

AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

and the

WEST HARTFORD FEDERATION OF  
EDUCATIONAL PERSONNEL

July 1, 2022

to

June 30, 2026

## TABLE OF CONTENTS

ARTICLE I	Recognition .....	2
ARTICLE II	Board of Education Rights.....	2
ARTICLE III	Federation Rights .....	3
ARTICLE IV	Grievance Procedure .....	5
ARTICLE V	Working Conditions.....	8
ARTICLE VI	Employment Status .....	12
ARTICLE VII	Leaves of Absence .....	15
ARTICLE VIII	Compensation .....	18
ARTICLE IX	Insurance .....	20
ARTICLE X	Holidays .....	25
ARTICLE XI	Evaluation.....	25
ARTICLE XII	Duration .....	25
ARTICLE XII	Savings Clause.....	26
	Signature Page .....	26
APPENDIX A	Compensation Schedules .....	27
APPENDIX B	Insurance Plans .....	28
APPENDIX C	Side Letter – Co-pay for Mail Order Diabetic Supplies .....	34

## AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

and the

WEST HARTFORD FEDERATION OF EDUCATIONAL PERSONNEL

Local #3819, AFT, AFL-CIO

This agreement is made and entered into by and between the WEST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WEST HARTFORD FEDERATION OF EDUCATIONAL PERSONNEL, Local #3819, AFT, AFL-CIO, (hereinafter referred to as the "Federation").

## ARTICLE I

### RECOGNITION

- 1.1 The Board recognizes the Federation as the exclusive representative of all regularly-scheduled paraprofessionals, Summer School Paraprofessionals, Bus Monitors and Off Campus Job Coach Paraprofessionals (WAAVE/Achieve) employed by the West Hartford Board of education who work twenty (20) or more hours per week for the purpose of bargaining wages, hours, and other conditions of employment. The Federation recognizes and agrees that the right to decide who is employed for summer school or bus monitors rests solely with the Board of Education. The Board recognizes and agrees that any paraprofessional accepting a summer school and/or bus monitor position will do so strictly on a voluntary basis and cannot be assigned any of these positions.
- 1.2 The position of paraprofessional does not require a professional certificate but is supportive to the teaching-learning process or to the administrative process.

## ARTICLE II

### BOARD OF EDUCATION RIGHTS

- 2.1 Except as expressly provided otherwise by the terms of this Agreement, the establishment and the administration of educational policies, the operation of the schools and the direction of all employees covered under this unit are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his/her designees.

## ARTICLE III

### FEDERATION RIGHTS

#### 3.1 Union Security

- A. The Board agrees to deduct from the wages of any paraprofessional covered under this unit, who individually and voluntarily so authorize, membership dues payable to the Federation. Those paraprofessionals who work during summer school shall have dues deducted for each week that they work during the summer. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations shall be processed by the Federation. In the event that an employee revokes their dues, the Federation shall notify the Board in writing after the close of the revocation window.
- B. The Federation shall notify the Board in writing by no later than June 30 of any change in the rate of membership dues and service fee for the ensuing twelve-month period July 1 through June 30.
- C. The deduction of membership dues and service fees for any twelve month period July 1 through June 30 shall be scheduled as follows:
  - 1) authorization received between July 1 and August 15--there shall be twenty (20) equal monthly deductions September through June
  - 2) authorization received between August 16 and October 15--there shall be sixteen (16) equal monthly deductions November through June
  - 3) authorization received between October 15 and January 15--there shall be ten (10) equal monthly deductions February through June
  - 4) The Board shall not be required to honor any authorizations in the period January 16 through June.
- D. The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's 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 3.1.

- 3.2 The Superintendent of Schools shall make available to the Federation President one (1) copy of his recommended general appropriation budget; the Board of Education shall make available to the Federation President one (1) copy of the summary of changes it makes in the Superintendent's recommended general appropriation budget.

- 3.3 The Superintendent or his designee and representatives of the Union will meet regularly in September, December, March and June at dates and times to be scheduled at the preceding June meeting, and any time either party requests a special meeting, for the purpose of maintaining communication between the Administration and the Union and working to resolve problems and to improve the status and the effectiveness of paraprofessionals. The Superintendent or his designee and the President of the Union will prepare the agenda each meeting in advance of the meeting. Both parties may bring to such meetings persons most responsible for or involved in matters to be considered.
- 3.4 The Board will allow each Federation Co-President or his/her designee up to three (3) days/year to attend Federation Conferences, conventions or quarterly meetings during the work year. The Federation must inform the Board of the date, place and purpose of the leave ten (10) workdays in advance.
- 3.5 Board Agendas and Minutes
- The Superintendent of Schools shall make available to the Federation Co-Presidents up to a maximum of five (5) copies of the agenda of Board of Education meetings and up to a maximum of five (5) copies of approved minutes of Board of Education meetings.
- 3.6 Notice of new employees. Within ten days of hiring a new employee, the Board will notify the Union president or designee of the new employee and include in an editable digital file format the employee's name, job title, department, work location, work email, work telephone number and home address.
- 3.7 Union Orientation. The Union shall have the right to meet with newly hired employees within the bargaining unit, during regular working hours and without charge to the pay or leave time of the employees, for not less than thirty minutes nor more than one hour. The Board shall provide a space and time for the Union president or designee to meet with the new employee or employees within thirty calendar days after the date of hire.
- 3.8 Access to members and facilities: The Union shall have (1) the right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues and (2) the right to conduct worksite meetings during meal periods and during other paid or unpaid breaks, and before and after the workday, on the employer's premises.
- 3.9 Use of electronic mail: The Union shall have the right to use the electronic mail systems of the Board to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.
- 3.10 Other rights: Nothing herein shall be interpreted to limit or abrogate rights the Union has under the law.

ARTICLE IV  
GRIEVANCE PROCEDURE

4.1 Definitions

Grievance is hereby defined to mean:

A. Type A

A dispute between an employee or the Federation and the Administration or the Board concerning the interpretation or application of this Agreement.

B. Type B

A complaint by an employee that an action taken or refused by an administrator is unfair.

4.2 Procedure

A. Level One - Principal or Immediate Supervisor (Type A and Type B Grievances)

Any employee that feels that he/she has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level.

B. Level Two - Superintendent of Schools (Type A and Type B Grievances)

1) In the event that such employee is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) calendar days following the final meeting at Level One, the employee may advance his/her grievance to the Superintendent of Schools. The grievance shall be submitted in writing stating:

- a. the facts;
- b. the provision or provisions of this Agreement allegedly misinterpreted or misapplied or the basis for claiming an action taken or refused by an administrator is unfair;
- c. the remedy sought.

Such written statement must be received by the Superintendent within ten (10) calendar days following the final meeting at Level One.

- 2) The Superintendent or his designee shall meet with the aggrieved employee within (10) calendar days following receipt of the written statement of grievance. The Superintendent or his designee shall render a decision--such decision to be received by the grievant within seven (7) calendar days following the final meeting at Level Two.

C. Level Three

1) Type A Grievances - Binding Arbitration

- a. Impartial arbitration. In the event that the aggrieved party is not satisfied with the disposition of the grievance at Level Two the Federation may submit the grievance to arbitration to the state board of mediation and arbitration in accordance with its rules and regulations. The cost for the services of the arbitrator, shall be borne equally by the Board and the Federation.
- b. The Federation must notify the Superintendent in writing of its intention to submit a grievance to arbitration within fifteen (15) calendar days following receipt of the decision of the Superintendent at Level Two and must commence the process for arbitration within five (5) calendar days following receipt of such notification by the Superintendent.
- c. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of the Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law.

2) Type B Grievances - Advisory Arbitration

- a. Impartial arbitration. In the event that the aggrieved party is not satisfied with the disposition of the grievance at Level Two the Federation may submit the grievance to arbitration to the state board of mediation and arbitration in accordance with its rules and regulations. The cost for the services of the arbitrator, shall be borne equally by the Board and the Federation.
- b. The Federation must notify the Superintendent in writing of its intention to submit a grievance to arbitration within fifteen (15) calendar days following receipt of the decision of the Superintendent at Level Two and must commence the process for advisory arbitration within five (5) calendar days following receipt of such notification by the Superintendent.

- c. The sole power of the arbitrator shall be to receive evidence of the facts of the grievance and hear arguments of the Parties following which he/she shall render to the Superintendent the Board and the Federation his/her findings of the facts of the grievance and his/her advisory opinion as to whether an action taken or refused by an administrator is unfair.
- d. The Board or at least three (3) members thereof shall meet with the employee and the Superintendent and/or his designee within two (2) calendar weeks following receipt of the arbitrator's report.
- e. Based on the arbitrator's findings of fact and the information acquired in the meeting with the employee and the Superintendent and/or his designee, the Board shall affirm or modify the decision rendered by the Superintendent or his designee.
- f. The Board shall render a decision by no-later than the regular meeting of the Board next following its meeting or the meeting of three members with the employee.
- g. The decision of the Board shall be final.

#### 4.3 Miscellaneous

- A. The Board and the Federation agree that:
  - 1) every reasonable effort should be made to resolve grievances at the administrative level most directly involved.
  - 2) nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with any appropriate member of the administration provided that no settlement is reached that is in violation of any provision of this Agreement.
- B. A grievance that affects a group or class of members in the Unit may be submitted only by the Federation and the processing of group or class grievances shall commence at Level Two.
- C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Superintendent of Schools and the President of the Federation.



- D. Any grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) workdays of the occurrence of the condition giving rise thereto, or within fifteen (15) workdays of the employee's or the Federation's notice or knowledge thereof, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal the decision of a grievance within the specified time limits shall mean that the grievant accepts the decision and the grievance has been resolved.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. No reprisals of any kind shall be taken by either party or by any of the administration against anyone by reason of participation in the grievance procedure.
- G. The Federation reserves the right to be present at, any step of the grievance procedure.
- H. All costs and expenses of arbitration shall be borne equally by the Board and the Federation.

## ARTICLE V

### WORKING CONDITIONS

- 5.1 The paraprofessional work year will consist of the students' school calendar year. Working hours will be 32.5 hours per week (20 hours for part-time paraprofessionals). If a paraprofessional exceeds 32.5 hours per week (20 hours if part-time) they will submit a time card for the extra hours not to exceed 40 hours. If the paraprofessional exceeds 40 hours in a week, the paraprofessional shall receive one and on-half times their hourly rate for those hours.
- 5.2 Employment Status and Annual Work Hours
  - A. Paraprofessionals shall be informed in writing by July 1, if possible, but no-later-than July 15 if their employment is not to be continued in the ensuing work year. This in no way precludes the right of the Board to terminate the employment of a paraprofessional.
  - B. Each paraprofessional whose employment is to continue in the ensuing work year shall be informed in writing by no-later-than August 1 of the total number of work hours expressed as number of workdays multiplied by assigned hours per workday he/she will be employed in that work year. The Board shall not reduce

this total number of work hours between the period August 1 and the end of the ensuing work year except that in the event the annual appropriation to the Board is reduced after August 1, the Board may reduce the total hours of paraprofessionals in positions that are more than 1,000 hours in a work year to 1,000 hours and may reduce the total hours of paraprofessionals in positions that are less than 1,000 but more than 720 hours in a work year to 720 hours. This in no way precludes the right of the Board to eliminate paraprofessional or aide positions between the period August 1 and the end of the ensuing work year.

- C. While the Board may alter the daily and/or weekly work hours of a paraprofessional during the work year, it shall not reduce the weekly work hours below twenty (20) hours. Changes in work hours shall be discussed with the paraprofessional before any change is implemented. The Board will consider extenuating circumstances which make the change difficult or impossible for the employee.
- 5.3 Paraprofessionals who work five (5) hours or more in a workday shall be allowed in addition a paid duty-free period of thirty (30) minutes to eat. The scheduling of such periods shall be determined by the Superintendent or his/her designee(s), however, should a dispute arise regarding the scheduling of this duty-free period, either party, the Union or the Board, may request a meeting to discuss a resolution. If a paraprofessional on a field trip does not take a duty-free lunch period, the paraprofessional will be given an equivalent amount of time off at a mutually agreed upon time. Such time not to be accumulative and to be used within ten (10) workdays of the occurrence. Paraprofessionals request for time will not be unreasonably denied.
- 5.4 A. When the school day is shortened due to an emergency closing, the workday of the paraprofessional shall be shortened accordingly with no loss of wage. When the school day is canceled due to an emergency closing, the paraprofessional shall not be paid. For the purposes of this provision, emergency closing shall mean that the school day is shortened or cancelled due to inclement weather.
- B. If the principal ascertains that employees in this category can be released earlier than the people they service, he/she may do so at his/her discretion.
- 5.5 A. A special education paraprofessional may not be diverted to other duties when actively engaged in service to a special education class.
- B. A paraprofessional may relieve a teacher for good and sufficient reasons only; however, whenever a teacher must be relieved for more than one period, (44) minutes, he/she shall notify the principal in order that the principal may arrange to have a certified person assume responsibility when possible.
- C. Paraprofessionals who are legally qualified to serve as teacher substitutes may accept or refuse an offer to do so. Paraprofessionals who serve as teacher

substitutes shall be paid the Board of Education per diem rate for teacher substitutes.

- D. Whenever a paraprofessional who is qualified to assume the duties of a secretary, substitutes for a secretary for a consecutive block of time equal in duration to at least two of the secretary's workdays, he/she shall be paid an hourly wage rate twelve percent (12%) higher than his/her hourly wage rate as a paraprofessional for each consecutive work hour he/she substitutes for the secretary.
- E. Whenever a paraprofessional assumes the duties of a special education, Extraordinary Needs or ABA paraprofessional for a consecutive block of time equal in duration to at least two of the special educational paraprofessional, Extraordinary Needs or ABA paraprofessional workdays, he/she shall be paid the hourly wage rate for the special education paraprofessional, Extraordinary Needs or ABA paraprofessional at the same step the paraprofessional is being paid. When a paraprofessional returns to his or her regular duties, he/she shall return to the hourly rate he/she received prior to assuming the duties of a special education, Extraordinary Needs or ABA paraprofessional.

5.6 A paraprofessional shall not be expected or required to render first aid.

5.7 A. Each September each teacher shall be given a letter from the Assistant Superintendent delineating the restrictions contained in 5.5, 5.6, 5.7 and 5.8 above. This letter also states the availability of bulletin board space.

B. In advance of assuming playground duty, paraprofessionals shall know who the responsible certified employee is and how to communicate with him/her.

5.8 Prior to being assigned to lift or assist in lifting pupils, special education paraprofessionals shall be trained for the particular type of lifting or assistance required by a person qualified to provide such training.

5.9 Paraprofessionals shall be allowed to sign up for Board CSI and other courses which have space available. All requests must be approved by her/his supervisor. The paraprofessional will not be paid for any time spent attending said courses which is in addition to his/her normal workday.

5.10 Professional Development

The Board and the Federation will meet and confer at the beginning of each school year to discuss what trainings or workshops will be offered to paraprofessionals. All trainings or workshops for professional growth and development outside the paraprofessional workday that are approved by the Superintendent or his /her designee in writing shall be voluntary and the Board agrees to pay the paraprofessional their regular hourly rate for attendance at these workshops.

#### 5.11 Reimbursement for Replacement of Personal Property

The Board will reimburse employees' up to \$150 for the cost of repair or replacement of personal property damaged or destroyed during the performance of the employee's duties. Such personal property shall consist of eyeglasses, watches, and/or clothing. Reimbursement shall be made upon the filing of proper documentation of report to the direct supervisor.

#### 5.12 Restraint Training Stipend

Any professional who is selected by the Board for restraint training, agrees to do so, and is subsequently trained, shall be eligible for an annual stipend of \$250. The Director of Pupil Services or his/her designee shall annually prepare a list of paraprofessionals who shall receive said stipend. This list will be provided to the Federation President Annually. The paraprofessional will be informed before attending the training whether the paraprofessional will, based on their current assignment, receive the stipend. The criteria to be utilized in this determination shall be that the paraprofessional is trained, and that there is a reasonable expectation that this skill will be utilized in the paraprofessional's assignment. Once this determination is made, the appropriate paraprofessionals shall receive the annual stipend within thirty (30) days following the completion of the restraint training, or by October 15th of each school year.

#### 5.13 A. The Bus Monitor Stipends shall be as follows:

2022-2023	\$15.00 per run
2023-2024	\$15.50 per run
2024-2025	\$16.00 per run
2025-2026	\$16.00 per run

B. If a run lasts over 60 minutes the Board shall pay the bus monitor double the regular stipend.

C. Bus duty will be assigned to the most senior bargaining unit member who volunteers at each school.

### ARTICLE VI

#### EMPLOYMENT STATUS

#### 6.1 Vacancies

A. A vacancy is a position that is newly established and budgeted or open as a consequence of a person being transferred to another position or leaving the employ of the Board for reasons other than lay off. No vacancy exists if there are employees in the position category that has openings who are eligible for recall or who are without assignment because of reduction in the number of positions. The administration will consider the preferences of such employees in assigning them to open positions for which they qualify.

- B. Any vacancy during the basic work year in a position covered under this Agreement shall be posted in each school in a space reserved for paraprofessional communications. Such posting shall be made by no-later-than the sixth (6th) workday following the opening of the vacancy. The posting shall state the qualifications and duties of the position. An interim vacancy occurring after March 1 in a school year shall be excluded from this provision for that school year.

Outside the basic work year, announcements of vacancies shall be available in the Human Resources Office. A copy of each new announcement will be sent to President of the Union the day it is issued. Any employee who annually by June 1 states in writing to the Director of Human Resources that he/she wishes to be notified of such announcements, and provides a current address, shall be so notified by mail.

The Administration shall not be required to post or announce as a vacancy any open position that it does not intend to fill or any open position that was filled within the preceding thirty (30) workdays. The Administration shall inform the Union by the position designation of any open position it does not intend to fill and any open position it does not post or announce as a vacancy because it was filled within the preceding thirty (30) workdays.

- C. The Superintendent or his designee will consider the qualifications of and interview all employees who apply for a vacancy before announcing the vacancy outside the school system. In addition, provided no one is on the recall list of the category under which a vacancy classifies, any person on either of the other two recall lists may apply for and will be considered for said vacancy. Any employee who applies for and is not assigned to a vacancy may request and shall be given the reasons that his/her application was denied.
- D. An employee who is chosen to fill a vacancy that opens during the school year because a position is newly established and budgeted or a person leaves the employ of the Board for reasons other than layoff will be transferred to the open position provided in the judgment of the Superintendent or his designee such transfer will not cause undue disruption.
- E. An employee who applies for and is chosen to fill a vacancy that opens during the school year because of a transfer will not be transferred to the open position except at the discretion of the Superintendent or his designee.
- F. When a new employee is hired, notification shall be sent by the Human Resources Office to the officers of the Federation (President, Treasurer, and Secretary).

- G. Effective July 1, 2002, there will be a 90-day probationary period for new hires, during which period the new employee shall not be eligible for contract protections, personal leave, or paid holidays.

## 6.2 Layoff

- A Layoff because of reduction in number of positions shall be determined within each of the following categories by seniority:
  - a. Regular Instruction
  - b. Special Education
  - c. Extraordinary
  - d. ABA Trained
  - e. Clerical/Special Services
- B. Seniority shall be defined as an employee's length of service in the bargaining unit since their most recent date of hire. Probationary employees shall have no seniority during the period of their probations, but at the expiration of such period they shall immediately accrue seniority from their date of hire.
- C. Within each category, no regular employee shall be laid off because of reduction in positions until all part-time employees (20 hours per week or less) have been laid off.
- D. In lieu of layoff, an affected employee may elect to displace any less senior employee in the bargaining unit in any lower job category provided he or she is qualified. Such replaced employee may exercise the same right.
- E. A maximum of five (5) officers of the Union as designated by the Union shall have top seniority within their respective category in the event of layoff and recall.

Any period of leave granted by the Board shall be recognized to be part of continuous current employment.

## 6.3 Recall

- A Recall to employment following layoff because of reduction in number of positions shall be determined within the following categories:
  - a. Regular Instruction
  - b. Special Education
  - c. Extraordinary
  - d. ABA Trained
  - e. Clerical/Special Services

- B. The name of any regular employee who is laid off because of reduction in number of positions shall be placed on a reemployment list for his/her category and remain on such list until July 31 of the second calendar year following layoff.
- C. Within each category, the order of recall shall be reverse the order of layoff.
- D. No person shall be newly employed in a category until all persons on the reemployment list of that category have been re-employed or have declined two offers of reemployment. If a person on the reemployment list declines two offers of reemployment, his/her name shall be placed at the bottom of the reemployment list.
- E. The length of continuous employment with the West Hartford Board of Education recognized at the time an employee is laid off because of reduction in shall be recognized when and if the employee resumes employment through recall.

#### 6.4 General

It is recognized that the Board of Education shall not be bound by the layoff and recall provisions of this Article when it terminates the employment of a bargaining unit member for cause. An employee who in the past five years worked as a regular employee at least 90 consecutive workdays in a category other than the one in which he/she currently works shall be included in that category for purpose of determining lay off and recall.

#### 6.5 Discipline

- A. Any disciplinary action an administrator may take against an employee shall be for just cause.
- B. Whenever an administrator notifies a paraprofessional to attend a meeting for disciplinary reasons, the administrator shall inform the paraprofessional of his/her right to have a Federation representative present at the meeting.
- C. Whenever an administrator notifies a paraprofessional to attend a meeting for disciplinary reasons, he/she shall inform the president of the Federation of such notification within two (2) days of its issuance.
- D. No record of complaints or discipline against any employee shall be kept in the employees personnel file unless the affected employee is given an opportunity to sign and receives a copy of such complaint or letters. A copy shall also be provided to the Union President. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about said written statements and such rebuttal shall be placed in the employee's official personnel file.

## ARTICLE VII

### LEAVES OF ABSENCE

#### 7.1 Sick Leave

- A. All employees shall be granted a maximum of thirteen (13) workday absences without loss of wages annually because of personal illness. These sick days may be used for absences during the regular school year only. Summer school is excluded.
- B. Unused sick leave may be accumulated from year to year of continuous employment to a maximum of one hundred fifty (150) workdays. Accumulated unused sick leave shall be determined annually as of July 1.
- C. New employees shall be granted a proportionate number of sick leave days from the date of employment to August 1.
- D. If requested by the Superintendent, an employee shall provide a certificate from his/her physician confirming that his/her absence is or has been due to illness when the employee has been absent five (5) or more consecutive workdays or ten (10) or more nonconsecutive workdays.
- E. The Superintendent shall have the right to deny an employee who has been absent because of illness ten (10) or more consecutive workdays or fifteen (15) or more nonconsecutive workdays to return to work until his/ physician certifies in writing that he/she is capable of returning to work and resuming his/her duties fully.
- F. An employee shall not lose sick leave days when absent under worker's compensation.
- G. Upon retirement under the Town pension and plan, an employee shall be paid the equivalent of half (1/2) of his/her total accumulated sick leave to a maximum of thirty-five (35) days provided that this benefit does not conflict with any provisions of the pension and retirement plan of the Town of West Hartford. Such payment shall be based on the employee's then current regular-time daily wage rate. This provision shall not apply to employees hired or after July 1, 2014.
- H. Upon death, and provided the deceased has been under the employ of the Board at least 180 workdays prior to his/her death, his/her estate shall be paid the equivalent of one-half (1/2) of his/her total accumulated sick leave to a maximum of twenty-five (25) days. Such payment shall be based on the deceased employee's regular-time daily wage rate at the time of his/her death.



- I. On voluntary termination of employment, a paraprofessional who has completed at least ten (10) consecutive years of employment with the Board and is sixty years of age or older shall be paid the equivalent of one half (1/2) of his/her total accumulated sick leave to a maximum of twenty (20) days. Such payment shall be based on the employee's then current regular-time daily wage rate.
- J. Employees shall be granted a bonus for perfect attendance in a given school calendar year according to the schedule below. Perfect attendance will not be interrupted by authorized bereavement leave, Jury duty leave, holidays, military leave or authorized union business.

Bonus schedule for Perfect Attendance

1 year	\$200
2 years	\$400
3 years or more	\$600

7.2 Authorized Leave

- A. When absence from work is necessary and unavoidable because of any of the following conditions, shall be authorized the maximum number of workday absences indicated without loss of wages in the annual period July 1 through June 30. These leave days may be used for absences during the regular school year only. Summer school is excluded.

1) bereavement

- a) a maximum of three (3) workdays for death in the immediate family (spouse, son, daughter, parent, sister, brother, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, sister-in-law or brother-in-law or any long-term member of the employee's household); a maximum of one (1) of these days may be taken in the case of death of a close friend.
- b) The Superintendent or his designee may consider authorizing additional leave in cases in which travel is required and such travel would result in the employee needing more time than three (3) workdays.

2) family illness

a maximum of three (3) workdays for illness in the immediate family (spouse, son, daughter, parent or any relative by blood or marriage who is long-term member of the employee's household - in addition, the employee may use up to two (2) sick leave days if available.

3) holy days

a maximum of two (2) workdays for formal religious observance of a holy day.

4) personal

a) a maximum of two (2) workdays to be used at the employee's discretion.

b) an employee shall be authorized less than a full workday. In such cases, a half day or less shall be charged as a half day and more than a half day shall be charged as a full day.

5) jury duty

A paraprofessional shall be paid his/her regular hourly wage for each work hour of each workday he/she serves jury duty by mandate up to his/her maximum daily wage minus any per diem amount he/she is paid for jury duty.

B. Authorized leave shall be non-cumulative from year to year.

C. When practicable, the employee shall notify the Superintendent or his designee in advance of his/her need to take authorized leave. When such notification is not practicable, the employee shall inform the Superintendent or his designee in writing of the reason for his/her absence as soon as possible, but not more than two (2) days following his/her return to work. Failure to fulfill either of these requirements shall result in loss of wages for each day of absence.

D. A newly hired employee shall not become eligible for personal leave benefits under this Article until he/she has worked sixty (60) workdays.

### 7.3 Pregnancy, Childbearing and Childrearing Leave

A. Applicable provisions of the Connecticut Statutes shall apply concerning leave for disability resulting from pregnancy and childbirth.

B. The Board may grant Childrearing leave without wages or premium cost sharing of insurance programs for balance of a work year following the period of disability for pregnancy and childbearing. The employee shall have the right to continue his/her insurance at his/her own expense.

## ARTICLE VIII

### COMPENSATION

#### 8.1 Wage Schedules (See Appendix A.)

- A. Regular instruction, in-house suspension, clerical and administrative paraprofessionals. The salary schedules shall be improved as follows:

2022-23. Effective 7/1/2022 step movement for all employees not on maximum step, and a 3.5% wage increase to all employees;

2023-24. Effective 7/1/2023 step movement for all employees not on maximum step, and a 2.5% wage increase to all employees;

2024-25. Effective 7/1/2024 no step movement for employees, and a 3.25% wage increase to all employees;

2025-26. Effective 7/1/2025 step movement for all employees not on maximum step, and a 3.25% wage increase to all employees.

- 8.2 The Board agrees not to employ new hires above step one (1) of the applicable wage schedule except that persons previously employed by the Board as paraprofessionals within the past five years, and who are rehired in the same category they were in at the time their employment terminated, shall be placed on the same wage schedule step they were on (or its equivalent) at the time their employment terminated.

- 8.3 Each employee, except an employee at the maximum step, shall advance one step on the appropriate wage schedule as of July 1, provided he/she was continuously employed in the school calendar year immediately preceding on a regular (no part-time) basis prior to February 1 through the end of the school calendar year. The period of time an employee is on childrearing leave shall not be recognized for step advancement.

#### 8.4 Reclassification

- A. An employee who is reclassified to a high classification level shall be placed one step beyond the step of the new classification the salary of which is equal to (or, if there is no such salary, the salary that is next highest to) the salary he/she was receiving when reclassified.
- B. An employee who is reclassified to a lower classification level shall be placed on the step of the new classification the salary of which is equal to (or, there is no such salary, the salary that is next highest to) the salary he/she was receiving when reclassified.

- C. Reclassification

Any Paraprofessional may request a job audit if he/she believes the competencies required and responsibilities of his/her work assignment vary significantly from the definition of the position in which he/she is assigned.

This request must be a written request to the Superintendent or his/her designee. The Superintendent or his/her designee shall render a decision on the request as soon as practicable, but no later than 120 days following the date of the request. The decision of the Superintendent or his/her designee may be submitted to the grievance procedure Type A - Level Three (3).

#### 8.5 Longevity

An employee shall receive the applicable annual longevity amount on the first pay day following his/her anniversary date of employment provided he/she fulfills the applicable conditions of longevity.

An employee whose anniversary date of employment follows the last workday of the work year but precedes the first workday of the ensuing work year and who's employment terminates subsequent to the last workday of the work year but prior to the first workday of the ensuing work year shall receive the applicable annual longevity amount within thirty (30) days following termination.

Conditions of Longevity	Longevity Amount
Completion of 7 to 9 years continuous employment on a regular (not part-time) basis as a paraprofessional	\$550
Completion of 10 to 14 years continuous employment on a regular (not part-time) basis as a paraprofessional	\$850
Completion of 15 to 19 years continuous employment on a regular (not part-time) basis as a paraprofessional	\$1,050
Completion of 20 or more years continuous employment on a regular (not part-time) basis as a paraprofessional	\$1,250

#### 8.6 Mileage Reimbursement

A paraprofessional who is required to use his/her automobile in his/her work assignments shall be reimbursed for the mileage involved at the prevailing GSA rate.

#### 8.7 Wage Payments

Each employee covered by this Agreement whose base work year is ten (10) months shall have the option of being paid his/her annual salary in twenty (20) payments plus one (1) balloon check.

This option shall not be subject to cancellation during any annual salary period and shall continue in effect unless the employee notifies the Payroll Office by June 30 that he/she is cancelling the option effective commencing in the ensuing annual salary period.

Direct Deposit. Effective July 1, 2022, all employees shall be paid by direct deposit.

### ARTICLE IX

#### INSURANCE

#### 9.1 Benefits

##### A. Health

1. The Board shall provide to all employees the following health, and dental benefits for the employee, and where applicable, the family, including dependents (i.e., anyone who is considered a dependent for tax purposes by the Internal Revenue standards).
2. Subject to the conditions set forth below, effective July 1, 2019, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (Appendix V) for medical benefits. in lieu of the medical benefits described in Article IX and appendix B. Dental benefits shall be provided as set forth in Article IX of this agreement. The medical benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other provisions shall be as established by the SPP.
  - a. The premium rates shall be set by the SPP.
  - b. Effective July 1, 2022, the Board shall pay for all full-time employees 82.75% of the premium cost and the employee shall pay 17.25% of such cost. Effective July 1, 2023 the Board shall pay for all full-time employees 82.5% of the premium cost and the employee shall pay 17.5 % of such cost. Effective July 1, 2024, the Board shall pay for all full-time employees 82.25% of the premium cost and the employee shall pay 17.75% of such cost. Effective July 1, 2025 the Board shall pay for all full-time employees 82% of the premium cost and the employee shall pay 18 % of s cost.

- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or non-compliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- d. In the event any of the following occur, the Board or the Federation may reopen negotiations in accordance with the Municipal Employee Relations Act as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.
  - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or
  - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or
  - iii) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan.

In any negotiations triggered under the conditions above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the plan options in place as of June 30, 2018 (as well as the premium cost-sharing amounts as set forth above, as may be subsequently negotiated between the parties) to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in medical insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling

B. Dental

The dental insurance plans shall be provide through the third party administrator services of Cigna Dental.

The Board shall provide a dual option choice to all eligible employees either of (1) Cigna Premier or (2) Cigna Preferred as described in Appendix B.

1. CIGNA Premier Plan

The Board shall pay an amount equivalent to ninety percent (90%) of the premium on the individual CIGNA Premier dental plan. The employee shall have the choice of individual, two person, or family coverage, and shall assume the premium costs above the Board's ninety percent (90%) of the CIGNA Premier premium cost on the individual CIGNA Premier plan.

2. CIGNA Preferred Plan

The Board shall pay an amount equivalent to 75% of the premium on the individual CIGNA Preferred dental plan. The employee shall have the choice of individual, two person, or family coverage and shall assume the premium cost on the individual CIGNA Preferred dental plan.

C. Change of Carrier

The Board may substitute comparable plans if agreed to by the Federation. 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.

D. Group Life

For coverage up to the applicable maximum, the employee shall pay ten (10) percent 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 (100) percent of the premium cost.

9.2 Section 125

The Board shall make an IRS Section 125 plan available to the employee making contributions for insurance benefits under 9.1 of the agreement.

9.3 Open Enrollment

Employees 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 (e.g. marriage, divorce, death).

9.4 Pension

Employees who are eligible to participate in the Pension Plan and do participate in the Pension Plan (Part B) shall contribute 5.0%. There shall be no changes in the Defined Benefit Pension Plan for enrolled employees during the life of the contract, except as follows: Effective July, 1, 2022, employees who are eligible to participate in the Pension Plan (Part B) shall contribute 5.25% of their gross income for 2022-23, 5.5% of their gross income in 2023-24, 5.75% of their gross income in 2024-25 and 6.0% of their gross income in 2025-26.

For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective May 1, 2006, to reflect the following:

1. Any member who is hired by the Board of Education on or after May 1, 2006 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.
2. Any member who is hired by the Board before May 1, 2006 and who retires on or after May 1, 2006 and who becomes eligible for a normal retirement by 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 for each full year beyond their normal retirement date:



<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>
1	\$600
2	\$1200
3	\$1800
4	\$2400
5	\$3000
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.

Bargaining unit members hired after April 30, 2013 shall be subject to Part E of the Town of West Hartford Pension Plan. A member in Part E hired on or after April 30, 2013 shall receive 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. Employees eligible for this provision shall be required to contribute annually three percent (3%) of the member's gross wages.

Bargaining unit employees who are Part E members of the Pension Plan and who are hired by the Board on or after April 30, 2013 shall also be enrolled in a 457 Defined Contribution Plan and/or a 401(a) plan. The Board shall make a non-elective contribution of 2.25% of the employee's base wages and the employee shall make a non-elective contribution of 2.25% of the employee's base wages to the employee's account. The employee may elect to contribute additional wages to the account up to the IRS maximum without any additional matching contribution from the Board.

#### 9.5 Long Term Disability

The Board shall offer long term disability insurance, provided the maximum monthly long term disability benefit shall be 60% of annual salary as of the last day worked, up to a maximum monthly disability payment of \$2,000 with a 90 day waiting period. Employees shall contribute 10% of the premium cost.

#### 9.6 Excise Tax. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to open negotiations over an insurance plan that will reduce the cost of the plan to under the excise tax thresholds or reduces the amount of any applicable excise tax.

## ARTICLE X

### HOLIDAYS

- 10.1 All employees shall be entitled to observe with full pay the following holidays:
- Labor Day
  - Columbus Day, Effective 2007-08 school year
  - Thanksgiving Day
  - Day After Thanksgiving, Effective 2015-16 school year
  - Christmas Day
  - New Year's Day
  - Martin Luther King Day
  - Presidents' Day
  - Good Friday
  - Memorial Day
- 10.2 Holidays falling on Saturday shall be celebrated on the preceding Friday. Holidays falling on Sunday shall be celebrated on the following Monday.

## ARTICLE XI

### EVALUATION

In accordance with Board procedure, the Board shall evaluate in writing the performance of each paraprofessional on an annual basis.

## ARTICLE XII

### DURATION

- 11.1 This Agreement shall be effective upon execution of the Agreement and shall remain in full force and effect through June 30, 2026.

## ARTICLE XIII

### SAVINGS CLAUSE

- 12.1 If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force and effect.
- 12.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

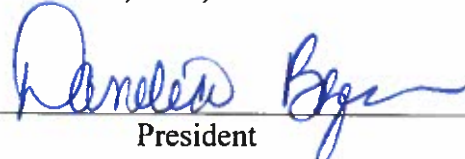
IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on the 30 day of June, 2022.

WEST HARTFORD BOARD OF EDUCATION

By \_\_\_\_\_  
Its Chairperson

WEST HARTFORD FEDERATION OF  
EDUCATIONAL PERSONNEL

LOCAL 3819, AFT, AFL-CIO

By \_\_\_\_\_  
President

# APPENDIX A Paraprofessional Wage Schedule

<b>Regular Instruction/Clerical</b>				
Step	2022-23	2023-24	2024-25	2025-26
1A	15.68			
1	16.49	16.90	17.45	18.02
2	17.33	17.76	18.34	18.94
3	19.19	19.67	20.31	20.97
4		20.56	21.23	21.92

<b>Special Education</b>				
Step	2022-23	2023-24	2024-25	2025-26
1A	17.17			
1	18.57	19.03	19.65	20.29
2	19.90	20.40	21.06	21.74
3	22.45	23.01	23.76	24.53
4		24.05	24.83	25.64


<b>Extraordinary</b>				
Step	2022-23	2023-24	2024-25	2025-26
1A	17.99			
1	19.38	19.86	20.51	21.18
2	20.67	21.19	21.88	22.59
3	23.32	23.90	24.68	25.48
4		24.98	25.79	26.63

<b>Off Campus Job Coach (WAAVE/Achieve)/Pre-K</b>				
Step	2022-23	2023-24	2024-25	2025-26
1A	20.52			
1	21.92	22.47	23.20	23.95
2	23.23	23.81	24.58	25.38
3	25.84	26.49	27.35	28.24
4		27.68	28.58	29.51

<b>ABA Trained</b>				
Step	2022-23	2023-24	2024-25	2025-26
1A	19.25			
1	20.64	21.16	21.85	22.56
2	21.95	22.50	23.23	23.98
3	24.64	25.26	26.08	26.93
4		26.40	27.26	28.15

<b>Special Services /IEP</b>				
Step	2022-23	2023-24	2024-25	2025-26
1A	19.51			
1	20.29	20.80	21.48	22.18
2	21.16	21.69	22.39	23.12
3	23.17	23.75	24.52	25.32
4		24.82	25.63	26.46

## APPENDIX B

 <b>POS MEDICAL BENEFIT SUMMARY</b>		
BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay ( <i>your doctor</i> will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges ( <i>you</i> will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 ( <i>your doctor</i> may need to get prior authorization)	20% of allowable UCR* charges ( <i>you</i> may need to get prior authorization)

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.  
Outside your carrier's immediate service area: no co-pay.

<sup>1</sup> OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.  
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

(continued on next page) 2

## POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.



**Cigna Dental Benefit Summary**  
**West Hartford Public Schools Premier**  
**Plan Effective Date: 07/01/2019**



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

<b>Cigna Dental PPO</b>				
<b>Network Options</b>	<b>In-Network: State of Connecticut Network</b>		<b>Non-Network: See Non-Network Reimbursement</b>	
<b>Reimbursement Levels</b>	Based on Contracted Fees		Based on Billed Charge	
<b>Calendar Year Benefits Maximum</b> Applies to: Class I, II, III & V expenses	\$1,500		\$1,500	
<b>Calendar Year Deductible</b>				
Individual	\$50		\$50	
Family	\$150		\$150	
<b>Benefit Highlights</b>	<b>Plan Pays</b>	<b>You Pay</b>	<b>Plan Pays</b>	<b>You Pay</b>
<b>Class I: Diagnostic &amp; Preventive</b> Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
<b>Class II: Basic Restorative</b> Restorative: fillings (amalgam & composite) Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments	100% After Deductible	No Charge	100% After Deductible	No Charge
<b>Class III: Major Restorative</b> Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
<b>Class IV: Orthodontia</b> Coverage for Employee and All Dependents Lifetime Benefits Maximum: \$600	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
<b>Class V: TMJ</b> Occlusal orthotic device and adjustment Calendar Year Maximum: \$1,500	60% After Deductible	40% After Deductible	60% After Deductible	40% After Deductible
<b>Class VI: Periodontal</b> Calendar Year Maximum: \$500	100% After Deductible	No Charge	100% After Deductible	No Charge
<b>Benefit Plan Provisions:</b>				
<b>In-Network Reimbursement</b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
<b>Non-Network Reimbursement</b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.			
<b>Cross Accumulation</b>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
<b>Calendar Year Benefits Maximum</b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
<b>Calendar Year Deductible</b>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
<b>Late Entrant Limitation Provision</b>	No coverage until next open enrollment. This provision does not apply to new hires.			
<b>Pretreatment Review</b>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			

<b>Alternate Benefit Provision</b>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not
<b>Oral Health Integration Program (OHIP)</b>	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1.800.CIGNA24.
<b>Timely Filing</b>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
<b>Benefit Limitations:</b>	
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	2 per calendar year including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
<b>Benefit Exclusions:</b>	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthetic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Billed Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

© 2019 Cigna / version 06192017



**Cigna Dental Benefit Summary**  
**West Hartford Public Schools - Preferred**  
**Plan Effective Date: 7/01/2019**



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

<b>Cigna Dental PPO</b>				
<b>Network Options</b>	<b>In-Network: State of Connecticut Network</b>		<b>Non-Network: See Non-Network Reimbursement</b>	
<b>Reimbursement Levels</b>	Based on Contracted Fees		Maximum Allowable Charge	
<b>Calendar Year Benefits Maximum</b> Applies to: Class I, II & III, expenses	Unlimited		\$500	
<b>Calendar Year Deductible</b>				
Individual	\$0		\$100	
Family	\$0		\$300	
<b>Benefit Highlights</b>	<b>Plan Pays</b>	<b>You Pay</b>	<b>Plan Pays</b>	<b>You Pay</b>
<b>Class I: Diagnostic &amp; Preventive</b> Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	50% No Deductible	50% No Deductible
<b>Class II: Basic Restorative</b> Restorative: fillings (amalgam & composite) Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments Sealants: per tooth	80% No Deductible	20% No Deductible	50% After Deductible	50% After Deductible
<b>Class III: Major Restorative</b> Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	60% No Deductible	40% No Deductible	50% After Deductible	50% After Deductible
<b>Class IV: Orthodontia</b> Coverage for Employee and All Dependents  Lifetime Benefits Maximum: \$3,000	50% No Deductible	50% No Deductible	Not Covered	Not Covered
<b>Benefit Plan Provisions:</b>				
<b>In-Network Reimbursement</b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
<b>Non-Network Reimbursement</b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Allowable Charge. The dentist may balance bill up to their usual fees.			
<b>Cross Accumulation</b>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
<b>Calendar Year Benefits Maximum</b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
<b>Calendar Year Deductible</b>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
<b>Late Entrant Limitation Provision</b>	No coverage until next open enrollment. This provision does not apply to new hires.			
<b>Pretreatment Review</b>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			

<b>Alternate Benefit Provision</b>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not apply to fillings.
<b>Oral Health Integration Program (OHIP)</b>	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1.800.CIGNA24.
<b>Timely Filing</b>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
<b>Benefit Limitations:</b>	
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
<b>Benefit Exclusions:</b>	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthodontic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Allowable Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

© 2019 Cigna / version 06192017

APPENDIX C

SIDE LETTER

Co-Pay for Mail Order Diabetic Supplies

WHEREAS the negotiated agreement between the West Hartford Board of Education (the "Board") and the West Hartford Federation of Educational Personnel (the "Federation") includes a co-pay for diabetic supplies covered under the prescription drug plan and received through mail order;

WHEREAS the Federation has requested that the co-pay for diabetic supplies covered under the prescription drug plan and received through mail order not apply during the contract term;

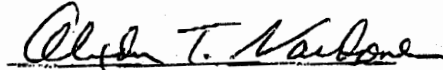
NOW, THEREFORE, the Board and the Federation agree as follows:

1. The required co-pay for diabetic supplies covered under the prescription drug plan and received through mail order will be waived for the life of the contract.
2. This agreement is without precedent and the required co-pay will be considered current contract language for the purposes of future negotiations.

WEST HARTFORD FEDERATION  
OF EDUCATIONAL PERSONNEL



WEST HARTFORD BOARD OF  
EDUCATION



9/27/06