

**AGREEMENT**

**between the**

**WEST HARTFORD BOARD OF EDUCATION**

**and**

**WEST HARTFORD FEDERATION OF  
EDUCATIONAL SECRETARIES**

**July 1, 2022**

**through**

**June 30, 2026**

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## ARTICLE I

### GENERAL

- A. This agreement is negotiated under the applicable sections of the General Statutes of the State of Connecticut in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the secretarial/clerical staff.
- B. To this end, the Board and the Federation recognize the importance of orderly, just and expeditious resolution of issues which may arise as a result of those provisions of this agreement dealing with salaries and conditions of employment.
- C. The Board and the Federation recognize the importance of responsible participation and support given by the secretarial/clerical staff in order that the best possible education be achieved for the children of West Hartford.

## ARTICLE II

### RECOGNITION

In accordance with the applicable provisions of the Connecticut General Statutes and regulations relating thereto, the Board recognizes the Federation as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for office personnel engaged in secretarial, clerical, fiscal and data entry work (hereinafter referred to as "employees") in the public school system of the Town of West Hartford. The Federation agrees to represent equally all regular personnel without regard to membership or participation in the activities of the Federation.

## ARTICLE III

### 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 absolute right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including, but not limited to the following:

- a. To select and to determine the number and types of employees required to perform the Board's operations.

- b. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- c. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- d. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- e. To create job specifications and to revise existing job specifications.

## ARTICLE IV

### SECURITY AND PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the wages of those employees covered under this unit, who individually and voluntarily so authorize, membership dues for the Federation. Such authorization shall be in writing. 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 amount of membership dues deducted shall be remitted to the Federation as soon as practicable after the payroll period together with the list of employees for whom any such deduction is made.
- 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 this article.

## ARTICLE V

### COMPENSATION

- A. Salaries
  - 1. 2022-2023: 2.5% wage increase plus step movement for all employees not on maximum step, and a 2.5% wage increase to all employees on maximum step;

2. 2023-2024: 2.4% wage increase plus step movement for all employees not on maximum step, and a 2.4% wage increase to all employees on maximum step;
3. 2024-2025: 2.25% wage increase plus step movement for all employees not on maximum step, and a 2.25% wage increase to all employees on maximum step;
4. 2025-2026: 2.5% wage increase plus step movement for all employees not on maximum step, and a 2.5% wage increase to all employees on maximum step;

B. Advancement on Schedule

All employees at a step below maximum, except new hires, employed six (6) months or less (including former employees whose termination was voluntary) shall advance one step at the start of the next succeeding work year.

C. Longevity

In recognition of six (6) years or more continuous service (where one year is equivalent to 1910 hours, or the full-time equivalent for a position outside of the bargaining unit) prorated for part-time employees, in the Town of West Hartford Public School System, the Board, on the employee's anniversary date of employment, will add to the annual salary of all full-time employees an additional lump sum prorated for part-time employees as follows:

<u>Length of Continuous Service</u>	<u>Additional Annual Salary</u>
6 to 8 years	\$ 400
9 to 14 years	\$ 600
15 to 19 years	\$ 900
20 years and over	\$1200

1. Each longevity supplement is to be paid in one lump sum to eligible employees in addition to any earned cost-of-living adjustment.
2. Continuity of employment will not be considered broken by approved leave.
3. Approved leave shall not count as accrued time in qualifying for a longevity supplement.
4. If employment terminates for reason other than cause between anniversary dates, an employee who is eligible for longevity shall receive payment as follows:
  - a. less than three (3) months service following anniversary date – no payment
  - b. three (3) months service but less than six (6) months service following anniversary date -- one quarter (1/4) payment
  - c. six (6) months service but less than nine (9) months service following anniversary date -- one half (1/2) payment

- d. nine (9) months service but less than twelve (12) months service following anniversary date -- three quarters (3/4) payment
5. Total service includes all service rendered to the Board on a continuous basis. A person who leaves for any reason and returns within a two year period shall be considered to be in continuous service. A person who returns after two years shall begin their service anew at the rehire date.
6. For clarification, years an employee works for the Board in a position outside of the bargaining unit shall count towards the length of continuous service.

D. Filling of Temporary Vacancies

When an employee temporarily fills a position in a higher classification for reasons other than another employee's vacation, he/she shall be paid at the higher rate after ten (10) consecutive days.

E. Overtime

If an employee is required by his/her supervisor to work more than forty (40) hours in a six-day period, Monday through Saturday, he/she shall be paid at a rate one and one-half (1.5) times his/her regular-time hourly rate for each hour he/she works in excess of forty (40).

If an employee is required by his/her supervisor to work on a Sunday or on a holiday when the Board of Education offices are closed, he/she shall be paid at a rate two (2) times his/her regular-time hourly rate for each hour worked.

F. Professional Improvement

All regularly appointed employees may be reimbursed for one college or business course, provided it has relevancy to his/her job and is approved by the Superintendent or his designated agent.

## ARTICLE VI

### INSURANCE BENEFITS

A. Health, Dental, Life and Long Term Disability Insurance

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, 2022, the Board shall offer

each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (Appendix II) for medical benefits. Dental benefits shall be provided as set forth in Article VI of this agreement. The medical benefits shall be as set forth in the SPP effective on July 1, 2022, 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 80% of the premium cost and the employee shall pay 20% of such cost. Effective July 1, 2023, the Board shall pay for all full-time employees 80% of the premium cost and the employee shall pay 20% of such cost. Effective July 1, 2024 the Board shall pay for all full-time employees 79.75% of the premium cost and the employee shall pay 20.25% of such cost. Effective July 1, 2025 the Board shall pay for all full-time employees 79.5% of the premium cost and the employee shall pay 20.5% of such 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.

### Dental Plan

The Board shall make available for the duration of this Agreement CIGNA Dental Care Plan as described in Appendix II. Employee premium share contributions shall be 10% for individual coverage and 100% for dependent coverage.

The Board shall pay the balance of the cost.

3. For a dependent child, coverage shall be provided to age 26 for medical and dental. As the new law for dental will not take effect until the first day of the new plan year (July 1, 2022) employees will need to wait until open enrollment to re-enroll their children in dental benefits.
4. Premiums shall be deducted September through June of each year.
5. Prescription Plan—(See State Partnership Plan)



6. The Board shall pay an amount equivalent to 90% of the premium cost on the State Partnership Plan individual dental plan. The employee shall have the choice of individual, two-person or family coverage and shall assume the premium cost above the Board's ninety 90% of the premium cost on the individual dental plan. (See Appendix II.)
7. Such medical and dental insurance contributions shall be eligible for IRS Code Section 125 benefit if the employee so designates.
8. Each employee shall be permitted to change his/her participation in insurance programs 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).

B. Life Insurance

1. Active employees

The Board shall provide to all active employees a group life insurance plan to equal two times the annual salary not to exceed a maximum of \$60,000.

2. Retirees

The Board shall provide \$10,000 life insurance coverage to any employee who leaves the employ of the Board and retires immediately under the Town Pension Plan.

C. Worker's Compensation Insurance

1. Whenever an employee is absent from work as a result of personal injury arising out of and in the course of his/her employment, the Worker's Compensation laws of the State of Connecticut shall apply.

D. Personal Injury

The Board assumes responsibility for any assault to any employee while acting in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board or its designee.

When absence arises out of or from such assault or injury, there shall be no forfeit of sick leave or personal leave.

- E. Retirement Health Care. For each employee who, upon leaving the employ of the Board immediately retires under the Town Pension Plan, the Board shall pay 100% of the premium cost for individual membership plus, if in effect at least ninety (90) days before retirement, 50% of the difference in premium cost between individual membership and dependent or family membership in any Board-offered hospital, medical/surgical and major medical insurance plan in which the employee was participating immediately prior to his/her retirement. Continuation of each plan shall be contingent upon conditions established by the carrier. At age 65, such coverage shall be converted to the SPP Medicare supplement plans

for employees who are eligible for Medicare.

- F. Retirement Dental Care Each employee who, upon leaving the employ of the Board immediately retires under the Town Pension Plan, may participate in the Board-offered dental in such plan in which the employee was participating immediately prior to his/her retirement. The employee may participate in individual, dependent, or family membership at 100% cost to the employee. Continuation of such plan shall be contingent upon conditions established by the carrier.
- G. Long Term Disability Insurance The Board shall offer a long-term disability plan with a benefit equal to 60% of annual salary to a maximum of \$3,000 per month. Employee Cost is 20% of the premium.

## ARTICLE VII

### RETIREMENT

- A. All qualified employees are eligible to participate in the Town Pension Plan adopted by the West Hartford Town Council effective March 1, 1945, as amended, a copy of which will be made available to employees upon request. There shall be no changes in the Defined Benefit Pension Plan for enrolled employees during the life of the contract. The parties agree that any changes to the pension plan for new employees that results from an agreement or an arbitrated award, shall have an effective date of the settlement or the award.
- B. Upon retirement under the Town Pension Plan, employees hired prior to October 21, 2014, an employee shall receive, on the basis of his/her then current wages, one-half of the sick leave benefits which may have accrued to his/her credit, to a maximum of sixty (60) working days. Employees hired after October 21, 2014 shall not be eligible for payment of unused sick days at retirement.
- C. In the event of the death of an employee, who until the time of death had been a member of the Town Pension Plan, the spouse of an employee, or in the event that there is no then surviving spouse, the minor children of an employee, or, in the event that there are no surviving minor children of an employee, the estate of an employee shall be paid one-half (1/2) of the employee's accumulated unused sick leave up to a maximum of sixty (60) working days.
- D. Effective July 1, 2022, employees who are eligible to participate in the Pension Plan (Part B) and do participate in the Pension Plan shall contribute 5.75% of gross income. Effective July 1, 2023 employees who are eligible to participate in the Pension Plan (Part B) and do participate in the Pension Plan (Part B) shall contribute 5.75% of gross income. Effective July 1, 2024 employees who are eligible to participate in the Pension Plan (Part B) and do participate in the Pension Plan (Part B) shall contribute 6.0% of gross income. Effective July 1, 2025 employees who are eligible to participate in the Pension Plan (Part B) and do participate in the Pension Plan (Part B) shall contribute 6.0% of gross income.

E. 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 was 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 was 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>	<u>Total</u>
1	\$600	\$ 600
2	\$600	\$1,200
3	\$600	\$1,800
4	\$600	\$2,400
5	\$600	\$3,000
Each full year over 5	\$600	\$3,600

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 July 1 after the employee's retirement date.

- F. Bargaining unit members hired after May 21, 2013 shall be subject to Part E of the of the Town of West Hartford Pension Plan. A member in Part E hired on or after May 21, 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 May 21, 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.

## ARTICLE VIII

### CONDITIONS OF EMPLOYMENT

The Board reserves the right to determine the workday, work week and work year of any position covered under this agreement except that the workday, work week and work year of anyone covered under this agreement who was under the employ of the Board as of June 3, 1983 shall be as follows unless such person chooses to the contrary:

#### A. Workday

The workday of all employees compensated in accordance with the established salary schedule shall consist of seven and one-half (7-1/2) hours during the school year for not less than forty-four (44) weeks and six and one-half (6-1/2) hours for the balance of eight (8) weeks during the summer months. The seven and one-half (7-1/2) hour days will resume during the two weeks preceding the first day of school for students.

If, due to unforeseen conditions, a situation arises that requires an employee to remain beyond his/her normal schedule, the administrator will first seek a volunteer. If unable to find a volunteer, the Board can require the employee to remain. This circumstance is understood to be exceptional and shall be of a minimal duration.

#### B. Work Week

The work week will consist of five (5) days, Monday through Friday.

#### C. Flex Time

1. An employee shall have the option of proposing a non-standard work schedule to her/his immediate supervisor. If her/his supervisor rejects an employee's proposal for a non-standard work schedule, said employee may appeal to the Superintendent or his designee.
2. An employee shall have opportunity to request flex time on a given day when the occasion rises. If her/his supervisor rejects an employee's request for a flex day, said employee may appeal to the Superintendent or his/her designee.
3. The authority to grant or to deny such appeal shall rest solely with the Superintendent of Schools or his designee. Such decision shall be based on the best interests of the school system including, but not limited to, the effect on the functioning of the office affected and/or on cost. The decision of the Superintendent or his/her designee shall be final and shall not be subject to the grievance procedure.

#### D. Work Year

1. The work year for all employees will be fifty-two (52) weeks beginning on July 1 and terminating June 30.
2. In leap years, the administration will grant employees release time for hours actually worked on February 29. Scheduling of release time will be determined mutually between the supervisor and the employee providing an employee's choice will not be unreasonably denied.

E. Probationary Period

1. New employees shall serve a probationary period of ninety (90) days actually worked. During this period the administration may terminate the employee at its discretion. Such action shall not be subject to grievance.
2. During the ninety (90) day period the employee
  - a. shall earn one sick day per month, non-cumulative;
  - b. will be eligible for paid personal leave for bereavement and family illness as stated in the Agreement.
3. Upon completion of the probation period, employees who receive satisfactory evaluations by their supervisor, to be confirmed by the Superintendent, will become regular employees and be eligible for all benefits retroactive to date of hire.

F. Emergency Closings

An announcement will be made by the Superintendent of Schools or his designated agent when office personnel are not expected to report for duty on emergency closing of schools. Emergency closings pertaining to students and teachers do not automatically include employees covered under this Agreement.

If a principal knows that an employee covered under this Agreement will be or is the only Board employee in the school building, he/she shall defer and reschedule the work time unless the employee requests otherwise.

- G. The administration will provide a suitable work environment for computer/monitor work stations.

## ARTICLE IX

### HOLIDAYS

- A. All employees are authorized to be absent with pay on thirteen (13) holidays per year when schools are not in session. So long as schools are not in session, these holidays shall include Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, and Memorial Day. If school is in session on any of the holidays stated above, employees shall receive an additional floating holiday. The holiday dates for the twelve-month period July 1 through June 30 shall be determined mutually by the Superintendent and the Federation following adoption of the school year calendar by the Board of Education. Two floating holidays shall be available to all employees. An employee may take his/her holiday on a date of his/her choice, with prior approval of his/her supervisor.

Denials for request when school is in session will not be grievable under Article VIII.

If the West Hartford Public Schools Board of Education recognizes Juneteenth as a paid holiday for any employees during the term of this contract, we will negotiate the impact of adding Juneteenth in the holiday provision under Article IX A.

During the December, February and April school vacations, each employee shall work one less hour per day than his/her normal work day without loss of pay.

- B. All employees shall receive a full day's pay at their straight time rate of pay for the thirteen (13) annual holidays regardless of the day of the week upon which the holiday falls.
- C.
  - 1. If the day immediately preceding Christmas Day is a workday and provided it is not a workday for teachers and school is not in session, such workday shall be at least four (4) hours duration.
  - 2. If the day immediately preceding New Year's Day is a workday and provided it is not a workday for teachers and school is not in session, such workday shall be at least four (4) hours duration.

## ARTICLE X

### VACATIONS

- A. All full-time employees shall annually, as of July 1 each year, be entitled to vacations based on their length of service as follows:
  - 1. All employees with fewer than five (5) months service shall be entitled to no vacation days.
  - 2. All employees with five (5) months or more, but less than twelve (12) months service shall be entitled to one (1) working day vacation per month not exceeding ten (10) days vacation.
  - 3. All employees with one (1) year or more, but less than eleven (11) years service shall be entitled to one and one-fourth (1-1/4) working days vacation per month, not exceeding fifteen (15) days vacation.
  - 4. All employees with eleven (11) years or more, but less than fifteen (15) years service shall be entitled to one and one-fourth (1-1/4) working days vacation per month, plus one (1) day for each year beyond ten (10) years to a total of twenty (20) vacation days.
  - 5. All employees with fifteen (15) years, but less than twenty (20) years service shall be entitled to one and two-thirds (1-2/3) working days vacation per month, to a total of twenty (20) vacation days.
  - 6. All employees with twenty (20) or more years service shall be entitled to two and one-half (2-1/2) working days vacation per month to a total of twenty-five (25) vacation days.
- B. An employee covered under this agreement whose workday, work week or work year is less

than that defined in Article VIII A, B, or D shall be entitled to vacation days.

The number of vacation days shall be determined by the following formula:

$$\frac{\text{number of regular-time hours the employee works July 1-June 30}}{\text{number of regular-time hours the employee works July 1-June 30 (1910 hours)}} \times \text{applicable number of vacation days defined in A-1 through A-6 of this article.}$$

- C. With prior approval of the Superintendent or designee, an employee may take his/her earned vacation days anytime in a twelve-month period, July 1 through June 30<sup>th</sup>, and shall be granted pay due to them for accrued vacation. Such approval shall be requested 5 days in advance and not be unreasonably denied. A request for two (2) days or less may be made with one (1) days' notice.
- D.
  - 1. When an employee terminates his/her service with the Board, the Board shall pay the employee for each vacation day he/she has earned.
  - 2. If an employee dies during his/her service with the Board, the Board shall pay his/her estate for each vacation day he/she had earned.
- E. An employee may carry over a maximum of five (5) vacation days from one twelve-month period, July 1 through June 30, to the next. Additional days may be carried over with approval of the Superintendent or designee.

## ARTICLE XI

### AUTHORIZED ABSENCES

#### A. Sick Leave

All employees are entitled to sick leave with full pay for personal illness of fifteen (15) days annually not including absences covered by Worker's Compensation.

- 1. Sick leave may be used in the following cases:
  - a. personal illness or physical incapacity;
  - b. enforced quarantine of an employee in accordance with the community health regulations;
  - c. emergency dental or medical appointments or other sickness prevention measures, provided it is not possible to arrange an appointment at a time when the employee is off-duty.
- 2. Unused sick leave may be accumulated from year to year up to a total of two hundred (200) days as long as the employee remains continuously in the service of the Board. All accumulated leave shall be determined annually as of July 1 of each year.
- 3. New employees shall be granted a proportionate number of sick leave days from the date of employment to July 1. An employee who terminates or is terminated (exclusive of lay

off because of staff reduction) in the course of the work year shall be deducted a proportionate number of sick leave days from the date of termination to July 1.

4. a. If requested by the Superintendent or his designee, 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 within one work year.
- b. If requested by the Superintendent or his designee, an employee who has been absent because of illness ten (10) or more consecutive workdays or fifteen (15) or more nonconsecutive workdays shall provide written certification from his/her physician that he/she is capable of performing his/her duties fully.
- c. The Board will pay any cost in excess of insurance coverage that the employee may incur in complying with such requests.

#### B. Personal Leave

1. When absence from work is necessary and unavoidable an employee shall be permitted a maximum of five (5) days in a work year without loss of salary for any of the following reasons:
  - a. death in the immediate family (spouse, parent, child, aunt, uncle, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative of the employee or his/her spouse who is domiciled in the employee's household);
  - b. illness in the immediate family (spouse, parent, child, or any relative of the employee or his/her spouse who is domiciled in the employee's household);
  - c. formal religious observance of a holy day;
  - d. attendance at legal proceedings;
  - e. It is recognized that there can be circumstances when an employee must be absent for extremely personal and private reasons. In these instances, while the employee must request personal leave, he/she will not be required to state the reason. It is expected that this type of situation will be exceptional;
  - f. The above cited provisions shall not preclude an employee using less than one full day's leave for the completion of personal business. However, less than a half workday shall be charged as a half day and more than a half day shall be charged as a full day.
2. The Superintendent of Schools, in individual cases when absence through absolute necessity exceeds the five (5) allotted days, may grant one (1) additional day per year of service to a maximum of five (5) additional days.
3. When practicable, the employee shall make written request for personal leave to the Superintendent reasonably in advance. Where such request is not practicable, the employee shall inform the Superintendent 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 salary for each day of absence.

C. Professional Leave

1. The Board will allow the Federation president and/or designee up to two (2) days during the work year to attend Union conferences and conventions. The Federation president must inform the Superintendent of the date, place and purpose of the leave at least ten (10) days in advance.
2. Within any given work year the Superintendent may grant in-service leave without loss of salary to any employee covered under this unit to attend one single-day workshop, seminar, conference or other session intended to improve the work competencies of the employee. The employee shall bear the full cost of attending such in-service session.

D. Pregnancy and Child-bearing Leave

Provisions of the Connecticut General Statutes shall apply covering leave for disability resulting from pregnancy and childbirth.

E. Childrearing Leave

Subject to the following conditions, an employee may request and the Board may grant up to twelve months childrearing leave.

1. The employee must make his/her request for childrearing leave in writing to the Superintendent of Schools no later than sixty (60) workdays prior to the date the employee wishes to commence leave.
2. The authority to grant or deny an employee his/her request and to determine replacement shall rest solely with the Superintendent or his designee.
3. If the Superintendent or his designee denies a request for any of the following reasons, any grievance arising there from shall be based solely on the grounds the decision was arbitrary or capricious and, therefore, unfair:
  - a. replacement through the transfer of another employee covered under this agreement would be disruptive;
  - b. there is no adequately qualified replacement either among employees covered under this Agreement or non-employees;
  - c. an additional cost would accrue to the Board.
4. Unless the Superintendent, or his designee, and the employee both agree otherwise, duration of childrearing leave shall be for no-less-than the entire period granted.
5. An employee on childrearing leave shall notify the Superintendent of Schools in writing of his/her intention to return to active employment upon termination of the period of the leave no-less-than thirty (30) workdays prior to the date the leave is to end. Failure to comply with this condition shall be tantamount to resignation.
6. Childrearing leave shall be without salary and any contribution by the Board for the premium cost of insurance benefits; however, the employee shall be allowed the

opportunity to continue applicable insurance coverage at his/her expense.

7. Provided his/her employment is not terminated because of staff reduction during the period of childrearing leave, an employee shall be returned to active employment when the period of childrearing leave ends.
8. When the period of childrearing leave ends, an employee shall return to:
  - a. the same classification he/she was in when the childrearing leave began; and
  - b. at the same step of the applicable salary schedule he/she was at when the childrearing leave began.

F. Perfect Attendance Bonus

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 personal 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

ARTICLE XII

EMPLOYMENT PRACTICES

A. Vacancies

1. A vacancy is a position that is newly established and budgeted or open as a consequence of a person accepting another vacant position or leaving the employ of the Board for reasons other than lay off. No vacancy exists if there are employees who are eligible for recall or who are without assignment because of reduction in the number of positions.
2. a. Whenever there is a vacancy in a position covered under this Agreement such vacancy shall be announced in the Staff Bulletin or its equivalent at least five (5) workdays prior to being filled. A copy of such announcement shall be sent to the Federation President. During the summer months such announcements will be posted in each building. This requirement to announce a vacancy may be waived by mutual agreement of the President of the Federation and the Superintendent or his/her designee.

Each posting shall include the following information regarding the vacant positions:

1. classification
2. department or school
3. the job description
4. closing date for applications

5. earliest starting date

- b. The Administration shall not be required to post or to announce as a vacancy any open position that it does not intend to fill or any open position that was filled through a previous posting within the preceding thirty (30) workdays.

The Administration will inform the Federation 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 through a previous posting within the preceding thirty (30) workdays.

The Board reserves the right not to transfer an employee who applies for and is chosen to fill a vacancy into that vacancy during the then current work year.

The Administration shall not fill a vacancy or open position for more than forty-five (45) workdays with a temporary employee.

- 3. The Board shall interview all West Hartford Federation of Educational Secretaries bargaining unit member applicants for any open and competitive positions prior to interviewing any persons outside the bargaining unit.
- 4. a. If in the judgment of the Superintendent or his/her designee, an inside applicant and an outside application qualify for a vacancy, and comparably so, he/she will select the inside applicant.
- b. If in the judgment of the Superintendent or his designee, two or more inside applicants qualify for a vacancy, and comparably so, he/she will select the applicant who has the most consecutive years of employment within the bargaining unit to date.

B. Reclassification

- 1. Any employee may request reclassification of his/her position 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.
- 2. Such requests shall be made in writing to the Superintendent or his designee and must be accompanied by a statement of justification.
- 3. The Superintendent or his designee shall inform the employee of the decision on his/her request no-later-than sixty (60) days following receipt thereof. Such decision shall not be subject to review, challenge or dispute under the grievance procedure of this agreement.
- 4. If granted, such reclassification shall take effect at the beginning of the pay period immediately following the date the employee submitted his/her request.
- 5. An employee who is reclassified to a higher 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.
- 6. An employee who is reclassified to a lower classification level or who is reclassified as a consequence of the restructuring of the classification system shall be placed on 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.

C. Notifications

Notification of all new hires, changes in positions, transfers, reclassification requests and responses will be sent to the Federation president.

D. Joint Meetings

There shall be quarterly meetings with the Superintendent or his designee and the Federation representatives to discuss issues which affect the secretarial staff. Meeting dates to be mutually determined.

E. Staff Reduction

1. Definition

Staff reduction occurs when the total number of full-time positions or fraction thereof established and budgeted by the Board of Education from funds appropriated by the Town or other sources is less than the total number of full-time equivalent employees qualified and available for placement in these positions.

Staff reduction can result in displacement from position or in layoff.

Staff reduction procedures shall be operative whether the reason for an excess of employees relative to the number of positions in a position-type is the closing of a school, a change in the system of classifying personnel or a decrease in the budget.

2. Sequence of Displacement from Position or Layoff by Personnel Groupings

- a. Paraprofessionals shall not be used in any position covered under this Agreement if such use would result in the layoff of an employee or employees covered under this Agreement.
- b. Part-time employees (employed less than twenty (20) hours a week working in positions covered under this Agreement shall constitute the first group of personnel to be displaced or laid off.
- c. Full-time employees (employed twenty (20) hours or more a week) who have been under the employ of the Board of Education twelve (12) consecutive months or less shall constitute the second group of personnel to be displaced or laid off.
- d. Full-time employees (employed twenty (20) hours or more a week) who have been under the employ of the Board of Education thirteen (13) consecutive months or more (hereinafter referred to as "regular") shall constitute the final group of personnel to be displaced or laid off.

3. Layoff

- a. Classification of Displacement from Position or Layoff (Part-time, Full-time employees who have been under the employ of the Board of Education twelve (12) consecutive months or less, Regular Full-time)

- 1) Displacement or layoff shall be applied within and not among the functions into which the positions under this Agreement are classified: Specialist, Accounting, Secretarial / Clerical.
  - 2) Specialist
    - a) Within the specialist function, displacement or layoff shall be applied within the specialist classification.
  - 3) Accounting Function
    - a) Within the accounting function, displacement or layoff shall be applied within and between those classified in the accounting series (ACI, ACII, ACIII).
    - b) Within the accounting series, an account clerk III can displace any position type within the accounting series.
    - c) Within the accounting series, an account clerk II can displace an account clerk I but not vice versa.
    - d) Within the accounting series, an account clerk I cannot displace any other position type within the accounting series.
  - 4) Secretarial/Clerical Functions (Lead Secretary, Secretary, Clerk II)
    - a) Within the secretarial/clerical functions, displacement or layoff shall be applied within and between those classified in the secretarial/clerical series.
    - b) Within the secretarial/clerical functions, a lead secretary can displace any position type within the secretarial/clerical series.
    - c) Within the secretarial/clerical functions, a secretary can displace a clerk II.
  - 5) Any employee who declines reclassification to a lower level position as a consequence of staff reduction shall be terminated.
- b. Criteria of Displacement from Position or Layoff  
(Regular Full-time Personnel)
- 1) The prime factor to be considered in determining displacement or layoff of regular full-time personnel within each classification (Specialist, Accounting, Secretarial / Clerical) shall be the length of continuous current employment under the Board of Education with the employee who has the least time being displaced or laid off first.
  - 2) Performance as determined through the administration of the formal evaluation process shall be the factor to be considered in determining displacement or layoff between or among employees who have been continuously employed the same length of time.
  - 3) Any employee being displaced in a position shall not displace an employee in a lower position with more seniority.

- 4) Seniority for the purpose of displacement from layoff shall be defined as length of services with the Board of Education.

#### 4. Recall

- a. Part-time employees and full-time employees who have been under the employ of the Board of Education twelve (12) consecutive months or less shall have no right of recall.
- b. The name of each regular full-time employee who is laid off shall be placed on a reemployment list and remain on such list until June 30 of the second calendar year following layoff provided such person does not decline reemployment and provided such person informs the Human Resources Office in writing on or before June 30 of the calendar year next following layoff that he/she wishes to have his/her name retained on the reemployment list.
- c. Classification of Recall -- Regular Full-time Personnel
  - 1) Recall shall be applied within and not among the three functions into which the positions under this agreement are classified: specialists, accounting, secretarial/clerical.
  - 2) Specialist Function

Within the Specialist function, recall shall be applied within the Specialist group.
  - 3) Accounting Function
    - a) An employee who at the time of layoff was an account clerk III may be recalled to any position type within the accounting function.
    - b) An employee who at the time of layoff was an account clerk II may be recalled to an account clerk II position type or to an account clerk I position.
    - c) An employee who at the time of layoff was an account clerk I may be recalled only to an account clerk I position.
  - 4) Secretarial / Clerical Functions (Lead Secretary, Secretary, Clerk II)
    - a) An employee who at the time of layoff was a lead secretary may be recalled to any position type within the secretarial/clerical functions.
    - b) An employee who at the time of layoff was a secretary may be recalled to a secretary position or a clerk II position, but not to a lead secretary position
    - c) An employee who at the time of layoff was a clerk II may be recalled to a clerk II position, but not to a lead secretary or a secretary position.
- d. Criteria of Recall -- Regular Full-time Personnel
  - 1) Within each classification defined in Article XII. E.3.1, the employee whose name was placed last on the reemployment list shall be first to be recalled.

- 2) No person shall be newly employed until all persons on the reemployment list have declined an offer of reemployment or been reemployed.
- e. Any person who has been laid off will, upon reemployment, be placed on the same step for salary purposes that he/she was on when laid off and, for reason of staff reduction, will be credited with the amount of continuous employment he/she had when laid off.
- f. If in the judgment of the Superintendent or his designee anyone on recall is qualified for a position in a classification other than that in which he/she was working at the time of lay off, the Superintendent or his designee will consider that person before considering outside applicants.

5. General

- a. It is recognized that the Board shall not be bound by the layoff provisions of this Article when it terminates employment for reasons other than reduction in the number of positions.
- b. It is further recognized that the Board shall not be bound by the recall provisions of this Article when it terminates employment for reasons other than reduction in the number of positions.
- c. No bargaining unit position shall be filled by non-bargaining unit personnel except on a permanent full-time basis.

F. Discipline

No employee will be disciplined or terminated from employment without just cause.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definitions

Grievance is hereby defined to mean:

1. Type A

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

2. Type B

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

## B. Procedure

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

Any employee who 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.

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

a. 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:

1. the facts;
2. the provision or provisions of this Agreement allegedly misinterpreted or misapplied or the basis for claiming an action taken or refused by the administrator is unfair;
3. the remedy sought.

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

b. The Superintendent or his designee shall meet with the aggrieved employee within ten (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 final meeting at Level Two.

### 3. Level Three

#### a. Type A Grievances - Binding Arbitration

- 1) In the event that such employee is not satisfied with the disposition of his/her grievance at Level Two, such grievance may be presented by the Federation to the American Arbitration Association of the State Board of Mediation and Arbitration for arbitration in accordance with the administrative procedures, practices and rules of each agency.
- 2) 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.
- 3) 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.

- 4) All costs and expenses of arbitration shall be borne equally by the Board and the Federation.

b. Type B Grievances - Advisory Arbitration

- 1) In the event that such employee is not satisfied with the disposition of his/her grievance at Level Two, such grievance may be presented by the Federation to the American Arbitration Association or the State Board of Mediation and Arbitration for arbitration in accordance with the administrative procedures, practices and rules of each agency.
- 2) 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.
- 3) 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; and a proposed remedy deemed to be appropriate under the circumstances of the complaint.
- 4) 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 arbitrators report.
- 5) Based on the arbitrator's findings of facts 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, but not the findings of fact.
- 6) 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.
- 7) The decision of the Board shall be final.

C. Miscellaneous

1. The Board and the Federation agree that:
  - a. Every reasonable effort should be made to resolve grievances at the administrative level most directly involved.
  - b. Nothing herein contained shall be construed as limiting the rights 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.
2. 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.

3. 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.
4. 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.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. 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.
7. The Federation reserves the right to be present at any step of the grievance procedure and to receive copies of all grievance materials.
8. An employee may be represented by a Federation representative at any step of the grievance procedure if he/she so desires.

#### ARTICLE XIV

##### SAVINGS CLAUSE

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

#### ARTICLE XV

##### DURATION

This Agreement shall be effective as of July 1, 2022 and shall remain in full force and effect through June 30, 2026.

IN WITNESS THEREOF, the parties hereunto set their hands this 17<sup>th</sup> day of March, 2022.

WEST HARTFORD BOARD OF EDUCATION

By   
Its Chairperson

WEST HARTFORD FEDERATION OF  
EDUCATIONAL SECRETARIES

By   
Its President

# APPENDIX I

## SECRETARIAL/CLERICAL WAGE SCHEDULES

7/1/2022

Step	Specialist	AC III	AC II	AC I	LS	S	C II
1	51,489	47,663	45,278	42,975	50,184	46,504	41,518
	26.96	24.96	23.71	22.50	26.27	24.34	21.74
2	52,595	48,649	46,229	43,986	51,288	47,436	42,536
	27.53	25.47	24.20	23.03	26.86	24.84	22.27
3	53,726	49,660	47,200	45,019	52,417	48,385	43,578
	28.13	26.00	24.71	23.58	27.44	25.33	22.82
4	54,880	50,688	48,238	46,076	53,570	49,351	44,645
	28.73	26.54	25.26	24.13	28.04	25.84	23.37
5	56,062	51,742	49,298	47,158	54,750	50,486	45,585
	29.36	27.09	25.81	24.69	28.67	26.43	23.86
6	57,265	52,814	50,385	48,267	55,954	51,547	46,495
	29.98	27.65	26.38	25.27	29.29	26.99	24.34
7	58,498	53,911	51,491	49,402	57,186	52,682	47,426
	30.63	28.23	26.96	25.86	29.94	27.58	24.83
8	59,755	55,029	52,626	50,564	58,441	53,736	48,375
	31.28	28.81	27.55	26.48	30.60	28.14	25.33
9	61,041	56,173	53,783	51,751	59,728	54,811	49,340
	31.96	29.41	28.16	27.09	31.27	28.70	25.83
10	62,355	57,339	54,967	52,966	61,042	55,906	50,328
	32.65	30.02	28.78	27.73	31.96	29.27	26.35
11	63,691	58,530	56,175	54,211	62,384	57,023	51,335
	33.34	30.65	29.41	28.38	32.66	29.86	26.88
12	68,807	63,182	60,715	58,681	67,429	61,511	55,375
	36.03	33.08	31.79	30.72	35.30	32.21	28.99

7/1/2023

Step	Specialist	AC III	AC II	AC I	LS	S	C II
1	52,725	48,807	46,365	44,006	51,388	47,620	42,514
	27.61	25.56	24.28	23.04	26.90	24.92	22.26
2	53,857	49,817	47,338	45,042	52,519	48,574	43,557
	28.19	26.08	24.78	23.58	27.50	25.44	22.80
3	55,015	50,852	48,333	46,099	53,675	49,546	44,624
	28.81	26.62	25.30	24.15	28.10	25.94	23.37
4	56,197	51,905	49,396	47,182	54,856	50,535	45,716
	29.42	27.18	25.87	24.71	28.71	26.46	23.93
5	57,407	52,984	50,481	48,290	56,064	51,698	46,679
	30.06	27.74	26.43	25.28	29.36	27.06	24.43
6	58,639	54,082	51,594	49,425	57,297	52,784	47,611
	30.70	28.31	27.01	25.88	29.99	27.64	24.92
7	59,902	55,205	52,727	50,588	58,558	53,946	48,564
	31.37	28.91	27.61	26.48	30.66	28.24	25.43
8	61,189	56,350	53,889	51,778	59,844	55,026	49,536
	32.03	29.50	28.21	27.12	31.33	28.82	25.94
9	62,506	57,521	55,074	52,993	61,161	56,126	50,524
	32.73	30.12	28.84	27.74	32.02	29.39	26.45
10	63,852	58,715	56,286	54,237	62,507	57,248	51,536
	33.43	30.74	29.47	28.40	32.73	29.97	26.98
11	65,220	59,935	57,523	55,512	63,881	58,392	52,567
	34.14	31.39	30.12	29.06	33.44	30.58	27.53
12	70,458	64,698	62,172	60,089	69,047	62,987	56,704
	36.89	33.87	32.55	31.46	36.15	32.98	29.69

7/1/2024

Step	Specialist	AC III	AC II	AC I	LS	S	C II
1	53,911	49,905	47,408	44,996	52,544	48,691	43,471
	28.23	26.14	24.83	23.56	27.51	25.48	22.76
2	55,069	50,938	48,403	46,055	53,701	49,667	44,537
	28.82	26.67	25.34	24.11	28.12	26.01	23.31
3	56,253	51,996	49,420	47,136	54,883	50,661	45,628
	29.46	27.22	25.87	24.69	28.73	26.52	23.90
4	57,461	53,073	50,507	48,244	56,090	51,672	46,745
	30.08	27.79	26.45	25.27	29.36	27.06	24.47
5	58,699	54,176	51,617	49,377	57,325	52,861	47,729
	30.74	28.36	27.02	25.85	30.02	27.67	24.98
6	59,958	55,299	52,755	50,537	58,586	53,972	48,682
	31.39	28.95	27.62	26.46	30.66	28.26	25.48
7	61,250	56,447	53,913	51,726	59,876	55,160	49,657
	32.08	29.56	28.23	27.08	31.35	28.88	26.00
8	62,566	57,618	55,102	52,943	61,190	56,264	50,651
	32.75	30.16	28.84	27.73	32.03	29.47	26.52
9	63,912	58,815	56,313	54,185	62,537	57,389	51,661
	33.47	30.80	29.49	28.36	32.74	30.05	27.05
10	65,289	60,036	57,552	55,457	63,913	58,536	52,696
	34.18	31.43	30.13	29.04	33.47	30.64	27.59
11	66,687	61,284	58,817	56,761	65,318	59,706	53,750
	34.91	32.10	30.80	29.71	34.19	31.27	28.15
12	72,043	66,154	63,571	61,441	70,601	64,404	57,980
	37.72	34.63	33.28	32.17	36.96	33.72	30.36

7/1/2025

Step	Specialist	AC III	AC II	AC I	LS	S	C II
1	55,259	51,153	48,593	46,121	53,858	49,908	44,558
	28.94	26.79	25.45	24.15	28.20	26.12	23.33
2	56,446	52,211	49,613	47,206	55,044	50,909	45,650
	29.54	27.34	25.97	24.71	28.82	26.66	23.89
3	57,659	53,296	50,656	48,314	56,255	51,928	46,769
	30.20	27.90	26.52	25.31	29.45	27.18	24.50
4	58,898	54,400	51,770	49,450	57,492	52,964	47,914
	30.83	28.48	27.11	25.90	30.09	27.74	25.08
5	60,166	55,530	52,907	50,611	58,758	54,183	48,922
	31.51	29.07	27.70	26.50	30.77	28.36	25.60
6	61,457	56,681	54,074	51,800	60,051	55,321	49,899
	32.17	29.67	28.31	27.12	31.43	28.97	26.12
7	62,781	57,858	55,261	53,019	61,373	56,539	50,898
	32.88	30.30	28.94	27.76	32.13	29.60	26.65
8	64,130	59,058	56,480	54,267	62,720	57,671	51,917
	33.57	30.91	29.56	28.42	32.83	30.21	27.18
9	65,510	60,285	57,721	55,540	64,100	58,824	52,953
	34.31	31.57	30.23	29.07	33.56	30.80	27.73
10	66,921	61,537	58,991	56,843	65,511	59,999	54,013
	35.03	32.22	30.88	29.77	34.31	31.41	28.28
11	68,354	62,816	60,287	58,180	66,951	61,199	55,094
	35.78	32.90	31.57	30.45	35.04	32.05	28.85
12	73,844	67,808	65,160	62,977	72,366	66,014	59,430
	38.66	35.50	34.11	32.97	37.88	34.56	31.12

## APPENDIX II

### ***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><i>Cigna Dental PPO</i></b>				
<b><i>Network Options</i></b>	<b><i>In-Network: State of Connecticut Network</i></b>		<b><i>Non-Network: See Non-Network Reimbursement</i></b>	
<b><i>Reimbursement Levels</i></b>	Based on Contracted Fees		Based on Billed Charge	
<b><i>Calendar Year Benefits Maximum</i></b> Applies to: Class I, II, III & V expenses	\$1,500		\$1,500	
<b><i>Calendar Year Deductible</i></b>				
Individual	\$50		\$50	
Family	\$150		\$150	
<b><i>Benefit Highlights</i></b>	<b><i>Plan Pays</i></b>	<b><i>You Pay</i></b>	<b><i>Plan Pays</i></b>	<b><i>You Pay</i></b>
<b><i>Class I: Diagnostic &amp; Preventive</i></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><i>Class II: Basic Restorative</i></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><i>Class III: Major Restorative</i></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><i>Class IV: Orthodontia</i></b> Coverage for Employee and All Dependents Lifetime Benefits Maximum: \$600	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
<b><i>Class V: TMJ</i></b> Occlusal orthotic device and adjustment Calendar Year Maximum: \$1,500	60% After Deductible	40% After Deductible	60% After Deductible	40% After Deductible
<b><i>Class VI: Periodontal</i></b> Calendar Year Maximum: \$500	100% After Deductible	No Charge	100% After Deductible	No Charge
<b><i>Benefit Plan Provisions:</i></b>				
<b><i>In-Network Reimbursement</i></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><i>Non-Network Reimbursement</i></b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.			
<b><i>Cross Accumulation</i></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><i>Calendar Year Benefits Maximum</i></b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
<b><i>Calendar Year Deductible</i></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><i>Late Entrant Limitation Provision</i></b>	No coverage until next open enrollment. This provision does not apply to new hires.			
<b><i>Pretreatment Review</i></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.

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**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 Family	\$0 \$0		\$100 \$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
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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.	

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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 (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you 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)

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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
<b>**Infertility (based on medical necessity)</b> Office Visit Outpatient or Inpatient Hospital Care	\$15 copay \$0	20% of allowable UCR* charges 20% of allowable UCR* charges
<b>**Inpatient Hospital Stay</b>	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment <b>**Inpatient</b> ..... Outpatient	\$0 \$15 copay	20% of allowable UCR* charges (you may need to get prior authorization) 20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
<b>**Outpatient Surgery</b>	\$0	20% of allowable UCR* charges
<b>**Physical/Occupational Therapy</b>	\$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 Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 \$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits 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 Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.