

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF THE TOWN OF COLCHESTER**

AND

**LOCAL 1303-77 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
(CUSTODIANS)**

July 1, 2022 - June 30, 2023

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This Agreement is entered into by and between the Town of Colchester Board of Education, hereinafter referred to as the "Employer" and Local 1303 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all eligible employees. Eligible employees shall be defined to mean those employees employed for twenty (20) hours a week or more, doing custodial and repair and maintenance work.

ARTICLE II UNION SECURITY

- 2.0 Upon receipt of a signed voluntary Union dues deduction form from a bargaining unit employee the employer shall deduct from the employee's pay on the first and second payroll of each month, in substantially equal installments, such dues as the Union shall determine. The Union agrees to hold the employer harmless from damages arising from the making of authorized deductions.
- 2.1 The voluntary Union dues amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time upon at least thirty (30) days notification by said officer to the Employer. Union dues may only be adjusted one time per year._
- 2.2 Such payroll deductions, as provided herein, shall be remitted to the Council #4 office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.
- 2.3 The employees agree, individually and collectively, that there shall be no strikes at any time during the terms of this Agreement and/or during any extensions or renewals of this Agreement.

The Employer agrees that there will be no lockout of any of its employees during the life of the Agreement and/or during any extensions or renewals of this Agreement.
- 2.4 At least one bulletin board shall be reserved at an available place in each building, to the extent possible, for the use of the Union notices or announcements.
- 2.5 The Employer shall provide one electronic copy of the contract to each employee upon signing of the Agreement. Employees may access this electronic copy using a school computer. New Employees shall be supplied a copy of the contract at the time they are employed. The Council #4 office shall be supplied with five (5) signed contracts at the time of signing or as soon thereafter as is possible, but no longer than thirty (30) days.

ARTICLE III
SENIORITY

3.0 Seniority for the purposes of this Agreement is defined as an employee's continuous length of service from his/her last date of hire with the Board of Education in the bargaining unit.

3.1 Upon the written request of the Union, the Employer shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract, said grievance to be in writing. Upon completion of their probationary period, new employees shall be added to this list, and credited with service to the date of most recent hire. Employees would not be eligible until the date they were employed to continuously work on the basis of twenty (20) hours or more per week, as a bargaining unit employee. Summer, work study students and temporary help are excluded from the provisions of this Agreement.

Temporary help is defined as employees hired on a temporary basis to fill in during periods of extended illness or other authorized leave of regular employees and to provide assistance on a temporary basis.

3.2 New employees shall serve a probationary period of ninety (90) working days (not including days missed because of illness or other leave), and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement, except the right to grieve discharge through the grievance procedure. This probationary period maybe extended for an additional thirty (30) days after consultation with the Union and written notification to the employee and Union stating the reasons. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.

3.3 a. All vacancies and new positions shall be posted for a period of seven (7) days on bulletin boards to be provided for such purposes, prior to the Employer filling such vacancies or new positions. If the senior employee successfully bids for the vacancy or new position, the seven (7) days will be waived. Employees wishing to be considered for assignment to such vacancies or new positions shall personally submit their request electronically to the Director of Educational Operations or his/her designee. An employee having difficulty with completion of on-line application materials shall be provided with a brief tutorial on request. Employees requesting consideration and who are not selected for such assignment in accordance with the provisions of this Agreement may appeal the action through the grievance procedure. Assignment of employees between any schools may be made by the Employer when it is deemed in the best interest of the system.

- b. Upon written request, a copy of the job posting and a list of the persons bidding for the job shall be sent to the Union President at the end of the posting period.
- 3.4 All vacancies shall be filled within thirty (30) working days of the date of any employee vacating a position or of the establishment of a new position, provided qualified applicants are available.
 - a. When a vacancy exists or a new position is created, the employee with the highest seniority who applies for the position shall be given the first opportunity to fill the position-provided he/she has the qualifications to perform the work. This provision shall not apply to promotional opportunities, which shall be filled by the Superintendent on the basis of the best qualified person for the position.
 - b. The person appointed to the vacancy or new position and the Union President shall be notified in writing of the appointment. All such appointments shall be made not later than thirty (30) days after the posting period.
- 3.5 When a current bargaining unit employee is retained successfully in a vacancy or new position for a period of sixty (60) work days, then he/she shall be considered qualified and allocated to said position, if the position continues to exist; otherwise, he/she shall return to his/her former position, or a position with an equal salary and comparable duties. The above 60-day period shall be a probationary period for the employee in the new position; an evaluation of the employee shall take place within seven (7) work days prior to the end of the 60-day period. If the Employer determines that the employee has not successfully completed the probationary period in the new position, then he/she shall return to his/her former position or a position with an equal salary and comparable duties.
- 3.6 Layoffs shall take effect as follows:
 - a. Part-time employees
 - b. Probationary employees
 - c. The employee with the least seniority within classification first, provided that an employee so identified for layoff may bump the least senior employee in the next lower classification, if the employee has more seniority than that employee to be bumped.
 - d. The superintendent of schools shall give written notice to the Union President and to all employees to be affected by any proposed layoff at least fourteen (14) working days before the effective date thereof.
- 3.7 For a period of up to twenty-four (24) months, laid-off full-time employees with the most seniority shall be rehired within the classification from which they were laid off or in which they have previously served and no new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) days written notification to the last known address shall be sufficient notification. If no reply is received within fifteen (15) days after the mailing of

notification as aforesaid, then all of the provisions of this section shall have been deemed complied with, and the laid off employee forfeits all further re-employment rights. Returning employees, under the provisions of this section, must return to work within thirty (30) calendar days from the date of the mailing of the notification.

- a. The provisions of Section 3.7 shall not apply to emergencies, the use of temporary help, or temporary replacements pending the return of any employee who has been recalled from a layoff.
- 3.8 No students shall be used to replace laid-off custodians. The employment under federal and/or state supplementary employment programs may be utilized but not to replace any custodians who have been laid off.

ARTICLE IV HOURS OF WORK - OVERTIME AND HOLIDAY PAY

4.0 The basic work day shall be eight (8) hours a day, five days a week, Monday through Friday exclusive of lunch time. Employees shall take one-half (1/2) hour for duty-free lunch at a time designated by the shift supervisor subject to the needs of the system as determined by the building principal provided they remain on the premises.

- 4.1 For the purposes of Article 4 and this agreement, time "worked" shall be inclusive of vacation time, personal leave time, sick time, funeral time and any other authorized time that an employee is paid for but is not actually present in the work place.
- 4.2 The Board may exercise its right to establish shifts by changing shifts for one or more unit members at a school.

When the Board exercises its right to make shift changes for school vacation periods, it shall comply with the following procedures:

- a. The Board shall provide notice to the affected bargaining unit members, and the Union, not less than ten (10) calendar days in advance of the shift change;
 - b. The new shift will not start more than three (3) hours before nor end more than three (3) hours after the regularly scheduled shift;
 - c. Employees affected by a shift change shall not lose benefits under the collective bargaining agreement;
- 4.3 Time and one-half shall be paid for all hours worked in excess of forty (40) hours in one week and
- a. All work performed on Saturday as such.
 - b. All work performed on holidays plus regular holiday pay.

4.4 Double time shall be paid for:

- a. All work performed on Sunday as such.

- 4.5
 - a. Bargaining unit employees shall be given preference on all overtime assignments.
 - b. All overtime work shall be divided as equally as possible among employees within schools with weekend work given on a rotating basis.
 - c. If an employee is scheduled overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked.
 - d. Overtime hours of all employees in the bargaining unit shall be posted on a suitable bulletin board, every three (3) months.
 - e. All activities including activities for groups other than Board of Education shall be subject to the terms of this Agreement.

4.6 Additional Work/Closures

- a. Call in Pay:

An employee called into work at a time not contiguous to his/her regularly scheduled working hours, shall be paid a minimum of three (3) hours. The employee shall be paid at his/her regular hourly rate if the employee has worked less than forty (40) hours in the applicable pay cycle and at the applicable premium rate if the employee has worked forty (40) hours in the applicable pay cycle.

- b. Additional Work Contiguous to an Employee's Shift:

An employee continuing to work after his/her scheduled shift shall be paid at his/her regular hourly rate if the employee has worked less than forty (40) hours in the applicable pay cycle. An employee reporting to work at a time prior to his/her scheduled shift will be paid his/her regular hourly rate (if the employee has worked less than forty (40) hours in the applicable pay cycle) as long as notice is provided as set forth in this paragraph; (1) for day custodians, it is scheduled prior to 8:00 p.m. of the previous day, and (2) for evening custodians, it is scheduled prior to 9:00 a.m. on the day in question. If the conditions for notice for an early report have not been met, then the call-in pay provisions set forth in Section 4.6 a. above shall apply.

- c. Individual School(s) Closure:

In the event that a school is or schools are closed for students for an emergency related event, day shift employees shall report to work per their regularly scheduled shift and evening shift employees shall report to work at a

predetermined earlier shift. Earlier predetermined shifts for each work location shall be determined at the beginning of each fiscal year by mutual agreement between the Director of Educational Operations and the Union. Employees who do not report to work due to pre-approved vacation time or personal leave time shall be charged to vacation and/or personal time accordingly. Employees calling in absent due to illness shall be required to submit medical documentation substantiating the absence. An employee reporting to work shall be paid at his/her regular hourly rate (if the employee has worked less than forty (40) hours in the applicable pay cycle)._

d. District Closure:

In emergency situations necessitating the closure of the district as a whole, the Superintendent may direct specified employees to report to work. An employee reporting to work pursuant to such a directive shall be awarded compensatory time for time worked as provided herein. An employee directed to report to work before his/her scheduled shift shall receive overtime in accordance with paragraph b. above. For hours worked during the employee's scheduled shift after the district closure has been called the employee shall receive their base pay plus compensatory time. Such compensatory time shall be awarded at time and one-half provided the employee works forty (40) hours in the applicable pay cycle. Employees who are required to work their entire shift shall receive their base pay plus twelve hours of compensatory time regardless of when the district closure is called. An employee directed to work after his/her regularly scheduled shift shall receive overtime in accordance with paragraph b. above. An employee shall be permitted to use compensatory time within a reasonable period after making the request, if such use does not "unduly disrupt" the operations of the district. Prior to the end of the fiscal year, an employee shall be paid for unused compensatory time. The Director of Educational Operations reserves the right to mandate an employee to take accumulated compensatory time prior to the end of any given fiscal year.

- 4.7 The Board may utilize up to ten (10) part-time (under twenty (20) hours per week) custodians on a regular basis for bargaining unit work as long as the Board maintains a staff of at least thirty (30) bargaining unit employees.
- 4.8 The Board shall establish a master overtime list including all members of the bargaining unit. When overtime assignments are not covered appropriately by personnel at the individual school the master list shall be utilized to make overtime assignments, provided that the Board may deviate from the list if there are special qualifications necessary to cover the assignment.

If overtime assignments cannot be filled by utilizing the master voluntary overtime list, the assignment will be sent back to the original school location to be filled. If the assignment cannot be filled on a voluntary basis, the Board shall assign the overtime assignment from a rotating involuntary overtime list at the building level, starting with the member with the least amount of seniority.

If an employee is scheduled overtime from this master list and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he had worked. In determining 'appropriate' coverage of overtime assignments, the Board may limit any individual overtime assignments if, in the Board's opinion, said assignments may affect the employee's ability to perform his/her regular assignment.

ARTICLE V HOLIDAYS

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| 5.0 | New Year's Day
Martin Luther King Day
Presidents' Day
Columbus Day
Good Friday
Memorial Day
Independence Day | Labor Day
Veterans' Day
Lincoln's Birthday
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day |
|-----|--|---|

If the Board schedules school for students on a holiday listed above, and as a result, school is in session, then employees shall be required to work. In such event, in lieu of the scheduled holiday, each employee shall receive a floating holiday (but not before the holiday occurs within the school calendar). Such floating holidays shall be scheduled individually by mutual agreement between the employee and the supervisor, and must be taken by June 30th.

In lieu of Lincoln's Birthday, employees shall receive a floating holiday to be scheduled individually by mutual agreement between the employee and the supervisor at any time between Lincoln's Birthday and June 30. Employees shall give at least two (2) days prior written notice of a request to take this floating holiday. During the first year of employment, to be eligible to take Lincoln's Birthday as a floating holiday, an employee must be employed by the Board prior to Lincoln's Birthday. The Board reserves the right to limit the number of employees absent under this provision on any specific day.

- a. Either the last work day before Christmas or the first work day after Christmas depending on whether or not school is in session.
 - b. Any day declared a holiday by state or federal decree or statute and school is not thereby in session.
- 5.1
- a. Holidays falling on Saturday shall be celebrated the preceding day and when school is not thereby in session.
 - b. Holiday falling on Sunday shall be celebrated on Monday and when school is not thereby in session.
- 5.2
- Whenever any of these holidays shall occur while an employee who has obtained a formal leave of absence for illness under Article VII is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

- 5.3 When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.-
- 5.4 An employee shall not be paid for a holiday if he/she fails to report for work on the regularly scheduled work day prior to, or following the holiday. This section shall not apply if an employee is on a pre-approved authorized leave, or produces medical documentation substantiating the need for absence from work due to illness on the day before or day after the scheduled holiday.

ARTICLE VI VACATIONS

- 6.0 Employees shall be given vacation at their base rate on the following basis:
- a. An employee who has completed one year of service shall be entitled to a vacation of ten (10) working days annually, five (5) days of which may be taken after but not before six (6) months of service.
 - b. An employee who has completed five (5) years of service shall be entitled to a vacation of three (3) weeks annually.
 - c. An employee who has completed twelve (12) years of service shall be entitled to a vacation of four (4) weeks annually.
 - d. The employee's anniversary date will be used to determine the amount of vacation time due.
- 6.1 a. The vacation period will be set by mutual agreement no later than April 1 between the Superintendent or his/her designee and the employees, except that seniority shall govern preference. The Board reserves the right to limit the number of employees on vacation at any one time, including the right to prohibit vacation during certain busy periods. Employees may schedule vacation time during the school year, subject to the above limitations.
- 6.2
- a. Prorated accumulated annual vacation pay shall be granted to an employee in the event he/she terminates employment, provided fourteen (14) days notice has been given in writing to the Employer.
 - b. In the event of the death of an employee, his/her prorata accumulated vacation pay shall be paid to the beneficiary designated by such employee in writing on a form provided for this purpose that shall be retained in his/her folder.
 - c. 6.2.a above shall not apply in the event of termination for just cause.

- 6.3 Vacations shall not be cumulative from year to year. Exceptions may be made upon written request to the Superintendent of Schools.

ARTICLE VII LEAVES

- 7.0 Employees shall be entitled to sick leave, at current base pay accruing at the rate of one and one-half days per month, to a maximum of eighteen (18) days during a fiscal year. Such sick leave that is not used shall be accumulated to a maximum of one hundred and forty (140) days. All current employees who have accumulated in excess of 140 days as of June 30, 1993, are entitled to utilize said accumulation, but shall accumulate no more sick days beyond the 140 day limitation.

Employees who have served the minimum of fifteen (15) years of consecutive service in the system, upon retirement, shall receive payment for twenty-five percent (25%) of all accumulated unused sick leave days accrued as of June 30, 2000 based on salary at the time of severance. Employees must give one year notification of intent to retire, or the payment may be deferred to the next budget year. For purposes of this sick leave severance allowance, all employees may accumulate up to 170 days, provided that this benefit is limited to employees employed on June 30, 2000, and days to be paid out shall not accrue further after June 30, 2000.

- 7.1 Sick leave may be used in the following cases:

- a. Personal illness or physical incapacity due to illness or disability.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. Medical appointments that cannot reasonably be scheduled outside assigned work hours.

- 7.2 For any absence a doctor's certificate shall be submitted to the Director of Educational Operations upon the employee's return to work, at the request of the Director of Educational Operations, if he/she reasonably believes that there may be abuse of the provisions of Article VII.

- 7.3 Injury Leave

Injury leave, as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by a compensable accident or injury that occurred while the employee was engaged in the performance of his/her duties. Any employee absent due to an injury incurred in the performance of his or her duties shall be paid his/her regular weekly wage until such time as he/she receives workers' compensation checks, at which time he/she shall then receive only the difference between the amount of the compensation check and the compensation he/she received from the employer on the date of the compensable injury or illness. The employee shall reimburse the employer for any

sums paid up to that date by virtue of the workers' compensation checks. Such differential and full weekly payment shall be made for a period not to exceed three (3) months from the date of the accident.

7.4 Military Leave

Military leave shall be granted to regular employees in accordance with the requirements of law, when such employees are required to serve a period on active reserve or National Guard duty. During any period of field training for the reserve corps, the employee shall be paid the difference, if any, between his/her regular and military salary, as may be required by law. Copies of orders to active duty or field training shall be provided as soon as possible to the Superintendent or his/her designee. After the completion of any such military service, such employees shall be re-employed in accordance with the requirements of state and federal law.

7.5 A leave of absence for required military service without pay shall be granted upon written request to any employee who enters a branch of the armed services of the United States for four (4) years or less.

Required military service shall mean induction into the Armed Services or voluntary enlistment in lieu of imminent induction.

- a. No employee shall lose any seniority standing because of the required military service including service in the National Guard or Organized Reserves.
- b. The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns from military service.
- c. On return from military service, the employee shall be reinstated to his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence for military service provided he/she reports for duty within the period of time prescribed by law from his/her discharge.
- d. Upon return of an employee from military service, the full time employee with the least seniority will be subject to layoff.

Section 7.5 shall be applied to the extent that the provision does not conflict with state or federal law.

7.6 In addition to the sick leave, each employee shall be entitled to absence with full salary not to exceed four (4) days for the death of spouse, child or parents of the employee. For the death of any other member of the immediate family, this absence shall not exceed three (3) days. Members of the immediate family include: parents of current spouse, grandparents, grandchildren, brothers, sisters, and any relation who resides in the employee's household.

7.7 a. In the first year of employment, members of the bargaining unit will earn one-third personal day per month, subject to a maximum of four (4) personal days

without loss of pay per year. This accrual provision shall not apply to bereavement leave. Members of the bargaining unit employed for one year or more will be allowed a maximum of four (4) personal days without loss of pay per year. It is understood that all four (4) days are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed outside the work day. The reasons for which personal days are granted are:

1. A death of a close friend or a relative other than those individuals listed in section 7.6;
 2. An emergency which arises over which the employee has no control;
 3. Legal business;
 4. Wedding or attendance at graduation within the employee's immediate family; immediate family defined as the employee, son, daughter, mother, father, sister, brother, grandparent, or grandchild;
 5. Religious holidays.
 6. Up to one (1) day for which no specific reason is required to be given.
- b. When an employee notifies the shift supervisor and the building administration of his or her intent to use a personal day, on the form designated for this purpose he/she will indicate for which of the six (6) reasons, in paragraph a. above, the day is to be taken subject to the formal approval of the Director of Educational Operations provided that for leave under paragraph 2 above (emergency situations), the employee shall describe the specific circumstances that cause the absence to be a matter of pressing personal need that cannot otherwise legitimately be performed outside the work day.
- c. Except in cases of emergency, notice shall be given to the immediate supervisor at least forty-eight (48) hours in advance.
- d. All personal days shall not exceed four (4) days per year.

7.8 Jury Duty

Each employee of the maintenance/custodial staff shall be, if called, allowed to serve on jury duty without the loss of pay provided:

- a. The employee allows the Superintendent of Schools to deduct any and all monies paid to him/her for serving on a jury, reporting for jury duty or awaiting selection for jury duty from his/her regular pay.
- b. The jury duty plus travel time to and from the court in which the jury is polled infringes on more than half of the employee's regularly scheduled work shift.

- c. Should an employee report to work on his/her regular assigned shift within two (2) hours after its normal starting time (lateness caused by jury duty, travel directly connected with jury duty and ample time to change clothes) the employee will not be required to deposit the monies received for serving on a jury with the Superintendent of Schools and shall receive full compensation for the day's work.
 - d. Should an employee choose not to report to his/her regularly assigned shift (within the limits described in c. above) then (1) the employee shall not receive regular compensation, and (2) the employee shall not be required to deposit with the Superintendent of Schools the monies received for serving on a jury.
 - e. Copies of jury duty notification shall be provided as soon as possible to the Superintendent of Schools or his/her designee.
- 7.9. In exceptional circumstances, the Superintendent may grant additional leave with or without pay, subject to notification to the Union. Action by the Superintendent under this paragraph shall not be subject to the grievance procedure.

ARTICLE VIII GRIEVANCE PROCEDURE

- 8.0 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the employees, or the Union, concerning the application, claim of breach or violation of this Agreement.
- 8.1 Any such grievance shall be settled in accordance with the following grievance procedure:
- a. Step 1.

The aggrieved employee and/or his/her Steward or Representative shall within fifteen (15) working days of the occurrence take up the grievance matter with the Director of Educational Operations in an effort to get the grievance resolved immediately.
 - b. Step 2.

If the grievance is not settled in the first step, the grievance will be reduced to writing within fifteen (15) working days of the time the grievant knew or reasonably should have known of the event or condition giving rise to the grievance or the grievance shall be deemed to be waived. It shall be submitted to the Superintendent of Schools. The Superintendent will adjust the grievance at once or give an answer to the Union in writing within fifteen (15) working days of receipt of the grievance.
 - c. Step 3.

If the Union is not satisfied with the disposition of the grievance by the Superintendent of Schools, it may submit said grievance within fifteen (15) working days of receipt of the Superintendent's decision to the Board of Education for review in accordance with its rules and procedures. The Board, or a subcommittee thereof, will hold a meeting to review the grievance within thirty (30) days of its receipt of the grievance, and will give an answer to the Union in writing within fifteen (15) working days of the Board meeting to consider same.

d. Step 4.

If the Union is not satisfied with the disposition of the grievance by the Board of Education, it may submit said grievance within fifteen (15) working days of receipt of the Board's decision to the State Board of Mediation and Arbitration for the arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties. The costs of arbitration shall be borne equally by both parties.

- 8.2 Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.
- 8.3 The Employer shall allow the aggrieved employee(s) and a local Union officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 8.1 Steps a. through d.
- 8.4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IX
DISCIPLINARY ACTION

- 9.0 No employee shall be discharged or otherwise disciplined without just cause.
- 9.1 Disciplinary actions shall normally follow this order:
 - a. Documented Verbal warning
 - b. Written warning
 - c. Suspension
 - d. Discharge

Certain infractions may require immediate suspension or discharge.

- 9.2 All disciplinary actions above may be subject to the grievance procedure.

- 9.3 All other disciplinary actions, verbal, written warnings, or any other type of action deemed to be minor by the employer shall not be considered as evidence of progressive discipline two (2) years after the said minor violation has occurred, provided that there is no further disciplinary action during that period.

ARTICLE X WAGES

- 10.0 Wage scales and classifications shall be negotiated and made part of this Agreement as Appendix A.

- 10.1 Employees assigned by their supervisor to work in a higher classification for more than three (3) days continuously shall be paid at their step for the higher classification on the salary schedule, with such higher compensation to be retroactive to the first day. When the supervisor is absent, such assignment shall be made by the Director of Educational Operations or his/her designee. In the event that such employee has replaced another employee on sick leave, vacation, leave of absence or other temporary leave, the employee shall return to the compensation he/she received immediately prior to replacing the absent employee. The following provisions shall be applied to administer this paragraph:

- a. Any part of a work day shall meet the fourth day requirement and the employee shall be paid the entire day at the rate of the higher classification in addition to the three previous days.
- b. If an employee assigned to work in a higher classification for less than three (3) months, he/she shall not be paid at the higher classification for any days he/she is absent from an assigned work day for any reason. After the completion of three (3) months of continuous service in the higher classification, the employee shall be paid at the higher classification rates for days that the employee is absent from an assigned work day for any reason._
- c. If an employee is working in a higher classification the work day prior to a paid holiday he/she shall be paid at the higher classification for the holiday.
- d. If while working in a higher classification an employee works overtime for job related duties or is called into work for job related duties he/she shall be paid overtime at the higher classification.
- e. If an employee is working in a higher classification and is assigned overtime to provide custodial coverage for a non-school related event; e.g. Parks & Recreation, school rental, etc. he/she shall not be paid at the higher classification.

- 10.2 Employees hired on or before June 30, 2013 shall receive longevity pay on their anniversary date in a lump sum payment in accordance with the following schedule:

Completion of 15 years of continuous service: \$750

Completion of 20 years of continuous service: \$1,500

ARTICLE XI
SAFETY AND HEALTH

- 11.0 Any employee should report an unsafe condition to the Director of Educational Operations or his/her designee without delay.

ARTICLE XII
INSURANCE AND PENSION

- 12.0 The Board shall provide to all unit members, subject to the conditions herein stated, the following individual and dependent insurance coverage, as determined by the unit member, with the features of the insurance plans outlined, hereinbelow:

1. For employees who are enrolled in the Preferred Provider Plan ("PPO Plan" during the 2015-2016 contract year, and remain continuously enrolled in the PPO plan, the Board will offer the PPO Plan as outlined in summary form in Appendix B. Effective July 1, 2022, the employee shall pay twenty-three and one-half percent (23.5%).

The PPO Plan is only available to those employees enrolled in the PPO plan during the 2015-2016 contract year and remain continuously enrolled in the PPO Plan. Any employee hired on or after July 1, 2016, or who enrolls in the Board's insurance after July 1, 2016, or who switches to the HDHP after July 1, 2016 is not eligible for enrollment in the PPO Plan.

2. The High Deductible Health Care Plan (HDHP) as outlined in summary form Appendix B. Effective July 1, 2022, the employee shall pay nineteen percent (19%) of the premium costs for the HDHP Plan by payroll deduction.
3. The Board shall provide prescription drug coverage for employees through the applicable formulary, with employee retail co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of \$20/\$50/\$80 (generic/preferred brand/non-preferred brand) for a 90 day supply. Prescription coverage shall be subject to the applicable HDHP deductible in the first instance.
4. The insurance programs cited, hereinabove, are available to all unit members working thirty (30) or more hours per week. Bargaining unit employees who worked a schedule of between twenty (20) and thirty (30) hours per week prior to July 1, 2013, and have continued to receive health insurance benefits shall be eligible to continue to receive health insurance benefits in accordance with this Article.
5. Thirty thousand dollars (\$30,000.00) Term Life Insurance, plus an equal amount of coverage for accidental death and dismemberment, for each employee, and the Board shall pay the full premium for this insurance.

6. The following Vision Care Rider, with family coverage is provided to the employee with the same premium share as noted in Section 12.0(1), hereinabove. Coverage is provided according to policy schedule:
 - a. Visual examination, including refractions.
 - b. Lens, including coverage for:
 - (1) Single lenses
 - (2) Bi-Focal lenses
 - (3) Tri-Focal lenses
 - (4) Contact lense(s)
 - (5) Frames
7. The Board shall provide each member of the bargaining unit with family coverage, the following dental coverage with the same premium share as noted in Section 12.0(1), hereinabove:
 - a. The Blue Cross/Blue Shield FLEX Plan for Dental Care which shall not have any deductible (first dollar coverage) for diagnostic/preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
 - b. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.
 - c. Payments are to be based on reasonable and customary charges.
 - d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty percent (80%) of reasonable and customary charges.
 - e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty percent (60%) of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 20; the six hundred dollars (\$600.00) is a lifetime maximum.
 - f. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students. The conditions set forth in this subsection shall not replace any conditions set forth under applicable state or federal law.
 - g. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in the attached Appendix C.

- 12.1 Retired employee shall be allowed the option of purchasing any of the coverages offered to active employees, excluding life insurance, at the group rate under the group policies of the Board of Education. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies.
- 12.2 The Board may substitute insurance carriers or administrators as it sees fit so long as the new carrier or administrator provides reasonably comparable coverage and administration. The Board may also adjust plan designs, so long as the Board continues to offer both a PPO type plan to eligible employees and an HDHP type plan; and provided the substitute PPO and HDHP plans provides reasonably comparable coverage. The Board shall provide written notice of the change in carrier, plan and/or administrator to the Union. Following receipt of such written notice, the Union shall have thirty (30) calendar days to dispute the Board's determination that a change in carrier, plan or administrator does not provide reasonably comparable coverage. Disputes as to comparability are to be resolved forthwith by expedited final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.
- 12.3 The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457/individual I.R.A. plan, as set out below. The key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.

Employees shall be permitted to participate in the Retirement Plan after one year of employment. The Board shall contribute 3% of base (not including overtime or longevity) pay for all eligible employees up to the beginning of the fiscal year following the completion of the fourth year of employment. Thereafter, the Board will contribute 4% of base (not including overtime or longevity) pay. Employees may contribute into the Retirement Plan in accordance with limits established under federal law. The employee can withdraw the Board portion contributed to his/her Individual Retirement Account, as well as his/her own contribution, at any time, but if it is before retirement or under the age of 59 ½ years, in accordance with law, such withdrawal will be included as part of his/her income, and it will be subject to substantial penalties, such as a 6 month loss on interest, and at least a 10% payment to the IRS. If the account is closed completely, the employee shall be excluded as a participant in the future. Yield interest shall fluctuate up or down, pending on the current rate of interest. The Board contribution shall be made to the employee's Section 457/individual I.R.A. Account through payroll deduction in accordance with law.

Upon request of a unit member, the Board shall deduct from the member's salary any amount designated for a pension or retirement plan. The Board shall forward such monies to the designated pension or retirement plan. It is understood that such deduction be in equal amounts for each pay period and extend over at least three months before the member may make a change.

- 12.4 Should the health insurance plan change for a majority of Board employees, notwithstanding the provisions of Article 16.0, the Board shall have the right to reopen

this Article for the purpose of negotiating in accordance with statute over making such changes in the health insurance plan as set forth above.

12.5 Any employee who elects to waive medical insurance benefits will receive a cash settlement as follows:

1. Individual - five hundred thirty-five dollars (\$535.00);
2. One/One - one thousand one hundred thirty dollars (\$1,130.00); and
3. Family - one thousand five hundred dollars (\$1,500.00).
4. This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time. In such a case, the cash settlement will be prorated on a monthly basis. Even though this option is elected by an employee, an employee shall still enjoy the benefits found in Section A, paragraph 4 of this Article. Subject to the rules and regulations of the Internal Revenue Service and the Section 125 Plan, where a change in an employee's status prompts the employee to resume Board provided insurance coverage, the prior written waiver may, following written request to the Board, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carrier administering the Board's insurance plan.
5. The Board reserves the right to publicize and/ or enhance the waiver option at any time.
6. Employees hired on or after July 1, 2019 shall not be eligible for the insurance waiver described in this paragraph. If an eligible employee hired prior to July 1, 2019 opts out of the insurance after July 1, 2019, the employee shall no longer be eligible for the insurance waiver thereafter.
7. The waiver payment is not available to any employee who is receiving health insurance through the Town of Colchester or the Colchester Board of Education for the year in which insurance has been waived.

12.5 The Board shall provide a long term disability plan for each twelve (12) month employee beginning after a ninety (90) day disability period. This benefit shall provide an income to the disabled employee of 60% base salary up to a maximum benefit of \$4,000 per month payable to age sixty-five (65). This benefit shall be available to employees working thirty (30) or more hours per week. Notwithstanding the foregoing, bargaining unit employees who worked a schedule of between twenty (20) and thirty (30) hours per week prior to July 1, 2013 shall be eligible to continue to receive LTD benefits in accordance with this Article.

12.6 An employee may contribute any part of his or her wage to a deferred compensation plan (IRC 403b) which the Board shall make available and administer on behalf of the employees. The administration and contributions to the plans shall be in accordance with IRS rules and regulations. Each employee may make a contribution of his/her choice or make no contribution. The Board will provide forms in September of each year to each employee to make his/her selections regarding contributions from the choices offered by

the Board. The Board will conduct information meetings regarding this deferred compensation plan.

ARTICLE XIII
MISCELLANEOUS

- 13.0 In the event of major disagreements during the term of this Agreement, the Union and the Employer agree to meet to discuss the issues involved.

ARTICLE XIV
MANAGEMENT RIGHTS

- 14.0 It is recognized that the Board has and will continue to retain responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester, to give the children of Colchester as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign and transfer employees; to suspend or dismiss the employees of the Board in the manner provided by statute; to prepare and submit budgets to the Town of Colchester and, in its sole discretion, expend monies appropriated by the Town for the maintenance of schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this contract.

ARTICLE XV
SAVING CLAUSE

- 15.0 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.
- 15.1 This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this Agreement.

- 15.2 Any item not covered in this Agreement may be governed by existing policies, rules, regulations of the Board, or by the modification of existing policies, rules, regulations or the adoption of new policies, rules, or regulations.

ARTICLE XVI
DURATION

- 16.0 This Agreement shall become effective upon July 1, 2022 and shall remain in effect until June 30, 2023, and from year to year thereafter unless either party notifies the other no later than 150 days from the expiration date above that it wishes to modify or change this agreement in any manner.
- 16.1 Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.
- 16.2 This Agreement shall remain in full force and effect during such negotiations.

IN WITNESS WHEREOF, the undersigned parties have set their hands this ____ day of _____, 2022.

BOARD OF EDUCATION OF THE TOWN
OF COLCHESTER

Date

9/2/22

By



Alexander Oliphant, Chairperson

LOCAL 1303, COUNCIL #4, AFSCME,
AFL-CIO

Date

9-1-22

By



President

APPENDIX A

Effective July 1, 2022			
<u>Step</u>	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>
1	17.72	20.37	
2	18.09	21.27	24.34
3	18.66	22.27	25.51
4	19.23	23.18	26.68
5	19.79	24.08	27.85
6	21.03	24.97	29.02
7	22.26	25.77	30.19

1. Effective July 1, 2022, there shall be step movement for eligible employees.
2. After consultation with the Union, the Board may hire above Step one based on comparable experience.

APPENDIX B
INSURANCE PROGRAMS
(Article XII)

Blue Cross/Blue Shield Century Preferred Provider Plan:

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

The PPO Plan is only available to those employees enrolled in the PPO plan during the 2015-2016 contract year and remain continuously enrolled in the PPO Plan. Any employee hired on or after July 1, 2016, or who enrolls in the Board's insurance after July 1, 2016, or who switches to the HDHP after July 1, 2016 is not eligible for enrollment in the PPO Plan.

SCHEDULE OF BENEFITS
CENTURY PREFERRED

This schedule generally describes the benefits available for Covered Services. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet, available at the Superintendent's Office. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in the Summary Booklet.

Benefit	In Network	Out of Network
Deductible & Co-Insurance	N/A	Deductible: \$1,500/\$3,000/\$4,500 Co-Insurance: 80% Out of pocket max: \$6,000/12,000/18,000
Inpatient Hospital Services	\$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	\$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	\$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	\$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	\$175 co-pay	\$175 co-pay
Walk in Care (Walk in Center or Physician's Office)	\$30 co-pay	Covered at 80% Deductible & Coins.

Ambulance Unlimited per trip for Land \$4,000 per trip for Air	No co-pay	Paid as In-Network Service
Physician Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	\$40 co-pay	Covered at 80% Deductible & Coins.
Preventive Care Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	\$0 co-pay	All Out of Network is Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	\$40 co-pay to max. 50 combined visits per medical condition per Cal Yr for In-network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services <i>prior authorization required</i>	\$100 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	\$40 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	\$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.

Outpatient Mental Health & Substance Abuse	\$40 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits
Nursing & Therapeutic Services	200 visits (80 visits of which can be a Home Health Aide)	Covered at 50% above deductible to stop loss; up to 200 visits per year
Skilled Nursing Facility (Up to 120 days per Calendar Year)	\$300 per admission	Covered at 80% Deductible & Coins.
Maternity Care Prenatal and Postnatal	\$40 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment Hearing Aid Coverage available for dependent children age 12 yrs and under with a max of \$1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	\$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital & 25% Physician of (MAA) Max. Allowable Amount	\$250 Hospital & 25% Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan.

This plan will be effective as soon as practicable after execution of the agreement between the parties)

The HDHP Plan is the only plan available to employees hired on or after July 1, 2016.

BENEFIT

COST SHARES

In-Network services and Out-of-Network services and
Out-of-Network services subject to deductible and coinsurance.

No Referrals Required

Deductible: \$2,000 Individual, \$4,000 Two or More

In Network Coinsurance 100%

Lifetime Maximum In-Network - Unlimited

Out-of-Network Benefits

Coinsurance 80% / 20%-

Out-of-pocket Maximum \$4,000 Individual; \$6,850 (in
network) \$8,000 (Out of network) Two or More

Lifetime Maximum Out-of-Network - Unlimited

Only In-Network Benefits Illustrated Below

PREVENTIVE CARE

Pediatric

Annual

Covered 100% - Not Subject to Deductible

Adult

Covered 100% - Not subject to Deductible

Vision Exam

Covered 100% - Not Subject to Deductible

Hearing

Covered 100% - Not Subject to Deductible

Routine Gynecological

Covered 100% - Not Subject to Deductible

MEDICAL SERVICES

Medical Office Visit

-
100% after deductible

Outpatient - PT/OT

100% after deductible

Chiropractic

50 visits per calendar year
Add'l coverage after 50 visits subject to OON
deductible/coinsurance

Allergy Services

100% after deductible

Diagnostic Lab & X-ray

100% after deductible

Surgery Fees

100% after deductible

Office Surgery 100% after deductible

Outpatient MH/SA 100% after deductible

**EMERGENCY
SERVICES**

Emergency Room 100% after deductible

Urgent Care Facility 100% after deductible

Ambulance 100% after deductible

INPATIENT HOSPITAL

General/Medical & Surgical 100% after deductible

Ancillary Services
(Medication, Supplies) 100% after deductible

Psychiatric 100% after deductible

Substance Abuse/Detox Covered 100%

Rehabilitative 100% after deductible
Covered up to 100 days per calendar year.
Add'l coverage after 100 days subject to OON
deductible/coinsurance

Skilled Nursing Facility 100% after deductible
120 days per calendar year

Hospice 100% after deductible

**OUTPATIENT
HOSPITAL**

Outpatient Surgery 100% after deductible
Facility Charges

Diagnostic Lab & X-ray 100% after deductible

Pre-Admission Testing 100% after deductible

OTHER SERVICES

Durable Medical Equipment 100% after deductible

Prosthetics 100% after deductible

Home Health Care 100% after deductible
200 visits per calendar year.

Infertility Services 100% after deductible

Prescription Drugs After deductible is met: 2 x retail for mail order / \$10 generic,
\$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

The Board will contribute fifty percent (50%) of the applicable deductible amount. The Board will make its contribution to an employee's HSA in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after July 1st
- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX C
DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<p style="text-align: center;"><u>Diagnostic and Preventive Services</u></p> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<p style="text-align: center;"><u>Basic Services</u></p> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<p style="text-align: center;"><u>Major Services</u></p> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum

