

WORKING AGREEMENT

between

**CHESTER, DEEP RIVER, ESSEX AND REGIONAL SCHOOL DISTRICT NO. 4
BOARDS OF EDUCATION**

and

LOCAL 1303-098 of COUNCIL NO. 4

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

(CAFETERIA EMPLOYEES)

July 1, 2021 - June 30, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECOGNITION	1
2	UNION SECURITY	1
3	SENIORITY	2
4	HOURS OF WORK - OVERTIME & HOLIDAY PAY	5
5	HOLIDAYS	6
6	LEAVE	7
7	GRIEVANCE PROCEDURE	9
8	DISCIPLINARY ACTION	10
9	WAGES	11
10	SAFETY AND HEALTH	12
11	INSURANCE AND PENSION	12
12	SAVINGS CLAUSE	12
13	MANAGEMENT RIGHTS	13
14	UNIFORMS	13
15	DURATION	13
	SIGNATURES/DATES	14
APPENDIX A	PAYROLL DEDUCTION FORM	15
APPENDIX B	WAGE SCHEDULE	16
APPENDIX C	INSURANCE BENEFITS	17

WORKING AGREEMENT
Between
BOARD OF EDUCATION REGIONAL SCHOOL DISTRICT # 4
and
LOCAL 1303-098 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO

This Agreement is entered into by and between the Chester, Deep River, Essex and Regional School District #4 Boards of Education, hereinafter referred to as the “Employers” or “Boards” and Local 1303-098 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE 1
RECOGNITION

Section 1.0

The Employers recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees. Employees shall be defined to mean those employees employed by the Chester, Deep River, Essex and Regional School District No. 4 Cafeterias.

All Chester, Deep River, and Essex Boards of Education employees shall maintain years of service attained prior to July 1, 2010 for the purposes of seniority calculations.

ARTICLE 2
UNION SECURITY

Section 2.0

All employees in the bargaining unit as defined in Article 1 above may, from the date of their employment by their employing Board, become and remain members of the Union in accordance with the Constitution and By-Laws of the Union, during the term of this Agreement or extension thereof.

Section 2.1

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employers shall deduct from the employee’s pay, the first payroll of each month, such dues as the Union shall determine, which sum shall be paid to the Union. The Union agrees to hold the Employers harmless from all costs, liabilities and damages arising from application or enforcement of this Article.

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 Employers.

Section 2.3

Deductions as provided in Section 2.1 and 2.2 shall be remitted to the Council #4 Office of the Union no later than twenty (20) working days after such deductions have been made along with a list of employees and addresses from whom the deductions have been made.

Section 2.4

The employees agree, individually and collectively, that there shall be no strikes at any time during the term of this Agreement and/or during any extensions or renewals of this Agreement.

The Employers agree that there will be no lockout of any of their employees during the life of this Agreement and/or during any extensions or renewals of this Agreement.

Section 2.5

At least one 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 Employers shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time of hire. The Council #4 Office shall be supplied with five (5) signed contracts at the time of signing.

Section 2.7

Employees may be assigned in such manner to the Boards' facilities when deemed in the best interest of the Employers, provided that such transfers shall be made for the purpose of efficiency of the operation or conflicts of employees' personalities.

ARTICLE 3 **SENIORITY**

Section 3.0

The Employers shall prepare a list of employees showing their seniority in length of service for the Employers and deliver the same to the Union on December 1st of each year. Each Board shall maintain a seniority list. Unless the Union files a grievance concerning the list within twenty (20) working days of receipt of same, the list will be presumed to be correct for all purposes of this Contract, said grievances to be in writing. Upon completion of their probationary period, new employees shall be added to this list. Region 4 employees hired prior to July 1, 2009 shall head the seniority list. Employees of Chester, Deep River, and Essex hired prior to July 1, 2009 shall maintain all years of previous service for the purpose of seniority calculations.

Section 3.1

New employees shall serve a probationary period of ninety (90) working days, and shall not be subject to the just cause provision of the Agreement, and shall have no seniority rights nor any grievance rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.

Section 3.2

- A. All vacancies and new positions shall be posted for a period of seven (7) working days with email notification to the Union President, prior to any action taken by the Employers to fill such vacancies or new positions. Bargaining unit applicants shall be granted interviews and consideration prior to outside candidates. If the senior employee successfully bids for the vacancy or new position, the seven (7) working days shall be waived. Employees wishing to be considered for assignment to such vacancies or new positions may personally or through their steward submit their request to their supervisor. Employees requesting consideration and who are not selected for such assignment in accordance with the provisions of this Agreement may appeal the action through the grievance procedure up to the Superintendent of Schools level. Assignment of employees between all schools may be made by the Employers when it is deemed in the best interest of the Boards. During summer months, postings shall be emailed to the Union President of the local. The Union President will email the membership to provide notice of the postings.
- B. Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union President at the end of the posting period.

Section 3.3

All vacancies shall be filled within thirty (30) working days of the date of an employee vacating a position or of the establishment of a new position, or as soon as is reasonably practicable in the best interests of the Boards, provided qualified applicants are available.

- A. The person appointed to the vacancy or new position and the Union President should be notified in writing of the appointment.
- B. A person appointed to a vacancy or a new position that involves promotion shall serve a sixty (60) working day trial period in the new position. Employees who do not qualify may return to the prior position which they held.

Section 3.4

When an employee is retained in a vacancy or new position for a period of sixty (60) working days, then s/he shall be considered qualified and allocated to said position, if the position continues to exist; otherwise he or she shall return to his/her former position.

Section 3.5

Layoffs shall take effect as follows:

- A. Non-union cafeteria workers;
- B. Probationary employees;
- C. Within classifications, the employee with the least seniority first.
- D. The Superintendent shall give written notice to the Union and to all employees to be effected by any proposed layoff at least ten (10) working days before the effective date thereof.

Section 3.6

All bargaining unit employees subject to lay-off shall be entitled to be recalled under the terms of this provision for twelve (12) months from the date of layoff. Employees with the most seniority shall be rehired first, and no new employees shall be hired in these classifications until the above employees in those classifications have been given an opportunity to return to work. Five (5) working days written notification to the last known address shall be sufficient notification. If no reply is received within fifteen (15) working days after the mailing, then all of the provisions of this Section shall have been deemed complied with. Returning employees, under the provisions of this Section, must provide written notice of his or her intention to return to work within fifteen (15) working days.

- A. The provisions of Section 3.6 shall not apply to emergencies, the use of temporary help, or temporary replacements pending the return of any employee who has been recalled from a layoff.

Section 3.7

No student shall be used to replace laid-off cafeteria employees. The employment of such students under federal and/or state supplementary employment programs may be utilized but not to replace any cafeteria employees who have been laid off.

ARTICLE 4
HOURS OF WORK - OVERTIME & HOLIDAY PAY

Section 4.0

Full time employees shall be defined as working at least 25 hours per week. The regular work week shall be Monday through Friday.

Substitutes are only to be used to fill in for sick or vacationing bargaining unit members. If substitutes work more than 45 consecutive work days, then they shall become members of the bargaining unit.

Section 4.1

Time and one-half shall be paid for:

- A. All work actually performed in excess of eight hours each day and forty hours per week, except as provided in Section 4.5 of the Agreement.
- B. All work actually performed on Saturday as such.
- C. All work actually performed on Holidays plus regular Holiday pay.

Section 4.2

Double time shall be paid for:

All work actually performed on Sunday as such.

Section 4.3

- A. Overtime shall be distributed on the following basis:
 - 1. The Districts shall maintain a school-based seniority list
 - 2. Overtime opportunities shall be distributed equitably using the school-based seniority list beginning with the most senior member.
 - 3. Once a member has been selected from the list, whether the member avails themselves of the overtime opportunity or not, they shall be placed on the bottom of the rotating list.
 - 4. Nothing herein shall preclude the Director of Food Services from assigning overtime opportunities on a District-wide basis in the event that a school-based list has been exhausted. In such a case, the District-wide seniority list is on a rotating basis.
- B. The Union may request a list of overtime performed by employees no more often than once every three (3) months.

Section 4.4

An employee called to work outside his/her regularly scheduled working hours, i.e. emergency situations, etc., excluding scheduled overtime assignments, shall be paid a minimum of two (2) hours; pay shall be at the rate of one and one-half times regular hourly rate.

Section 4.5

All after hour's events and functions held at the schools which require cafeteria services will be first offered to Bargaining Unit employees. Bargaining Unit employees shall have the first right of acceptance or refusal. All events and functions held before or after regular school hours will be paid at the rate of 1½ times the normal rate.

Section 4.6

In the unforeseen event of delayed openings or early dismissals employees of the bargaining unit shall suffer no loss in wages. Employees are expected to report to work when there is a delayed opening as soon as conditions permit or they will not be compensated for the day but in no event later than when the school day starts.

Section 4.7

Employees shall not suffer any loss in wages due to single session days or adjusted school hours. Upon being called into work on ½ days by the Food Service Director, there shall be no loss of pay based on early dismissal or adjusted school hours.

ARTICLE 5
HOLIDAYS

Section 5.0

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

- | | |
|------------------------|----------------------------|
| New Year’s Day | Martin Luther King Jr. Day |
| Presidents’ Day | Good Friday |
| Memorial Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day |
| Day after Christmas | |

Section 5.1

- (a) Holidays falling on Saturday shall be celebrated on the preceding Friday. If school is in session on the Friday preceding the holiday, said holiday shall be celebrated on a date designated at the discretion of the Superintendent or his/her designee.
- (b) Holidays falling on Sunday shall be celebrated on the following Monday. If school is in session on the Monday following the holiday, said holiday shall be celebrated at a date designated at the discretion of the Superintendent or his/her designee.

Section 5.2

Whenever any of these holidays shall occur while an employee who has obtained a formal leave of absence for illness under Article 6 is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

Section 5.3

An employee shall not be paid for a holiday if she or he fails to report for work on the regularly scheduled workday prior to, or following, the holiday. This Section shall not apply if the employee is on authorized leave.

ARTICLE 6
LEAVE

Section 6.0 - Sick Leave

- (a) Each employee shall accumulate sick days at the rate of one and one-quarter (1 1/4) days per month.
- (b) If such sick leave is not used, it shall be accumulated to the employee's credit up to one hundred fifty (150)-days. Each employee shall be notified of his/her accumulated sick leave by letter, at the beginning of each calendar year.
- (c) Upon the death or retirement of any employee, after having been employed by the employer for a period of twelve (12) years, said employee shall be entitled to reimbursement at the rate of twenty-five dollars (\$25.00) per day for any accumulated sick leave after 50 days for a maximum of one thousand five hundred dollars (\$1,500.00).
- (d) For any absence or illness for more than three (3) consecutive workdays a physician's certificate shall be submitted to the Food Service Director upon return to work.
- (e) When calling in sick or unable to come to work, union members will call the "AESOP" System, and call or text the Food Service Director.
- (f) On an as needed basis, union members may donate up to ten (10) days of their accumulated sick days to a fellow union member who is suffering from a long term or terminal illness or disability, who has achieved permanent status and has exhausted his/her own sick leave.
- (g) Sick leave may be used in the following cases:
 - a) Personal illness or physical incapacity due to illness or disability.
 - b) Enforced quarantine of the employee in accordance with community health regulations.
 - c) Scheduled medical treatment for which arrangements cannot be made outside of working hours.
 - d) Illness in the immediate family (spouse, parent, child, sibling, grandparent or grandchild) of the employee or the employee's spouse or any other person who is domiciled in the employee's household.

Section 6.1 - Personal Leave

Each employee shall be permitted a maximum of three (3) school day in a contract year without loss of pay when absence from work is necessary and unavoidable for any of the following reasons:

- (a) illness in the immediate family (spouse, parent, child, sibling, grandparent or grandchild) of the employee or the employee's spouse or any other person who is domiciled in the employee's household;

- (b) formal religious observance of a holy day;
- (c) a legal transaction requiring employee's presence;
- (d) the marriage of the employee or as immediate family member (parent, child, sibling, grandparent or grandchild);
- (e) unforeseeable personal emergencies.

Personal leave days shall not accumulate from contract year to contract year. In the case of extenuating circumstances, the Superintendent may in a particular instance grant additional personal days.

Section 6.2 - Funeral Leave

Each employee shall be entitled to absence with full salary for a period of up to three (3) days for the death of a spouse, child or parents of the employee or any other member of the immediate family. Members of the immediate family include parents and grandparents, children, grandchildren, brothers, sisters, step-parents and step-children of the employee and the employee's spouse and any relative who resides in the employee's household. Upon application in writing, the Superintendent may, at his/her discretion, grant funeral leave for the death of people not enumerated in this Section.

Section 6.3 - Injury Leave

Injury leave, as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. Any employee absent due to an injury incurred in the performance of his/her duties shall be paid his/her regular weekly wage until such time as s/he receives worker's compensation checks, at which time s/he shall then receive only the difference between the amount of the compensation check and the compensation s/he received from the employer on the date of the injury. The employee shall reimburse the employer for any sum paid up to that date by virtue of the worker's compensation checks. Such differential and full weekly payment shall be made for a period not to exceed sixty (60) working days from the date of the accident.

Section 6.4 - No Absences

Any employee who has had no absences for a quarter (Sept. - Oct. - Nov.; Dec. - Jan. - Feb.; Mar. - April; May - June) may receive a day off with pay provided the number of sick days available to the employee is reduced by two and the particular day off is with the approval of the Director of Food Services.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 7.0

For the purpose of this Agreement, the term “grievance” means a complaint by an employee or the Union that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

Section 7.1

Any such grievance shall be settled in accordance with the following grievance procedure:

- A. Step-1 - The aggrieved employee and/or his/her Steward or Representative shall within fifteen (15) working days of the occurrence take up the grievance matter with the Director of Food Services in an effort to get the grievance resolved immediately.
- B. Step-2 - If the grievance is not settled in the first step, the grievance will be reduced to writing within seven (7) working days of the conference with the Director of Food Services and submitted to the Superintendent of Schools. 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 Union is not satisfied with the answer given by the Superintendent of Schools, the Union only may, within fifteen (15) working days of the answer from the Superintendent of Schools, elect to submit the grievance to the State Board of Mediation and Arbitration to be resolved. In the event arbitration takes place, the answer shall be final and binding. The arbitrator shall have no authority to make any decision that violates, adds to, subtracts from, modifies, or amends in any way the terms of this Agreement. Any costs arising from arbitration shall be borne equally by both parties.

Section 7.2

The Employers 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 7.1 - Steps A through C.

Section 7.3

Failure by the grievant to submit a grievance at Step 1 of the grievance procedure within fifteen (15) working days of the date of the event giving rise to the grievance shall constitute waiver of the grievance. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of the Boards at any level to respond to the grievance within the specified time limits shall allow the Union to proceed to the next step in the grievance procedure. Time limits may be extended by mutual agreement of the parties.

ARTICLE 8 **DISCIPLINARY ACTION**

Section 8.0

No employee shall be discharged or otherwise disciplined without just cause.

Section 8.1

Disciplinary actions shall normally follow this order:

- A. Verbal warning;
- B. Written warning;
- C. Suspension; and
- D. Discharge.

Certain infractions may require immediate suspension or discharge.

Section 8.2

Except in the case of employees in their probationary period, all disciplinary actions above may be subject to the grievance procedure.

ARTICLE 9 WAGES

Section 9.0

Wage scales and classifications shall be negotiated and made a part of this Agreement in Appendix B.

- (A) Union members may participate in courses offered by the School Nutrition Association of Connecticut in order to receive certification. Upon presenting proof of a valid certification from the School Nutrition Association of Connecticut, a member of the Union shall be eligible for a twenty-five cent (\$0.25) per hour differential if he/she is a General Cafeteria worker and completes Level 1 certification, or a forty-five cent (\$0.45) per hour differential if he/she is a Cafeteria Manager and completes Level 2 certification.

Section 9.1

Employees required temporarily to work in a higher classification for more than two (2) days continuously shall be paid at their step for the higher classification on the salary schedule for the remainder of the period that they are required to fill the higher classification position.

Section 9.2

Longevity shall be as follows:

- (A) Each employee with five (5) years of service or more shall receive longevity payments of one hundred fifty (\$150.00) dollars annually payable in a lump sum the first payroll period of the anniversary date of hire of each year.
- (B) Each employee with twelve (12) years of service or more shall receive a longevity

payment of three hundred (\$300.00) dollars annually payable in a lump sum the first payroll period of the anniversary date of hire of each year.

- (C) Each employee with twenty (20) years of service or more shall receive a longevity payment of four hundred (\$400.00) dollars annually payable in a lump sum the first payroll period of the anniversary date of hire of each year.

Section 9.3

All newly hired employees may start at Step 1 or Step 2, based upon their qualifications as determined by the Superintendent or his/her designee, on the wage scale in the applicable classification. For years in which step movement is negotiated, employees who are not at the top step will increase one step on July 1st.

Section 9.4

All employees shall be paid bi-weekly via direct deposit.

ARTICLE 10 **SAFETY AND HEALTH**

Section 10.0

A joint Safety Commission shall be formed by the Employer and one member of the Union and said Commission shall meet from time to time to review and recommend safety and health conditions in all schools.

ARTICLE 11 **INSURANCE AND PENSION**

Section 11.0

The Employers shall provide and pay for insurance benefits to all employees who are scheduled to work 25 hours or more and their dependents in accordance with the attached Appendix C.

Employees retiring after June 30, 2010 shall be given the opportunity to continue to participate in one of the Health Insurance Plans offered under this Agreement at the employees expense and at 100% of the Board's group rate up and until eligibility for Medicare. This option shall be offered to the employee one time only and must be elected as of the date of retirement. Such premiums shall be paid in advance by the retiree on a monthly basis. If the retiree fails to pay the monthly premium as required by the Board, the insurance shall be cancelled and shall not be renewable.

Section 11.1

All employees are covered under the provisions of the Connecticut Municipal Employees Retirement, Fund B.

ARTICLE 12
SAVINGS CLAUSE

Section 12.0

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the others.

ARTICLE 13
MANAGEMENT RIGHTS

Section 13.0

The management and the conduct of the business of the schools and the direction of the working force are the right of the Employers. The Employers shall have the right, subject to the terms herein contained, to hire and layoff employees, to classify, assign, transfer, and promote them, to discipline or discharge them for just cause, and in general, to maintain discipline, order, and efficiency in the schools. The Employers reserve the right to publish reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the schools, provided the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement. Such rules may include but not be limited to matters such as efficiency, productivity, evaluation and assignments.

ARTICLE 14
UNIFORMS

Uniforms will be provided to each employee consisting of five shirts/blouses and shall be returned by the employee within a week of the employee separation from employment. Employees are responsible for cleaning their uniforms. If uniforms get damage they shall be replaced by the employer. Aprons, hats and potholders shall be provided as needed.

ARTICLE 15
DURATION

Section 14.0

This Agreement shall become effective July 1, 2021, and shall remain in effect until June 30, 2022.

This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

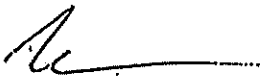
Either party wishing to extend, amend or modify such contract must notify the other party in

writing not less than one hundred and twenty (120) days prior to such expiration date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto on this _____ day of _____, 2022.

REGIONAL SCHOOL DISTRICT No. 4
BOARD OF EDUCATION

LOCAL 1303-098 OF COUNCIL #4
AFSCME, AFL-CIO



SIGNED: SUPERINTENDENT



SIGNED: PRESIDENT

Emily B. Lewis 3/31/22

SIGNED: STAFF REPRESENTATIVE

Chairperson, Chester Board of Education

David J. Ferguson
David J. Ferguson

Date 03/28/2022

Chairperson, Deep River Board of Education

Miriam Morrissey
Miriam Morrissey

Date *M.M.* 3/16/22

Chairperson, Essex Board of Education

Ken Scidman
Ken Scidman

Date 03/22/2022

Chairperson, Regional 4 Board of Education

Kate Sandmann
Kate Sandmann

Date *March 11, 2022*

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION:

BY: _____
(PLEASE PRINT) LAST NAME FIRST NAME MIDDLE

TO: _____
NAME OF EMPLOYER

Effective _____ I hereby authorize you to deduct from my earnings each
_____ a sufficient amount to provide for the regular payment of
the current rate of monthly union dues as certified by the Union. The amount deducted shall be
paid to the Treasurer of _____ of the American Federation
of _____

(Union Name & No.)

State, County and Municipal Employees. This authorization shall remain in effect in accordance
with the working Agreement or until termination of my employment.

Signature (Do Not Print)

Street Address (Print)

Telephone Number

City and State (Print)

Zip Code

APPENDIX B

School Manager/Head Cook/Baker

Step	2021-22
1	18.32
2	19.12
3	19.60

Assistant Cook/General Worker

Step	2021-22
1	15.86
2	16.29
3	16.51
4	17.19
5	17.62

There shall be step movement in 2021-22.

APPENDIX C: INSURANCE BENEFITS

The Board agrees to pay the amounts set forth in this section for the employee and his/her dependent under one of the two health insurance options set forth below, and for the dental insurance described below.

The Board may change any insurance carrier/administrator/plan described in this Agreement so long as the new insurance coverage provides an overall level of benefits that remains substantially equivalent to or better than the current insurance coverage. The “substantially equivalent to or better than” standard shall be applied on a program-wide analysis, and shall not be benefit specific.

At least sixty (60) days prior to changing insurance carriers, the Board or its designee shall notify the Union in writing. Upon request, the parties shall meet to discuss the proposed change. Should the Union and the Board disagree that the changes proposed would provide substantially equivalent coverage, when viewed in total; the disagreement shall be subject to impartial arbitration before a mutually agreeable member of the American Dispute Resolution Center. If the parties are not able to agree upon an arbitrator, then an arbitrator will be selected in accordance with the ADRC’s rules and procedures. The Board will not change to the new insurance carrier/administrator/plan until the arbitrator’s decision has been issued in writing.

Century Preferred PPO Plan

The Century Preferred PPO plan shall be modified to include the following components:

Office Visit Co-payment	\$25 (\$0 for preventive)
Specialist Co-payment	\$30
Urgent Care Co-payment	\$75
Emergency Room Co-payment	\$125
Hospitalization Co-payment	\$250
Outpatient Co-payment	\$250
<i>Prescription Coverage:</i>	
Retail	\$5/25/40 (for 30-day supply) (Public Sector Option 2)
Mail Order	2x retail co-payment for 90-day supply
Annual Maximum	\$2,000
Out of Network Deductible	\$250/500/750
Out of Network Coinsurance	80% co-insurance after deductible, subject to co-insurance maximum
Out of Network Coinsurance Maximum	\$700/1400/2100
Out of Network Out of Pocket Maximum	\$950/1900/2850
Out of Network Lifetime	\$1,000,000

Maximum	
---------	--

The Century Preferred PPO plan will include the unmarried dependent child rider to age twenty-six (26).

The following premium cost sharing provisions shall apply to employees electing the Century Preferred PPO plan during the term of this Agreement:

Employees shall pay a premium contribution equal to the difference between the PPO annual premium and the cost to the Board of the HSA annual premium (including the Board's cost toward the funding of the HSA annual deductible).

The Century Preferred PPO Plan shall not be available to employees hired after January 1, 2022.

A. HSA Plan

The Boards shall implement a HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	80% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$2,000/4,000	
Cost Share Maximum (individual/aggregate family)	\$4,000/8,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100% Coinsurance	80% co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	Treated as any other medical expense	

The employing Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The employing Board's contribution toward the HSA deductible will be deposited into the HSA accounts twice yearly, in July and January of each year, on the employing Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively

employed employees. The employing Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Boards will contribute fifty percent (50%) of the applicable HSA deductible amount in three (3) payments made annually on the Boards' payroll dates, as follows: July (50%), September (25%), and January (25%).

The following premium cost sharing provisions shall apply to employees electing the HSA plan during the term of this Agreement:

Effective and retroactive to July 1, 2021, employees shall contribute 17.5% of the cost of coverage under the HSA plan.

B. Dental Insurance

Subject to the employee contribution rates applicable to the above-referenced HSA Plan, the Board shall make available the Full Dental Plan with Rider A (Advanced Basic Benefits), attached hereto as Appendix A.

C. Vision Rider

Subject to the employee contribution rates applicable to the above-referenced HSA Plan, the Board shall make available the Vision Rider.

D. Section 125 Plan

The Board will make available a Section 125 Plan for payment of the following qualified expenses on a pre-tax basis, to the extent permitted by law:

- a. Insurance premium contribution;
- b. Dependent care assistance (\$5,000 maximum); and
- c. Supplemental medical expense reimbursement (\$2,000 maximum).

E. Life Insurance

The Boards shall provide life insurance in the amount of thirty thousand dollars (\$30,000).