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AGREEMENT

BETWEEN

EAST LYME BOARD OF EDUCATION

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

(EAST LYME SCHOOL CUSTODIANS AND MAINTENANCE EMPLOYEES)

JULY 1, 2016 – JUNE 30, 2020

Ratified by EL BOE on 10/24/16

November 2, 2016

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PREAMBLE

This Agreement is entered into by and between the East Lyme Board of Education hereinafter referred to as the "Board" or "Employer," and United Public Service Employees Union, hereinafter referred to as the "Union." The word Employee/Employees as used herein shall refer to Bargaining Unit Members. Any reference to gender shall refer to both male and female.

ARTICLE I
RECOGNITION

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of work and other conditions of employment for all custodial and maintenance employees employed by the Board working twenty (20) hours or more per week, excluding casual employees, summer student employees, seasonal employees, temporary employees and all supervisory employees as defined under the Municipal Employee Relations Act.

ARTICLE II
UNION SECURITY

Section 2.0

All employees in the bargaining unit hired after the execution of this Agreement shall, thirty (30) days from the date of the Agreement or from the date of their employment by the Board, as a condition of continuing employment, either: (1) become and remain members of the Union in good standing in accordance with the constitution and bylaws of the Union during the term of this Agreement or extensions thereof, or (2) authorize, in writing, a payroll deduction from their salaries, each pay period, a service fee to be determined by the Union, which sum shall be paid to the Union. Such service fee shall be proportioned by the Union as required by law.

Section 2.1

Upon receipt of a signed authorization form from the employee involved, the Board shall deduct from the employee's pay each payroll period such Union dues as the Union shall determine. The Union agrees to defend the Board in the event of charges arising from the making of such authorized deductions.

Section 2.2

The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Board.

Section 2.3

Deductions as provided herein shall be remitted to UPSEU no later than the fifteenth (15th) day of the following month after such deductions have been made along with a list of employees and their addresses from whom the deductions have been made.

Section 2.4

Newly hired employees shall sign a payroll deduction from at the time of hire to become effective upon completion of sixty (60) days of employment.

Section 2.5

At least one (1) bulletin board shall be reserved at an accessible place in each building for the use of the Union for the posting of official Union notices or announcements.

Section 2.6

The Board shall make the contract available electronically on the District's website.

ARTICLE III
SENIORITY, APPOINTMENTS, ASSIGNMENTS, TRANSFERS

Section 3.0

Newly hired employees shall serve a probationary period of ninety (90) days during which period they shall attain no seniority rights under this Agreement but shall be subject to all other provisions. Probationary employees may be discharged at the will of the Board, and no such action shall be subject to the grievance procedure of this Agreement.

Section 3.1

Upon successful completion of the probationary period, seniority shall accrue retroactive to the date of hire.

Section 3.2

a. Seniority is defined as an employee's total length of continuous service with the Board of Education. An updated seniority list will be submitted to the Union President by July 1st of each year. If not challenged within thirty (30) business days, the seniority list shall be deemed final.

b. Seniority shall be deemed broken by involuntary termination, voluntary termination, and failure to return upon recall from layoff provided adequate notice is given.

Section 3.3

All vacant and newly created positions shall be posted for a period of ten (10) business days on bulletin boards provided for such purpose, prior to any action taken by the employer to fill such vacancies or new positions. All posted positions shall state the hours of work per shift and days of work per assignment. The union president shall receive a copy of all letters of hire from the Superintendent of Schools.

Section 3.4

No permanent appointments will be made until the posting procedure has been followed. Once the procedure has been followed and the Board has determined, in its sole discretion, that the vacancy is to be filled, the appointment shall be made within thirty (30) working days.

Section 3.5

Whenever qualifications and experience or skills are relatively equal as determined by the Superintendent or his/her designee, seniority shall be the deciding factor with respect to transfers, promotions, layoffs, recalls, and filling of vacancies or new positions.

Section 3.6

When promoted or transferred to a higher classification or salary group, employees shall move to the same step in the new classification.

Section 3.7

When a current employee is moved to a new position and retained in that position for a period of ninety (90) consecutive business days, he/she shall be considered qualified and permanently assigned to that position. The Superintendent may return an employee to his/her prior position within the ninety (90) day period if the Superintendent determines

that the employee is not suitable for the new assignment. If the employee chooses not to remain in the new position within the first thirty (30) business days, he/she shall be returned to his/her former position within thirty (30) business days of receipt of a written request to return to the prior position.

Section 3.8

Subject to section 3.5 above, laid-off employees, within eighteen (18) months of the date of their layoff, with the most seniority shall be recalled first, and no new employees shall be hired until the above employees have been given an opportunity to return to work. Ten (10) days' written notification to the last known address shall be sufficient notification. If no reply is received within ten (10) days after the mail notification as aforesaid, then all of the provisions of this section shall have been deemed complied with. 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.

Section 3.9

a. Seasonal, temporary, part-time and student employees may be hired by the Board, but shall not be used to replace bargaining unit employees except when bargaining unit employees are unavailable for work. They may be replaced until they are available to return to work. All seasonal employees shall only be allowed to work from May 15 to September 1 of the calendar year, or during a scheduled school vacation recess. By mutual agreement, these dates may be extended.

b. Absences may, at the Board's discretion, be filled by nonbargaining unit personnel.

ARTICLE IV
HOURS OF WORK, OVERTIME AND HOLIDAY PAY

Section 4.0

a. The basic work week shall be eight (8) hours a day for five (5) consecutive work days. No basic work week except the floater position will include both Saturday and Sunday. Individuals whose basic work week includes a Saturday or Sunday will receive a differential payment of $.80 per hour.

b. The floater custodian is defined as that individual who is employed as a bargaining unit member, assigned to a varied regular work schedule ranging from a minimum of twenty (20) hours per week up to forty (40) hours per week. The individuals workweek will begin on Monday of each week and will include a permanent eight (8) hours on Saturday of each week, with two (2) days off per week to be

scheduled by the Administration. The floater custodian may be required to work at all Board of Education job sites on an as needed basis up to forty (40) hours per week, any day of the week.

c. Whenever there is a scheduled event inside a school building, a custodian shall be present for the duration of the activity.

d. A custodian may leave school property during his/her duty free lunch provided he/she signs out at the main office in his/her assigned building. This provision will only be required on student instructional days during the hours of 8 am through 4 pm.

Section 4.1

Time and one-half for all time worked over forty (40) hours in any one work week.

Section 4.2

a. All overtime work shall be divided as equally as possible among employees, custodial work among custodians and maintenance work among maintenance personnel, provided that the selected employee shall have the necessary skill and ability as determined by the Superintendent or his/her designee to perform the available work and its related responsibilities.

b. If an employee is scheduled for 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, and shall lose the opportunity for overtime work until the next time the employee's name reaches the top of the overtime list.

c. When an employee is scheduled for overtime and the overtime is cancelled due to weather or function cancellation, the employee will be placed next on the overtime work list.

d. In the event that a custodian is not available for overtime within a building, the District will contact a custodian from a secondary list of employees willing to provide overtime support in all school buildings. Employees may add or remove their names from the secondary list on a monthly basis. The Superintendent or his/her designee shall maintain the secondary overtime list.

Section 4.3

An employee called in to work outside his/her regularly scheduled working hours, excluding required overtime assignments which are in continuation of regularly scheduled hours shall be paid a minimum of three (3) hours. An example of such a call

would be an emergency after the employee has returned home from his/her regular work shift. If called in after midnight or on a Sunday or holiday, the minimum pay shall be three (3) hours.

Section 4.4

Employees may be required to perform reasonable amounts of overtime. Overtime shall be assigned on a seniority basis from most senior to least senior provided that the selected employee shall have the necessary skills and ability as determined by the Superintendent or his/her designee to perform the related work and its responsibilities. In the event that a custodian on the voluntary overtime list is not available for work, then the District shall assign an employee on a seniority basis, from the least senior to the most senior to perform the necessary work. Mandatory overtime shall be assigned only to full time (40 hour) employees.

Section 4.5

In the event schools are closed due to inclement weather, employees are expected to report to work as soon as safely possible. Employees must complete the full shift upon arrival or utilize appropriate leave time or they will be docked for missed hours.

Section 4.6

Attendance Incentive

Effective upon ratification of this Agreement, any employee who has perfect attendance between July 1 and June 30th shall receive a cash value gift card of $200.00 on or about August 1. Perfect attendance shall mean reporting for work on time every work day and working a complete day. In calculating perfect attendance, vacations, personal leave, holidays and bereavement leave shall not be charged against an employee.

ARTICLE V
HOLIDAYS

Section 5.0

The following holidays shall be observed as days off with full pay when school is not in session.

New Year's Day	Veterans' Day
Martin Luther King Day	Columbus Day
Presidents' Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day
Independence Day	New Year's Eve

Section 5.1

a. Holidays falling on Saturday shall be celebrated the preceding day if school is not in session.

b. Holidays falling on Sunday shall be celebrated on Monday if school is not in session. Consecutive holidays (Christmas Eve/Christmas Day, New Year's Eve/New Year's Day) falling on a Sunday and Monday, will be celebrated on Friday and Monday or Monday and Tuesday if school is not in session. Scheduling of holidays in this event will be at the discretion of the Superintendent and employees will be informed of such schedule in a timely manner.

c. In the event school is in session, students attending regular classes, on any one of the above holidays, the employees shall receive a compensatory day off on a date to be suggested by the employees and approved by the Superintendent or his/her designee. The compensatory day off may be used at any time within the same fiscal year in which it is earned, with the approval of the Superintendent or designee. Compensatory days off and floating holidays may not be accrued; unexpended compensatory days off and floating holidays will be forfeited at the conclusion of the fiscal year.

Section 5.2

Whenever any of these holidays occurs while an employee is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

Section 5.3

When a holiday occurs during a regular vacation, said holiday shall not be charged against an employee's earned vacation time.

ARTICLE VI
VACATION

Section 6.0

Twelve (12) month employees:

1 to 5 years experience	-	10 days
6 to 15 years experience	-	15 days
16 plus years experience	-	20 days

One day per year after 16 years up to a maximum of 25 days.

No vacation shall be taken until the employee has completed his/her initial probationary period.

Employees shall accrue vacation days at the rate equal to years of service divided by a twelve month period. Anniversary date will be the determining factor in allowed vacation accrued.

Upon completion of one (1) year of service, the District shall award vacation days at the beginning of the contract year. Should an employee resign his/her employment prior to the end of the contract year, the employee will only be eligible for payment of a pro-rated portion of the awarded vacation days. Proration shall be calculated by the number of completed months of employment.

Section 6.1

The vacation period shall be established by mutual agreement between the Director of Buildings and Grounds, or his/her designee, and the employee, with the approval by the Superintendent or his/her designee. Employees shall apply for vacations at least seven (7) days in advance when multiple vacation days are requested with seniority controlling in cases of conflict. Without proper notice, vacations will be scheduled on a "first-come, first-served" basis. Choice of vacation days will be granted whenever practicable, subject to the needs of the department.

Section 6.2

If payday falls during an employee's scheduled vacation, the employee may receive his/her paycheck prior to the commencement of his/her vacation period providing he/she specifically requests such payment in writing fifteen (15) working days prior to the scheduled vacation.

Section 6.3

When an employee changes employment status within the bargaining unit, he/she will retain any accumulated vacation time and, prospectively, accrue vacation time in accordance with the provisions applicable to his/her new status.

Section 6.4

Earned vacation time must be used by December 31 of the next contract year.

Section 6.5

Employees shall receive payment for earned and unused vacation upon separation or, in the event of their death, to their estate. Payment shall be based on the separation date rate of pay and each full day equal to eight (8) hours.

ARTICLE VII
LEAVE

Section 7.0

Employees will be allowed sick leave accrual on the following basis:

One and one-quarter (1 - 1/4) days per month.

Section 7.1

A. Employees will be allowed sick leave accumulation on the following basis:

Maximum one hundred fifty (150) days' accumulation.

B. Upon retirement or completion of service, employees, or their estate, will be paid up to sixty (60) days of accumulated sick leave on the basis of the hourly rate in force at the time of the separation. This provision shall not apply to employees hired on or after July 1, 2016.

Section 7.2

For any absence for illness of more than four (4) consecutive working days, a doctor's certification may be required by the Superintendent upon the employee's return. The Superintendent shall have the right to require a physical examination at any time for good and sufficient reason at the Board's expense.

Section 7.3

(a) When death occurs in an employee's immediate family, i.e., spouse, parents, parents of spouse, child/step-child, brother or sister, grandmother, grandfather, grandchild, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, the employee on request will be excused with full pay for up to five (5) working days (excluding Saturdays and Sundays).

(b) Employees shall be excused with full salary for up to three (3) days leave to attend the funeral or similar service of the employee's cousin, aunt, uncle, niece or nephew.

(c) The Superintendent may require verification of date of death and relationship of deceased.

Section 7.4

Employees will be allowed personal leave as follows:

a. Five (5) working days per year (non-cumulative).

b. Requests for personal leave shall be made in writing to the Building Principal/immediate supervisor and Director of Building and Grounds at least forty-eight (48) hours in advance of the time requested, barring emergencies.

c. Two (2) of the personal days granted in subsections a and b above may be taken only for the following reasons:

   (i) legal matters;

   (ii) religious observances; or

   (iii) emergencies.

Section 7.5

Employees shall be granted military leave in accordance with State law.

Section 7.6

Attendance at professional or job-related conferences with or without pay may be granted by the Superintendent of Schools or his/her designee.

Section 7.7

During the term of this Agreement, if the Union and the Town of East Lyme enter into negotiations over the terms of the Town of East Lyme Pension Plan, the Union President or his/her designee will be released for the period of time needed, to attend such negotiations, without loss of pay.

Section 7.8

The Union President and/or his/her designee shall be allowed time off with pay to resolve contract violations or disputes between the District and the Union and for time spent attending grievance hearings with the District and/or the State Board of Mediation and Arbitration.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.0

For the purpose of this Agreement, the term "grievance" means any dispute between the Board and the employee of the Union concerning the misapplication or misinterpretation of a specific section of this Agreement.

Section 8.1

Timeliness is of the essence. All grievances shall be in writing and filed with the Facilities Supervisor or his/her posted designee within five (5) working days of the grievant's knowledge of the act or omission complained of, but no more than fifteen (15) working days from the occurrence of such act or omission, setting forth the nature of the dispute and the specific section of the contract which lies been misapplied or misinterpreted. 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 five (5) working days of the grievant's knowledge of the act or omission complained of, but no more than fifteen (15) working days from the occurrence of such act or omission, take up the grievance matter with his/her immediate supervisor (Facilities Supervisor or Director of Finance and Facilities) in an effort to get the grievance resolved immediately.

b. **Step 2**

If the grievance is not settled in the first step, the grievance may be submitted to the Superintendent of Schools within ten (10) working days of the conference with the immediate supervisor (Facilities Supervisor or Director of Finance and Facilities). The Superintendent will adjust the grievance at once or give an answer to the Union in writing within ten (10) working days of receipt of the grievance.

c. **Step 3**

If the aggrieved party or the Union is not satisfied with the answer given by the Superintendent of Schools, they may elect to submit the grievance to the Board of Education within five (5) working days of receipt of the Superintendent of Schools answer. The Board of Education will arrange a hearing with the grieving party and the Union by the second regularly scheduled Board meeting following the Board's receipt of the grievance in an attempt to resolve the issue. If the grievance is not resolved by the Board at the hearing, an answer will be submitted to the Union and the aggrieved in writing within five (5) working days after the above hearing has been filed.

d. **Step 4**

If the Union or the aggrieved is not satisfied with the answer given by the Board, they may, within ten (10) working days of the answer from the Board, request mediation by the State Board of Mediation and Arbitration. A copy of the request for mediation shall be sent to the Superintendent of Schools by registered mail at the same time the request for mediation is submitted to the State Board of Mediation and Arbitration.

e. **Step 5**

Notwithstanding Step 4 above and simultaneously therewith, if the Union or the aggrieved is not satisfied with the answer given by the Board, the Union may, within twenty (20) days of the answer from the Board, elect to submit a request for arbitration to the Connecticut State Board of Mediation and Arbitration. A copy of the request for arbitration shall be sent to the Superintendent of Schools by registered mail at the same time the request for arbitration is submitted to the Connecticut State Board of Mediation and Arbitration. In the event arbitration takes place, the answer shall be final and binding. Any costs arising from arbitration shall be borne equally by both parties.

Section 8.2

Nothing herein contained 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. However, only the Union may process a grievance to arbitration.

Section 8.3

The Employer shall allow the aggrieved employee(s) and a Union Representative or Officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Section 8.1, Steps a through e.

ARTICLE IX
DISCIPLINARY ACTIONS

Section 9.0

No employee shall be discharged, suspended without pay demoted or given a written reprimand without just cause.

Section 9.1

In the case of discipline that involves a suspension from work, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within thirty-six (36) work months. In other cases of discipline, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within fifteen (15) work months. The District shall place such cleared offenses or derogatory entries in a separate administrative file and shall retain such information in accordance with state

retention requirements. This clause shall not pertain to an employee's periodic performance evaluation.

Section 9.2

Discharge and discipline shall be subject to the grievance procedure.

Section 9.3

All disciplinary actions shall normally be applied in the following order:

1. First written warning;
2. Second written warning;
3. Suspension;
4. Termination.

However, for violations of a serious nature, discipline may be instituted at Step 3 or 4 with a hearing to be held within five (5) days after written notification to the Union of the action taken. The District shall provide a copy of all disciplinary actions to the Union President.

ARTICLE X
WAGES

Section 10.0

Effective July 1, 2008, employees shall be paid according to the appropriate wage scale and classification with applicable step increases set forth in Appendix A attached hereto.

Section 10.1

An annual longevity payment shall be paid to qualifying employees as follows:

> Beginning with the ninth (9th) year of service, employees shall be paid an annual longevity payment of 1.5% of the employees' annual salary. Payment to qualifying employees shall be made after July 1 and prior to July 31 in the fiscal year following the employees' anniversary date and shall be separate from any regular paycheck. The Board will not be bound to provide longevity payment in a separate check as long as the computer software program is unable to perform said function. Should this service become available, the Board will comply with the

language in this section of the contract. This provision shall not apply to employees hired on or after July 1, 2016.

Section 10.2

Employees shall be paid on a bi-weekly basis.

ARTICLE XI
PRESERVATION OF BENEFITS

Section 11.0

Disputes arising during the term of this contract shall be governed by applicable state statute.

Section 11.1

The provisions of this Agreement shall be binding upon the Board and its successors and assigns. The Board reserves the right to subcontract by attrition any bargaining unit work performed by non-custodial employees.

ARTICLE XII
INSURANCE AND PENSION

Section 12.0

The following insurance coverage shall be made available to bargaining unit employees. All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

1. The Board shall provide all employees with individual life insurance in the amounts listed, with the full premium paid by the Board:

   $45,000.00

2. The Board shall provide, for employees only, coverage under the Full Service Dental Plan (Basic) including Rider A. Employees may purchase the dental plan for members of their family at their own expense.

Section 12.1

A. For the 2016-17 contract year, the Board shall offer the following health insurance option:

Century Preferred Point of Service Preferred Provider Organization (PPO) See summary in Appendix B

B. For the 2017-18, 2018-19 and 2019-20 contract years, the Board shall offer the following two health insurance options:

Option 1: Century Preferred Point of Service Preferred Provider Organization (PPO). Only employees hired on or before June 30, 2016 are eligible to enroll in this option. See summary in Appendix C.

Option 2: High Deductible Health Plan (HDHP) with Health Savings Account (HSA). See summary in Appendix D.

a. In the 2017-2018 contract year only, the Board's full contribution to the HSA account shall be made on or around July 1st, at sixty-five percent (65%) of the applicable HDHP deductible amount.

b. In the 2018-2019 contract year, the Board will contribute sixty percent (60%) of the applicable HDHP deductible amount.

c. In the 2019-20 contract year, the Board will contribute fifty percent (50%) of the applicable HDHP deductible amount.

d. The Board's contribution toward the HDHP deductible in the 2018-19 and 2019-20 contract years will be deposited into a Health Savings Account (HSA) in two (2) equal payments, with the first September payroll and the second with the first January payroll. Should a member demonstrate extraordinary need, the Superintendent shall have the discretionary authority to have the Board's HSA contribution deposited prior to September 1st.

e. Employees who are not eligible for an HSA can participate in a Health Reimbursement Account (HRA) with the Board providing the same contributions towards reimbursement as in the HSA.

f. The parties acknowledge that the Board's contribution toward the contributions to the HSA and/or HRA plans 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.

Section 12.2

The District and employee shall share in the premium payment as follows:

a. For contract year 2016-2017, the Board shall pay 85% of the premium of medical and single dental coverage, and each employee shall pay 15% of the premium of this coverage.

b. For contract year 2017-2018, the Board shall pay 89% of the premium of medical and single dental coverage, and each employee shall pay 11% of the premium of this coverage.

c. Effective July 1, 2017, the HDHP Plan shall be the core insurance plan. For any employee hired prior to July 1, 2017 who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the HDHP Plan for an employee enrolled at the same coverage level. The employee shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the POS/PPO Plan.

d. For contract year 2018-2019, the Board shall pay 89% of the premium of medical and single dental coverage, and each employee shall pay 11% of the premium of this coverage.

e. For contract year 2019-2020, the Board shall pay 88% of the premium of medical and single dental coverage, and each employee shall pay 12% of the premium of this coverage.

f. Payment 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 for staff so that health insurance contributions may be made from pre-tax dollars.

Section 12.3

The Board will no longer offer a Flexible Spending Account (FSA) as of June 30, 2017.

Section 12.4

The Board reserves the right to change carriers provided there is no reduction in the level of benefits or services. A requirement to complete additional forms shall not be construed to be a change in service.

Section 12.5

Employees who retire may continue the hospital/medical coverage by paying the group rate.

Section 12.6

Employees entitled to health insurance may opt out of that entitlement and be paid $1,000 on or around the first September payroll period prorated on date of employment if a new hire. For the 2016-17 school year, the payment will be made within two (2) weeks upon execution of the agreement (pro-rated on date of employment if a new hire).

Section 12.7

Effective July 1, 1987, all employees shall be eligible to participate in the Town of East Lyme Pension Plan as applicable to Board of Education employees at the level of benefits for Town employees as of July 1, 1985. All eligibility and benefits shall be in accordance with the pension carrier's rules and regulations.

Section 12.8

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act ("MERA"). During such mid-term negotiations, the parties will reopen Article XII (Insurance and Pension) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XIII
SAVINGS CLAUSE

Section 13.0

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

ARTICLE XIV
MANAGEMENT RIGHTS

Section 14.0

It is recognized that the Board of Education has and will continue to retain the responsibility and prerogative to direct the operations of the public school system in the Town of East Lyme 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 interest of the Town of East Lyme; to give the children of East Lyme as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land apparatus and other property used for school purposes; and to employ, transfer, suspend or dismiss employees of the Board in accordance with the provisions of this Agreement. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same should not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

ARTICLE XV
NO STRIKE, SLOWDOWN OR LOCKOUT

Section 15.0

During the life of this Agreement there shall be no strike, slowdown, suspension, sick-out or any other individual or concerted interference with the operation in any part of the work of the Board's operation by the Union or any of its individual employees, nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE XVI
RESIGNATIONS

Section 16.0

A signed written notice of resignation must be filed with the Superintendent of Schools at least one (1) five (5) day work week in advance of separation. This notice shall include a statement of the reasons for this action and effective date of resignation. The Board has the discretion to grant exceptions to the notice requirements.

ARTICLE XVII
UNIFORMS

Section 17.0

Effective July 1, 2016, the Board shall provide each bargaining unit employee an annual uniform allowance of $300.00 to be used for the initial purchase and replacement of uniform items in accordance with the criteria established by the Superintendent or his/her designee as set forth below. It is understood that all employees covered by this contract will have sufficient quantities of uniform components in their possession so as to appear for work fully attired only in approved uniform apparel.

All uniform apparel requiring a "District Logo" shall be purchased by the district through a BOE approved vendor. Reimbursement for purchases of appropriate pants (and/or shorts) and foot attire, as set forth below, will be made to each bargaining unit employee upon the submission of a detailed receipt. Reimbursement will not be paid without the submittal of receipts prior to June 30th of each fiscal year.

Approved uniform attire is as follows:

- Burgundy Collared Shirts with District Logo
- T-Shirts (Burgundy or Grey) with District Logo
- Sweatshirt (Burgundy or Grey) with District Logo
- Blue, Black or Tan Pants or Shorts
- Appropriate Foot Attire (e.g., sneakers)

ARTICLE XVIII
SAFETY COMMITTEE

Section 18.0

The Board and the Union will each designate two employees to a joint safety committee. Said committee shall meet during the first two weeks of each fiscal quarter to resolve differences, recommend remedies, safety standards, and other safety programs. Recommendations by the committee shall be implemented by the Board within reasonable time and as soon as fiscally practical.

ARTICLE XIX
EVALUATION

All employees shall be evaluated in writing, once annually.

ARTICLE XX
DURATION

Section 19.0

This Agreement shall become effective July 1, 2016 and shall remain in effect until June 30, 2020, and from year to year thereafter unless either party notifies the other in accordance with State law that it wishes to modify or change the Agreement in any manner.

Section 19.1

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. This Agreement shall remain in full force and effect during such negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this,_____ day of _____, 2016.

EAST LYME BOARD OF EDUCATION

_____

By: Dr. Timothy Hagen
Board Chairman

_____

By: Jeffrey Newton, Ed.D.
Superintendent

UNITED PUBLIC SERVICE EMPLOYEES UNION

_____

By: Randolph Monk
Local President

_____

By: Kevin E. Boyle
UPSEU Representative

_____

By: Daniel G. Bonfiglio
Labor Relations Representative

APPENDIX A

SALARY SCHEDULE A
July 1, 2016
(2.50% GWI No Step)

Position	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodian	$19.28	$20.14	$20.87	$21.65	$22.50	$23.43
Head Custodian	$22.09	$23.04	$23.92	$24.82	$25.72	$26.62
Maintainer	$26.84	$27.95	$29.10	$30.27	$31.46	$32.77
Maintainer Assist	$23.63	$24.47	$25.33	$26.21	$27.01	$27.95
Grounds Keeper	$26.84	$27.95	$29.10	$30.27	$31.46	$32.77
Grounds Keeper Assist	$23.63	$24.47	$25.33	$26.21	$27.01	$27.95

SALARY SCHEDULE B
July 1, 2017
(2.40% GWI Plus Step)

Position	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodian	$19.76	$20.62	$21.37	$22.17	$23.04	$23.99
Head Custodian	$22.62	$23.59	$24.49	$25.42	$26.34	$27.26
Maintainer	$27.48	$28.62	$29.80	$31.00	$32.22	$33.56
Maintainer Assist	$24.20	$25.06	$25.94	$26.84	$27.66	$28.62
Grounds Keeper	$27.48	$28.62	$29.80	$31.00	$32.22	$33.56
Grounds Keeper Assist	$24.20	$25.06	$25.94	$26.84	$27.66	$28.62

SALARY SCHEDULE C
July 1, 2018
(2.30% GWI Plus Step)

Position	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodian	$20.21	$21.09	$21.86	$22.68	$23.57	$24.54
Head Custodian	$23.14	$24.13	$25.05	$26.00	$26.95	$27.89
Maintainer	$28.11	$29.28	$30.49	$31.71	$32.96	$34.33
Maintainer Assist	$24.76	$25.64	$26.54	$27.46	$28.30	$29.28
Grounds Keeper	$28.11	$29.28	$30.49	$31.71	$32.96	$34.33
Grounds Keeper Assist	$24.76	$25.64	$26.54	$27.46	$28.30	$29.28

APPENDIX A (Continued)

SALARY SCHEDULE D
July 1, 2019
(2.30% GWI Plus Step)

Position	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Custodian	$20.67	$21.58	$22.36	$23.20	$24.11	$25.10
Head Custodian	$23.67	$24.68	$25.63	$26.60	$27.57	$28.53
Maintainer	$28.76	$29.95	$31.19	$32.44	$33.72	$35.12
Maintainer Assist	$25.33	$26.23	$27.15	$28.09	$28.95	$29.95
Grounds Keeper	$28.76	$29.95	$31.19	$32.44	$33.72	$35.12
Grounds Keeper Assist	$25.33	$26.23	$27.15	$28.09	$28.95	$29.95

APPENDIX B

East Lyme Town and Board of Education - Custodians
Effective Date: 07-01-2016 through 06-30-2017
Aetna Choice™ POS II - ASC

PLAN DESIGN AND BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

PLAN FEATURES	PREFERRED CARE		NON-PREFERRED CARE	
Deductible (per plan year)	None	Individual	$300	Individual
	None	2 Person/Family	$600	2 Person/Family
Unless otherwise indicated, the out of network Deductible must be met prior to benefits being payable. Once the 2 Person/Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the plan year. An individual is considered as having met their deductible when they reach the individual deductible/payment limit and that amount will accrue toward the 2 Person/Family deductible total.				
Member Coinsurance Applies to all expenses unless otherwise stated.	Covered 100%		30%	
Payment Limit (per plan year)	None	Individual	$1,700	Individual
	None	2 Person/Family	$3,400	2.Person/Family
Certain member cost sharing elements may not apply toward the Payment Limit. Only those out-of pocket expenses resulting from the application of coinsurance percentage (except any deductibles, copays, and penalty amounts) may be used to satisfy the Payment Limit. Once the 2 Person/Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the plan year.				
Lifetime Maximum	Unlimited except where otherwise indicated.			
Primary Care Physician Selection	Optional		Not applicable	
Certification Requirements - Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $400 per occurrence.				
Referral Requirement	None		None	
PREVENTIVE CARE	**PREFERRED CARE**		**NON-PREFERRED CARE**	
Routine Adult Physical Exams/ Immunizations 1 exam every calendar year age 22 and over.	Covered 100%		30%; after deductible	
Routine Well Child Exams/Immunizations 7 exams in the first calendar year of life, 3 exams in the second calendar year of life, 3 exams in the third calendar year of life, 1 exam per calendar year thereafter through age 21.	Covered 100%		30%; after deductible	
Routine Gynecological Care Exams 1 routine exam every calendar year, includes routine tests and related lab fees	Covered 100%		30%; after deductible	
Routine Mammograms Recommended one baseline mammogram for covered females age 35 to 40. One mammogram per calendar year for covered females age 40 and older.	Covered 100%		30%; after deductible	
Women's Health	Covered 100%		30%; after deductible	

APPENDIX B (CONTINUED)

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
Routine Digital Rectal Exam / Prostate-specific Antigen Test Recommended for covered males age 40 and over	Covered 100%	30%; after deductible
Colorectal Cancer Screening For all members age 50 and over.	Covered 100%	30%; after deductible
Routine Eye Exams 1 routine exam per 24 months	$20 copay	30%; after deductible
Routine Hearing Exams 1 routine exam per 24 months	$20 copay	30%; after deductible
PHYSICIAN SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Office Visits to Non-Specialist	$20 copay	30% after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	$20 copay	30% after deductible
Pre-Natal Maternity	Covered 100%	30% after deductible
Allergy Testing and Therapy	$20 copay	30% after deductible
Allergy Injections (serum)	Covered 100%	30% after deductible
DIAGNOSTIC PROCEDURES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Diagnostic Laboratory	Covered 100%	30% after deductible
Diagnostic X-ray and Complex Imaging Services	Covered 100%	30% after deductible
EMERGENCY MEDICAL CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Urgent Care Provider (benefit availability may vary by location)	Covered 100%	30% after deductible
Emergency Room	Covered 100%	Covered 100%
Ambulance	Covered 100%	30% after deductible
HOSPITAL CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Inpatient Coverage	$200 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Inpatient Maternity Coverage	$200 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient Hospital Expenses and Surgery	Covered 100%	30% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
MENTAL HEALTH SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Inpatient	$200 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	$20 copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		

APPENDIX B (CONTINUED)

ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	$200 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	$20 copay	30% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
OTHER SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Convalescent Facility Limited to 180 days per plan year. The member cost sharing applies to all covered benefits incurring during a member's inpatient stay	Covered 100%	30% after deductible
Home Health Care Limited to 200 visits per plan year.	Covered 100%	30% after deductible
Hospice Care - Inpatient The member cost sharing applies to all covered benefits incurred during a member's inpatient stay	Covered 100%	30% after deductible
Hospice Care - Outpatient The member cost sharing applies to all covered benefits incurred during a member's outpatient visit	Covered 100%	30% after deductible
Outpatient Short-Term Rehabilitation Includes Chiro, Physical/ Occupational Therapy and Speech Therapy. Combined 50 visits max. per member per plan year.	Covered 100%	30% after deductible
Durable Medical Equipment	Covered 100%	30% after deductible
Diabetic Supplies -- (if not covered under Pharmacy benefit)	Covered 100%	30% after deductible
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	Covered 100%	30% after deductible
Transplants	Covered 100%	30% after deductible
Bariatric Surgery	$200 per confinement copay	30% after deductible
FAMILY PLANNING	**PREFERRED CARE**	**NON-PREFERRED CARE**
Infertility Treatment Diagnosis and treatment of the underlying medical condition.	Member cost sharing is based on the type of service performed and the place of service where it is rendered	30% after deductible
Voluntary Sterilization Including tubal ligation and vasectomy	Member cost sharing is based on the type of service performed and the place of service where it is rendered	30% after deductible
PHARMACY	**PREFERRED CARE**	**NON-PREFERRED CARE**
Retail	$10 copay for generic drugs; $20 copay for formulary brand-name drugs, and $35 copay for non-formulary brand-name drugs up to a 30 day supply at participating pharmacies.	30% coinsurance for up to a 30 day supply at non-participating pharmacies.
Mail Order	$20 copay for generic drugs, $40 copay for formulary brand-name drugs, and $70 copay for non-formulary brand-name drugs up to a 31-100 day supply from Aetna Rx Home Delivery®.	Not applicable

APPENDIX B (CONTINUED)

Annual Benefit Maximum (per calendar year) - $3,000	
Mandatory Generic (MG) - If the member requests brand when generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.	
Plan Includes: Contraceptive drugs and devices obtainable from a pharmacy, Oral fertility drugs, Diabetic supplies.	
Formulary Generic FDA-approved Women's Contraceptives covered 100% in network	
Precert for growth hormones included	
GENERAL PROVISIONS	
Dependents Eligibility	Spouse, children from birth to age 26
Pre-existing Conditions Exclusion	On effective date: Waived After effective date: Full Postponement

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents:
- Charges related to any eye surgery mainly to correct refractive errors;
- Cosmetic surgery, including breast reduction;
- Custodial care;
- Non-accident related Dental care and X-rays;
- Donor egg retrieval;
- Experimental and investigational procedures;
- Hearing aids; except as state mandated.
- Non-medically necessary services or supplies;
- Non-medical condition Orthotics;
- Over-the-counter medications and supplies;
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling;
- Weight control services including weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services and, therefore, cannot guarantee results or outcomes. Consult the plan documents (i.e. Group Insurance Certificate and/or Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitation relating to the plan. With the exception of Aetna Rx Home Delivery, all preferred providers and vendors are independent contractors in private practice and are neither employees nor agents of Aetna or its affiliates. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice.

Some benefits are subject to limitations or visit maximums. Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. When the member utilizes a non-preferred provider, Member must obtain the precertification. Precertification requirements may vary. Depending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available under plans with an open formulary or excluded from coverage unless a medical exception is obtained under plans that use a closed formulary.

Plans are administered by Aetna Life Insurance Company.

APPENDIX C

East Lyme Town and Board of Education - Custodians

Effective Date: 07-01-2017 through 06-30-2019

Aetna Choice™ POS II - ASC

PLAN DESIGN AND BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

PLAN FEATURES	PREFERRED CARE		NON-PREFERRED CARE	
Deductible (per plan year)	None	Individual	$600	Individual
	None	2 Person/Family	$1,200	2 Person/Family
Unless otherwise indicated, the out of network Deductible must be met prior to benefits being payable. Once the 2 Person/Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the plan year. An individual is considered as having met their deductible when they reach the individual deductible/payment limit and that amount will accrue toward the 2 Person/Family deductible total.				
Member Coinsurance	Covered 100%		30%	
Applies to all expenses unless otherwise stated.				
Payment Limit (per plan year)	$6,350	Individual	$2,000	Individual
	$12,700	2 Person/Family	$4,000	2 Person/Family
Certain member cost sharing elements may not apply toward the Payment Limit. Those out-of-pocket expenses resulting from the application of coinsurance percentage, deductibles, and copays (except any penalty amounts) may be used to satisfy the Payment Limit. Once the 2 Person/Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the plan year.				
Lifetime Maximum	Unlimited except where otherwise indicated.			
Primary Care Physician Selection	Optional		Not applicable	
Certification Requirements - Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $400 per occurrence.				
Referral Requirement	None		None	
PREVENTIVE CARE	PREFERRED CARE		NON-PREFERRED CARE	
Routine Adult Physical Exams/ Immunizations 1 exam every calendar year age 22 and over.	Covered 100%		30%; after deductible	
Routine Well Child Exams/Immunizations 7 exams in the first calendar year of life, 3 exams in the second calendar year of life, 3 exams in the third calendar year of life, 1 exam per calendar year thereafter through age 21.	Covered 100%		30%; after deductible	
Routine Gynecological Care Exams 1 routine exam every calendar year, includes routine tests and related lab fees	Covered 100%		30%; after deductible	
Routine Mammograms Recommended one baseline mammogram for covered females age 35 to 40. One mammogram per calendar year for covered females age 40 and older.	Covered 100%		30%; after deductible	
Women's Health	Covered 100%		30%; after deductible	

APPENDIX C (CONTINUED)

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
Routine Digital Rectal Exam / Prostate-specific Antigen Test Recommended for covered males age 40 and over	Covered 100%	30%; after deductible
Colorectal Cancer Screening For all members age 50 and over.	Covered 100%	30%; after deductible
Routine Eye Exams 1 routine exam per 24 months	$30 copay	30%; after deductible
Routine Hearing Exams 1 routine exam per 24 months	$30 copay	30%; after deductible
PHYSICIAN SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Office Visits to Non-Specialist	$30 copay	30% after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	$30 copay	30% after deductible
Pre-Natal Maternity	Covered 100%	30% after deductible
Allergy Testing and Therapy	$30 copay	30% after deductible
Allergy Injections (serum)	Covered 100%	30% after deductible
DIAGNOSTIC PROCEDURES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Diagnostic X-Ray and Laboratory	Covered 100%	30% after deductible
Complex Imaging Services	$75 copay	30% after deductible
EMERGENCY MEDICAL CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Urgent Care Provider (benefit availability may vary by location)	$150 copay	30% after deductible
Emergency Room	$150 copay	Covered 100%
Ambulance	Covered 100%	30% after deductible
HOSPITAL CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Inpatient Coverage	$500 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Inpatient Maternity Coverage	$500 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient Hospital Expenses and Surgery	$200 copay	30% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
MENTAL HEALTH SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Inpatient	$500 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	$30 copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		

APPENDIX C (CONTINUED)

ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	$500 per confinement copay	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	$30 copay	30% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
OTHER SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Convalescent Facility Limited to 180 days per plan year.	Covered 100%	30% after deductible
The member cost sharing applies to all covered benefits incurring during a member's inpatient stay		
Home Health Care Limited to 200 visits per plan year.	Covered 100%	30% after deductible
Hospice Care - Inpatient	Covered 100%	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Hospice Care - Outpatient	Covered 100%	30% after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
Outpatient Short-Term Rehabilitation	Covered 100%	30% after deductible
Includes Chiro, Physical/ Occupational Therapy and Speech Therapy. Combined 50 visits max. per member per plan year.		
Durable Medical Equipment	Covered 100%	30% after deductible
Diabetic Supplies -- (if not covered under Pharmacy benefit)	Covered 100%	30% after deductible
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	Covered 100%	30% after deductible
Transplants	Covered 100%.	30% after deductible.
Bariatric Surgery	$500 per confinement copay	30% after deductible
FAMILY PLANNING	**PREFERRED CARE**	**NON-PREFERRED CARE**
Infertility Treatment Diagnosis and treatment of the underlying medical condition.	Member cost sharing is based on the type of service performed and the place of service where it is rendered	30% after deductible
Voluntary Sterilization Including tubal ligation and vasectomy	Member cost sharing is based on the type of service performed and the place of service where it is rendered	30% after deductible
PHARMACY	**PREFERRED CARE**	**NON-PREFERRED CARE**
Retail	$5 copay for generic drugs, $35 copay for formulary brand-name drugs, and $60 copay for non-formulary brand-name drugs up to a 30 day supply at participating pharmacies.	30% coinsurance for up to a 30 day supply at non-participating pharmacies.

Mail Order	$10 copay for generic drugs, $70 copay for formulary brand-name drugs, and $120 copay for non-formulary brand-name drugs up to a 31-100 day supply from Aetna Rx Home Delivery®.	Not applicable

Annual Benefit Maximum (per calendar year) - $3,000

Mandatory Generic (MG) - If the member requests brand when generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price.

Plan Includes: Contraceptive drugs and devices obtainable from a pharmacy, Oral fertility drugs, Diabetic supplies.

Formulary Generic FDA-approved Women's Contraceptives covered 100% in network

Precert for growth hormones included

GENERAL PROVISIONS	
Dependents Eligibility	Spouse, children from birth to age 26
Pre-existing Conditions Exclusion	On effective date: Waived After effective date: Full Postponement

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

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- Charges related to any eye surgery mainly to correct refractive errors;
- Cosmetic surgery, including breast reduction;
- Custodial care;
- Non-accident related Dental care and X-rays;
- Donor egg retrieval;
- Experimental and investigational procedures;
- Hearing aids; except as state mandated
- Non-medically necessary services or supplies;
- Non-medical condition Orthotics;
- Over-the-counter medications and supplies;
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling;
- Weight control services including weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

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Some benefits are subject to limitations or visit maximums. Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital,

inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. When the member utilizes a non-preferred provider, Member must obtain the precertification. Precertification requirements may vary. Depending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available under plans with an open formulary or excluded from coverage unless a medical exception is obtained under plans that use a closed formulary.

Plans are administered by Aetna Life Insurance Company.

APPENDIX D

East Lyme Town and Board of Education - Custodians
HDHP
Effective Dates: 07-01-2017 through 06-30-2019
Aetna Choice™ POS II - ASC with HSA/HDHP
PLAN DESIGN AND BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

PLAN FEATURES	PREFERRED CARE		NON-PREFERRED CARE	
Deductible (per plan year)	$2,000	Individual	$2,000	Individual
	$4,000	Family	$4,000	Family

All covered expenses accumulate simultaneously toward both the preferred and non-preferred Deductible.
Unless otherwise indicated, the Deductible must be met prior to benefits being payable.
Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year.

Member Coinsurance	Covered 100%		20%	

Applies to all expenses unless otherwise stated.

Payment Limit (per plan year)	$3,000	Individual	$5,000	Individual
	$6,000	Family	$10,000	Family

All covered expenses accumulate simultaneously toward both the preferred and non-preferred Payment Limit.
Certain member cost sharing elements may not apply toward the Payment Limit.
Only those out-of pocket expenses resulting from the application of coinsurance percentage (except any deductibles, copays, and penalty amounts) may be used to satisfy the Payment Limit.
Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the calendar year.

Lifetime Maximum
Unlimited except where otherwise indicated.

Primary Care Physician Selection	Optional	Not applicable

Certification Requirements -
Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $400 per occurrence.

Referral Requirement	None	None
PREVENTIVE CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Routine Adult Physical Exams/ Immunizations	Covered 100%; deductible waived	20% after deductible
Routine Well Child Exams/Immunizations	Covered 100%; deductible waived	20% after deductible
Routine Gynecological Care Exams Included routine tests and related lab fees	Covered 100%; deductible waived	20% after deductible
Routine Mammograms	Covered 100%; deductible waived	20% after deductible
Women's Health	Covered 100%; deductible waived	20% after deductible
Routine Digital Rectal Exam / Prostate-specific Antigen Test	Covered 100%; deductible waived	20% after deductible

APPENDIX D (CONTINUED)

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
Colorectal Cancer Screening	Covered 100%; deductible waived	20% after deductible
Routine Eye Exams	Covered 100%; deductible waived	20% after deductible
Routine Hearing Screening	Covered 100%; deductible waived	20% after deductible
PHYSICIAN SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Office Visits to Non-Specialist	Covered 100%; after deductible	20% after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.		
Specialist Office Visits	Covered 100%; after deductible	20% after deductible
Office Visits for Surgery	Covered 100%; after deductible	20% after deductible
Allergy Testing and Therapy	Covered 100%; after deductible	20% after deductible
Allergy Injections (serum)	Covered 100%; after deductible	20% after deductible
DIAGNOSTIC PROCEDURES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Diagnostic Laboratory and X-ray	Covered 100%; after deductible	20% after deductible
Diagnostic X-ray for Complex Imaging Services	Covered 100%; after deductible	20% after deductible
EMERGENCY MEDICAL CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Urgent Care Provider (benefit availability may vary by location)	Covered 100%; after deductible	20% after deductible
Emergency Room	Covered 100%; after deductible	Covered 100%; after deductible
Ambulance	Covered 100%; after deductible	Covered 100%; after deductible
HOSPITAL CARE	**PREFERRED CARE**	**NON-PREFERRED CARE**
Inpatient Coverage	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Inpatient Maternity Coverage	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient Hospital Expenses and Surgery	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
MENTAL HEALTH SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Inpatient	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		

APPENDIX D (CONTINUED)

ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Outpatient	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all Covered Benefits incurred during a member's outpatient visit		
OTHER SERVICES	**PREFERRED CARE**	**NON-PREFERRED CARE**
Convalescent Facility	Covered 100%; after deductible	20% after deductible
Limited to 220 days per plan year. The member cost sharing applies to all covered benefits incurring during a member's inpatient stay		
Home Health Care	Covered 100%; after deductible	20% after deductible
Limited to 200 visits per calendar year.		
Hospice Care - Inpatient	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's inpatient stay		
Hospice Care - Outpatient	Covered 100%; after deductible	20% after deductible
The member cost sharing applies to all covered benefits incurred during a member's outpatient visit		
Outpatient Short-Term Rehabilitation	Covered 100%; after deductible	20% after deductible
Includes Chiro, Physical/ Occupational Therapy and Speech Therapy. Combined 50 visits max. per member per plan year.		
Durable Medical Equipment	Covered 100%; after deductible	20% after deductible
Diabetic Supplies -- (if not covered under Pharmacy benefit)	Covered 100%; after deductible	20% after deductible
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	Covered 100%; after deductible	20% after deductible
Transplants	100% after deductible. Preferred coverage is provided at an IOE contracted facility only; after deductible	20% Non-Preferred coverage is provided at a Non-IOE facility; after deductible
Bariatric Surgery	Covered 100%; after deductible	20% after deductible
FAMILY PLANNING	**PREFERRED CARE**	**NON-PREFERRED CARE**
Infertility Treatment	Covered 100%; after deductible	20% after deductible
Voluntary Sterilization Including tubal ligation and vasectomy	Covered 100%; after deductible	20% after deductible