

AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

And

LOCAL 818, AFSCME, COUNCIL 4, AFL-CIO

CAFETERIA MANAGERS

July 1, 2014 – June 30, 2018



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AGREEMENT

This Agreement has been entered into between the West Hartford Board of Education hereinafter referred to as the "Board" and Local 818 of Council 14 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1.0

The Board of Education recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all supervisory employees of the West Hartford Public Schools Nutrition Services, excluding the Nutrition Services Operations Manager.

ARTICLE II UNION SECURITY

Section 2.0

During the term of this Agreement, all employees in the bargaining unit, upon completion of probation, shall, as a condition of employment, either become members of the Union or pay to the Union a service fee set by the Union in accordance with law.

The Union shall certify in writing to the Board the annual rate of membership dues and the annual rate of the service fee within ten (10) days following any change in said annual rates.

Section 2.1

Upon receipt of a signed authorization form from the employee the Board shall deduct from the employee's pay such initiation fees and/or dues as the Union shall determine.

Section 2.2

A listing of the names and addresses of employees from whose wages dues have been deducted will be sent to the Financial Officer of the Union no later than the last day of the month.

Section 2.3

The dues deduction for each month will be made from each payroll check during the first payroll period of each month and will be remitted to the Financial Officer of the Union not later than the last day of each month.

Section 2.4

The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

Section 2.5

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement or any extension thereof.

ARTICLE III SENIORITY

Section 3.0

The Employer shall prepare a list of all employees in the bargaining unit showing their seniority, date of hire and length of service with the Board and shall deliver the same in duplicate to the Council 4 office on or before October 1, of each year.

Section 3.1

New employees shall serve a probationary period of sixty (60) working days, which can be extended an additional thirty (30) working days if management determines additional time is needed to evaluate the probationary employee. Employees shall have no seniority rights during their probationary period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be regular employees and shall acquire length of service records, included as those used for accrual of benefits, as of the date of their initial employment.

Section 3.2

If vacancies occur within the unit, the Board shall post the vacancies in all schools for a period of ten (10) days on a bulletin board made accessible to each employee and notify the Union of such posting. Qualified applicants within the bargaining unit shall be given first consideration for such vacancy in order of seniority.

If no Bargaining Unit employees apply for the vacancy, the Board can then fill the position from outside the bargaining unit. The filling of job vacancies, which are included within the scope of this contract, is subject to arbitration.

Vacancies shall be filled within a reasonable time after a particular Position has been vacated, and/or within a reasonable time from the date that a new position has been created.

When an employee fills a vacancy which is considered a lateral transfer, he/she shall serve a thirty (30) calendar day probationary period in the new position. When an employee fills a vacancy which is considered a promotional transfer, he/she shall serve a ninety (90) calendar day probationary period in the new promoted position. When an employee is retained in a vacancy or new position for the period of probation, he/she shall be considered as qualified to hold the position to which he/she has been assigned. In any event, the employee filling the vacancy shall have the right to return to their former position.

Section 3.3

The term "layoff" shall mean termination of employment due to the reduction in the number of positions. In the case of layoff, Employees shall be laid off in inverse order of seniority within classification, last hired, first fired.

For the purposes of this Article there shall be two (2) classifications:

Classification I	Conard High School Manager and;
Classification II	Hall High School Manager Middle School Manager Area Manager

Seniority for purposes layoff and recall under this Article shall be defined as length of service within the bargaining unit.

Section 3.4

The order of layoff within classification, first to last, shall be:

- 1st - New hire probationary full time employees
- 2nd - Regular full time employees

Section 3.5

When a position is eliminated and the number of employees within the bargaining unit exceeds the number of positions in the bargaining unit, the employee directly affected shall bump the employee with least seniority within their classification, if any.

Section 3.6

For a period of two (2) years following layoff, laid off employees with the most seniority shall be recalled first and no new employees shall be hired into the bargaining unit until all laid off employees in the bargaining unit have been given the opportunity to return to work via certified mail sent to the employee's last known address. A laid off employee shall have recall rights to their former position or any other position in their classification.

Section 3.7

Individuals who are recalled must contact the West Hartford Board of Education with their decision to accept or decline the recall position being offered via certified mail. If the employee accepts the position, then the employee shall assume their duties within fourteen (14) working days following the certified written notice of recall or it shall be considered that they have declined the recall. The Nutrition Services Operations Manager may grant an extension to the time for reporting back to work. The recalled individual will return to work at the appropriate contractual pay rate.

Section 3.8

All bargaining unit work will be performed by bargaining unit employees

ARTICLE IV
HOURS OF WORK

Section 4.0

The normal working hours for the bargaining unit shall be as follows:

- | | | |
|----|---|--|
| a. | Conard High School Manager | Eight (8) hours per day with
one-half (1/2) hour unpaid lunch |
| b. | Hall High School Manager
Middle School Managers
Area Managers | Seven and one-half (7.5)
hours per day with one-half (1/2)
hour unpaid lunch |

In general, the schedule and/or number of hours may be changed prior to the beginning of a new school year with up to four (4) weeks prior notice to the Union. Under emergency circumstances, the Board may alter the schedule and/or number of hours during the school year with four (4) weeks notice to the Union.

Section 4.1

Any hours worked in excess of forty (40) hours per week shall be paid at time and one-half the employee's regular hourly rate.

Any hours worked for "catering" in excess of the employee's regular working hours, shall be paid at time and one-half the employee's regular hourly rate.

Any employee called in to work after regular working hours, who works two (2) or more hours after being called in, shall be paid for four (4) hours, or the actual number of hours worked, whichever is greater, at the applicable rate.

ARTICLE V
HOLIDAYS

Section 5.0

Employees shall be granted a total of ten (10) paid holidays during each year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Christmas Day
Memorial Day	Columbus Day

Should any employee work during the Summer, said employee shall receive the July 4th holiday as a paid holiday.

Section 5.1

Holidays occurring on Saturday will be observed on the preceding Friday if there is no school on said Friday.

Holidays occurring on Sunday will be observed on the following day if there is no school on said Monday.

Section 5.2

Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall receive said holiday pay and will not have leave charged to sick leave.

Section 5.3

In order to be eligible for a holiday off with pay (holiday pay), an employee must be at work or on approved sick leave per the sick leave call in practice, or other leave with pay on the days immediately preceding and following the day on which the holiday is observed.

ARTICLE VI **INSURANCE**

All "employees" who are paid at least fifty percent of the rate of any category shown in Appendix A shall be eligible for any of the insurance programs listed within this Article. Dependent coverage may include bona fide domestic partners, provided that such status is established by affidavit as shown in Appendix D.

Section 6.0 Benefits

A. The following insurance programs shall be provided through the third party administrator services of Anthem Blue Cross and Blue Shield, with the exception of prescription drug coverage, which shall be administered by Caremark.

The Board shall provide a double option choice to all eligible employees either of (1) Century Preferred, or (2) BlueCare Plus as described in Appendix B.

The Board shall provide the Union, upon request, with a written statement from each carrier of the premium rate that each carrier would charge the Board to provide the benefits specified in 6.1 for each level of coverage on a fully-insured basis.

B. 1. Century Preferred Plan (PPO)

Century Preferred Plan is a preferred provider organization plan providing two levels of benefits. The Board may substitute a comparable plan if agreed to by the Union. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

2. BlueCare Plus Plan (HMO)

BlueCare Plus HMO (physician referral) Plan is a health maintenance organization. The Board may substitute a comparable plan if agreed to by the Union. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

3. Dental

a. DeltaPremier Dental Plan

The Board shall make available for the duration of this Agreement and at a level of service no-less-than that in effect June 30, 1998 the DeltaPremier plan as described in Appendix C.

b. DeltaPreferred Dental Plan

The Board shall make available as a second dental option the DeltaPreferred Dental Plan. Described in Appendix C.

The Board may substitute a comparable plan if agreed to by the Union. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

4. Other

Long term disability and group life insurances shall be provided. The maximum monthly long term disability benefit shall be \$2,500 and the maximum life insurance benefit shall be \$50,000. There is a twenty-four month limitation for disabilities due to mental illness unless the employee is confined to a hospital or institution. The Board may substitute a comparable plan if agreed to by the Union. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

Section 6.1 Premium Cost Sharing

A. The term "premium cost" as used herein shall mean the premium rate that each carrier would charge the Board to provide the benefits specified in 6.1 for each level of coverage if the Board has funded those benefits on a fully-insured basis, giving full credibility to actual experiences.

B. The Board of Education, Anthem Blue Cross and Blue Shield, or such other Third Party Administrator (TPA), mutually agreed to by the Board and Union subject to the provisions of Article 6.2 of this Agreement shall make available to the Union all relevant data regarding the costs and performance of the various insurance plans available under this Agreement. Such data shall include, but not be limited to: the master trust agreement, consultant/TPA reports and/or studies, and premium and/or conventional premium equivalent calculations. Utilization information shall be provided including "network and out of network" providers, frequency of claims, costs, use of network providers, and Usual and Customary Rates (UCR). The Board will

also provide to the Union upon request access to any other resources such as consultants which in its sole discretion the Board may engage that can validate current or future costs of the insurance benefits provided under this Collective Bargaining Agreement.

C. Board and Employee Premium Contributions.

1. Century Preferred Plan Option

Effective July 1, 2014, the employee shall pay annually 16.5% of the Century Preferred Plan premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of this cost.

Effective July 1, 2015, the employee shall pay annually 17% of the Century Preferred Plan premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of this cost.

Effective July 1, 2016, the employee shall pay annually 18% of the Century Preferred Plan premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of this cost.

Effective July 1, 2017, the employee shall pay annually 19% of the Century Preferred Plan premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of this cost.

2. BlueCare Plus HMO Option

Effective July 1, 2014, the employee shall pay annually 11.5% of the BlueCare Plus HMO premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

Effective July 1, 2015, the employee shall pay annually 13% of the BlueCare Plus HMO premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

Effective July 1, 2016, the employee shall pay annually 14 % of the BlueCare Plus HMO premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

Effective July 1, 2017, the employee shall pay annually 15.5% of the BlueCare Plus HMO premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

3. High Deductible Health Plan (HDHP) is implemented as an option effective July 1, 2015, employees shall contribute 16.5% for the entire contract.

4. Long Term Disability

The employee shall pay ten percent (10%) of the premium cost for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

5. Group Life

For coverage up to two times (2X) the annual salary, not to exceed \$50,000, the employee shall pay ten percent (10%) of the premium cost. The Board shall pay the balance of the cost.

For any coverage available to the employee and that he/she chooses to purchase beyond the maximum coverage applicable for him/her, the employee shall pay one hundred percent (100%) of the premium cost.

6. Dental

The employee shall pay twenty percent (20%) of premium costs for the DeltaPremier plan or the DeltaPreferred Dental Plan. The Board shall pay the balance of the cost.

Section 6.3

The Board shall make an IRS Section 125 plan available to the employee making premium contributions for insurance benefits under Section 6.2 of the Agreement.

The Board shall make available on an optional basis a Section 125 Flexible Spending Account for Accident and Health Insurance (IRC Sections 105 and 106) and Dependent Care Assistance (IRC Section 129). Those employees who utilize this option will assume the actual administrative costs for these Accounts.

Section 6.4

Employee shall be permitted to change their participation in insurance programs only once annually during the open enrollment period in June, to be effective in September, unless there is a change in status ~ marriage, birth, divorce, death).

Section 6.5

The Board shall provide prompt notification to the Union of any change(s) or intended change(s) in existing conditions of employment under this Article after the Board or the Administration have become aware of such change(s) or intended change(s).

This section shall not be construed to waive the Union's right to negotiate changes the Board proposes concerning mandatory subjects of negotiation.

Effective July 1, 2015, the following changes will be made to the health insurance plan (plan summary attached as Appendix B);

Office visit co-pay (\$25)

Outpatient Coverage (\$200)

Inpatient Coverage (\$200)

Out-of-Network deductible (\$4,000/\$8,000)

Emergency Room (fee waived if admitted)

Prescription Coverage RX (\$15/30/50 with two times (2x) co-pay for mail order 100 day supply)

Section 6.6

Upon retirement or resignation at age fifty-five (55) or greater with at least ten (10) years of service, the employee may continue medical coverage in the Board of Education sponsored plan for self and dependents.

The Board of Education will pay 100% of individual medical coverage for each enrolled retired or resigned employee who is under age 65. The Board of Education will pay for each enrolled retired or resigned employee under age 65, 100% of the cost of the employee's enrolled dependents who are under age 65, and shall provide the same medical insurance coverage that would be provided by the Board of Education if the member were a regularly employed and active employee. This benefit section shall be for current employees as of 01.01.2010.

ARTICLE VII **LEAVE PROVISIONS**

Section 7.0 Sick Leave

Sick leave of twelve (12) days annually, not including absence covered by Workers' Compensation, cumulative to one hundred fifty (150) days, shall be granted to the members of the bargaining unit. Each employee shall be notified of his/her accumulated sick leave by letter annually.

Section 7.1

Sick leave may be used in the following cases.

- a. Personal illness or physical incapacity.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. To meet dental or medical appointments or other sickness prevention measures, provided that it is not possible to arrange for a dental or medical appointment at a time other than when the employee is to be on duty. Except in emergency situations, the employee shall inform the Department Head in advance of the date and time of such appointment.
- d. Up to three (3) days per year for illness of physical incapacity of a member of the employee's household, after personal leave has been exhausted.

Section 7.2

A medical certificate acceptable to the Board may be required for any absence of five (5) consecutive working days or more or in the event of frequent or habitual absences as determined by the Director of Human Resources.

Section 7.3 - Payment for Unused Sick Leave

- a. Upon retirement under the Town pension and retirement plan, an employee shall receive, on the basis of his /her current regular-time wage rate, payment for up to sixty (60) days of accrued sick leave. This provision shall not apply to employees hired by the Board after 01.01.2011.
- b. In the event of an employee's death, his/her spouse and/or minor children or estate shall receive, on the basis of the employee's current regular-time wage rate, payment for up to sixty (60) days of accrued sick leave.
- c. If an employee is at the maximum permitted accumulation of sick leave and does not use any sick leave in the calendar year (January through December), then the employee shall receive, in January of the year following the qualifying time period, an incentive payment of two hundred fifty dollars (\$250).

Section 7.4 - Union Leave

- a. The Union Executive Board members shall be allowed time off without loss of pay to conduct Union business up to a maximum of three (3) days per year. No more than two (2) employees may be on Union Leave at anyone time.
- b. A maximum of one (1) Officer and/or Steward of the Union, designated by the Union, shall be afforded the necessary amount of time without loss of wages to adjust grievances actually filed.

Section 7.5 - Other Leave with Pay

Employees shall be granted leave with pay for the following reasons:

- a. Jury duty. Fees realized from jury service, however, must be turned over to the Board of Education.
- b. Any other appearance of the employee before a court or other public body to which the employee is legally summoned. Proof of required appearance will be provided as a condition of payment for the date(s) of absence.
- c. Participation in short term military training in Federal Reserve or National Guard. The difference between military pay, plus allowances and the employee's scheduled pay, shall be paid to the employee upon submission by the latter of a form certifying the amount of money which he/she has been paid during his/her period of absence, upon approval of the Superintendent or his/her designee, in his/her sole discretion.
- d. Participation in conferences or official meetings as approved by the Superintendent or his/her designee or the Operations Manager.
- e. Participation in education or training courses as approved by the Superintendent or his/her designee, which enhance the employee's value to the school system. In the event

that the employee receives a scholarship or fellowship, his/her normal salary shall be reduced by that amount for the duration of the leave.

Section 7.6 - Personal Leave

Employees shall be granted five (5) personal days per year, non-cumulative. Personal Leave shall be granted for reasons such as, but not limited to;

1. Non-illness emergencies
2. Events which are beyond the employee's control
3. Graduations
4. Weddings
5. Business that cannot be conducted during non-work hours
6. Legal business
7. Holy Days
8. Bereavement
9. Illness of a family member

Generally, employees shall not be required to provide any additional information for personal leave other than the reason, or related to reason, listed above, but employees may be required to produce documentation when it is requested by the Superintendent or his/her designee.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 8.0

Grievances arising out of matters covered by this Agreement and past practice will be processed in the following manner.

GRIEVANCE PROCEDURE

Section 8.1 - Purpose The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible to insure efficiency and employee morale.

Section 8.2 - Definition A grievance for purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

- A. Disciplinary action.
- B. Matters relating to the interpretation and application of the Articles and Sections in this Agreement.
- C. Interpretation and application of rules and regulations and policies of the Employer.

Section 8.3 - Procedure

- A. Any employee may use this grievance procedure with or without Union assistance, although the Union shall have the right to be present. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance anew from the first step or from the next succeeding step following that which the employee has utilized.
- B. No grievance settlement made as a result of an individually processed grievance shall be in conflict With the Union.

STEP ONE - Any employee who has a grievance shall reduce the grievance to writing and submit it within thirty (30) calendar days to the Budget and Business Administrator, who shall use his/her best efforts to settle the dispute. The Budget and Business Administrator's decision shall be submitted in writing to the aggrieved employee and the Union, within seven (7) calendar days of receipt of the grievance.

STEP TWO - If the complainant or the Union, are not satisfied with the decision rendered by the Budget and Business Administrator, the complainant or the Union shall submit the grievance in writing to the Deputy Superintendent within fifteen (15) working days. The Deputy Superintendent shall, within seven (7) working days of receipt of the grievance, submit their decision to the complainant and the Union.

STEP THREE - If the complainant or the Union are not satisfied with the decision rendered by the Deputy Superintendent, the Union shall submit the grievance, in writing, to the Connecticut State Board of Mediation & Arbitration (CSBMA) within thirty (30) calendar days with notice to the Board. If mutually agreed, the parties may submit the grievance to AAA in lieu of the CSBMA, unless the Board elects to have the grievance heard before AAA, in which case the Board shall assume all costs associated with AAA arbitration except for the Union's cost for their representative. Only the Union, not the individual grievant, can take a grievance to arbitration. For the purposes of this article, section 8.2.c. can only be processed to the step two level and can not be processed to arbitration.

The decision rendered by the arbitrator(s) shall be final and binding upon the parties. The arbitrator(s) shall not add to, delete from or modify this Agreement in any way. The arbitrator's decision shall be in writing and in accordance with the rules and regulations of the State Board of Mediation & Arbitration. The arbitrator(s) shall arbitrate only one grievance at a time unless grievances arise directly out of the same incident.

Section 8.4 - Meetings If either party related to the grievance process desires to meet for the purpose of an informal discussion, a meeting shall be requested and scheduled not later than ten (10) days after receipt of the request.

Section 8.5 - Union as a Complainant The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees.

Section 8.6 - Time Extensions Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 8.7- Representation Employees and the Union shall have the right and choice of Union representation whenever Union representation is desired by either individual employees or the Union. The Board shall not be allowed representation from within the bargaining unit.

Section 8.8 A grievance which arises as a result of disciplinary action taken by the Board may be filed in accordance with this Agreement at the step next above where such action was taken.

Section 8.9 Any disciplinary action or discharge may be grieved.

Section 8.10 Failure of the employer to respond within the required time frames will result in the grievance being resolved in favor of the grievant. If a grievance is not processed by the Union in accordance with the required time frames, it shall be deemed settled on the basis of the answer provided at the last step to which the grievance was processed.

ARTICLE IX DISCIPLINE AND PERSONNEL FILE

Section 9.0

- a. No employee shall be disciplined, without just cause.
- b. All discipline must be in writing with reason given, and a copy of the discipline shall be given or mailed to the Employee and the Union within five (5) days of the discipline.
- c. Employees shall have the right to see and review their personnel file by prior appointment with the appropriate office. Employees may request that the Employer correct or amend material in the file. Failing mutual agreement, the employees shall have the right to respond in writing to all items in their personnel file. Such responses shall be made part of the file.

ARTICLE X WAGES

Section 10.0

Employee wages shall be included in Appendix A.

Section 10.1

Effective and retroactive to July 1, 2014, all bargaining unit members and bargaining unit positions will receive a 2.0% wage increase.

Effective July 1, 2015, all bargaining unit members and bargaining unit positions will receive a 2.0% wage increase.

Effective July 1, 2016, all bargaining unit members and bargaining unit positions will receive a 2.25% wage increase.

Effective July 1, 2017, all bargaining unit members and bargaining unit positions will receive a 2.25% wage increase.

- Any manager whose start date in the Conard position on or after July 1, 2014, will receive a \$5,000 stipend.

Employees not at top step, shall advance one (1) step on the wage scale on July 1 of each year.

Section 10.2 - Longevity Program

Employees shall receive the following longevity payments for their years of service with the West Hartford Public Schools;

5 to 9 years of service	\$400
10 to 14 years of service	\$600
15 to 19 years of service	\$775
20 to 24 years of service	\$850
25 or more years of service	\$950

Longevity payments shall be made in a lump sum on June 30, of each school year.

Section 10.3

When an employee takes normal retirement under the pension plan between anniversary dates, an employee who is eligible for longevity shall receive a pro-rated payment as follows:

- a. Less than three (3) months of service following the anniversary date -no payment.
- b. Three (3) months service but less than six (6) months service following the anniversary date - one quarter (1/4) payment.
- c. Six (6) months service but less than nine (9) months service following the anniversary date one half (1/2) payment.
- d. Nine (9) month's service but less than twelve (12) months' service following the anniversary date - three quarters (3/4) payment.

ARTICLE XI
PENSION

Section 11.0

Employees who are eligible to participate in the Pension Plan and do participate in the Pension Plan shall contribute 3% of their gross income.

Section 11.1

The Board shall establish and maintain a 457k retirement savings plan for the members of the bargaining unit.

Section 11.2

For bargaining unit employees who are Part B members of the Pension Plan, Section 3012 of the Pension Ordinance shall be modified, effective July 1, 2004, to reflect the following:

Any member who is hired by the Board of Education on or after July 1, 2004 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.

Any member who is hired by the Board before July 1, 2004 and who retires on or after July 1, 2004 and who becomes eligible for a normal retirement attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement of reach full year beyond their normal retirement date:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>
1	\$600
2	\$600
3	\$600
4	\$600
5	\$600
Each full year over 5	\$600

The above supplement will not be a survivor benefit. The supplement shall be made annually in a single payment during the month of July, starting the first of July after the employee's retirement date.

Pension contributions increase as follows:

- Remain 3% for 7/1/2014
- Increase to 3.5% for 7/1/2015
- Increase to 4.0% for 7/1/2016
- Increase to 4.25% for 7/1/2017

Employees hired after July 1, 2014 will become members of a Hybrid Plan which will become part of the Town of West Hartford Pension Ordinance (Part E of amended Pension Ordinance). Summary of the plan is as follows:

Defined Benefit Pension Plan Design:

1. Member contributes 3% of base wages
2. Member is eligible for a retirement allowance payable during the member's lifetime of an annual amount equal to one percent (1%) of the member's final average compensation multiplied by the member's years of credited service up to a maximum of 35 years.

Defined Contribution Plan Design:

- Adopt a Defined Contribution Plan proposed by the Town with the matching employer contribution being 2.25% of base salary and employee contribution being 2.25%.

ARTICLE XII
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board;
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures;
- c. To select and to determine the number of types of employees required to perform the Board's operations;
- d. To employ, transfer, promote or demote employees, or to layoff, discipline, suspend, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- e. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board;
- f. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Board agrees to negotiate with the Union regarding any significant impact which any such change may have on employee's wages, hours or other terms of employment;
- g. To take any action which the Board reasonably believes is necessary to comply with any legal requirement.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.0 The Board shall distribute signed copies of the Agreement as follows:

- a. Six (6) copies to the Union upon the signing of the Agreement.
- b. A copy to each employee within thirty (30) days after the signing of this contract.
- c. A copy to each new employee within thirty (30) days after the date on which he/she has been hired.

Section 13.1

Any employee required to use his/her personal vehicle in connection with his/her work assignment will be reimbursed for the mileage involved at the prevailing IRS rate.

Section 13.2

The Union and the Employer agree not to violate any Federal and State Laws or Statutes. The provisions of this section shall not be the subject to the grievance procedure.

Section 13.3

The Employer and the Union shall continue their practice of non-discrimination with respect to race, religion, sex, sexual orientation, age, national origin, marital status, disability, or membership in or participation in the activities of any employee organization. The provisions of this section shall not be the subject to the grievance procedure.

Section 13.4

Upon request, the employee shall receive an updated list of all leave (Vacation, Personal, Sick, Holiday) which the employee has available including leave which as been accrued or earned and not yet utilized. This list shall include the previous anniversary dates numbers, leave used throughout the year and the updated, current year leave availability.

Section 13.5

The Union shall establish a committee which shall meet with the Operations Manager quarterly to review and recommend safety and health conditions in all Nutrition Services departments and work areas.

Section 13.6

The Board agrees to hold harmless and indemnify all employees acting in official capacity of the Board or the Food Service.

ARTICLE XIV
DURATION

Section 14.0

This Agreement shall be effective as of July 1, 2014, and shall remain in full force and effect through June 30, 2018.

IN WITNESS WHEREOF the parties have set their hands this _____ day of _____.

FOR THE EMPLOYER

FOR LOCAL 818 OF
COUNCIL 4, AFSCME, AFL-CIO

SIGNED: Chairman
Board of Education

SIGNED: Janice Green
President Local 818

SIGNED: Superintendent

SIGNED: Staff Representative
Council 4, AFSCME

Appendix A Wages

Conard High School Manager					
Step		7/1/2014	7/1/2015	7/1/2016	7/1/2017
1		\$29.10	\$29.68	\$30.35	\$31.03
2		\$29.82	\$30.42	\$31.10	\$31.80
3		\$30.57	\$31.18	\$31.88	\$32.60
4		\$31.32	\$31.95	\$32.67	\$33.41
5		\$32.14	\$32.78	\$33.52	\$34.27
6		\$32.86	\$33.52	\$34.27	\$35.04
7		\$33.68	\$34.35	\$35.12	\$35.91

Hall High School Manager, Middle School Managers, Area Managers					
Step		7/1/2014	7/1/2015	7/1/2016	7/1/2017
1		\$20.51	\$20.92	\$21.39	\$21.87
2		\$21.13	\$21.56	\$22.04	\$22.54
3		\$21.78	\$22.21	\$22.71	\$23.22
4		\$22.41	\$22.86	\$23.37	\$23.90
5		\$23.08	\$23.54	\$24.07	\$24.62
6		\$23.80	\$24.27	\$24.82	\$25.38
7		\$24.44	\$24.93	\$25.49	\$26.06

APPENDIX B

**WEST HARTFORD BOARD OF EDUCATION
Description of Insurance Benefits**

Plan Features	<u>PPO</u>		<u>HMO</u>
	In-Network	Out-of-Network	
Deductible (per calendar year)	None	\$500 Individual \$1,000 Family Applies to all expenses	None
Coinsurance Limit	N/A	\$3,000 Individual	None
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Physician Services Office visits	100% after \$15 co-pay	80%	100% after \$15 co-pay
Periodic physical assessment; well baby to 6 years (includes 9 exams in the first two years of life beginning at birth); Pediatric/adult immunization; Routine physical exam limited to 1 per 12 months.	100% after \$15 co-pay	80%	100% after \$15 co-pay
Routine <i>OB/GYN</i> Exam (1 per year, including 1 pap smear & related lab fees, on a self- referral basis to a network provider)	100% after \$15 co-pay	80%	100% after \$15 co-pay
Routine Mammography *One baseline 35-39; *1 per year 40-49; *1 per year 50+ (Does not include charges for routine non-symptomatic mammography for females less than 35 years of age)	100%	80%	100%
Routine Eye Exam (1 per 12 months)	100% after \$15 co-pay	80%	100% after \$15 co-pay
Routine Hearing Exam (1 per 24 months)	100% after \$15 co-pay		100% after \$15 co-pay
Physician Hospital Services	100%	80%	100%
Allergy testing and treatment	100% after \$15 co-pay	80%	100% after \$15 co-pay
Physician Services cont.			
Diagnostic X-ray and Laboratory (other than physicians office)	100%	80%	100%
Specialists	100% after \$15 co-pay	80%	100% after \$15 co-pay

Plan Features	<u>PPO</u>		<u>HMO</u>
	In-Network	Out-of-Network	
(office visits)			
Surgery (other than physician office)	100%	80%	100%
Hospital Services			
Inpatient Coverage	100%	80%	100%
Outpatient Coverage	100%	80%	100%
Emergency Room	100% after \$25 co-pay (waived if confined)	100% after \$25 co-pay (waived if confined)	100% after \$25 co-pay (waived if confined)
Non-emergency Use of Emergency Room	Not covered	Not covered	Not covered
Mental Health			
Alcohol/Drug Abuse			
Inpatient coverage	100%	80%	100%
Outpatient coverage	100% after \$15 co-pay/visit	80%	100% after \$15/visit
Other Covered Expenses			
Skilled Nursing Facility	-100%, 60 days/calendar year	80%, 60 days/calendar year	100%,60 days/calendar year if certified by PCP
Ambulance	100%	100% if medically necessary	100%
Private Duty Nursing	100% if medically necessary to max. of 70 shifts/year	80% if medically necessary to max of 70 shifts/year	100% if medically necessary as certified by PCP to max of 70 shifts/year.
Home Health Care (includes Medical Social Services up to \$200 per calendar year for terminally ill individuals)	100% 120 visits/calendar year	80%; 120 visits per calendar year	100% if certified by PCP 120 visits/calendar year
Prescription Drugs *Pharmacy	100% after co-pays of \$5 (generic)! \$15 (brand, preferred) / \$25 (000- preferred) Provided through Caremark Formulary	80%	100% after co-pays of \$5 (generic)/ \$15 (brand preferred) / \$25 (non- preferred) Provided through Caremark Formulary

Plan Features	PPO		HMO
	In-Network	Out-of-Network	
Other Covered Expenses cont.			
*Mail Order	100% after co-pays of \$5 (generic)/ \$15 (brand preferred) / \$25 (non-preferred), 100 day supply Generic Required** Federal Legend Drugs, Insulin, Syringes, Needles, Disposable Diabetic Supplies, Compound Medications Provided through Caremark Formulary	N/A	100% after co-pays of \$5 (generic)/ \$15 (brand preferred) / \$25 (non-preferred), 100 day supply Generic Required** Federal Legend Drugs, Insulin, Syringes, Needles, Disposable Diabetic Supplies, Compound Medications Provided through Caremark Formulary
Durable Medical Equipment	100%	80%	100%
Short Term Rehabilitation	100% Acute Conditions only up to 60 days/calendar year	80% Acute conditions only up to 60 days per calendar year	100% Acute conditions only if certified by PCP up to 60 days/calendar year.
Hospice Care			
Inpatient	100% Maximum 30 days	80% Maximum 30 days	100% if certified by PCP Maximum 30 days
Outpatient	100% Maximum \$5,000	80% Maximum \$5,000	100% if certified by PCP Maximum \$5,000
Family Planning (includes physician & hospital expenses)			
*Voluntary Sterilization	100%	80%	100%
Vasectomy	100%	80%	100%
Tubal ligation	100%	80%	100%
*Voluntary Abortion	Covered as any other preferred/non preferred covered expense; e.g. office visit expenses payable same as regular office visit, inpatient expenses payable same as regular inpatient expense.		
*Infertility (except invitro & artificial insemination)	Covered as any other preferred/non preferred covered expense; e.g. office visit expenses payable same as regular office visit, inpatient expenses payable same as regular inpatient expense.		

*Combined maximum for in-network and out-of-network.

**Member pays co-pay plus cost difference between brand and generic if member requests brand and generic is available.

Effective July 1, 2015

WEST HARTFORD BOARD OF EDUCATION

Description of Insurance Benefits

<u>Plan Features</u>	<u>Century Preferred</u>		<u>BlueCare Plus</u>
	In-Network	Out-of-Network	
Deductible (per calendar year)	None	\$500 Individual \$1,000 Family Applies to all expenses	None
Out of Pocket Maximum (per calendar year)	N/A	\$4,000 Individual, \$8,000 Employee Plus One and Family	None
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Physician Services Office visits	100% after \$25 copay	80%	100% after \$25 copay
Periodic physical assessment; well baby to 6 years (includes 9 exams in the first two years of life beginning at birth); Pediatric/adult immunization; Routine physical exam limited to 1 per 12 months.	100% after \$25 copay	80%	100% after \$25 copay
Routine OB/GYN Exam (1 per year, including 1 pap smear & related lab fees, on a self-referral basis to a network provider)	100% after \$25 copay	80%	100% after \$25 copay
Routine Mammography *One baseline 35-39; *1 per year 40-49; *1 per year 50+ (Does not include charges for routine non-symptomatic mammography for females less than 35 years of age)	100%	80%	100%
Routine Eye Exam (1 per 12 months)	100% after \$25 copay	80%	100% after \$25 copay
Routine Hearing Exam (1 per 24 months)	100% after \$25 copay		100% after \$25 copay
Physician Hospital Services	100%	80%	100%
Allergy testing and treatment	100% after \$25 copay	80%	100% after \$25 copay

Plan Features	Century Preferred		BlueCare Plus
	In-Network	Out-of-Network	
Physician Services cont.			
Diagnostic X-ray and Laboratory (other than physicians office)	100%	80%	100%
Specialists (office visits)	100% after \$25 copay	80%	100% after \$25 copay
Surgery (other than physician office)	100%	80%	100%
Hospital Services			
Inpatient Coverage	100% after \$200 copay	80%	100% after \$200 copay
Outpatient Coverage	100% after \$200 copay	80%	100% after \$200 copay
Emergency Room	100% after \$125 copay (waived if confined)	100% after \$125 copay (waived if confined)	100% after \$125 copay (waived if confined)
Non-emergency Use of Emergency Room	Not covered	Not covered	Not covered
Mental Health Alcohol/Drug Abuse			
Inpatient coverage	100%	80%	100%
Outpatient coverage	100% after \$20 copay/visit	80%	100% after \$20 copay/visit
Other Covered Expenses			
Skilled Nursing Facility	100%, 60 days/calendar year	80%, 60 days/calendar year	100%, 60 days/calendar year if certified by PCP
Ambulance	100%	100% if medically necessary	100%
Private Duty Nursing	100% if medically necessary to max. of 70 shifts/year	80% if medically necessary to max of 70 shifts/year	100% if medically necessary as certified by PCP to max of 70 shifts/year.
Home Health Care (includes Medical Social Services up to \$200 per calendar year for terminally ill individuals)	100% 120 visits/calendar year	80%; 120 visits per calendar year	100% if certified by PCP 120 visits/calendar year
Prescription Drugs *Pharmacy	100% after copays of \$15 (generic)/ \$30 (brand preferred) / \$50 (non-preferred) Provided through Caremark Formulary	80%	100% after copays of \$15 (generic)/\$30 (brand preferred)/\$50 (non-preferred) Provided through Caremark Formulary

Plan Features	Century Preferred		BlueCare Plus
	In-Network	Out-of-Network	
*Mail Order	Mandatory after 3 fills at retail. 100% after copays of \$30 (generic)/ \$60 (brand preferred) / \$100 (non-preferred), 100 day supply Generic Required** Federal Legend Drugs, Insulin, Syringes, Needles, Disposable Diabetic Supplies, Compound Medications Provided through Caremark Formulary	N/A	Mandatory after 3 fills at retail. 100% after copays of \$30 (generic)/ \$60 (brand preferred) / \$100 (non-preferred), 100 day supply Generic Required** Federal Legend Drugs, Insulin, Syringes, Needles, Disposable Diabetic Supplies, Compound Medications Provided through Caremark Formulary
Durable Medical Equipment	100%	80%	100%
Short Term Rehabilitation	100% Acute Conditions only up to 60 days/calendar year	80% Acute conditions only up to 60 days per calendar year	100% Acute conditions only if certified by PCP up to 60 days/calendar year.
Hospice Care Inpatient	100% Maximum 30 days	80% Maximum 30 days	100% if certified by PCP Maximum 30 days
Outpatient	100% Maximum \$5,000	80% Maximum \$5,000	100% if certified by PCP Maximum \$5,000
Family Planning (includes physician & hospital expenses)			
*Voluntary Sterilization	100%	80%	100%
Vasectomy	100%	80%	100%
Tubal ligation	100%	80%	100%
*Voluntary Abortion	Covered as any other preferred/non preferred covered expense; e.g. office visit expenses payable same as regular office visit, inpatient expenses payable same as regular inpatient expense.		
*Infertility (except invitro & artificial insemination)			

*Combined maximum for in-network and out-of-network.

**Member pays copay plus cost difference between brand and generic if member requests brand and generic is available.

If you make an election change, it must be consistent with your change in status and **must be made within 31 days of the event.**

For example, an employee who bears a child may change from husband and wife coverage to family coverage but not to single coverage.

ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED PROVIDER PLAN (PPO)

SCHEDULE OF BENEFITS

The Board of Education will contribute 50% of the annual health Savings Account deposit based on an annual total deposit of \$1,500 for an employee plan and \$3,000 for an employee plus one or family plan. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered 100%.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible <i>(individual / aggregate family)</i>	\$1,500 / \$3,000	
Coinsurance	Not Applicable	20% after deductible up to
Out of Network Out of Pocket Maximum <i>(individual / aggregate family)</i>	\$3,000 / \$6,000	
Lifetime Maximum	Unlimited	Unlimited

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening (See Preventive Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance

Specialty Hospital 100 days per Member per Calendar Year. One maximum met rolls over to out-of-network benefit.	Deductible	Deductible & Coinsurance
Outpatient Surgery In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Physical, occupational, and speech therapy and Chiropractic Care up to 50 visits per Member per Calendar Year. Once maximum met rolls over to out-of-network benefit.	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or freestanding dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY / URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN MEDICAL/ SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Prescription Drugs (Retail Pharmacy) The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30-day supply.	Deductible	Deductible & Coinsurance
Mail Order Prescription Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.	Deductible	Deductible & Coinsurance
Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
Human Organ and Tissue Transplant Services Unlimited maximum	Deductible	Deductible & Coinsurance
Home Health Care Nursing and therapeutic services limited to 200 visits Home health aide services limited to 80 visits that are applicable to the 200 visit limit	Deductible	Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance

Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period. Diabetic equipment, and supplies	Deductible	Deductible & Coinsurance
Ostomy Related Services	Deductible	Deductible & Coinsurance
Hospice Care (inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year.	Deductible	Deductible & Coinsurance
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services Please see Maternity/Family Planning Section of this document Office Visit Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply	Deductible Deductible Deductible Deductible Deductible	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

APPENDIX C
Description of Dental Insurance Benefits

**WEST HARTFORD BOARD OF
EDUCATION Cafeteria Managers Plan
DeltaPremier**

Calendar Year Deductible

- Per Person
- Family Aggregate Maximum

Preventive & Diagnostic (No Deductible)

- Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)
- Fluoride Treatment (For children to age 19)
- Sealants (To age 16) & Space Maintainers

Remaining Basic (No Deductible)

- Fillings, Extractions, Root Canals (Endodontics)
- Periodontal, Oral Surgery
- Repair of Dentures & Removable Prosthetics

Crowns & Prosthodontics (No Deductible)

- Bridgework, Full & Partial Dentures
- Crowns & Gold Restorations
- TMJ

Calendar Year Maximum (Per Person)

Periodontal Calendar Year Maximum (Per Person)

Orthodontia (Adult & Dependent Children)

- Coinsurance
- Lifetime Maximum

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 2,200 participating dentists in Connecticut and 107,000 participating dentists nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, your plan administrator has a directory listing participating dentists. To get a current listing of participating dentists in any area, call 1-S00 DELTA OK (1-800-335-8265) and provide your zip code to the representative. A directory will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's benefits services department at 1-800-452-9310.

West Hartford Board of Education
DeltaPreferred

<u>Out-of- Network</u>	<u>If an in-network DeltaPreferred Provider is used</u>	
Calendar Year Deductible		
• Per Person \$100	N/A	
Preventive & Diagnostic (No Deductible) 50%	100%	
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)		
• Fluoride Treatment (For children to age 19)		
Remaining Basic (After Deductible)* 50%	80%	
• Fillings, Extractions & Root Canals (Endodontics)		
• Periodontal & Oral Surgery		
• Sealants (To age 16)		
Crowns & Prosthodontics (After Deductible)*	60%	50%
• Crowns & Gold Restorations		
• Repair of Dentures & Removable Prosthodontics		
• Bridgework, Full & Partial Dentures		
Calendar Year Maximum (Per Person) \$500	Unlimited	
Orthodontia (Adults & Dependent Children)		
• Coinsurance N/A	50%	
• Lifetime Maximum N/A	\$3,000	

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 44,000 participating Preferred dentists nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Nonparticipating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Preferred participating dentist.

Out of Network claims will be reimbursed based on the above out of network plan design, at a significantly reduced fee level. Significant balance billing to the patient will occur when an out of network provider is used.

If you do not have a dentist, your plan administrator has a directory listing participating dentists. To get a current listing of participating dentists in any area, call 1-800 DELTA OK (1-800-335-8265) and provide your zip code to the representative. A directory will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's benefits services department at 1-800-452-9310.

APPENDIX D

West Hartford Board of Education Affidavit
of Domestic Partnership for Medical Benefit Purposes

I, _____, *certify that*
(Print Name and Social Security Number)

I, _____ *and I*
(Print Domestic Partner's Name and Social Security Number)

reside together and intend to do so indefinitely at

(Print Address, City, State, Zip)

and share the responsibility for each other's welfare.

*2. We have resided together and have been in this relationship for at least three (3) consecutive years prior to the date of this affidavit.

3. Neither of us is legally married to anyone nor legally separated from anyone.

4. We are both over the age of eighteen (18).

5. We are not related by blood.

6. We are mentally competent to consent to contract.

7. We are each other's sole domestic partner and intend to remain so indefinitely.

8. We are responsible for each other's common welfare.

9. We share financial obligations, as demonstrated by the existence of the conditions set forth in each of sections A, B, and C.

A. We have common or joint ownership of a residence (house, condominium, or mobile home). Or, we possess a residential lease identifying both partners as tenants.

B. We share at least two of the following:

1. Joint ownership of a motor vehicle

2. Joint checking account
3. Joint credit account

C. My domestic partner has been designated as a primary beneficiary of the following:

1. My West Hartford Board of Education Group Life Insurance or other Life Insurance Policy
2. My Will (if in existence)
3. My Pension Plan Benefit or 403(b) Plan

*Note: Any change in the status of any of the aforementioned from the time of acceptance shall nullify this Affidavit and make the domestic partner ineligible for Plan participation.

10. Immediately upon dissolution of our domestic partnership, we agree to provide a Statement of Termination of Domestic Partner Status to the Human Resources Department affirming that the domestic partnership has been terminated and that a copy of the Statement of Termination of Domestic Partner Status has been mailed to the other domestic partner.
11. We understand that another Affidavit of Domestic Partnership cannot be filed until at least three (3) years after a Statement of Termination of Domestic Partner Status of the most recent domestic partnership has been filed with the Human Resources Department.
12. We understand that false statements contained in this affidavit may bring a civil action against us to recover losses, including reasonable attorney fees.
13. We agree that the Board of Education shall not pay any medical claims for services received prior to enrollment of a domestic partner and after termination of a domestic partner's eligibility for benefits.
14. We agree to accept the taxability of domestic partner benefits as determined by the Internal Revenue Service. Currently, the employee shall be taxed on the cost of the fully insured rate of coverage for the domestic partner. This taxability is subject to change due to change in I.R.S. tax code provisions, interpretations, or rulings.
15. We understand that domestic partners are subject to all other eligibility provisions of the Board of Education's benefit plans.
16. We understand that a domestic partner is not eligible for continued health coverage under COBRA.

17. We provide the information in this affidavit to be used by the West Hartford Board of Education for the sole purpose of determining our eligibility for domestic partnership benefits. The Board of Education will treat this information as confidential insofar as the law allows.

18. We certify that the foregoing is true and correct. We, the undersigned employee of the West Hartford Board of Education and the Domestic Partner, understand that false or misleading information contained in this Affidavit may lead to disciplinary action up to and including termination of employment, and may subject us to civil action to recover any losses, including reasonable attorney's fees, in addition to an obligation to repay any benefits' received.

,Signature of Employee

Signature of Domestic Partner
Date

Date

Sworn to and subscribed before me this _____ day of _____

Signature of Notary Public

