be provided.

10.7 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employee Relations Act. During such mid-term negotiations, the parties will reopen Section 10.1 (including the related Appendix B of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

## ARTICLE XI SAFETY AND HEALTH

11.1 A joint safety committee shall be formed by the Board and the Union and said committee shall meet semiannually during the school year in accordance with the

curriculum calendar to review and recommend safety and health conditions in all departments.

11.2 The Board shall make available to all employees required to work outside in foul weather the appropriate gear such as rain coats, rain hats, boots and gloves and shall provide for their care as necessary.

11.3 The Board shall provide five (5) uniforms per employee in August of each contract year. Shirts may be long or short sleeved, at employee's option. New employees shall be issued uniforms upon completion of their probationary period. Employees in the maintenance department shall be provided with one (1) pair of coveralls each to be replaced as needed. Such uniforms shall be worn during working hours, except that the parties shall agree on mutually acceptable alternatives in the case of employees who are medically certified as unable to wear such clothing.

11.4 The Board shall furnish safety helmets and safety glasses to any employee working in hazardous locations on hazardous equipment. Employees shall adhere to the personal protective equipment policy and wear appropriate safety gear as trained and/or directed.

11.5 Employees are expected to take reasonable steps to avoid loss of or damage to Board property and for the proper use, operation, and maintenance of equipment and to follow safety and health procedures as per their training and commonly known OSHA safety guidelines.

11.6 The Board will furnish free to any employee, upon his/her written request, medical injections for the prevention of poison ivy, poison oak, flu, tetanus or other common or contagious diseases as may be deemed necessary and provided by the Board physician.

## ARTICLE XII DISCIPLINARY PROCEDURE

12.1 All disciplinary action that results in written action, suspension without pay or discharge must be for just cause, and shall be applied in a fair manner. The penalty imposed shall be appropriate for the offense committed and the past record of the employee.

12.2 Disciplinary action may consist of a written warning, suspension without pay, discharge or such other action as may be appropriate in the special circumstances.

12.3 A written notice of any disciplinary action shall be issued within thirty (30) working days of the administration's knowledge of the incident, unless the administration notifies the Union in that time period of the need for an extension of time in which to conduct an investigation, such extension not to exceed ten (10) working days. Copies of all notices of suspension or discharge shall be mailed or electronically transmitted to the Union one day after due notification to employee.

12.4 Written warnings or written records of reprimand or verbal warnings shall not be used against an employee for any reason later than two (2) years after the date of the disciplinary action, provided that no disciplinary action has been taken against the employee during such two (2) year period.

12.5 No employee evaluation or other evaluative material shall be added to an employee's official personnel file unless a copy of such material has been provided to the employee. The employee may prepare a written response to any such material, and upon the employee's request such response shall also be added to the employee's file. Employee evaluations shall not be subject to the grievance procedure, but may be reviewed in accordance with the following procedure:

An employee's evaluation shall be in its final form prior to review with the employee, and shall not be subject to change except as provided below. Any rating of less than "fair" shall be reviewed by the Superintendent or his/her designee upon written request of the employee. Upon receipt of such request a meeting will be held with the employee and a Union representative if so desired for the purpose of hearing the employee's position on the rating and the supervisor's response. The Superintendent or his/her designee shall have the right to change an employee's evaluation rating if information provided in such meeting warrants such change.

### ARTICLE XIII RULES AND REGULATIONS

13.1 It is understood and agreed that the provisions of the Board Policies and Administrative Regulations now in effect shall be binding on the parties hereto, except to the extent that any specific provision thereof may be superseded by a specific provision or provisions of this Agreement, in which event this Agreement shall control.

13.2 The Board may, during the life of this Agreement, continue to make unilateral amendments, additions, subtractions or modifications to the Board Policies, provided however:

(a) That no such amendments, additions, subtractions or modifications shall override or contradict any specific provisions of this Agreement or reduce the benefits provided herein.

(b) That no amendments, additions, subtractions or modifications which affect this bargaining unit shall be binding on this bargaining unit unless the Union shall be notified in writing promptly upon the determination of the Board to propose such amendments, additions, subtractions or modifications for approval by the Board and that prior to final action by the Board, the Union shall be given an opportunity to present its position on such amendments, additions, subtractions or modifications provided the Union notifies the Board of its desire to be heard and in such notice outlines its position.

13.3 The Administration may, during the life of this Agreement, continue to make unilateral amendments, additions, subtractions or modifications to the Administrative regulations, provided no such change shall be binding on this bargaining unit if it constitutes a unilateral change in conditions of employment.

#### ARTICLE XIV DEFINITIONS

14.1 Employee means any person other than a temporary substitute who is regularly scheduled to work twenty (20) or more hours per week or who in fact works twenty (20) or more hours per week during four weeks in any six consecutive week period.

#### ARTICLE XV MISCELLANEOUS

##### 15.1 Painting

(a) In the case of painting work which customarily has been performed by members of the bargaining unit, no such work will be performed by other employees of the Board.

(b) In the case of painting work which customarily has not been performed by members of the bargaining unit, the union shall be informed in advance of the performance of such work by other employees of the Board, for informational purposes only.

(c) Work shall be considered to be customarily performed by members of the bargaining unit if it has been customarily performed by such members during the last three years.

(d) Nothing herein shall be construed as preventing certified employees of the Board from performing painting work which is directly related to the educational process, such as displays, pictures, maps, etc. which do not constitute maintenance, repair, or permanent improvement of buildings and grounds. Such work may be performed at any time without notice to the union.

(e) Custodian I's and Head Custodian II's assigned to painting shall receive their regular pay rate for classrooms, corridors, offices, locker rooms, lavatories, and all floors. Custodian I's and Head Custodian II's shall be paid the General Maintenance rate for one or more hours worked on the other areas, if so assigned by management. Other areas will be paid at the General Maintainer rate including areas over eight (8) feet or requiring staging or lifts. General Maintainers shall receive their regular rate of pay.

##### 15.2 Snow Removal Assignments

(a) The Board reserves the right to determine the number of employees assigned to Board vehicles for plowing and related work during snowstorms.

(b) A differential of 50 cents per hour shall be paid to employees in the maintenance department who are assigned to snow removal vehicles during snowstorms, regardless of whether they are driving the vehicle, tending the sanding apparatus, or leaving the vehicle to shovel areas missed by the plow.

(c) A differential of 50 cents per hour shall be paid to employees in the custodial department who are assigned to snow removal during snow storms.

(d) This differential is payable only for hours during which such employees are actually assigned to snow removal work, whether during the regular work day or at some other time. However, the differential is added to the base rate of the employee before computing the appropriate overtime differential, if any.

### 15.3 Interdistrict School

Bargaining unit employees who are assigned by the Board to work at an interdistrict or magnet school and who remain employed by the Board during such assignment shall maintain, and be entitled to, all the rights, benefits, and conditions of employment set forth in this Agreement during such assignment.

## ARTICLE XVI SAVINGS CLAUSE

16.1 Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated Article, section, or portion thereof.

ARTICLE XVII  
DURATION

17.1 This Agreement shall be effective upon and shall remain in full force and effect from July 1, 2017 through June 30, 2020, and from year to year thereafter unless terminated or modified in accordance with the procedures set forth below.


17.2 In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party prior to the termination date specified above, in accordance with the applicable requirements of the Municipal Employee Relations Act.

17.3 This Agreement constitutes and incorporates all known understandings between the parties and contains the full and complete documentation of all negotiable issues.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 5<sup>th</sup> day of June, 2017.

For the Union:

  
\_\_\_\_\_  
Staff Representative,

  
\_\_\_\_\_  
President

~~Committee Members:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Board:

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Superintendent of Schools

## APPENDIX A

### WAGE SCHEDULE 7/1/17 THROUGH 6/30/20

CLASSIFICATION	YEAR	GW1%				
Custodian I	7/1/2016		\$19.28	\$20.54	\$21.83	\$23.11
	7/1/2017	2.00%	\$19.67	\$20.95	\$22.27	\$23.57
	7/1/2018	1.50%	\$19.96	\$21.27	\$22.60	\$23.93
	7/1/2019	1.00%	\$20.16	\$21.48	\$22.83	\$24.17
Custodian II	7/1/2016		\$21.51	\$23.31	\$25.12	\$26.93
	7/1/2017	2.00%	\$21.94	\$23.78	\$25.62	\$27.47
	7/1/2018	1.50%	\$22.27	\$24.13	\$26.01	\$27.88
	7/1/2019	1.00%	\$22.49	\$24.37	\$26.27	\$28.16
General Maint.	7/1/2016		\$22.57	\$24.38	\$26.19	\$27.98
Warehouse Op.	7/1/2017	2.00%	\$23.02	\$24.87	\$26.71	\$28.54
	7/1/2018	1.50%	\$23.37	\$25.24	\$27.11	\$28.97
	7/1/2019	1.00%	\$23.60	\$25.49	\$27.39	\$29.26
Head Custodian III	7/1/2016		\$24.27	\$26.29	\$28.29	\$30.31
	7/1/2017	2.00%	\$24.76	\$26.82	\$28.86	\$30.92
	7/1/2018	1.50%	\$25.13	\$27.22	\$29.29	\$31.38
	7/1/2019	1.00%	\$25.38	\$27.49	\$29.58	\$31.69
Trades, AV Tech	7/1/2016		\$24.67	\$26.69	\$28.70	\$30.71
	7/1/2017	2.00%	\$25.16	\$27.22	\$29.27	\$31.32
	7/1/2018	1.50%	\$25.54	\$27.63	\$29.71	\$31.79
	7/1/2019	1.00%	\$25.80	\$27.91	\$30.01	\$32.11

**Notes:**

- (1) Step advancement for employees shall occur on July 1 of each year covered by this contract.
- (2) Those employees in the Custodian I classification who are regularly assigned by the administration to act as a day shift pool custodian, shall be paid a wage differential of \$.50 per hour while so assigned. Those who are regularly assigned by the administration to act as a night shift pool custodian shall be paid a wage differential of \$.30 per hour while so assigned.
- (3) The Head Custodian III rate shall continue to apply to the present incumbent in the Head Custodian position at the middle school, high school and Sunset Ridge buildings for the duration of this agreement.
- (4) Employees required to work on a shift other than the first shift shall receive a shift differential of ten percent (10%) per hour in addition to the base hourly rate.
- (5) Beginning with the first pay period after July 1, 2011, all employees will be paid on a bi-weekly basis.

## APPENDIX B

### SHIFT SCHEDULES

1st SHIFT	7:00 AM to 3:00 PM
SHIFT 1A	5:30 AM – 1:30 PM (EHHS Custodian I – Pool)
SHIFT 1B	6:45 AM – 2:45 PM (Woodland, EHMS, Sunset Ridge excluding Head Custodian EHMS. These positions shall be offered in accordance with seniority)
2nd SHIFT	2:30 P.M. to 10:30 P.M. 11:00 AM – 7:00 PM O'Connell/Barnes  Exceptions: 2:30 – 10:30 PM Administration Building 12 mos 2:30 – 10:30 PM Facilities/Woodland 12 mos High School Pool Area Middle School Pool Area 3:00 PM to 11:00 PM

During the summer months, all second shift custodians except three custodians each at East Hartford High School & East Hartford Middle School shall work the following schedules (provided that the regular school year is not in session on such days):

From July 1 through the last full week of August: 7:00 a.m. to 3:00 p.m.  
(Except that all elementary school custodians will work 10:00 a.m. to 6:00 p.m. during the last full week of August.)

Friday before Labor Day: 7:00 a.m. to 3:00 p.m.

The Board may establish a third shift at any time. However, the first and second shift schedules set forth above shall not be changed without prior negotiation with the Union. Night shift custodians shall report back to their regular schedules in accordance with the school calendar.

NOTE: In the event of an opening in the warehouse operator position and the position is filled by way of lateral transfer the successful employee shall be given a reasonable time period to adapt to the job. At the end of two months, the union, employee, and administration shall meet to discuss the employee's ability to perform within the job description. It is mutually agreed by Board and Union that the vacated position shall be held in abeyance for two months wherein a substitute maintainer may be utilized.

## APPENDIX C

### Special Pay Rates

	Maintenance	Custodial Services
Emergency Call Backs	4.5 hour minimum, includes travel	\$60 first hour, appropriate OT thereafter
Snow Removal	4 hour minimum \$0.50 per hour extra	4 hour minimum \$0.50 per hour extra
Building Rental	4 hour minimum	4 hour minimum
Student Activities	4 hour minimum	4 hour minimum

## MEMORANDUM OF UNDERSTANDING REGARDING LIGHT DUTY

The East Hartford Board of Education (the "Board") and Local #1933, AFSCME Council 4, AFL-CIO (the "Union") hereby mutually agree that the terms and conditions contained in this document define the Light Duty Work Program for all members of Local #1933.

In particular, the parties agree as follows:

Employees shall report all job injuries to their supervisor as soon as possible after the injury occurs.

Concentra Medical Center, Corporate Care, or Hartford Medical Group has been designated as the medical care facility for bargaining unit members. Any employee injured while on duty is to report to either facility. This reporting obligation is mandatory.

The injured employee will obtain a treatment form to take to the appropriate emergency facility. This form will let the attending physician know, amongst other things, that a Light Duty Work Program exists at the East Hartford Board of Education. If it is determined that the employee can perform restricted assignments, the physician will complete the form or provide the information in writing on the restrictions. The employee is required to give this information to the Director of Human Resources or his/her designee as soon as possible.

Once information on work restrictions is provided, appropriate assignments can be made. A brief meeting will be held with the injured employee, a union representative, the immediate supervisor and/or the Director of Human Resources in advance of the first day of the light duty assignment. The purpose of this meeting is to be sure all are aware of the medical restrictions that will apply and the job responsibilities that have been assigned. Both the Union and management must agree to the job assignment. If a question exists as to the extent of activity the employee can perform, the Director of Human Resources or his/her designee will correspond with the attending physician for further clarification. The

Union, the employee and management will meet and discuss the findings and clarification provided by the attending physician.

Assignments will be made in accordance with the medical restrictions identified by the attending physician and shall, to the extent possible, be related to the type of work normally performed by the employee. However, cross-classification assignments may be made at the discretion of the Director of Human Resources or his/her designee if the injured employee is qualified to perform the responsibilities of a job outside his classification. Such cross classification assignments will be scheduled on the employee's regular shift and the employee shall be paid at his/her regular hourly rate of pay.

A light duty assignment will be terminated by one of the following occurrences:

1. The attending physician returns the employee to full duties with no restrictions.
2. The attending physician temporarily prohibits the employee from continuing the light duty program.
3. The attending physician indicates that the employee will never regain former capabilities, which necessitates one of the following choices.
  - i. the employee can transfer to another department with a job opening that is commensurate with the permanent restriction;
  - ii. the employee is released from service due to the permanency of the condition, which renders him unable to perform the essential functions of his/her position.

After two months on this program, the case will be reviewed by the Board's workers compensation carrier, the attending physician, the immediate supervisor and the Director of Human Resources.

The eligibility of an employee who is on light duty for overtime assignments shall be made on a case-by-case basis, depending upon the employee's medical restrictions and the nature of the work involved. If an employee is unable to work overtime, due to such

restrictions or due to the nature of the work involved, overtime hours will be charged as not available to balance yearly overtime.

The terms and conditions contained in this memorandum do not supersede the terms and conditions in the collective bargaining agreement between the parties regarding layoffs and overtime sections.

This Light Duty Work Program applies to both work and non-work related injuries. Appropriate medical documentation is required for this program.

Notwithstanding any provision of this Agreement to the contrary, the Board and the Union shall honor the confidentiality rights of the employee, as set forth in applicable law. If any provision of this Agreement is in conflict with any federal and/or state law, such legal provisions shall prevail.

EAST HARTFORD BOARD OF EDUCATION      LOCAL #1933, AFSCME COUNCIL 4

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## East Hartford Public Schools Custodians

### HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>single/ family</i> )	\$2,000 / \$4,000	
Coinsurance	Not applicable	20%
Coinsurance Maximum ( <i>single/ family</i> )	\$4,000/ \$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
<b>PREVENTIVE CARE</b>		
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
<b>Other Preventive Screenings:</b>		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
<b>Outpatient Surgery</b> in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
<b>Allergy Office Visit/Testing</b>	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care and Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
<b>Skilled Nursing Facility</b> Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
<b>Private Duty Nursing</b> Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
<b>Immunizations and Vaccinations for Travel</b>	Deductible	Deductible & Coinsurance
<b>Prescription Drugs</b> <b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.  Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
<b>Mail Order Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply.  Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance

<b>Prescription drugs –after deductible</b> <i>(when purchased from network pharmacy)</i>	<u>Retail (30 day supply)</u> \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment	Deductible & Coinsurance Per Prescription
	Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	Deductible & Coinsurance Per Prescription
<b>Human Organ and Tissue Transplant</b> Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
Home health aide services limited to 80 visits tat (applicable to the 200 visit limit)	Deductible	Deductible & Coinsurance
<b>In the Home Hospice Medical Social Services</b> under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance
<b>Infusion Therapy</b> Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
<b>Durable Medical Equipment and Prosthetic Devices</b>  <b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under with a maximum of 41,000 within a two year period  Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
<b>Ostomy Related Services</b>	Deductible	Deductible & Coinsurance
<b>Hospice Care ( Inpatient)</b>	Deductible	Deductible & Coinsurance
<b>Wig</b> Up to \$500 maximum per Member per Plan Year		
<b>Specialized Formula</b>	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate  Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
<b>Maternity</b>	Deductible	Deductible & Coinsurance

**Dependent Maximum age is 26 years.**

**Notes to Benefit Descriptions**

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan.*