

**AGREEMENT  
BETWEEN THE  
WATERFORD BOARD OF EDUCATION  
AND THE  
UNITED PUBLIC SERVICE EMPLOYEES UNION,  
WATERFORD BOE FOOD SERVICE EMPLOYEES  
UNIT**

**July 1, 2016 - June 30, 2019**

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**ARTICLE I  
PREAMBLE**

This agreement is made and entered into on by and between the Waterford Board of Education (hereinafter referred to as the Board) and the Waterford Food Service Employees, United Public Service Employees Union (hereinafter referred to as "UPSEU" or the "Union").

**ARTICLE II  
RECOGNITION**

The Board recognizes UPSEU for the purpose of professional negotiations as the exclusive representative for all the Waterford food service employees working twenty (20) hours or more per week which consists of all food service workers (General Workers, Assistant Cook Managers, and Cook Managers) for the purpose of and with the rights and privileges as provided initially by Chapter 113 of the Connecticut General Statutes and provided by Case No. ME-2142, Decision No. 1014-A and subsequently by Case No. ME-29,027, Decision No. 4513, of the Connecticut State Board of Labor Relations.

**ARTICLE III  
BOARD RIGHTS RESPONSIBILITIES AND PREROGATIVES**

1. It is recognized by both the Board and UPSEU that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town in all its aspects including, but not limited to, the following: to maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interest of the Town; to give the children of the Town as nearly equal advantages as may be practicable to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school; to employ, assign and transfer employees; to suspend or dismiss the employees of the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor; to approve plans for school buildings; to prepare and submit budgets; and, in its sole discretion, expend 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 a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and

prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to grievance and arbitration provisions of this Agreement.

2. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities to control, supervise and manage the Board of Education and its food service staff under governing law, ordinances, rules and regulations - municipal, state and federal.

#### **ARTICLE IV GENERAL**

1. This contract constitutes the entire Agreement between the Board and UPSEU and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiation.
2. For the duration of this contract, the Board and UPSEU expressly waive any right to negotiate, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiation whether or not such subject or matter is specifically referred to herein. However, if both parties agree to negotiate any subject or matter that is subject to negotiation, such negotiations may commence at once.

#### **ARTICLE V SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

#### **ARTICLE VI UNION SECURITY AND DUES DEDUCTION**

1. All employees within the bargaining unit shall become and remain members of UPSEU or pay a service fee, established by the Union and set in accordance with law, as a condition of continuing employment.
2. Upon receipt of individual written authorization from Union members, the Board agrees to deduct Union dues monthly, each full month worked, from earned wages and remit promptly to UPSEU 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.
3. The Union shall hold the Board and the Town of Waterford harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which arise out of, or by reason of, actions taken by the Board as a result of complying with the provisions of this article.

## **ARTICLE VII SENIORITY**

1. Seniority is hereby defined as the employee's total length of continuous service with the Waterford Board of Education as a member of this bargaining unit. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under this Agreement for such reasons as resignation or separation, discharge, layoff of more than one (1) year, overstaying a leave of absence and/or taking a leave of absence for the purpose of working at another occupation. The employee's earned seniority shall not be lost because of absence due to authorized personal days and sick leave.
2. During the month of October, the Board will annually update and furnish the Union's local unit president with a seniority list showing the name, address, school assignment and length of service of each of the employees in the bargaining unit. Members who believe their seniority has been incorrectly calculated may submit a request for change of seniority to the Assistant Superintendent of Schools prior to December first. If changes to the seniority list are made as a result of these requests, the Board will so notify the Union's local unit president prior to December tenth. Thereafter, unless the Union files a grievance within ten workdays of receipt of same, the list shall be considered correct for all purposes under this contract.
3. No employee shall attain seniority rights under Articles VIII, XVIII or XXIX of this Agreement until he/she has been continuously in a bargaining unit position on the payroll of the Board for a period of ninety (90) workdays. During such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.
4. In the event the Board chooses to lay off employees or reduce the work schedule, those actions shall be based upon seniority within the job classification, qualifications of the employee, and the needs of the Waterford School System. In the event the Board chooses to lay off employees or reduce the work schedule, the cook manager of the school affected will be notified prior to the implementation of such a layoff or reduction.
5. Decisions to transfer employees shall be based upon the requirements of the position in question, qualifications of the employees, and the needs of the Waterford School System. In the event that the above factors are equivalent for two or more employees being considered for transfer, seniority shall be the determining factor in the decision.
6. Employees on layoff shall retain recall rights for a period of one (1) year from the date of layoff or a period equal to their length of service, whichever is shorter.
7. Laid-off employees shall be rehired based upon the position in question, qualifications of the employee, and the needs of the Waterford School System. In the event that the above

factors are equivalent for two or more employees being considered, seniority shall be the determining factor.

8. Laid-off employees will only be rehired to the same category of employment they left or to a lesser category of employment.
9. Seniority shall be one (1) factor considered in connection with earned time off, transfers, and promotion under this Agreement. Preference for a job promotion in any school cafeteria will be first offered to the senior qualified worker presently in the bargaining unit.

#### **ARTICLE VIII NOTICE OF VACANCIES**

1. When a vacancy in the Bargaining Unit exists (after any transfers have been completed) or a new position is created, the administration will post a vacancy internally for a period of five (5) working days. External postings shall be made only after the internal posting period is completed. The job posting should include job title, salary group, qualifications, and hours of work. The best qualified applicant, as determined by the Board, based on such factors as the skill, ability, knowledge, experience and seniority of the employee shall be appointed to the job. All factors being equal, Bargaining Unit members will be given preference over non-Bargaining Unit members.
2. The Union's local unit president shall be notified prior to the posting of the vacancy and/or new position.
3. Where a vacancy occurs during summer break, the President of the Union's local unit shall be notified electronically and via Global Connect (or other similar telephone announcement system) as soon as possible.

#### **ARTICLE IX WORKING CONDITIONS**

1. Each Cook Manager shall assign duties to staff which fall within the staff member's job description.
2. Any function outside of regular work hours will be assigned by the Cook Manager. Bargaining unit members shall have preference to any extra hours prior to calling in a substitute.
3. The Board shall make available electronic copies of the job descriptions applicable to the members of the bargaining unit on the District Intranet.
4. Employees shall not be required to make notifications regarding outstanding debts.

**ARTICLE X  
SAFETY PROVISIONS**

1. No employee will be required to lift weight in excess of thirty (30) pounds.
2. No employee will be required to scrub walls beyond his/her reach.

**ARTICLE XI  
MILEAGE**

If an employee is required to use his/her automobile for transportation as part of his/her workday, not including the travel to and from work, the Board shall reimburse him/her at the rate of the IRS reimbursement rate.

**ARTICLE XII  
RESIGNATIONS**

A signed, written notice of resignation should be filed with the Superintendent of Schools. Whenever possible, an employee's notice of resignation shall be filed at least two (2) weeks in advance of separation.

**ARTICLE XIII  
NO LOCKOUT OR STRIKE**

Pursuant to Connecticut General Statutes section 7-467 et seq. (the Municipal Employee Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike, work stoppage, or other unlawful activity, and the Board shall not pursue lockout tactics in any part of its operations. Further, the Union shall do everything in its power to ensure compliance with this section and the laws of the State of Connecticut.

**ARTICLE XIV  
DISMISSALS**

No employee who has completed his or her probationary period shall receive a written reprimand, get suspended or be discharged without just cause.

**ARTICLE XV  
GRIEVANCE PROCEDURE**

To secure, at the lowest possible level of employer-employee relationship, solutions to problems which may arise concerning the interpretation and provisions of this Agreement, all disputes

between either an employee and the Board or between the Union and the Board concerning the interpretation of any provision of this Agreement shall be dealt with as follows:

### **Definitions**

1. A grievance shall mean a complaint in writing by a food service employee and/or the Union that his/her rights under the specific language of this Agreement have been violated or that as to him/her there has been a misapplication or misinterpretation of the specific provisions of this Agreement.
2. A grievant is the Union or a Food Service Employee employed by the Board of Education.
3. Days, unless specifically identified otherwise, shall mean workdays - any day that the Superintendent's Office is open for business.

### **Prerequisites**

The grievance procedure shall not be applicable until and unless the employee and/or the Union has first talked with his/her immediate supervisor and in good faith attempted to resolve the problem within fifteen (15) days of the occurrence of the incident, or within fifteen (15) days of when the employee and/or the Union should have been aware of the incident in question. If a solution is not reached within five (5) days of notifying the immediate supervisor of a complaint, the grievance procedure becomes available to achieve resolution.

### **Grievance Procedure**

Step 1 If the aggrieved employee and/or the Union is not satisfied with the disposition of his/her grievance, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file a written grievance with the Food Service Director within five (5) working days after that decision, or fifteen (15) working days after the grievance was presented, whichever is sooner. Upon written notification, the Food Service Director will discuss the grievance with the party in interest and/or the Union. If the grievance is not resolved within five (5) days thereafter, a written statement shall be given within five (5) days by the Food Service Director to the employee in interest and/or the Union for use in Grievance Step 2.

Step 2 Within ten (10) days of the receiving of the Food Service Director's reply, the grievance will be submitted to the Director of Finance and Operations or his/her designee. The grievance shall be discussed by the Director of Finance and Operations or his/her designee and the employee and/or the Union. If the grievance is not resolved within five (5) days after submission, a written statement shall be given to the employee and/or the Union within five (5) days for use in Step 3.

Step 3 Within ten (10) days of receiving the Director of Finance and Operations or his/her designee's reply, the grievance will be submitted to the Superintendent or his or her designee. The grievance shall be discussed by the Superintendent or his or her designee and the



employees and/or the Union within thirty (30) days. The Superintendent or his or her designee shall make a written statement of the action taken within thirty (30) calendar days of its submission and provide same to the employee and/or the Union.

Step 4 If the grievance is not solved under the above grievance procedure, the Union may, within thirty (30) calendar days after the written statement by the Superintendent or his or her designee, submit the matter to the Connecticut State Board of Mediation and Arbitration for binding arbitration. Any charges by the Arbitration Board shall be shared fifty (50%) percent by the Union and fifty (50%) percent by the Board. The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. Such arbitration shall be binding upon both parties. If the grievance pertains to termination of an employee, the Board may, within thirty (30) days of receipt of the grievance, submit the matter to the American Arbitration Association for binding arbitration under the AAA Labor Arbitration Rules. Any charges by the Arbitration Board shall be shared twenty-five (25%) percent by the Union and seventy-five (75%) percent by the Board.

### **General Provisions**

1. Any employee may participate in the grievance procedure without jeopardizing his/her standing in the school community.
2. Parties in interest may be represented by UPSEU, a local UPSEU unit representative or any representative authorized by UPSEU.
3. All documents, communications and records germane to the processing of a grievance shall be filed separately from the permanent file of any party in interest.
4. Only the Union or the Board can process grievances into arbitration.
5. Any grievance settlement entered into by the Board and the Union that alters any term or provision of the collective bargaining agreement, or grants an exception thereto for a specific employee, must be specifically authorized in writing by an agreement signed by both the Board and a paid UPSEU unit representative.
6. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. If a grievance is not submitted by the grievant to the next higher step in the procedure delineated in this procedure, it will be deemed settled on the basis of the answer in the step last considered. If there is no response from the Board representatives at any step of the procedure, the non-response shall be considered a denial and the grievance shall proceed to the next step of the procedure.

**ARTICLE XVI  
PERSONAL LEAVE**

1. Each employee, including employees in their probationary period, shall be allowed a maximum of six (6) days of personal paid leave per year, non-cumulative. Personal leave is such leave, for the following reasons:
  - a. religious holidays
  - b. legal matters
  - c. legitimate personal business or
  - d. family reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event).

Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, aunts, uncles, and permanent residents of the employee's household.

Personal is defined as such matters that are private and sensitive.

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of working hours.

2. Leave under this Article shall not be used to extend holidays or vacation periods, unless approved by the Superintendent. The type of reasons for personal absences shall be disclosed on the Request for Personal Leave form. Use of personal leave shall require twenty-four (24) hour notice and approval of the building principal or the Food Service Director, except in the case of illness or emergency. Twenty-four (24) hours notice is not required in emergency situations.
3. The Superintendent may extend additional personal leave, with or without pay, or waive the documentation requirements in this article, if in his or her judgment, there are extenuating circumstances which justify such action.
4. Jury Leave - Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Board with the notice to serve and evidence of attendance.
5. Personal time may be taken in no less than one hour increments.

**ARTICLE XVII  
LEAVES WITHOUT PAY**

1. Leaves of absence without pay for legitimate reasons may be granted at the sole discretion of the Board or its designee for a limited, definite period not to exceed one (1) year.

2. For leaves of duration of thirty (30) days or more, at least sixty (60) days prior to the anticipated commencement of such leave of absence application must be made in writing to the Superintendent stating the reason for the request and the length of time desired. For leaves of less than thirty (30) days duration, written request must be made as soon as possible but, except in cases of emergency, no later than two (2) weeks prior to the anticipated commencement of such leave. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Superintendent.
3. Maternity disability leave for the purpose of bearing children shall be granted in accordance with applicable federal and state law.
4. It is expected that, as far as possible, leave will be arranged as to begin or end at the close of the school year. Exceptions may be approved by the Superintendent or his/her designee.
5. Accumulated seniority shall not be lost during the leave of absence.
6. Employees shall re-enter if there is an open position at a step to be no higher than one (1) above the one he/she was receiving at the start of the leave.
7. No guarantees of any sort as to granting of this leave are made.
8. Where applicable, all leaves granted under this contract shall count towards any leave taken pursuant to the FMLA.

**ARTICLE XVIII  
UNION ACTIVITY LEAVE**

1. The four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time during which such members are scheduled to be on duty.
2. One member of the Union Grievance Committee and the grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

**ARTICLE XIX  
SICK LEAVE**

1. Employees who have completed their probationary period shall be granted ten (10) days sick leave per year with pay to be accumulated at the rate of one day per month, cumulative to 120 days. Upon retirement, pursuant to the terms set forth by the

Connecticut Municipal Employees' Retirement Fund-B Pension Plan in effect for Town of Waterford, or upon the death of an employee with fifteen (15) or more years service to the Waterford School System, the Board will make payment to the individual employee, or his or her estate, for up to thirty (30) days accumulated sick leave. Employees hired on or after June 27, 2013 shall not be eligible for the payout of unused accumulated sick leave.

2. In the event of an expected absence from work due to sickness, the employee must notify his/her immediate supervisor as early as possible and in any event no later than starting time.
3. Except for extenuating circumstances, an employee's failure to notify his/her immediate supervisor will result in an unexcused and unpaid absence from work.
4. Employees returning from any leave shall retain accumulated unused sick leave.
5. In the event a food service employee calls in sick, a substitute may be called in, at the discretion of the cook manager in charge, to cover his/her workload, upon notice to the Food Services Director. When the Cook Manager is ill, the Cook Manager shall notify the Food Service Director who shall contact a worker who shall become the Acting Cook Manager. The Acting Cook Manager shall then arrange for a substitute worker if deemed appropriate by the Director.
6. After four (4) consecutive school days of absence, a doctor's certificate certifying the nature of the illness shall be submitted to the Program Director, if requested by the Food Service Director.
7. Sick leave may be used for medical appointments in which medical procedures are performed or treatments are administered.

**ARTICLE XX  
HOLIDAYS**

1. Employees, including employees in their probationary period, shall be paid annually for the following ten (10) holidays:

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

2. Whenever the first day of work is before Labor Day employees will be paid for Labor Day as an additional holiday.

**ARTICLE XXI  
PENSION AND RETIREMENT**

1. All food service employees who meet the requirements of Municipal Employees Retirement Fund (MERF) Plan B are eligible for a pension as provided by the Town of Waterford and in accordance with the terms of MERF Plan B.
2. The terms of retirement shall be as determined by the Connecticut Municipal Employees' Retirement Fund-B Pension Plan in effect for the Town of Waterford.

**ARTICLE XXII  
WORKDAYS AND WORK YEAR**

1. Hours of work shall be determined by the Board consistent with operational requirements and the interest of education in the system. Employees shall be notified of any changes in their hours of work five work days in advance of the scheduled change, where practicable.
2. Work Year: The regular work year for employees shall consist of all full days provided in the academic calendar (including, at the discretion of the Board, any professional development days as may be scheduled within the school year, within one (1) week prior to the commencement of the school year and/or within one week after the conclusion of the school year) published by the Board annually. The Board may require individual employees or groups of employees to report to work on days scheduled as partial days for students. Work scheduled during the week prior to the commencement of the school year, and/or the week after the conclusion of the school year on days that are not considered professional development days shall be considered "extra work" in paid in accordance with paragraph 3 below. Employees shall be paid for a minimum of four (4) hours if they arrive at work and are released from duty before the end of their normal work day due to an early closing by the Board. Employee service during school vacation weeks and professional development days shall be voluntary. In the event that the Board requires an employee to report to work on a scheduled partial day for students, the employee shall be scheduled for at least three (3) hours, or receive a three (3) hour minimum payment for the day, at his/her regular hourly rate.
3. All employees who are required to do extra work that is not contiguous to their work day, or who are required to report to work on days not previously scheduled by the Board in accordance with paragraph 2, above, shall receive one and one-half times their hourly wage rate for weekdays and on Saturday. Any work done on a Sunday or holiday shall be at twice their hourly rate. Employee service for extra work opportunities shall be voluntary. Extra work opportunities shall first be offered to employees at the school at which the opportunity is located. If the school-based employees decline such opportunities, the extra work shall then be offered to bargaining unit members at other locations. The Board maintains the right to continue the practice of utilizing Board employees to bring in prepared food and beverages for Board functions.

4. When a food service employee performs all the functions of the job in a higher classification for a period of more than three (3) consecutive working days due to the absence of an employee in said classification, he/she will be paid the wage rate on step one of the higher classification. The higher rate will commence on the fourth day, so long as such work in a higher classification has been approved in advance by the Food Service Director. Any approved, paid leave taken within the time period of work at the higher classification shall be paid at the rate and hours per day of the higher classification, however, employees are prohibited from extending the period of work in the higher classification through the use of paid leave. An excused absence during the period of the work at the higher classification shall not cause the employee to return to the regular rate or restart the three (3) day timeline set forth above. Accrual of paid sick leave shall be at the employee's regular rate and hours per day, unless the employee works at least thirty (30) days in the higher classification.
  
5. Employees who have worked at least ninety (90) work days in their first year of continuous employment with the Board or who advanced to a higher group and worked in such group for at least ninety (90) days will be credited with one (1) year of service for purposes of step placement on the salary schedule.
  
6. All wages shall be paid by direct electronic deposit to a U. S. Bank or credit union of the employee's choice. Wages shall be computed by using the actual number of hours worked or contractual leave paid for each pay period.

**ARTICLE XXIII  
SALARIES**

2016-17 Wage Schedules

Group I - General Worker		Group II - Asst. Cook Manager	
Step	Wage	Step	Wage
1	15.89	1	17.39
2	16.10	2	17.61
3	16.65	3	18.64
Group III - Cook Manager Elementary		Group IV - Cook Manager Middle School/ High School	
Step	Wage	Step	Wage
1	20.03	1	21.96
2	20.36	2	22.22
3	21.46	3	23.38

2017-18 Wage Schedules

Group I - General Worker		Group II - Asst. Cook Manager	
Step	Wage	Step	Wage
1	16.21	1	17.74
2	16.42	2	17.96
3	16.98	3	19.01

Group III - Cook Manager Elementary		Group IV - Cook Manager Middle School/ High School	
Step	Wage	Step	Wage
1	20.43	1	22.40
2	20.77	2	22.66
3	21.89	3	23.85

2018-19 Wage Schedules

Group I - General Worker		Group II - Asst. Cook Manager	
Step	Wage	Step	Wage
1	16.62	1	18.18
2	16.83	2	18.41
3	17.40	3	19.49

Group III - Cook Manager Elementary		Group IV - Cook Manager Middle School/ High School	
Step	Wage	Step	Wage
1	20.94	1	22.96
2	21.29	2	23.23
3	22.44	3	24.45

**ARTICLE XXIV  
EXTRA WORK**

1. Anytime the cafeteria kitchen and its facilities are to be used for any purpose the Board will require not less than one (1) member of this bargaining unit to be present to either work or to supervise the proper care of the equipment being used as well as the maintenance of their employment area. Said employee shall receive his/her proper wage for this extra work.
2. When third parties utilize school cafeteria facilities, such utilization shall only be permitted pursuant to the terms of a fee agreement between the Board and the third party and based on the type and extent of usage by the third party. A fee will be set (1) where the third party is using the premises, with the exception of the kitchen facilities, and has agreed to provide its own food, service, equipment and cleanup; (2) where the third party has agreed to provide its own food, service, and clean-up and wishes to utilize the equipment (pots, pans, dishes, stoves, trays, slicers, etc.); and (3) where the third party wishes to hire bargaining unit members for catering functions. The contract will contain

provisions for reimbursement of any extra costs where the third party fails to fulfill any of the contract conditions resulting in additional work time for the staff or other additional costs. Bargaining unit members shall be compensated at one and one-half times their hourly wage rate for such third-party work on weekdays and on Saturday. Any third-party work done on a Sunday or holiday shall be at twice their hourly rate.

3. Cook Managers' Meetings- Employees required to attend cook managers' meetings after work shall be paid at their regular hourly rate for the time spent at said meeting.
4. Extra hours for inventory, short-staffing and bookkeeping may be granted with prior approval of the Food Services Director, and such approval shall not be unreasonably denied. In the event that the need for extra hours arises after the Food Services Director is not available, prior approval may be granted by the Director of Finance and Operations.

**ARTICLE XXV  
LONGEVITY**

Employees shall receive an additional compensation in the amount set forth below. Payment shall be earned on his/her anniversary date in recognition of length of service and payment will be made annually in one lump sum paid the second pay period of the month of an employee's anniversary.

	4 Hours Per Day	5 Hours Per Day	6 Hours Per Day
6 to 10 years	\$226.00	\$245.00	\$275.00
11 to 15 years	279.00	305.00	325.00
16 to 20 years	329.00	365.00	425.00
21 years or more	384.00	425.00	525.00

Employees hired on or after June 27, 2013 shall not be eligible for this benefit.

**ARTICLE XXVI  
UNIFORM ALLOWANCE**

Employees shall receive a uniform allowance of two hundred and fifty dollars (\$250.00) to cover the cost of uniforms and/or shoes. Payment will be made by separate check in the first pay period in September, only for those in employment on the first day of the student's scheduled school year.



**ARTICLE XXVII  
HEALTH INSURANCE BENEFITS**

Section 1

Payment for the medical insurance plans listed below shall be made by the Board of Education for requesting members of the bargaining unit employed a minimum of four (4) hours per day who have been employed at least three (3) continuous years by the Board shall be eligible for both of the insurance plans listed below.

After ninety (90) continuous calendar days of employment, employees employed at least five (5) hours per day and less than three (3) continuous years or employment by the Board shall only be eligible for the High Deductible Health Insurance plans, on the terms and conditions described below.

Section 2

The Board shall have the right to fully or self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

Prior to implementation of any change, the Board shall provide UPSEU and the Union's local Unit President with the specific proposed change(s) in administrators/carriers/plans in writing. The Union shall have at least thirty calendar days from the date the new administrators/carriers/plans information is presented to the Union to review the proposed changes. If the Union does not approve of the proposed changes, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the aspects of the proposed change to which it objects. The Union must submit this written statement within thirty (30) calendar days of the notification period noted above. Failure to submit such statement within the aforementioned day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue. Notwithstanding the time periods set forth in this section, the Board shall have the right to modify the proposed change(s) in order to satisfy any concerns articulated by the Union, and offer the Union a proposed plan designed to address those concerns. The offering of such a revised plan shall not restart the timelines set forth in this section.

The Union may resolve any dispute under this section by submitting the issue to arbitration with the American Arbitration Association within ten (10) business days of receipt of the Superintendent's written notice that the Board intends to implement the new plan/carrier/administrator. The arbitrator in the aforementioned dispute shall have experience in insurance matters. Prior to implementing any change(s), 1) the parties must agree on the proposed changes or an agreeable revision thereto, 2) the Board must receive a written decision from the arbitrator, or 3) the time period for filing for arbitration set forth in this section must expire without a filing for arbitration by the Union. The charges by the arbitration board shall be shared fifty (50%) percent by the Union and fifty (50%) percent the Board.

### Section 3

- A. Effective as soon as practicable after the execution of this agreement, a Preferred Provider Organization Plan (the “2016 PPO Plan”) will be offered to eligible compliant participating employees (as defined below) at a rate of eighty-three percent (83%) percent of the fully insured premium or fully insured equivalent rates with the employee paying seventeen percent (17%) of the fully insured premiums or fully insured equivalent rates. In the 2017-2018 contract year, the Board shall pay eighty-two percent (82%) of the fully insured premium or fully insured equivalent rates, with the employee paying eighteen percent (18%) of the premiums. In the 2018-2019 contract year, the Board shall pay eighty-one percent (81%) of the fully insured premium or fully insured equivalent rates, with the employee paying nineteen percent (19%) of the premiums. The 2016 PPO Plan is described in summary form in Appendix A.
- B. Effective as soon as practicable after the execution of this agreement, a high deductible health care plan offered with a health savings account feature (the “2016 HDHP Plan”) will be offered to eligible compliant participating employees as a voluntary option and will be mandatory for non-compliant employees. For employees eligible for a Board contribution, the Board will contribute fifty percent (50%) of the annual deductible to the employee’s HSA, as described in more detail in Appendix B. In the 2016-2017 contract year, the Board shall pay eighty-eight (88%) percent of fully insured premium or fully insured equivalent rates with the employee paying twelve percent (12%) of the premiums. In the 2017-2018 contract year, the Board shall pay eighty-seven (87%) percent of fully insured premium or fully insured equivalent rates with the employee thirteen percent (13%) of the premiums. In the 2018-2019 contract year, the Board shall pay eighty-six (86%) percent of fully insured premium or fully insured equivalent rates with the employee fourteen percent (14%) of the premiums. The 2016 HDHP Plan is described in summary form in Appendix B. Non-compliant employees shall be required to participate in the 2016 HDHP Plan.

### Section 4

Master Group policies are available in the business office for more specifics. The master certificates and/or policies are the governing documents when it comes to the Board’s insurance plans; the information contained herein and in the contract appendices is intended as a summary.

### Section 5

The Board shall pay for dental insurance for employees employed a minimum of four (4) hours per day who have been employed at least three (3) continuous years by the Board at a cost-sharing percentage equal to that it pays for the PPO Plan, and the employee shall pay the remaining percentage of the cost of individual or family dental plan as selected by the Board. The Dental Plan is described in summary form in Appendix C.

Section 6 (Insurance for Employees who have Completed less than Three Years of Service)

After ninety (90) continuous calendar days of employment, all Bargaining Unit members employed less than three (3) continuous years, on a schedule of at least thirty (30) hours per week, are eligible for the 2016 HDHP Plan, with the same premium contributions as set forth above. However, such employees are not eligible for any funding of the deductible through a Board HSA contribution, until such employees have served at least three (3) continuous years in this bargaining unit.

After ninety (90) continuous calendar days of employment, all Bargaining Unit members employed less than three (3) continuous years, on a schedule of at least thirty (30) hours per week, the Board shall also provide for the dental plan benefits as described in summary form in Appendix C, on the same terms and conditions as employees that have been employed for three (3) years or more, on the plan as selected by the Board.

Employees must have worked at least ninety (90) days during a contract year in a position within the bargaining unit to be credited with a year of continuous employment.

Section 7

- A. Waiver Payment for employees working four (4) or more hours per day with at least three (3) years of service:

Employees working four (4) or more hours per day who have completed at least three (3) years of continuous service, and who waive their eligibility, shall receive in October of the school year a lump sum payment of five hundred dollars (\$500) for single coverage, seven hundred and fifty dollars (\$750) for two-person coverage, and one thousand dollars (\$1000) for family coverage. Notice of intention to waive insurance coverage shall be completed by the employee upon hire, and shall be effective until revoked. In order to obtain or resume coverage, written notice of intent to obtain or resume coverage must be received by the Business Office no later than May 1, to be effective in the following contract year and thereafter until further notice. Waiver of premium procedures must be acceptable to the insurance carrier.

Employees hired on or after June 27, 2013 shall not be eligible for this benefit.

- B. Waiver Payment for employees working five (5) or more hours per day with less than three (3) years of service:

Employees working five (5) or more hours per day who have completed less than three (3) years of continuous service, and waive their eligibility, shall receive in October of the school year a lump sum payment of two hundred fifty dollars (\$250) for single coverage, three hundred and seventy-five dollars (\$375) for two-person coverage, and five hundred dollars (\$500) for family coverage. Notice of intention to waive insurance coverage shall be completed by the employee upon hire, and shall be effective until revoked. In order to obtain or resume coverage, written notice of intent to obtain or resume coverage must be received by the Business Office no later than May 1, to be effective in the following

contract year and thereafter until further notice. Waiver of premium procedures must be acceptable to the insurance carrier.

Employees hired on or after June 27, 2013 shall not be eligible for this benefit.

- C. Employees who begin their employment after the date of issuance of the payment noted above will not be eligible to receive such payment for the school year in which they were hired.

#### Section 8

One hundred percent (100%) of the premium for a Twenty Thousand Dollar (\$20,000) term life insurance policy, the carrier to be determined at the sole discretion of the Board.

#### Section 9

Individual employees may have the option of purchasing at group rates any insurance benefits provided to other bargaining units through payroll deduction on the second payday of the month.

#### Section 10

The Board shall maintain a Section 125 Salary Reduction Agreement (RA) which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. Within said Salary Reduction Agreement, the Board shall also adopt and maintain a flexible spending account for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$5,000 per plan year for health reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described in this article, including but not limited to their share of the premium costs for such plans. The following provisions will apply.

- (i) Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.
- (ii) Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to September 1 of each plan year in which he or she desires to participate.
- (iii) Each employee accepted as a participant in the RA Plan must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year (a minimum of \$100 to a maximum of \$5,000 per plan year for health reimbursement, a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care), which shall be divided by

the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.

- (iv) As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the employee shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.
- (v) Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any plan year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants.
- (vi) The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

## Section 11

Effective July 1, 2016, the Board will implement wellness incentive programs for employees enrolling in the health plans. Employees employed a minimum of four (4) hours per day who have been employed at least three (3) continuous years by the Board and enrolled in a Board sponsored health plan will be automatically enrolled in the Board's wellness incentive program as described herein. If during the preceding calendar year, the employee and the employee's enrolled spouse and dependents (as applicable) participated in all applicable components of the Board's wellness incentive program, the employee shall be deemed a "compliant participating employee." If during the preceding calendar year, the employee or the employee's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be deemed a "non-compliant employee." Non-compliant enrollees will be required to enroll in the 2016 HDHP Plan. The Board's wellness incentive program consists of a "benefits based" wellness incentive program.

The Board shall make a designation of an employee's status as a compliant participating or non-compliant employee on an annual basis, based on the employee's participation in wellness incentive program requirements during the preceding calendar year. The Board shall give notice of an employee's status at least two (2) times per year on or before January 31st and on or before April 15th.

For contract year 2016-2017, all enrolled employees shall be designated as "compliant participating employees."

A. Benefits Based Program:

Employees, their spouses and their enrolled dependents twenty (20) years of age or older will be enrolled in the benefits based program, which will require participants to obtain recommended preventive care services. Preventive services shall include those services outlined in Appendix E.

B. Non-Compliant Employees:

If during the preceding calendar year, the employee or the employee's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be designated a "non-compliant employee." Effective July 1st following the designation of an employee as a non-compliant employee, non-compliant employees shall only be offered the 2016 HDHP Plan described in Appendix B. If during the preceding calendar year, the employee and the employee's enrolled spouse and dependents fully participate in all applicable components of the Board's wellness incentive programs, the employee shall be designated a "compliant participating employee." Effective the following July 1<sup>st</sup> the compliant participating employee shall be offered the 2016 PPO Plan and the 2016 HDHP Plan on the terms and conditions applicable to compliant participating employees.

**ARTICLE XXVIII  
PERSONNEL FILES**

1. Employees shall have the right to review his/her personnel file by appointment and shall be given copies of all evaluation reports placed in said files.
2. Employees shall have the right to respond, in writing, to any material placed in their personnel file.

**ARTICLE XXIX  
COURSE REIMBURSEMENT  
AND PROFESSIONAL DEVELOPMENT DAYS**

When, in the judgment of the Superintendent, or his/her designee, a course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the staff member is assigned or would enhance professional growth, then such reimbursement may be granted. Courses must have the approval of the Superintendent at least fifteen (15) days prior to the start of the course. A maximum of up to one hundred-fifty dollars (\$150) will be allotted for each course upon satisfactory completion of said course. Each year one thousand dollars (\$1,000) for course reimbursement will be provided for employees in the bargaining unit. This amount may not be overexpended.

Course reimbursement is payable in one lump sum in the calendar year in which the course is completed and a transcript submitted. Bargaining unit members must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees. The employee must have a grade of B or better or achieve a Pass in a Pass/Fail course to be reimbursed. Payment shall be made as soon as practicable after submission of the appropriate documents. All bargaining unit members must be employed by the Waterford Board of Education at the time payment is made in order to receive reimbursement.

When, in the judgment of the Superintendent, or his/her designee, a Professional Development Day is requested which will make a meaningful contribution to a more effective performance of the duties to which the staff member is assigned or would enhance professional growth, then such a day may be granted.

**ARTICLE XXX  
LABOR MANAGEMENT COMMITTEE**

There shall be a joint Labor Management Committee, with up to 3 representatives of management appointed by the Superintendent of Schools and up to 3 representatives of the employees appointed by the Union. The employee representatives shall make efforts to include 1 representative from each level (elementary, middle and high school). Each party shall select a contact person to whom information can be sent and with whom scheduling can be arranged.

The Labor Management Committee shall meet on a schedule to be mutually agreed by the Board and the Union. Meetings shall be scheduled so as not to interfere with day to day operations.

The discussions of the Labor Management Committee shall not be considered bargaining under the MERA.

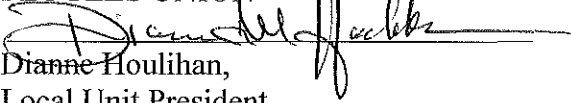
**ARTICLE XXXI  
DURATION**

1. The provisions of this Agreement shall be effective as of the date of ratification by both parties and shall continue and remain in full force and effect to and including the thirtieth day of June 2019, provided, however, only wage and step increases (Article XXIII), and longevity (Article XXV) shall be applied retroactively from July 1, 2016. New medical and prescription insurance co-pays (hospital, outpatient and prescription) shall begin as soon as practicable after the execution of this Agreement.
2. This contract shall be automatically renewed from year to year unless either party shall notify the other, in writing, at least one hundred twenty (120) days prior to the termination date (or, if renewed, the anniversary date).

**SIGNATURE BLOCK**

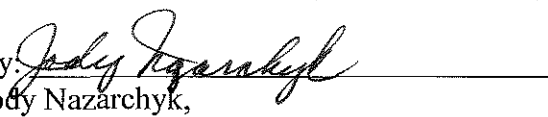
IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereunto as of the date and year first above written.

UNITED PUBLIC SERVICE  
EMPLOYEES UNION


By:   
Dianne Houlihan,  
Local Unit President

Date: 7/18/17

WATERFORD BOARD OF EDUCATION

By:   
Jody Nazarchyk,  
Chairperson

Date: 7/10/17

By:   
Kevin Boyle, President  
UPSEU

Date: 7/12/17

By:   
Craig L. Manemeit, Esq.

Date: 7/12/17



**APPENDIX A**  
**2016 PPO PLAN DESIGN**

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>
Office Visit Copayment	\$35 per visit
Specialist Visit Copayment	\$45 per visit
Hospital Copayment	\$300 per admission
Urgent Care Copayment	\$75
Emergency Room Copayment	\$125
Outpatient Surgery Copayment	\$200 per procedure
Lifetime Maximum	Unlimited

**PREVENTIVE CARE**

Well child care :	
Birth to 12 years	No Charge
All others	No charge
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge

**MEDICAL CARE**

Office visits:	
Primary Care	\$35 per visit
Specialists	\$45 per visit
Outpatient mental health	\$35 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$45 per visit
Maternity care, initial visit	\$45 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
Allergy services:	
Office visits/testing	\$45 per visit
Injections - 80 visits in 3 years	No charge

**HOSPITAL CARE - Prior authorization required**

Semi-private room	\$300 co-payment
Inpatient Mental Health	\$300 co-payment
Inpatient Substance Abuse	\$300 co-payment

**HOSPITAL CARE - Prior authorization required**

Skilled nursing facility (120 days)	\$300 co-payment
Rehabilitative services (60 days)	\$300 co-payment
Outpatient surgery	\$200 co-payment

APPENDIX A  
2016 PPO PLAN DESIGN CONTINUED

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>
<b>EMERGENCY CARE</b>	
Walk-in centers	\$35 per visit
Urgent care - at participating center	\$75 co-payment
Emergency care	\$125 co-payment
Ambulance	No charge
<b>OTHER HEALTH CARE</b>	
Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$45 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services	State Mandate
Home Health Care	No charge
<b>*PRESCRIPTION DRUGS</b>	
Generic	\$5 copayment
Listed Brand	\$25 copayment
Non-Listed Brand	\$40 copayment
Mail Order	2x retail
Annual Maximum	\$2,000
Plan	Managed
<b>OUT-OF-NETWORK SERVICES</b>	
Calendar Year Deductible:	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
Coinsurance Maximum:	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
Cost Share Maximum:	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

\* The drug rider includes certain management features including but not limited to features such as step therapy and mandatory generic substitution.

APPENDIX B  
Waterford Board of Education  
2016 High Deductible Health Plan

The Board offers a HDHP plan, the high deductible health care plan with a health savings account feature, to include the following components:

<b>BENEFIT</b>	
<b>COST SHARES</b>	
	<p><b>In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required</b></p> <p>Deductible: \$2,000 Individual, \$4,000 Two or More In Network Coinsurance 100%</p> <p>Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More Lifetime Maximum In-Network - Unlimited</p> <p><b>Out-of-Network Benefits</b> Coinsurance 80% / 20%</p> <p>Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More Lifetime Maximum Out-of-Network - Unlimited</p> <p><b>Only In-Network Benefits Illustrated Below</b></p>
<b>PREVENTIVE CARE</b>	<b>Annual</b>
<b>Pediatric</b>	Covered 100% - Not Subject to Deductible
<b>Adult</b>	Covered 100% - Not subject to Deductible
<b>Vision Exam</b>	Covered 100% - Not Subject to Deductible
<b>Hearing</b>	Covered 100% - Not Subject to Deductible
<b>Routine Gynecological</b>	Covered 100% - Not Subject to Deductible
<b>MEDICAL SERVICES</b>	
<b>Medical Office Visit</b>	100% after deductible
<b>Outpatient - PT/OT</b>	100% after deductible
<b>Chiropractic</b>	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
<b>Allergy Services</b>	100% after deductible
<b>Diagnostic Lab &amp; X-ray</b>	100% after deductible
<b>Surgery Fees</b>	100% after deductible

APPENDIX B  
2016 HIGH DEDUCTIBLE HEALTH PLAN CONTINUED

<b>BENEFIT</b>	
<b>COST SHARES</b>	
<b>Office Surgery</b>	100% after deductible
<b>Outpatient MH/SA</b>	100% after deductible
<b>EMERGENCY SERVICES</b>	
<b>Emergency Room</b>	100% after deductible
<b>Urgent Care Facility</b>	100% after deductible
<b>Ambulance</b>	100% after deductible
<b>INPATIENT HOSPITAL</b>	
<b>General/Medical &amp; Surgical</b>	<b>Note: All hospital admissions require pre-cert</b> 100% after deductible
<b>Ancillary Services (Medication, Supplies)</b>	100% after deductible
<b>Psychiatric</b>	100% after deductible
<b>Substance Abuse/Detox</b>	Covered 100%
<b>Rehabilitative</b>	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
<b>Skilled Nursing Facility</b>	100% after deductible 120 days per calendar year
<b>Hospice</b>	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
<b>Outpatient Surgery Facility Charges</b>	100% after deductible
<b>Diagnostic Lab &amp; X-ray</b>	100% after deductible
<b>Pre-Admission Testing</b>	100% after deductible
<b>OTHER SERVICES</b>	
<b>Durable Medical Equipment</b>	100% after deductible
<b>Prosthetics</b>	100% after deductible
<b>Home Health Care</b>	100% after deductible 200 visits per calendar year.

APPENDIX B  
2016 HIGH DEDUCTIBLE HEALTH PLAN CONTINUED

<b>Infertility Services</b>	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
<b>Prescription Drugs</b>	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

For employees electing the HDHP Plan, the Board will continue to contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

In addition to the insurance offerings noted in these appendices, the Board may implement voluntary Wellness Incentive Plan(s) as may be suitable and desirable, after consultation with the Union concerning same.

APPENDIX C  
DENTAL PLAN DESIGN

***FLEX DENTAL PLAN***  
***Waterford BOE***

***HOW IT WORKS***

This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below.

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***(CATEGORY 1) DIAGNOSTIC & PREVENTIVE SERVICES***

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

***Maximum of \$1,500 shared with category 1, 2, 3.***

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***(CATEGORY 2) BASIC SERVICES***

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Periodontics
- General Anesthesia
- Recement Crown

***Maximum of \$1,500 shared with category 1, 2, 3.***

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***(CATEGORY 3) MAJOR SERVICES***

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns - 1/Tooth/5 Years
- Post and core - 1/Tooth/5 Years
- Inlays - 1/Tooth/5 Years
- Onlays - 1/Tooth/5 Years
- Recement Bridge
- Prosthodontics - 1/Tooth/5 Years
- Repair of dentures – 1/Year
- Relining of dentures – 1/2 Years
- Repair bridge

***Maximum of 1,500 shared with category 1, 2, 3.***

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***(CATEGORY 4) ADDITIONAL SERVICES***

Payable at 50% of usual, customary and reasonable charges at participating dentist:

***Orthodontics up to age 19***

**\$1,000 Lifetime Maximum for Orthodontics**

**APPENDIX C**  
**DENTAL PLAN DESIGN CONTINUED**

***PRINCIPAL LIMITATIONS AND EXCLUSIONS***

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

*This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*

## APPENDIX D

### SCHEDULE FOR PREVENTIVE SERVICES

Preventive Physical Exams and Mammograms are required in the 2017 calendar year (Jan 1 – Dec 31) and then according to schedule below:

<b>Preventative Screening Requirements</b>	<b>Age Required <sup>(1)</sup></b>	<b>Frequency</b>
Preventive Physical Exam	20 years and older	1 exam every 2 years
Routine OB/GYN Exam <sup>(2)</sup>	20 years and older	1 exam every 2 years
Mammogram	45 years and older	1 exam every 2 years
Colonoscopy	50 years of age and older	1 exam every 10 years

(1) Use age as of January 1<sup>st</sup> to determine required screening for yourself, spouse, and/or children if applicable.

(2) Routine OB/GYN Exam can be conducted by Primary Care Provider either at the time of Preventive Physical Exam or Separate visit. Primary Care Provider may need to provide written attestation that Routine OB/GYN Exam was performed.

Note: Wellness Compliance will be determined for the July plan year based on services received in the previous calendar year/years.