

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**Regional School District No. 11**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 - Unit 32  
PARISH HILL – REGIONAL DISTRICT 11  
SECRETARIES**

**July 1, 2019 - June 30, 2022**

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## **PREAMBLE**

The purpose of this agreement is the promotion of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment between the Board of Education of Regional School District 11 and the United Public Service Employees Union Local 424 Unit 32.

## **ARTICLE 1 RECOGNITION**

The Board of Education of Regional School District No. 11 (hereinafter referred to as the "Board") recognizes UPSEU (hereinafter referred to as the "Union") as the sole and exclusive bargaining agent for all secretaries employed by Regional School District No. 11 who work at the Parish Hill Middle/High School Principal's Office and Guidance Office excluding the Superintendent's secretary as a confidential, excluding part-time employees who work less than 12 hours per week, temporary or part time employees who work on a seasonal basis (not more than 120 days in a calendar year) and other employees excluded from the definition of "employee" under §§7-467, *et seq.*, of the Connecticut General Statutes, as amended.

## **ARTICLE 2 UNION RIGHTS**

1. The Union shall have the use of the school building for its meetings, at reasonable times, and without cost.
2. The Union will have the use of adequate space for the transaction of Union business in the school building, without cost, in a mutually agreed upon room.
3. One (1) bulletin board will be provided for the purpose of displaying non-inflammatory Union notices, circulars and other Union material. Copies of such material will be given to the Principal.

## **ARTICLE 3 SENIORITY**

Seniority shall be determined by reference to the most recent length of uninterrupted continuous employment with the Board in positions incorporated within the bargaining unit, except that members who were previously members of the paraprofessional unit shall have a seniority date consistent with her/his paraprofessional seniority date. Seniority shall be broken by the following: discharge, retirement, or resignation. Seniority will accrue on a pro-rata basis when an employee works on a part-time basis.

All new employees will have a three (3) month probationary period. Article IV (Discipline) and Article XIX (Grievance Procedure) shall not apply to employees during their probationary period.

**ARTICLE 4**  
**WAGES**

The wages of all persons covered by this Agreement shall be as set forth in Appendix A, which is attached hereto and hereby made part of this Agreement.

**ARTICLE 5**  
**DISCIPLINE**

No employee shall be discharged or otherwise disciplined except for just cause. Disciplinary actions shall generally be in the following order; however, based on the severity of the offense, the employee's prior record and any other relevant considerations, the Superintendent maintains the right to go directly to any higher step:

- a. Verbal warning;
- b. Written warning including a meeting with the offending party, the employer and the Union to discuss the incidents leading to disciplinary action;
- c. Suspension;
- d. Discharge

All suspension and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension or discharge.

**ARTICLE 6**  
**VACANCIES**

1. All new positions or job vacancies covered by this Agreement shall be filled only in accordance with the terms of this Article.
2. Notice of vacancies and/or new positions within the bargaining unit shall be distributed to all buildings with bargaining unit members and to the Union President seven (7) calendar days prior to public notice. At least seven (7) calendar days prior to public notice, the Board shall e-mail each bargaining unit member who does not work during the summer to provide notification of any vacancy. The deadline for accepting applications from bargaining unit members

for any such positions shall be no later than five (5) working days from the date that notice is provided to bargaining unit members.

3. In the determination of the person to be selected, the following norms will be applied:
  - a. Qualifications by training, certification and experience as related to the position;
  - b. Unique experience, ability, skills or knowledge valuable to the School System;
  - c. Seniority.

Each of the three norms shall be given equal consideration, notwithstanding the order listed above.

#### **ARTICLE 7 MISCELLANEOUS**

1. Each employee upon promotion or appointment and thereafter upon request shall be given a copy of his/her job specification. Work assignment shall be in accordance with that job specification.
2. Wherever the phrase “and performs related duties as required...” appears in the job specifications for job classification within this bargaining unit, the term “related duties” shall be interpreted to mean duties and responsibilities which could reasonably be expected to be required in accordance with the overall job specifications.
3. A secretary may receive tuition assistance of up to \$1,000 a year for job-related course work approved in advance by the Superintendent. Payment of tuition assistance is contingent upon successful completion of the course which is regarded as receiving a C+ or better grade.

#### **ARTICLE 8 LEAVE OF ABSENCE**

1. Leave of absence, without pay, may be granted by the Superintendent for a limited period, not to exceed one (1) year, for the following reasons:
  - a. For health reasons upon the advice of a physician;
  - b. For other personal reasons, subject to the approval of the Superintendent.

If such leave is for an FMLA-qualifying reason, at the Superintendent’s discretion the FMLA leave shall run concurrently with the leave of absence granted under this provision.

2. Applications for such leave of absence must be made in writing, stating the reasons for the request and the length of time desired. A leave expires automatically at the date of expiration approved for the leave. An employee granted a leave of absence by the Board must remain out on leave for the duration approved by the Board, unless the Board agrees otherwise. If an extension is required, it must be approved by the Board.
3. It is expected that so far as possible, leave will be arranged to begin or end at the close of the school year.
4. An employee returning from a leave of absence shall re-enter at the current pay rate in place for her/his classification.
5. Employees on leave of absence shall have the opportunity to continue the group insurance at their own expense. Arrangements for payment shall be made with the office of the Superintendent. Employee on FMLA will only pay their portion of the premium cost share, not the entire cost of insurance. The employee will also pay applicable deductibles and co-insurance.
6. The secretary's years of service in District No. 11 and accumulated sick leave will be the same as when he/she returns to his/her position as it was when he/she left his/her position, unless the employee is required to use his or her accumulated sick leave during any period of leave under the FMLA.
7. Prior to returning to work under this Article the employee shall give the Board two (2) weeks written notice of his/her intention to return from the leave of absence. An employee who fails to provide such notice shall be deemed to have resigned from the employ of the Board of Education.

## **ARTICLE 9**

### **DEFINITIONS**

1. "Full-time" employees are employees who are normally scheduled to work at least forty 40 hours per week. A ten (10) month employee who works forty (40) hours a week is a full-time employee.
2. "Part-time" employees are employees who are normally scheduled to work less than forty 40 hours per week, but 20 or more hours per week.
3. "Pro-rata" or "pro-rated" means in proportion to that provided to full-time, twelve month employees, unless specified otherwise. For example, if a full-time, twelve (12) month employee normally works a forty (40) hour week (8 hours per day) and receives twelve (12) eight hour days or 96 hours of sick leave per year, a ten

(10) month, part-time employee who normally works a thirty (30) hour workweek will receive ten (10), six (6) hour days or 60 hours of sick leave per year.

**ARTICLE 10**  
**SICK LEAVE**

Each full-time twelve-month employee shall be entitled to sick leave, at current base pay of twelve (12) sick days a year, prorated to ten (10) sick days for ten (10) month full-time employees. Each part-time employee shall be entitled to sick leave at current base pay, on a pro-rata basis. Such sick leave that is not used will accumulate up to one hundred and fifty (150) days. Each employee shall be notified of his/her accumulated sick leave at the beginning of the school year. Five (5) sick days per school year may also be used for illness in the immediate family.

1. For any absence of more than three (3) consecutive work days, a doctor's certificate shall be submitted to the Superintendent immediately upon the employee's return. An employee whose absence may also qualify as FMLA leave may be required to provide medical certification pursuant to the Family and Medical Leave Act, as amended.
2. The Superintendent may require an employee to be examined by a physician mutually agreed upon by the Board and the President of the Union at Board expense, if in the judgment of the Superintendent, the physical or emotional health of the secretary is in question.
3. The examining physician shall certify to the Superintendent and to the President of the Union, the results of the examination. If the employee wishes to challenge the results of the examination, a second examination by a mutually agreed upon physician shall be performed at the employee's expense.
4. At the commencement of and during the course of any paid or unpaid leave granted for medical reasons, the Superintendent of Schools may require an employee to provide from his or her physician a certificate indicating the anticipated date the employee will return to work, the nature of the illness or the disability, and the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board-appointed physician to verify this information.
5. Nothing herein shall be construed so as to prohibit an employee from requesting any additional sick days from the Superintendent. These days, if granted, shall be granted with or without pay at the discretion of the Superintendent.
6. Days taken under this Article shall be charged in a minimum of one (1) hour increments to the extent required by law.

**ARTICLE 11**  
**PERSONAL AND BEREAVEMENT LEAVE**

1. Each full-time employee shall be granted five (5) days off per year with pay for necessary personal business that cannot be transacted other than during working hours. Employees requesting personal leave must state the reason for such request, which must be made at least two business days in advance of leave, except in the case of emergencies. Such leave will be pro-rated for part-time employees.
2. Each full-time employee shall be entitled to absent with full salary not to exceed five (5) days for the death of spouse, child, parents, step parent, step child, brother, sister or any relative who resides in the employee's household and three days for the death of a grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or grandchild. Such leave will be pro-rated for part-time employees. Additional days may be applied for under exceptional circumstances.
3. Nothing herein shall be construed so as to prohibit an employee from requesting additional personal and professional days from the Superintendent. These days shall be granted with or without pay at the discretion of the Superintendent.
4. Days taken under this Article shall be charged in a minimum of half-day increments. Any day taken in excess of half-day will be charged in a full day increment.

**ARTICLE 12**  
**WORK SCHEDULE**

1. Each employee shall be provided with a daily paid working lunch period of thirty (30) minutes during the regular work week. Lunch hours shall be staggered among the three (3) secretaries to avoid having one secretary be the one assigned to the buzzer all the time.

The normal work day shall be eight (8) hours duration, which shall include a one-half hour paid working lunch. Scheduling for hours is the sole responsibility of the employer. Normal work hours will not begin before 7:00 a.m. or end after 5:00 p.m.

2. The normal work week shall be five (5) days long - Monday through Friday.
3. Nothing herein is a guarantee of work or pay.



4. Ten-month employees shall only work on days when school is in session. However, ten-month employees may be required to work five business days before the first teacher day of the school year and five business days after the last teacher day at the end of the school year.

**ARTICLE 13**  
**HOLIDAYS**

1. Full-time employees shall be paid for the following holidays:

Columbus Day	Good Friday
Veterans Day	Labor Day
Thanksgiving Day and the day after	Fourth of July
Full day before Christmas	Memorial Day
Christmas Day	
Martin Luther King Day	
New Year's Day	
President's Day	

Full-time ten (10) month employees shall not be paid for the Fourth of July unless the employee works the week of the holiday.

Board agrees that preapproved bereavement, vacation and/or personal leave days use prior or after a holiday will not disqualify the employee from paid holiday eligibility. However, use of sick time the work day before or after the holiday will disqualify the employee from paid holiday eligibility unless the employee provides a doctor's note, if requested, substantiating the validity of the sick time use.

2. The above holidays shall be celebrated on the date declared by the federal or state government, or in lieu thereof by the Board of Education, and only when school is not in session. Should a paid holiday fall on a Saturday, it shall be observed on the Friday prior; should the paid holiday fall on a Sunday, it shall be observed on the Monday following unless the noted Friday or Monday are days that school is in session. Should school be in session on the noted Friday or Monday, the holiday shall be treated as a Floating Holiday and scheduled in the same manner as a vacation day.
3. To be entitled to holiday pay, the employee must work the last scheduled work day before and the first scheduled work day following the holiday except as otherwise provided in Section 1, above.

**ARTICLE 14**  
**EMERGENCY SCHOOL CLOSURE AND LATE OPENING**

In the event of inclement weather, all employees covered by this Agreement may be dismissed at a time determined by the Superintendent, with no loss of pay. Weather conditions will be considered and evaluated by the Superintendent or his/her designee, and requests to leave earlier than the end of the work day will not be unreasonably denied. If the Governor or his/her designee issues a travel ban, employees will not be expected to report to work and may use accrued personal or vacation time to avoid a loss of pay.

If school is open and the employee cannot get to work due to the weather, the employee may use personal or vacation time.

If there is a delayed opening, there will be no loss of pay if the employee arrives by the time of the delayed opening. If the employee is unable to do so, they will be paid starting at the time of arrival, without discipline.

All employees are expected to use best efforts to come to work, notwithstanding the weather.

**ARTICLE 15**  
**VACATIONS**

1. Full-time twelve (12) month employees shall be eligible for vacation with pay under the schedule below.

Years of Seniority	
12 Month Employees	
0-5 months completed	0 days
6 months-11 mos. Completed	5 days
1 year-4 years completed	10 days
5 years-11 years completed	15 days
12 years and over	20 days

Additional vacation will be granted in the year in which employee's anniversary takes place. Vacation is granted as of July 1 of each fiscal year. Consequently, employees with an anniversary in the current fiscal year will be entitled to their increased entitlement as of July 1 of such year.

The exception to the above is for an employee hired after January 1 of the prior fiscal year. A full-time twelve (12) month employee will be entitled to five (5) days vacation after completing six (6) months of work and will be entitled to an additional five (5) days after completing one (1) year of work.

2. Vacation schedules must be approved by the Superintendent or his designee. Vacation will be granted only when it does not impair the operation of the school. Vacation time is not cumulative; that is, it cannot be carried over into the next fiscal year; provided, however, that with the advance written approval of the Superintendent, a maximum of five (5) vacation days total may be carried over into the next fiscal year. Vacation time may be taken in either half day or full day increments.

## **ARTICLE 16** **INSURANCE**

The following insurance benefits shall be provided for employees hired to commence work before July 1, 1997 who work twenty (20) hours or more per week and for employees hired to commence work on or after July 1, 1997 who work thirty (30) hours or more per week:

1. Effective July 1, 2019, a High Deductible Health Plan with a Health Savings Account shall be the sole plan offered by the Board. The Plan shall have the following design features:

Deductible: \$2,500 individual/\$5,000 family

Coinsurance: 100% after the deductible for in-network; 70/30 for out of network.

OOP Max (out of network) of \$5,000/\$10,000

Prescriptions: Treated as any other medical expense up to the deductible. 100% after the deductible.

\$0 office visit after the deductible

\$0 wellness, deductible waived

\$0 hospital after the deductible

\$0 outpatient after the deductible

\$0 walk-in, UC and ER after the deductible

The benefits are further described in the attached summary document, which is attached for informational purposes only.

2. A Group Life and AD & D insurance policy having a face value in the amount of \$30,000.

Copies of these plans and contracts will be furnished to employees.

3. Employees hired on or prior to June 30, 2007, who receive pension benefits pursuant to Article XVI, are eligible to continue their medical insurance benefits in the medical plan provided by the Board to active employees, until age 65 at the employees' own expense. Employees hired on or after July 1, 2007, who receive pension benefits pursuant to Article XVI and have been employed for at least

fifteen (15) continuous years are eligible to continue their medical insurance benefits through the medical plan provided by the Board to active employees until age 65 at the employee's own expense.

4. Premium cost sharing will be on the following basis:

Effective July 1, 2019: 15.5% plus 50% of the difference between dependent and individual coverage.

Effective July 1, 2020: 16.5% plus 50% of the difference between dependent and individual coverage.

Effective July 1, 2021: 17.5% plus 50% of the difference between dependent and individual coverage

For employees hired to commence work on or after July 1, 1997, and who regularly work at least twenty (20) but less than thirty (30) hours per week, the Board shall pay that portion of the premium for all insurance benefits listed above equal to the Board's share of the premium for a thirty (30) hour per week employee multiplied by a fraction in which the numerator is the number of hours the employee regularly works per week and the denominator is the number 30. The employee shall pay the difference.

5. To be eligible to receive the medical and health insurance benefits set forth above, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his or her share of the premium set forth above. Each employee will be informed of the premium in writing prior to the first or revised deduction. An employee may forego or withdraw from full coverage rather than pay his or her share of the premium.
6. The Board of Education shall have the right to change insurance carriers, and/or change or modify plans, and/or to self-insure in whole or in part in order to provide insurance coverages as set forth above, provided that the plan(s) which result(s) from change in carriers and/or self-insurance are substantially equivalent to the plan(s) described above in terms of coverage, benefits and administration when viewed as a whole. Details of all insurance plans under this Agreement are filed with the Superintendent of Schools after receipt from the insurance provider and may be examined during regular office hours. The terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement shall not be construed to alter these terms or grant additional benefits not provided in them.
7. Employees eligible to receive medical insurance under this Article who elect to waive coverage for a full work year shall receive an annual payment of \$1,526.88 for waiving family coverage, \$1,288.44 for waiving employee plus

one coverage and \$892.08 for waiving single coverage, in lieu of the insurance benefit, provided he or she is employed at the time payment is due. Payment installments shall be made in the middle and at the end of each work year. Qualifying employees who begin employment during the work year shall receive a pro-rata share of the annual payment. All waiver payments are contingent on completion of a payment waiver form and proof of alternate insurance coverage. Such forms and proof of alternate insurance coverage shall be completed and submitted to the administration no later than thirty (30) days following an employee's election to waive health insurance. If an employee fails to comply with this procedure, the employee shall forfeit his or her right to the waiver payment.

**8. HSA Funding:**

The Board shall fund 75% of the deductible into the HSA for the 2019-2020 as soon as is reasonable after the execution of this collective bargaining agreement. After July 1, 2020, the Board shall fund 50% of the deductible. It shall fund ½ of its contribution obligation on or about July 1 and it shall fund the remaining ½ of its contribution obligation on or about January 2 of each year.

The Parties acknowledge that the Board's contribution towards the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members.

The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals who separate from employment with the Board. Only active employees shall be eligible to receive HSA funding.

The Board shall prorate by month its contribution into the HSA for individuals hired after July 1, 2019. For example, if an employee is hired in October, he or she shall receive 9/12 or 75% of the Board's HSA funding obligation.

Employees who are precluded from receiving a contribution into the HSA shall receive his/her share of the Board's deductible funding obligation in the form as income. This shall be paid on or about July 1 and on or about January 1 of each year.

**9. EXCISE TAX**

If the total cost of a group health plan or plans offered under this contract triggers an excise tax under IRC Section 49801 or any other local, state or federal statute, law or regulation, the Board reserves the right to offer a group health plan with a total combined cost that falls below the excise tax thresholds. Eligible members will be given the option to enroll in the lower cost coverage option(s). If the member chooses to enroll themselves or their eligible family members in a

coverage option(s) that triggers an excise tax, 100% of any such excise tax will be borne solely by the member.

10. Any employee may enroll in the Flex Dental Program at the same premium cost share as for medical insurance benefits.

#### **ARTICLE 17** **PENSION**

The Board shall provide a retirement plan in the form of a Tax Sheltered Annuity for all employees covered under this Agreement

Employer contributions will begin one year after each employee's employment date.

Employees must work five (5) years in the school district before they are entitled to any proceeds from this plan.

Employees may make voluntary contributions to this plan.

Employer contributions will be 2% of the employee's annual salary.

#### **ARTICLE 18** **LAYOFFS**

1. In the event layoffs become necessary, the following factors shall be considered in determining the employees to be affected:
  - Qualifications by training, certification and experience
  - Unique experience, abilities, skill or knowledge valuable to the school system
  - Total experience
  - Seniority

Provided the remaining employees are qualified to perform the remaining work.

2. Laid off employees shall have recall rights within their professional capabilities for a period of two (2) years from the date of layoff. Upon recall, the employee must respond within five (5) days in writing to the Superintendent or his designee.
3. Affected employees will receive a two (2) week notice of layoff, and the employer will give the affected employee an opportunity to meet prior to the actual occurrence of layoff.

4. Seniority shall be determined by reference to the length of the most recent continuous period of uninterrupted employment with the Board in positions incorporated within the bargaining unit. Seniority shall be broken by the following: discharge, retirement, or resignation. Seniority will accrue on a pro-rata basis when an employee works on a part-time basis.

**ARTICLE 19**  
**LONGEVITY**

Each employee shall receive a longevity payment during the first payroll week in December, as follows:

5 years of service	\$200
6 -10 years of service	\$250
11 – 15 years of service	\$300
16 years and over	\$350

**ARTICLE 20**  
**GRIEVANCE PROCEDURE**

**Purpose**

1. The purpose of this procedure is to secure at the lowest possible administration level, equitable solutions to problems which may arise due to the interpretation and/or application of this contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate.

2. **Definition**

For the purpose of this Article:

- a. A “grievance” shall be defined as an alleged misinterpretation or misapplication of a specific provision or provisions of this Agreement.
- b. The term “days” shall mean days when the office of the Superintendent of School is officially open.

3. **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended upon mutual agreement in writing between the Board and the Union.

1. STEP 1 - Informal Procedure

An employee with a grievance shall first discuss it with her/her immediate supervisor or principal. This may be done directly or through a Union representative, with the objective of resolving the matter informally.

If the employee does not file a grievance in writing under STEP 2 of this Article within twelve (12) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived, if not informally resolved by the parties.

2. STEP 2 – Superintendent of Schools

In the event that such aggrieved member is not satisfied with the disposition of her/her grievance at STEP 1, she/he may give the grievance in writing directly to the Superintendent of Schools within twelve (12) days after he/she knew, or should have known of the act or conditions on which the grievance is based. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an attempt to resolve the grievance. The aggrieved person shall have the right to be accompanied by a representative of the Union. The Superintendent's response to the grievance must be presented to the Union in writing within the same ten (10) days.

3. STEP 3 – Board of Education

In the event that the aggrieved is not satisfied with the disposition of her/his grievance at STEP 2, or in the event no decision has been rendered within the stipulated seven (7) days, she/he may file a written grievance within seven (7) days with the Chairman of the Board of Education by registered mail. Within thirty (30) days after receiving the written grievance, the Board or committee of the Board shall meet with the aggrieved for the purpose of resolving the grievance. The aggrieved shall have the right to be accompanied by a representative of the Union. The decision of the Board shall be rendered in writing within fifteen (15) days from the date of the meeting.



4. **STEP 4 – Impartial Arbitration**

In the event that the Union is not satisfied with the disposition of the grievance at STEP 3, within twenty (20) days after the Board of Education at Step 3 is rendered, the Union may submit the grievance in writing to the Connecticut Board of Mediation and Arbitration with a copy to the Superintendent of Schools. The agency shall hear and act on such dispute in accordance with its rules and regulations. The arbitrator(s) shall be bound by the specific terms of this Agreement, and he or she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbitrator(s) shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitration award pertaining to such grievance as permitted by law. Nothing herein shall prevent the parties from agreeing on a case by case basis to use a certified mediator prior to arbitration.

5. Expenses for the arbitrators' services and the proceedings shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own legal representatives and witnesses.

**ARTICLE 21**  
**STRIKE, LOCKOUT, DISCRIMINATION**

1. The Union and the bargaining unit employees expressly agree that during the life of the contract there will be no strikes, slowdowns, work stoppages, or mass resignations or other similar forms of interference with the operation of the Board.
2. The Board agrees that it will not lockout the employees covered by this contract during its term.
3. There will be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason cited by Connecticut General Statute §46a-60, either by the Board or the Union.

**ARTICLE 22**  
**SAVINGS CLAUSE**

No past practice survives the inception of this Collective Bargaining Agreement; provided this shall not prevent the creation of new past practices going forward. If any provision of this contract is declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions shall remain in full force and effect.

Should a provision be declared invalid or unenforceable the parties agree to negotiate a modification reflecting the parties' intent, at the latest, the next time a successor contract is being negotiated.

**ARTICLE 23**  
**UNION SECURITY AND DUES DEDUCTION**

1. The employer agrees to deduct from the pay of all its employees such membership dues for employees who voluntarily join the Union as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.
2. The deduction of any month shall be made during the regular payroll week of said month and shall be remitted to UPSEU together with a list of names of employees from whose wages such deductions have been made for voluntary union membership not later than the last day of said month.
3. The employer will provide each employee with an electronic or hard copy of this Agreement within thirty (30) days after the date of signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the UPSEU Office, by the employer within thirty (30) days after the signing of this Agreement.
4. The Union shall hold the employer harmless and indemnify the employer against all claims, demands, costs or judgments of any sort, including attorneys' fees, arising out of or as a result of this Article.

**ARTICLE 24**  
**JURY DUTY**

Any employee required to report for jury duty shall receive any pay required by the law.

The Board shall pay the employee the difference for a period of one calendar month, between the employee's regular pay rate and the daily jury fee received by the employee.

**ARTICLE 25**  
**WORKER'S COMPENSATION**

In cases where an employee regularly working thirty or more hours per week is absent from work because of an employment related injury or illness as covered by the Worker's Compensation Act, he/she shall receive from the Board an amount which represents the difference between full salary and compensation benefits for a period not to exceed sixty (60) work days. This differential shall not be chargeable to any sick leave which the employee has accrued. After the expiration of this sixty (60) day period, an employee

may use available sick leave to make up the difference between his/her regular salary and the worker's compensation benefit received.

**ARTICLE 26**  
**OVERTIME**

1. All hours worked by an employee in excess of eight (8) hours per day shall require prior approval by the administration. Hours worked in excess of forty hours per week shall be paid at the rate of time and one-half (1-1/2) times their regular rate.
2. Time and one-half (1-1/2) the regular hourly rate shall be paid for all work performed on Saturday.
3. Double time (2) shall be paid for all hours worked on Sunday.
4. Double time (2) shall be paid for all hours worked on holidays.
5. The employee must work reasonable overtime assigned provided, however, that if an employee who is assigned overtime is unable or unwilling to work it, the next senior employee will be offered the overtime. If that employee is unable or unwilling to work it, the least senior employee shall be required to work the overtime.
6. When requiring the least senior employee to work overtime, during the summer, a ten (10) month employee will not be required to work the overtime if it does not occur during his/her normal work year.
7. There shall be no pyramiding of overtime payments.

**ARTICLE 27**  
**SEVERANCE PAY**

Upon termination or resignation, as long as two weeks advance notice of resignation is provided to the Board, the employee shall be entitled to the following:

- a. All earned and unused vacation time (non-accumulative except for what may have been carried over per Article 15, Section 2).

Unpaid leave of absences for sick or other reasons shall not be included in calculating the vacation and personal day payout.

Payout of all earned and unused vacation time as set forth herein for termination applies only to a termination for other than cause and only to earned and unused vacation time for the year in which the employee terminates or resigns. There shall be no payout of

unused accumulated vacation and personal time from prior years, unless the carryover was of the amount approved by the Superintendent in writing.

**ARTICLE 28**  
**SUMMER WORK**

Bargaining unit members will be given preference when bargaining unit work is available during the summer recess that cannot be performed by members regularly scheduled to work during the recess. Such work will be offered to members based on the same norms set forth in Article V – Vacancies. A bargaining unit member offered summer work may accept or reject the offer of the work at his or her discretion. If no qualified bargaining unit member accepts the offer to perform such work, then the board may offer the work to others.

**ARTICLE 29**  
**DURATION**

The provisions of this Agreement shall be effective from July 1, 2019 to June 30, 2022 inclusive. Negotiations for a successor Agreement shall be governed by applicable law (the Municipal Employee Relations Act).

**ARTICLE 30**  
**AMENDMENT**

This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part thereof.

**ARTICLE 31**  
**FAMILY MEDICAL**

Employer acknowledges its rights and obligations under the Federal Family Medical Leave Act.

**ARTICLE 32**  
**PERSONNEL FILES**

1. After original employment, each secretary shall be provided a copy of the material placed in his/her personnel file. Each secretary has the right to examine the material in his/her personnel file, and to be provided with additional photocopies of any such material at cost. Such examination(s) will take place in the presence of an agent of the Board and, at the discretion of the secretary, in the presence of a representative of the Union. A notation of such examination(s) shall be placed in the file, signed by those present.

2. A secretary, at his/her discretion, may attach written comments or notations to any material in this personnel file.

3. If the secretary is asked to sign any material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.


**ARTICLE 33 - SIGNATURES**


In Witness whereof, the parties have caused their names to be signed on this FEBRUARY day of \_\_\_\_\_, 2020.

For The Union


For The Board

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President, UPSEU

  
\_\_\_\_\_  
Dennis LaBelle  
Chairperson, Regional School Board  
District No. 11

  
\_\_\_\_\_  
Tammie Jacobson  
Unit President  
UPSEU, Local 424 – Unit 32

  
\_\_\_\_\_  
Matthew Flegert  
UPSEU, Local 424 – Unit 32

  
\_\_\_\_\_  
Jeremy Powell  
Labor Relations Representative, UPSEU

**APPENDIX A  
WAGE SCHEDULE**

Level 1 is a twelve (12) month employee. Level 2 is a ten (10) month employee.

Effective and retroactive to July 1, 2019:	\$17.54 per hour.
Effective July 1, 2020:	\$17.98 per hour.
Effective July 1, 2021:	\$18.43 per hour.

Wages are retroactive to July 1, 2019 for employees on the payroll at the time of execution of the successor collective bargaining agreement.

- Hours performed for substitute-finding work shall be paid at the given secretarial hourly rate and the person performing these duties shall prepare contemporaneous and accurate time records of time spent performing such duties. If such individual works more than 40 hours in any week due to having performed both secretarial and substitute-finding duties, he or she shall be paid at the rate of time and one-half of the secretarial hourly rate. Notwithstanding, the employee performing this function shall be paid his or her salary for regular hours (40 hours or less per week) worked in a pay period, plus the greater of (1) the overtime earned for hours actually worked; or (2) \$236, prorated downward by \$23.60 per day for days not worked during each payroll period, including vacation, sick and personal days.

The parties agree that the foregoing does not establish a step schedule.

## APPENDIX B



### FlexPOS-CNT-HSA-2500I/5000F-14-Combined Open Access Contract Year Benefit Summary (A)

The individual deductible and out-of-pocket maximum applies if you have coverage only for yourself and not for any dependents. The family deductible and out-of-pocket maximum applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayments or coinsurance will not apply to services until the total deductible is met for the family, without regard to how much any one family member has met.

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your certificate of coverage on connecticare.com for a complete list of benefits.

**Personalized for: Parish Hill - Non Certified (406)**

<b>In-Network Preventive Services</b>		
<p>These services are no cost to you when you use an In-network doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.</p> <p>Getting care within ConnectiCare's network typically costs you less. You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor directory on connecticare.com"</p>		
<ul style="list-style-type: none"> <li>• Physical</li> <li>• Well woman visit and pap test</li> <li>• More than 25 screenings, including mammograms and colonoscopies</li> <li>• Flu shot</li> <li>• Vaccinations</li> <li>• Certain birth control and other prevention medications</li> </ul>		
	In-network member pays	Out-of-network member pays
<b>Your deductible</b> Deductible is combined for medical services and prescription drugs Deductible is combined for in and out-of-network	\$2,500 Individual \$5,000 Family	\$2,500 Individual \$5,000 Family
<b>Your out-of-pocket maximum</b> Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services	\$2,500 Individual \$5,000 Family	\$5,000 Individual 10,000 Family
<b>Out-of-network reimbursement</b>	Not applicable	Plan will reimburse the coinsurance percentage of the maximum allowable amount
<p>After you have spent the out-of-pocket maximum amount in deductibles, copayments and coinsurance, ConnectiCare will pay 100% of your covered health care expenses for the remainder of the year</p>		
	In-network member pays	Out-of-network member pays
<b>Screenings</b>		
<b>Baseline routine mammography</b>	No charge	30% coinsurance after plan deductible
<b>Routine mammography</b>	No charge	30% coinsurance after plan deductible

CICI Flex HSA and Comb Mun/BS (01/2019) Effective Date: 7/2019  
 RSD11 FlexPOS-C284063  
 FlexPOS-CNT-HSA-2500I/5000F-14-Combined 98232861

<b>Screenings</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Breast ultrasound</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Annual routine vision exam</b>	No charge	30% coinsurance after plan deductible
<b>Allergy testing Unlimited</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Hearing Screenings one exam per year</b>	No charge	30% coinsurance after plan deductible
<b>Ongoing Care and Sick Visits</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Primary care services</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Specialist services</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Gynecologist services</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Maternity and prenatal care visits</b> May not apply to all laboratory and radiology services - refer to your plan documents	No charge	30% coinsurance after plan deductible
<b>Allergy injections</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Telemedicine visit</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Retail clinic</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Nutritional Counseling</b> Limit 3 visits per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Infertility</b> Infertility benefits outlined in the Certificate of Coverage are unlimited, with no age or cycles restrictions	0% coinsurance (Office visit) after plan deductible  0% coinsurance (Ambulatory Services Outpatient) after plan deductible  0% coinsurance (Inpatient Hospital) after plan deductible	30% coinsurance after plan deductible
<b>Lab and Radiology</b> Performed in a hospital, lab or radiology facility	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Laboratory services</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Non-advanced radiology</b> X-ray, diagnostic	0% coinsurance after plan deductible	30% coinsurance after plan deductible



<b>Lab and Radiology</b> Performed in a hospital, lab or radiology facility	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Advanced radiology</b> Hospital facility MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Advanced radiology</b> Stand-alone facility MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Sudden and Unexpected Care</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Urgent care or other walk-in clinic</b>	0% coinsurance after plan deductible	Same as In-network benefit
<b>Emergency room</b>	0% coinsurance after plan deductible	Same as In-network benefit
<b>Ambulance</b>	0% coinsurance after plan deductible	Same as In-network benefit
<b>Inpatient Hospital Services</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Inpatient hospital services, including room and board</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Skilled nursing facilities</b> up to 120 days per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Inpatient rehabilitation</b> up to 100 days per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Private duty nursing</b> up to \$15,000 per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Outpatient Hospital Services and Home Care</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Hospital outpatient facilities</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Ambulatory surgical center</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Home health services</b> Nursing and therapeutic services limited to 200 visits Home health aide services are applicable to the 200 visit limit	0% coinsurance after plan deductible	20% coinsurance after plan deductible

<b>Outpatient Rehabilitative Services</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Rehabilitative services</b> up to 72 visits per year (includes services combined for physical, speech and occupational therapy and chiropractic services)	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Mental Health and Substance Abuse</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Inpatient mental health services</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Inpatient alcohol and substance abuse treatment</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Outpatient mental health, alcohol and substance abuse treatment office visits and home services</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Outpatient mental health, alcohol and substance abuse treatment intensive outpatient treatment and partial hospitalization</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Supplies</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Durable medical equipment including prosthetics and disposable medical supplies</b> Includes wigs prescribed by an oncologist for a member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Artificial Limbs</b> includes associated supplies and equipment	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Diabetic equipment and supplies</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Modified food products and specialized formula pharmacy tier</b>	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Important Information</b>		
<ul style="list-style-type: none"> <li>• This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Contract year.</li> <li>• If you have questions regarding your plan, visit our website at <a href="http://www.connecticare.com">www.connecticare.com</a> or call us at (860) 674-5757 or 1-800-251-7722</li> <li>• Out-of-Network reimbursement is based on the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.</li> <li>• If you are a Massachusetts resident, please refer to your <i>amendatory rider for Massachusetts mandated benefits</i> for additional details of your benefits</li> <li>• If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2019.</li> </ul>		

# ConnectiCare

## FlexPOS Combined Deductible Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your Prescription Drug Rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

**Personalized for: Parish Hill - Non Certified (406)**

Covered prescription drugs through retail Participating Pharmacies or our mail order service. Generics are dispensed unless the Member pays the Generic Cost-Share plus the difference in price between the Generic Equivalent and the Brand Name Drug.		
Your Plan includes the following: Mandatory Drug Substitution, Generic Substitution Program, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Your deductible</b> (Deductible is combined for medical services and prescription drugs)  (Deductible is combined for In and out-of-network)	\$2,500 Individual \$5,000 Family	\$2,500 Individual \$5,000 Family
<b>Your out-of-pocket maximum</b> (Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services)	\$2,500 Individual \$5,000 Family	\$5,000 Individual \$10,000 Family
<b>Retail Pharmacy</b> (up to a 30 day supply per prescription)	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Generic drugs</b> (Tier 1)	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Preferred brand drugs</b> (Tier 2)	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Non-preferred brand drugs</b> (Tier 3)	0% coinsurance after plan deductible	30% coinsurance after plan deductible
<b>Mail Order Pharmacy</b> (up to a 90 day supply per prescription)	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Generic drugs</b> (Tier 1)	0% coinsurance after plan deductible	Not covered
<b>Preferred brand drugs</b> (Tier 2)	0% coinsurance after plan deductible	Not covered
<b>Non-preferred brand drugs</b> (Tier 3)	0% coinsurance after plan deductible	Not covered

**Additional Information**

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Most Specialty drugs are dispensed through specialty pharmacies by mail, up to 30 day supply. Specialty pharmacies have the same member cost share as all other participating pharmacies and are not part of ConnectiCare's voluntary mail order program. The member cost share for specialty pharmacy is different from the cost share for ConnectiCare's mail order program.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.



**REGIONAL SCHOOL DISTRICT #11 PLAN 2**  
**\$1,000 Maximum, Without Orthodontic Coverage**

**DENTAL PLAN BENEFITS SUMMARY**

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-Of-Network Level Of Benefits)*	Care Category	Procedure Code	Description By Illustration, Not By Limitation
100%	100%	Diagnostic	00100-00199 00331-00999	Oral examination, diagnostic casts
100%	100%	X-Rays	00200-00330	Complete mouth x-rays, periapical x-rays, bitewing x-rays, panoramic x-rays.
100%	100%	Preventive	01000-01999	Prophylaxis, fluoride applications, space maintainers.
80%	80%	Restorative**	02000-02399	The treatment of tooth decay by the use of amalgam and/or composite restorations.
50%	50%	Restorative-Crowns**	02300-02999	The use of gold, semiprecious, or non-precious metals to restore a tooth or teeth which cannot be restored with amalgam or composite restorations.
80%	80%	Endodontics**	03000-03999	The treatment of the diseases of the nerve of the tooth.
50%	50%	Periodontics**	04000-04999	The treatment of the supporting tissues of the teeth, gums and underlying bone, with either surgical or non surgical procedures (where applicable).
50%	50%	Prosthetics - Removable**	05000-05399 05600-05899	The replacement of missing teeth by the use of a removable appliance.
80%	80%	Prosthetics - Adjustment**	05400-05799	The repair or modification of existing removable and/or fixed appliances so that they can continue to be serviceable.
50%	50%	Prosthetics - Fixed**	06000-06999	The use of gold, semiprecious, or precious metal to replace a missing tooth or teeth, which cannot otherwise be replaced with a removable appliance
80%	80%	Extractions**	07000-07719 07250-07999	The extraction, either simple or surgical, of either a single tooth or multiple teeth, the shaping of bone ridges, the removal of tooth end abscess, etc.
50%	50%	Bony Impactions**	07220-07249	The surgical removal of teeth partially or fully covered by bone.
0%	0%	Orthodontics**	08000-08999	The straightening of teeth for dental health reasons.
80%	80%	General Services**	09000-099999	All other adjunctive general services as coded in the American Dental Association (ADA) Current Dental Terminology, which are not included in the specific categories list, that are covered services.

**DEDUCTIBLES AND MAXIMUMS**

Participating Provider (In-Network Level Of Benefits)	Non-Participating Provider (Out-Of-Network Level Of Benefits)	
\$1,000.00	\$1,000.00	Annual Maximum Per Individual
\$50.00	\$50.00	Annual Deductible Per Individual
\$150.00	\$150.00	Annual Deductible per Family
\$0.00	\$0.00	Orthodontic Lifetime Maximum Per Individual

Benefit year effective date: January 1, 2019

As used herein, "Annual" means the benefit year in which dental care services are performed.

\* For those subscribers and their families electing to be served by a non-participating provider; submitted claims will be processed at any time during the benefit year and reimbursements will be made at the level of coverage listed under "Non-Participating Provider (Out-Of-Network Level of Benefits)" and in amounts up to the schedule of allowances paid to a participating provider. Payments will be limited to the individual annual maximum listed above or that portion of the individual annual maximum, which may be remaining if care had previously been provided during the benefit year by a participating provider, subject to the plan's deductibles and standard exclusions and limitations.

\*\* Care Category(ies) of coverage the deductible applies to.

REGIONAL SCHOOL DISTRICT #11 PLAN 2  
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