WORKING AGREEMENT

between

SEYMOUR BOARD OF EDUCATION

and

LOCAL 1303-25 OF COUNCIL #4
AFSCME, AFL-CIO

SCHOOL CUSTODIAL EMPLOYEES

SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2021
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INTRODUCTORY CLAUSE

This Agreement is entered into by and between the Seymour Board of Education (hereinafter the Board) and the Custodial School Employees, Local 1303-25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter the Union) in order to increase general efficiency in the school system and to maintain the existing harmonious relationship between the Board and its employees.

ARTICLE I
RECOGNITION

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive representative of all Custodial School Employees for the purpose of hours, wages and working conditions, excluding seasonal employees, part-time employees working less than twenty (20) hours per week, and any other employees excluded by M.E.R.A. All current employees and all employees successfully completing their probationary period shall, as a condition of employment, become members of the Union or pay a service fee as determined by the Union.

Section 1.1

Union dues and/or fees shall be deducted from the paycheck of each employee monthly for a sum designated by the Union in accordance with this Agreement and upon signed authorization by the employee. Such dues and/or fees shall be delivered to Local 1303 with the list of all employees' deductions and the name and address of the new employees within the bargaining unit.

Section 1.2

Part-time custodial employees, defined as regularly working twenty (20) hours or less per week, are directly responsible to the Head Custodian and supervised by the Director of Facilities and will not be included in the Working Agreement or required to join Local 1303-25 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO. The Board agrees that part-time custodial employees will be scheduled for work, except under emergency conditions, only when the head custodian is on duty.

Section 1.3

All bargaining unit employees are directly responsible to the Head Custodian, who will direct all activities under the direction of the Building Principal and be supervised by the Director of Facilities.
ARTICLE II
SENIORITY & WORKING CONDITIONS

Section 2.0

The Board shall establish a seniority list. This list shall be brought up to date at the beginning of each contract year and a copy, along with the salary schedule, will be sent to the Local Union President.

Section 2.1

There shall be a probationary period of sixty (60) working days before the position is permanently filled. During a new employee’s probationary period, no layoff, suspension, discipline or discharge shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance and arbitration procedure as provided in Article VIII. The probationary period set forth above shall be counted as part of the employee’s seniority after the employee completes the probationary period.

Section 2.2

Prior to seeking outside applicants, all vacancies are to be posted in each school for five (5) working days. Such vacancies shall be filled in accordance with Article II, Section 2.3, provided that the internal applicants are deemed qualified by the Superintendent or his/her designee. In the event that either there are no internal applicants or the internal applicants are not awarded the position, the Board may seek outside applicants.

If in the event an existing vacancy is not to be filled, the Union will be notified within fifteen (15) days. Notices will be forwarded to the Head Custodians for posting in each school.

Section 2.3

Current employees may apply for vacant positions and the Superintendent, or his/her designee, will fill the position based upon the qualifications of the applicants. In cases where qualifications are deemed equal by the Superintendent or his/her designee, seniority will prevail. Employees transferring or promoted to new positions shall be subject to a thirty (30) working day trial period in the new position. In the event an employee is not retained in the position after the trial period, the employee shall be reassigned to his/her former position. The appointment of any employee succeeding the promoted employee will be contingent upon the successful completion of the trial period.

Section 2.4

Employees shall be offered by the Director of Facilities or his/her designee the opportunity to transfer for temporary assignments based upon seniority. Temporary assignments are defined as vacancies lasting longer than one (1) working day and less than thirty (30) working days and are vacant due to scheduled vacations, funeral leave, workers compensation, extended illnesses or leaves of absence.
All involuntary transfers will be made in the inverse order of seniority, i.e., the person with the least seniority.

If an employee fills in a vacancy and qualifies within the provisions as set forth in this Agreement, he shall receive an adjusted salary of this position, which is automatically in the similar step of the higher classification.

**Section 2.5**

When an employee is given a temporary assignment in a classification higher than his regular classification, he shall be compensated at the rate of pay for the higher classification from the first hour such employee worked in the higher classification.

**Section 2.6**

Outside janitorial services shall not be extended to any school for the duration of this Agreement, excepting in an emergency.

**Section 2.7**

Regular custodial duties are within the classification expectation of each employee, with specific duties and responsibilities as defined by the job description.

**Section 2.8**

Bargaining Unit employees will be protected in the event of a layoff and all part-time and temporary employees will be laid off first. In the event that the Board makes a reduction in the number of Bargaining Unit employees, employees with the least seniority will be laid off first.

Subsequent recalls to open positions shall be made in the reverse order of layoff. An employee shall retain his/her seniority status and right to recall for twelve (12) months following the date of his/her layoff.

**Section 2.9**

The employee shall be required to wear the approved uniform shirt and work shoes during the regular performance of their duties. The approved uniform shirt and work shoes shall be supplied to the employee by the Board at no cost to the employee. The employee shall be provided with the following at the beginning of each contract year:

- Five (5) short sleeve uniform shirts
- Five (5) long sleeve uniform shirts
- Two (2) pair of reinforced toe / non skid sole work shoes. The employee will be provided with the opportunity to select their shoe from an approved listing of shoe styles / colors.
Section 2.10

An employee on his own time shall, by appointment, be able to inspect his/her personnel file and add written comments thereto. No derogatory material shall be placed in the employees personnel file until the employee has been given a copy.

Section 2.11

In the event of the retirement or resignation of a full-time bargaining unit employee, the Board agrees not to hire additional part-time employees in lieu of replacing the full-time bargaining unit employee.

ARTICLE III
HOURS OF WORK

Section 3.1

The normal hours of employment for all full-time employees in the Bargaining Unit shall be eight (8) hours per day (inclusive of a thirty (30) minute lunch period) and forty (40) hours per week, Monday through Friday.

Time and one-half (1 1/2) of the base pay rate shall be paid for all overtime after an eight (8) hour day and on Saturdays. Double time (2) shall be paid for all work required to be done on Sundays or Holidays (as defined in Section 4.1).

During the school year, any day custodian covering overtime on the night shift will receive the night shift rate of pay for hours worked on the night shift.

During all school vacation periods (defined as the summer vacation break, Christmas break, the February break and/or the April break, if recognized during the school year in question) day custodians shall be compensated at the same regular hourly rate as night custodians.

Section 3.2

The Board reserves the right to change weekly schedules during school vacation periods. Hours of work for all bargaining unit members during all school vacation periods will be Monday through Friday, from either 6:00 a.m. to 2:00 p.m. or 7:00 a.m. to 3:00 p.m. The hours for each employee shall be determined by the Director of Facilities, provided, however that at least one (1) bargaining unit employee in each school shall be assigned the 7:00 a.m. to 3:00 p.m. and any employee who normally works the 6:00 a.m. to 2:00 p.m. shift shall remain on such schedule during the school vacation periods. Such hours may be adjusted by mutual agreement of the parties.

During the Summer school vacation period, the regular weekly schedule of a day shift and a night shift shall be in force for three (3) working days following the last day of school and for the one (1) week preceding the first day of school. Any scheduling conflicts that may occur will be handled by the Director of Facilities and the Head Custodian of each individual building.
Section 3.3

Schedule changes are to be made by the Board, or designated individual, after reasonable discussions and agreement with the Union Committee.

Section 3.4

The parties agree to continue the practice in which all overtime shall be distributed by the Head Custodian. All overtime shall be equalized on a monthly basis among the full-time custodians of the individual school. If for any reason the employee(s) in an individual school cannot perform such overtime, it shall be distributed by the Head Custodian, subject to review by the Director of Facilities. The parties also agree to continue the practice that because the Head Custodians are distributing the overtime, there will be no grievances filed regarding overtime or the distribution thereof.

Section 3.5

Overtime shall be distributed according to classification. If an employee is requested to work overtime and does not avail himself of the opportunity to work, he will be credited with the time on the overtime chart as though he had worked. The Head Custodian will use the district wide overtime sheets to record all overtime hours. Each overtime hour will be applied for each hour worked to keep uniformity. The total of these hours shall be the employees standing on overtime. Overtime shall be equalized on a monthly basis and distributed by seniority first, then by hours. In the event that another weekend event is scheduled after the distribution of weekly overtime has been offered and accepted, the newest event is then offered to the next employee who qualifies next for hours.

In the event the Director of Facilities needs to distribute overtime, he will check with all Head Custodians to see which custodian qualifies next for hours. The Director of Facilities will also notify the Head Custodians which custodians refuse the opportunity to work the overtime hours.

On September 1st of each contract year, all overtime will be zeroed out and distributed by seniority first then by hours.

Section 3.6

Any employee called back to work after their regularly scheduled work day or non-scheduled work day shall be paid a guaranteed minimum of three (3) hours Monday through Saturday and four (4) hours on Sundays and holidays at the rate prescribed in section 3.1.

Section 3.7

Rentals, extra activities or repair work by outside organizations requiring the use of school buildings shall be scheduled by the Building Administrator and approved by the Director of Facilities and shall be compensated as follows:

A. Time and one-half (1½) of base rate for weekdays and Saturdays with a minimum of three (3) hours per activity.
B. Double (2) time of base rate for Sundays and Holidays with a minimum of four (4) hours per activity.

Section 3.8

Night activities in all schools shall be covered as an overtime assignment, subject to the compensation outlined in Section 3.7, with the following exceptions:

A. All student activities
B. All Town of Seymour Parks & Recreation/Seymour Board of Education sponsored programs, including Seymour Pop Warner Football / Cheerleaders, Seymour Soccer, Seymour Wildcat Swim Club and Seymour Little League / Softball.
C. School Open Houses
D. Board of Education meetings
E. Scheduled repair & maintenance work performed by Board of Education sponsored third parties. If this work is performed outside of regularly scheduled shift hours, then the activity will be covered as an overtime assignment subject to the compensation outlined in section 3.7.

Section 3.9

All weekend activities held within either the elementary or middle school buildings shall be covered as an overtime assignment, and shall be compensated as outlined in Section 3.7. The parties understand and agree that such weekend activities shall not include teacher, administrator or board of education meetings.

Section 3.10

No employee shall be left alone after 11:00 p.m. This language shall not apply to Sections 3.6 and 3.7. The Director of Facilities, or his/her designee, may decide that additional custodians will be required for callback based upon the circumstances.

Section 3.11

Any extra hours must be approved in advance by the Building Principal or the Director of Facilities, otherwise said extra hours will not be paid

ARTICLE IV
HOLIDAYS AND LEAVE

Section 4.1

All employees shall be given paid holidays which will be as follows:

January 1st
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Thanksgiving
Day after Thanksgiving
Dec. 24th (Full Day)
Dec. 25th Christmas
Dec. 31st (Full Day)
Floater
Employees must work the last scheduled work day before the holiday and the first scheduled work day after the holiday to be eligible for holiday pay, unless the employee is absent due to vacation, personal leave or work-related accident.

Section 4.2

If a scheduled holiday falls on a weekend, either the preceding Friday or the succeeding Monday, as determined by the Board, will be considered a replacement day. If school is in session on such day, compensatory time will be granted.

If more than one of the scheduled holidays set forth in Section 4.1 is not observed, eligible bargaining unit employees shall receive a floating holiday for each such additional day not observed. The use of the floating holiday shall be by mutual agreement between the employee and the Director of Facilities or his/her designee.

Section 4.3

Vacations - Each employee shall receive:

Completed 6 months of service but less than 1 years of service   1 week
Completed 1 years of service but less than 5 years of service   2 weeks
Completed 5 years of service but less than 10 years of service  3 weeks
Completed 10 years of service but less than 20 years of service 4 weeks
Completed 20 years of service                                  5 week

The above shall be considered a guide to determine the number of vacation days due an employee during the current year of employment. The employee's first date of work for the Board shall be used for purposes of calculating vacation days. Employees who retire will receive all vacation pay due on a pro-rata basis on the date of his/her retirement.

Section 4.4

Vacations may be taken any time during the contract year, defined as September 1st to August 31st, pending approval of the Director of Facilities and subject to the following restriction: no vacation may be taken during the two (2) weeks preceding the scheduled start of school and the one (1) week subsequent to the scheduled start of school.

Section 4.5

Tentative vacation schedules shall be submitted by the first of September each year to the Director of Facilities. If there are competing vacation requests that would cause a significant reduction in custodial staffing at any one school, seniority shall be the determining factor for granting the vacation request.

Section 4.6

Sick Leave - New employees shall receive leave of absence with full pay for sickness at the rate of one and one-half (1 - 1/2) days per month for a total of eighteen (18) days for the first year. Thereafter, as of the beginning of each contract year he/she shall be allowed eighteen (18) days and cumulative to a maximum of one hundred seventy (170) working days of absence.
Sick leave is to be used for the purpose of compensating an employee who is unable to attend to the duties of his/her position due to illness or physical incapacity.

It is recognized that abuse and/or excessive use of sick leave benefits places a hardship on the Board and employees alike, and that this is a matter of mutual concern to the Board and Union.

An employee’s record will be reviewed quarterly to determine whether the employee is abusing and/or excessively using sick leave. The Board shall consider the following factors: the number of days taken, the pattern of usage, the employee’s past record, the reasons for sick leave use and extenuating circumstances.

Employees who have been absent due to illness or physical incapacity for a period of five (5) or more consecutive working days shall be required to submit a doctor’s certificate of fitness to return to work before resuming their duties. The Board may require a doctor’s certificate for use of sick leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required; or of any duration when evidence indicates reasonable cause for requiring such a certificate.

Section 4.7

The Board shall provide an up-to-date sick leave list to each bargaining unit member by September 15th of each year. The President of the bargaining unit shall also be provided with the list at such time.

Section 4.8

Personal Leave - Three (3) days with pay will be allowed annually provided reasonable notification has been given by the employee and must be approved by the Superintendent or his/her designee. An "Excused Absence Form" shall be completed prior to taking personal leave. Reasonable notice is twenty-four (24) hours notice, unless an emergency prevents such notice. Personal days are in addition to sick days. Unused personal days cannot be accrued.

Section 4.9

Additional personal days must be requested and require approval by the Superintendent or his/her designee. These additional personal days will be charged to sick leave.

Section 4.10

In the event of a death occurring in the immediate family of any employee, no deduction in salary will be made for absence up to, but not exceeding, five (5) working days. Immediate family shall be defined as spouse, child, parent, in-laws or sibling.

Section 4.11

When a death occurs in the employee's non-immediate family, defined as grandparent, aunt, uncle or any other relation residing in the employee’s household, the employee will
be excused for one (1) normally scheduled work day with pay. The employee, at their discretion, may use available personal leave to extend the period of absence.

Section 4.12

In the event of the death of an employee, his/her dependent survivors shall continue to receive his/her normal weekly wage for four (4) consecutive weeks following his/her last earned pay.

Section 4.13

Any employee hired after September 1, 2007, shall not be eligible for the retirement severance payment provided under this section.

Effective August 31, 1989 new employees shall, upon retirement under the terms of the MERF plan, receive a payment for up to seventy five percent (75%) of his/her accumulated sick days, up to a maximum of one hundred ten (110) days.

In order to allow the Board of Education to budget for the retirement severance payout, employees must notify the Superintendent or his / her designee by January 1st of any year of their intent to retire during the following fiscal year in order to receive the payment in the fiscal year of the retirement. If the January 1st notice is not provided, then the retirement payment will be paid in July of the fiscal year following retirement.

For example, if an employee is planning to retire effective October 1, 2014, they would need to notify the Superintendent by January 1st, 2014 in order to receive their retirement severance payment in October, 2014. If they notified the Superintendent after January 1st, 2014, then they would receive their retirement severance payment in July, 2015.

Section 4.14

Leave of absence without pay may be granted to employees for a period of up to one (1) year for legitimate reasons stated in writing to the Board. Such leave shall be without benefits, except if the leave is for health reasons. Upon expiration of leave the employee shall be reinstated to their former position, providing there is a vacancy, and will pick up all benefits, including seniority, as if no break in service had occurred.

Leave of absence will not be granted for other employment (no seniority credit with this leave of absence).

Section 4.15

Employees shall receive workers' compensation insurance if they are injured on the job. During such time as the employee is unable to perform his/her job because such injury, the employee shall receive the monetary difference between workers' compensation reimbursement to the Board and his/her regular base pay for the period of nine (9) months.

Such absence shall not be charged to sick leave.
Section 4.16

Jury Duty - A custodian who receives a jury duty notification indicating that the custodian's name has been placed on a list of prospective jurors shall notify the Superintendent or their designee of this fact within five (5) work days of receipt of notification. Absences for jury duty will not be charged against the three (3) personal days.

During the period of jury duty, custodians shall continue to receive their full salary. After the fifth day of jury duty, the custodian shall receive full salary less all compensation paid to the custodian for jury service. Custodians called to jury duty are to report to their schools on scheduled work days if their presence in Court is not required. Custodians must provide to the Superintendent or their designee documentation of days served on jury duty.

ARTICLE V
WAGES AND FRINGE BENEFITS

Section 5.1

Employees shall be compensated according to the salary schedule attached in Appendix A.

Employees shall be paid bi-weekly on Friday. A payroll schedule will be provided to each employee by September 1st of each year.

The Board agrees to provide "Electronic Money Transfer (s)" in the following capacities:

a. It will be mandatory for all employees to request, in writing, for the Board to credit to such employee's account all salary and wages in any bank which has agreed with the Board to directly accept such wage deposits.

b. To transmit monies to agents of record each pay period.

Section 5.2

A. The Anthem High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") Plan ("HDHP/HSA") for eligible employees and their dependents.

The Board will provide a HDHP/HSA which shall have a shared annual deductible of $2,000 individual and $4,000 family for in-network and out of network services. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of $3,000 for individual coverage and $6,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be $5,000 for individual coverage and $10,000 for aggregate family coverage. Prescription co-pays of $5 for generic drugs, $25 for listed brand name drugs, and $40 for non-listed brand
name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum. A summary listing of benefits is provided in Appendix B.

A HSA shall be established by the Board for each eligible employee who elects the HDHP/HSA option. The Board shall contribute by direct deposit to the eligible employee’s HSA a portion of the in-network annual deductible based on the following percentages and schedules:

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<tr>
<th>Year</th>
<th>Percentage</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2021</td>
<td>50%</td>
<td>full amount paid in July</td>
</tr>
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</table>

In contract year 2017-18 eligible employees will pay 11.0% of the premium. In contract year 2018-19 eligible employees will pay 12.0% of the premium. In contract year 2019-20 eligible employees will pay 13.0% of the premium. In contract year 2020-21 eligible employees will pay 14.0% of the premium.

The plan year for the HDHP/HSA option shall be July 1st through June 30th.

B. The Board shall provide a Health Reimbursement Account (HRA) on the same terms as the Health Savings Account (HSA) for those employees not legally eligible for a HSA, with an unlimited roll on the HRA balance, not to exceed the total value of the HDHP deductible for that class of insurance. The Board shall contribute, by direct deposit to any HRA-eligible employee, a portion of the in-network annual deductible based on the following percentages and schedules:

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<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2021</td>
<td>50%</td>
<td>full amount paid in July</td>
</tr>
</tbody>
</table>

C. **Prescription Benefits** – When a generic equivalent is available and eligible employees obtain a listed or non-listed brand name drug, they will be responsible for the applicable co-payment plus the difference in cost between the generic and brand name drug. This provision applies regardless of whether the physician indicates *dispense as written* or *no substitution* on the prescription, unless the physician obtains Prior Authorization. When Prior Authorization is obtained, eligible employees will be responsible only for the applicable brand name co-payment.

D. **Section 125 Plan** - Payments for premium costs shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

E. **FSA Plan** - All eligible employees will be allowed to deposit monies into a flexible spending account ("FSA") under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by eligible employees and/or their dependents. Eligible employees participating in the HSA Plan will be allowed to participate in the FSA for dependent care only. All eligible employees will be allowed to deposit monies into a FSA under Section 125 of the Internal Revenue Code, for the purpose of dependent care expenses. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Eligible employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(h) sections of the Internal Revenue Code.
The Board's cost for the FSA will not exceed $800.00 for start-up, $250.00 for annual renewal and $5.00 per participant each month. Any additional cost associated with the FSA will be borne by all the participants in the plan.

F. Dental Plan - Regardless of the medical insurance plan chosen, the Board will provide the Flexible Dental Program to eligible employees and eligible dependents, subject to the premium co-pays set forth above. A summary listing of benefits is provided in Appendix C.

Section 5.3

The Board reserves the right to change or transfer coverage, but in no case will benefits be reduced.

Section 5.4

Effective for bargaining unit members as of September 1, 2010, employee and spouse will be covered by the BC/BS high option Medicare supplement or its equivalent. Continuance of coverage under the BC/BS high option Medicare supplement will be granted to retirees, and spouse, who retire at age 65 or higher and have completed ten (10) years of continuous service. The cost of this coverage will be assumed by the Board.

Section 5.5

Effective September 1, 2017 Life Insurance and Accidental Death & Dismemberment insurance in the amount of $40,000 (subject to insurance carrier age restrictions) shall be provided for each employee, with the premium paid by the Board of Education. Employees will, at their own expense, be allowed to purchase up to an additional $60,000 in coverage by authoring a payroll deduction for payment of such premiums.

Section 5.6

Unemployment Compensation benefits as required by law will be provided by the Board.

Section 5.7

All custodial employees eligible, by age of employment date, shall participate in the Municipal Employees' Retirement Fund, Plan B, effective July 1, 1974.
Section 5.8

Any employee hired prior to September 1, 2010 may, from plan year to plan year, elect to waive health insurance coverage and, in lieu thereof, receive 40% of the plan premium cost, up to a maximum of $6,750.00. Employees who elect to make such waiver must notify the Board in writing that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependents in the insurance plans. The employee can exercise this option only once during the course of a given plan year and must waive insurance coverage each plan year in order to receive the premium refund. The Board shall make payment to those who waive insurance coverage as set forth above in the following manner:

1/2 of the waiver payment in the first pay period in December;

1/2 of the waiver payment in the first pay period in June.

During the period of insurance waiver, a employee who has waived insurance coverage shall be reinstated to the insurance program provided their request is in writing to the Board, and is for a substantial reason such as, but not limited to, the death of a spouse, divorce and in other instances where insurance coverage not provided by the Board but available to the employee is lost. Prior to reinstatement, the employee shall reimburse the Board the appropriate prorated portion of the waiver payment or shall effect repayment by means of authorized payroll deduction. Reinstatement shall be in accordance with the regulations of the carriers which may mean, in some cases, that coverage might be delayed.

Section 5.9

Employees hired prior to January 1, 2015 shall receive longevity pay as follows:

After 15 years of continuous service employees shall receive additional $200.00 per year.

After 20 years of continuous service employees shall receive additional $250.00 per year.

Section 5.10

During the course of this contract, insurance benefits may be reviewed for upgrading upon agreement of both parties.

Section 5.11

Employees who are required by the Principal or Director of Facilities to use their own private automobiles for official business shall be compensated at the IRS approved rate. Employees shall not be required to move furniture or heavy equipment in their private automobiles.
Section 5.12

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5.13

The Board agrees to provide a thirty (30) day window period during each year of the Agreement to allow custodians to make changes to their health care coverage and plans. The thirty (30) day window period(s) will be determined by the Board.

ARTICLE VI
PRIOR PRACTICE

Section 6.0

No prior rights, benefits or privileges that employees have enjoyed heretofore shall be abridged unless it is superseded by a provision of this Agreement

ARTICLE VII
UNION ACTIVITIES

Section 7.0

Union officers shall be allowed to attend official Union Conferences without loss of pay for the period required to attend the function, provided that written notice of intent to attend the function is given to the Superintendent of Schools at least one (1) week before the start of the absence.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.0

A grievance is a written claim alleging violation of a specific provision(s) of this Agreement. Grievances involving discipline shall include the claim that an employee has been disciplined other than for just cause. Discipline as used in this Article shall not include verbal warnings or verbal reprimands. In order to be valid, a grievance must be in writing and filed at the first step of the grievance procedure within ten (10) working days of the occurrence which gives rise to the grievance.
STEP I

A. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible. Any Employee and/or Union Officer who has a grievance shall first discuss the matter informally with the Director of Facilities or his or her designee, who shall use his or her best efforts to resolve the dispute. In instances of serious discipline (suspension, demotion, termination) the Union shall have the right to file directly to Step II of the grievance procedure. The Director of Facilities shall have one (1) working day to resolve.

B. Union Officer and/or Employee to the Assistant Superintendent, Finance & Operations, with three (3) working days to resolve. Answer from Assistant Superintendent in writing.

STEP II Union Officer and/or Employee to Superintendent within five (5) working days to resolve. Answer from Superintendent in writing.

STEP III Union Officer and/or Employee to full Board or designated authority - next regularly scheduled meeting of the Board. Answer from Board to the Union shall be within fifteen (15) working days in writing.

STEP IV Arbitration - If no agreement is reached between the Union Officer and/or Employee and the Board, the Union only may file notice of appeal to arbitration within fifteen (15) working days of the Board decision to the Connecticut State Board of Mediation and Arbitration. Said decision of the State Board shall be binding on both parties in the event of arbitration.

ARTICLE IX
NO STRIKE PROVISION

Section 9.0

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees or employee, nor shall there be any lockout by the Board in any part of the Board's operation relating to the bargaining unit.

Section 9.1

If schools or other Board Buildings have to be closed down, proper maintenance to secure protection of buildings will be followed.
ARTICLE X
MANAGEMENT RIGHTS

Section 10.0

Except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include, but shall not be limited to, establishing standards of productivity and performance of its employees; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications of newly created positions; the determination of classifications of employees; the appointment, promotion, assignment, direction and transfer of personnel, the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives.

Section 10.1

The Board agrees it will not discharge or otherwise discipline any employee except for just cause.

ARTICLE XI
EFFECTIVE DATE OF CONTRACT

Section 11.0

This Agreement shall remain in effect from the effective date of September 1st, 2017 or the date of execution of the contract, whichever comes later, through August 31, 2021 and thereafter shall continue in effect from year to year except as provided by law.

FOR THE SEYMOUR
BOARD OF EDUCATION

Signed: Chairman of the Board

10 July 2017
Dated:

FOR LOCAL 1303-25 OF COUNCIL #4
AFSCME, AFL-CIO

Signed: President

07/06/17
Dated:

Witnessed:

9/10/2017
Dated:

Signed: Staff Representative
Council #4, AFSCME

Dated:
# APPENDIX A

SEYMOUR BOARD OF EDUCATION

CUSTODIANS

2017-2021 Hourly Wage Schedule

<table>
<thead>
<tr>
<th></th>
<th>Head Custodian</th>
<th>Night Custodian</th>
<th>Day Custodian</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year I</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP 1</td>
<td>$25.99</td>
<td>$23.43</td>
<td>$21.30</td>
</tr>
<tr>
<td>STEP 2</td>
<td>$27.13</td>
<td>$24.54</td>
<td>$22.41</td>
</tr>
<tr>
<td>STEP 3</td>
<td>$28.58</td>
<td>$25.74</td>
<td>$23.60</td>
</tr>
<tr>
<td><strong>Year II</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP 1</td>
<td>$26.60</td>
<td>$23.98</td>
<td>$21.80</td>
</tr>
<tr>
<td>STEP 2</td>
<td>$27.77</td>
<td>$25.12</td>
<td>$22.94</td>
</tr>
<tr>
<td>STEP 3</td>
<td>$29.25</td>
<td>$26.34</td>
<td>$24.15</td>
</tr>
<tr>
<td><strong>Year III</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP 1</td>
<td>$27.23</td>
<td>$24.54</td>
<td>$22.31</td>
</tr>
<tr>
<td>STEP 2</td>
<td>$28.42</td>
<td>$25.71</td>
<td>$23.48</td>
</tr>
<tr>
<td>STEP 3</td>
<td>$29.94</td>
<td>$26.96</td>
<td>$24.72</td>
</tr>
<tr>
<td><strong>Year IV</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP 1</td>
<td>$27.87</td>
<td>$25.12</td>
<td>$22.83</td>
</tr>
<tr>
<td>STEP 2</td>
<td>$29.09</td>
<td>$26.31</td>
<td>$24.03</td>
</tr>
<tr>
<td>STEP 3</td>
<td>$30.64</td>
<td>$27.59</td>
<td>$25.30</td>
</tr>
</tbody>
</table>

Employees shall move from Step 1 to Step 2 one (1) year from date of hire.
Employees shall move from Step 2 to Step 3 two (2) years from date of hire.
This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [https://ecoc.anthem.com/ecodps/aso](https://ecoc.anthem.com/ecodps/aso) or by calling (800) 922-6621.

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this Matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the overall deductible?</td>
<td>$2,000 individual / $4,000 family for In-Network Providers. Does not apply to Preventive care. $2,000 individual / $4,000 family for Out-of-Network Providers. In-Network Providers and Non-Network Providers deductibles are combined. Satisfying one helps satisfy the other.</td>
<td>You must pay all costs up to the <strong>deductible</strong> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <strong>deductible</strong> starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the <strong>deductible</strong>.</td>
</tr>
<tr>
<td>Are there other deductibles for specific services?</td>
<td>No.</td>
<td>You don’t have to meet <strong>deductibles</strong> for specific services, but see the chart starting on page 3 for other costs for services this plan covers.</td>
</tr>
<tr>
<td>Is there an <strong>out-of-pocket</strong> limit on my expenses?</td>
<td>Yes; $2,000 individual / $4,000 family for In-Network Providers. $5,000 individual / $10,000 family for Out-of-Network Providers. In-Network Providers and Non-Network Providers Out of Pocket are combined. Satisfying one helps satisfy the other.</td>
<td>The <strong>out-of-pocket limit</strong> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</td>
</tr>
<tr>
<td>What is not included in the <strong>out-of-pocket</strong></td>
<td>Premiums, Balance-Billed charges, and Health Care this plan doesn’t cover.</td>
<td>Even though you pay these expenses, they don’t count toward the <strong>out-of-pocket limit</strong>.</td>
</tr>
</tbody>
</table>

Questions: Call (800) 922-6621 or visit us at [www.anthem.com](http://www.anthem.com). If you aren’t clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.ecio.cms.gov](http://www.ecio.cms.gov) or call (800) 922-6621 to request a copy.
<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this Matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there an overall annual limit on what the plan pays?</td>
<td>No.</td>
<td>The chart starting on page 3 describes any limits on what the plan will pay for specific covered services, such as office visits.</td>
</tr>
<tr>
<td>Does this plan use a network of providers?</td>
<td>Yes, Century Preferred. For a list of In-Network providers, see <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621.</td>
<td>If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 3 for how this plan pays different kinds of providers.</td>
</tr>
<tr>
<td>Do I need a referral to see a specialist?</td>
<td>No; you do not need a referral to see a specialist.</td>
<td>You can see the specialist you choose without permission from this plan.</td>
</tr>
<tr>
<td>Are there services this plan doesn’t cover?</td>
<td>Yes.</td>
<td>Some of the services this plan doesn’t cover are listed on page 7. See your policy or plan document for additional information about excluded services.</td>
</tr>
</tbody>
</table>
- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.

- **Coinsurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven’t met your **deductible**.

- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**)

- This plan may encourage you to use **In-Network providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your Cost if You Use an In-Network Provider</th>
<th>Your Cost if You Use an Out-of-Network Provider</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you visit a health care provider's office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>Other practitioner office visit</td>
<td>Chiropractor</td>
<td>Chiropractor</td>
<td>Coverage for In-Network Providers and Non-Network Providers combined is limited to 50 visits per benefit period including physical, occupational and speech therapy.</td>
</tr>
<tr>
<td></td>
<td>Preventive care/screening/immunization</td>
<td>No cost share</td>
<td>20% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td>If you have a test</td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>Lab – Office</td>
<td>Lab – Office</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition-Copays Apply after Deductible</td>
<td>Tier 1 - Typically Generic</td>
<td>$5 copay per prescription (retail only) and $10 copay per prescription (home delivery)</td>
<td>20% coinsurance (retail only) and 20% coinsurance (home delivery only)</td>
<td>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery)</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your Cost If You Use an In-Network Provider</td>
<td>Your Cost If You Use an Out-of-Network Provider</td>
<td>Limitations &amp; Exceptions</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>---------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Tier 2 - Typically Preferred / Brand</td>
<td>$25 copay per prescription (retail only) and $50 copay per prescription (home delivery only)</td>
<td>$20% coinsurance (retail only) and 20% coinsurance (home delivery only)</td>
<td>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program)</td>
<td></td>
</tr>
<tr>
<td>Tier 3 - Typically Non-Preferred / Specialty Drugs</td>
<td>$40 copay per prescription (retail only) and $80 copay per prescription (home delivery only)</td>
<td>$20% coinsurance (retail only) and 20% coinsurance (home delivery only)</td>
<td>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program)</td>
<td></td>
</tr>
<tr>
<td>Tier 4 - Typically Specialty Drugs</td>
<td>$40 copay per prescription (retail only) and $80 copay per prescription (home delivery only)</td>
<td>$20% coinsurance (retail only) and 20% coinsurance (home delivery only)</td>
<td>Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program)</td>
<td></td>
</tr>
</tbody>
</table>

If you have outpatient surgery
Facility fee (e.g., ambulatory surgery center) 0% coinsurance 20% coinsurance ----none-----
Physician/surgeon fees 0% coinsurance 20% coinsurance ----none-----

If you need immediate medical attention
Emergency room services 0% coinsurance 20% coinsurance ----none-----
Emergency medical transportation 0% coinsurance 20% coinsurance ----none-----
Urgent care 0% coinsurance 20% coinsurance ----none-----

If you have a hospital stay
Facility fee (e.g., hospital room) 0% coinsurance 20% coinsurance ----none-----
Physician/surgeon fee 0% coinsurance 20% coinsurance ----none-----

If you have mental health, behavioral health, or substance abuse needs
Mental/Behavioral Health Office Visit 0% coinsurance 20% coinsurance ----none-----
Mental/Behavioral Health Facility Visit - Facility Charges 0% coinsurance 20% coinsurance ----none-----
Mental/Behavioral Health Facilities Visits - Facility Charges 0% coinsurance 20% coinsurance ----none-----
<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your Cost If You Use an In-Network Provider</th>
<th>Your Cost If You Use an Out-of-Network Provider</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>inpatient services</td>
<td>Substance Use Office Visit 0% coinsurance</td>
<td>Substance Use Office Visit 20% coinsurance</td>
<td>Substance Use Office Visit 0% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder</td>
<td>Substance Use Facility Visit - Facility Charges 0% coinsurance</td>
<td>Substance Use Facility Visit - Facility Charges 20% coinsurance</td>
<td>Substance Use Facility Visit - Facility Charges 0% coinsurance</td>
</tr>
<tr>
<td></td>
<td>outpatient services</td>
<td></td>
<td></td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder</td>
<td></td>
<td></td>
<td>Substance Use Facility Visit - Facility Charges 0% coinsurance</td>
</tr>
<tr>
<td></td>
<td>inpatient services</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>--------------------------</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Prenatal and postnatal care</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>Delivery and all inpatient</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>services</td>
<td></td>
<td></td>
<td>--------------------------</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>Coverage for In-Network Providers and Non-Network Providers combined is limited to 200 visits per benefit period.</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>Coverage for In-Network Providers and Non-Network Providers combined is limited to 50 visits per benefit period for physical, occupational, speech therapy including chiropractic services.</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>Habilitation visits count towards your rehabilitation limit.</td>
</tr>
<tr>
<td></td>
<td>Skilled nursing care</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>Coverage for In-Network Providers and Non-Network Providers combined is limited to 120 days limit per benefit.</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your Cost if You Use an In-Network Provider</td>
<td>Your Cost if You Use an Out-of-Network Provider</td>
<td>Limitations &amp; Exceptions</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>---------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>------------------none-----------------</td>
<td>period.</td>
</tr>
<tr>
<td>Hospice service</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>Coverage for In-Network Providers and Non-Network</td>
<td></td>
</tr>
<tr>
<td><strong>If your child needs dental or eye care</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eye exam</td>
<td>0% coinsurance</td>
<td>20% coinsurance</td>
<td>Coverage for In-Network providers and Non-Network Providers combined is limited to once every benefit period.</td>
<td></td>
</tr>
<tr>
<td>Glasses</td>
<td>Not covered</td>
<td>Not covered</td>
<td>------------------none-----------------</td>
<td></td>
</tr>
<tr>
<td>Dental check-up</td>
<td>Not covered</td>
<td>Not covered</td>
<td>------------------none-----------------</td>
<td></td>
</tr>
</tbody>
</table>
### Excluded Services & Other Covered Services:

#### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)
- Cosmetic surgery
- Dental care (adult)
- Long-term care
- Routine foot care unless you have been diagnosed with diabetes.
- Weight loss programs

#### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)
- Chiropractic care
- Most coverage provided outside the United States. See [www.bcbs.com/bluecardworldwide](http://www.bcbs.com/bluecardworldwide)
- Acupuncture
- Bariatric Surgery
- Infertility Treatments
- Private Duty Nursing
- Hearing Aids
Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at (800) 922-6621. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1 877 267 2323 x61565 or www.cciio.cms.gov,

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact:

ATTN: Grievances and Appeals
P.O. Box 1038
North Haven, CT 06473-4201

Department of Labor, Employee Benefits Security Administration
(866) 444-EBNA (3272)
www.dol.gov/ebsa/healthreform
Appendix C
Anthem Flex Dental Plan

HOW IT WORKS
This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below. There is a $1500.00 maximum on Categories 1, 2 and 3. There is a lifetime maximum of $1,000 on category 4.

(CATEGORY 1) DIAGNOSTIC & PREVENTIVE SERVICES
Payable at 100% of usual, customary and reasonable charges at participating dentists:
  - Initial oral exams - 1/36 months
  - Periodic Oral exams – 2/Year
  - Prophylaxis – 2/Year
  - Topical application of fluoride - 2/Year to age 19
  - Space maintainers to age 19
  - X-rays
  - Emergency Treatment

(CATEGORY 2) BASIC SERVICES-Deductible of $50 for Individual/ $150 for Family on Categories 2 & 3
Payable at 80% of usual, customary and reasonable charges at participating dentists:
  - Fillings
  - Root canals
  - Stainless steel crowns (Primary Teeth)
  - Extractions
  - Oral Surgery
  - Repair of dentures – 1/Year
  - Relining of dentures – 1/ 2 Years
  - Recement crown
  - Recement bridge
  - Repair bridge

(CATEGORY 3) MAJOR SERVICES-Deductible of $50 for Individual/ $150 for Family on Categories 2 & 3
Payable at 50% of usual, customary and reasonable charges at participating dentists:
  - Crowns - 1/Tooth/5 Years
  - Post and Core-1/Tooth/5 Years
  - Inlays - 1/Tooth/5 Years
  - Onlays - 1/Tooth/5 Years
  - Periodontics
  - Prosthodontics - 1/Tooth/5 Years

(CATEGORY 4) ADDITIONAL SERVICES
Payable at 50% of usual, customary and reasonable charges at participating dentist:
  - Orthodontics-children up to age 19 years
  - Maximum of $1,000 per lifetime.