

AGREEMENT
BETWEEN
THE PLAINFIELD BOARD OF EDUCATION
AND
LOCAL 1303-189 OF
CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO

July 1, 2020 - June 30, 2023

PARA-EDUCATORS

CONTRACT BETWEEN PLAINFIELD BOARD OF EDUCATION & LOCAL 1303-189, COUNCIL #4

This Agreement is made and entered into by and between the Plainfield Board of Education (hereinafter referred to as the "Board"), and Local 1303-189 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Section 1.1

The Plainfield Board of Education recognizes the Union as the exclusive bargaining representative for the Plainfield Association of Para-educators, which include the following types of para-educators in the school system: Instructional, Pupil, Library, Transportation, Courier and Monitor. Job Classifications: Twelve-month full-time, Ten-month full-time, Twelve-month part-time, Ten-month part-time. The Union shall represent them for the purposes of and with all the rights and privileges as provided by MERA 7-467.

ARTICLE II
BOARD RIGHTS

Section 2.1

It is recognized that the Plainfield Board of Education has and will continue to retain whether exercised or not, the sole and unquestioned right to direct the operation of the programs in the school district in all aspects including, but not limited to, the following:

To determine the type of work to be performed; to assign all work to employees; to determine shift schedules and hours of work; to decide the methods procedures and means of conducting the work; to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for cause; to promote, transfer and lay off employees. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement.

ARTICLE III
UNION RIGHTS

Section 3.1 – Union Dues

Employees in the bargaining unit may choose to voluntarily become a members of the Union by the thirtieth (30th) day following employment, the Board shall notify the Union of a new employees being

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hired in the bargaining unit. The sum that represents Union dues deduction shall be certified to the Board as constituting such by the day authorized by the financial officer of the Union.

Section 3.2 – Remittance

The Board agrees to forward to Council 4 a check for the amount deducted within ten (10) days of the end of each month. The Board shall include with the initial check a list of employees for whom such deductions were made. Whenever the number of employees who authorize a Union dues deduction, increase or decrease, the list shall be updated and forwarded to the Union.

Section 3.3 – Indemnification

The Union agrees to indemnify and to hold and to save the Board harmless against any and all claims, damages, suits and other forms of liability or costs including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this article.

Section 3.4 – Steward

The Union Steward shall be permitted to meet with supervisory personnel or the grievant concerning pending grievances at mutually acceptable times including regular work hours, provided work requirements permit as determined by the School Principal.

ARTICLE IV
WAGES

Section 4.1 – Wages

See Appendix A.

Section 4.2 -Pay for Work Out of Job Class

Whenever a para-educator is utilized to work in another job class, that employee shall receive the entry level pay of that job class or \$1 higher than their own pay rate whichever is the higher of the two rates of pay for all hours worked. This section excludes pay for certified positions.

Section 4.3 - Substitute Teacher

Any professional who is qualified by law to work as a substitute teacher, and is assigned by the administration to work as a substitute teacher for at least two (2) hours in any workday shall be paid \$1 per hour more for all hours worked that day.

Section 4.4 - Substitute List

Any para-educator who wishes to be considered for substitute assignments shall forward their name to Student Services.

Section 4.7 – Pay Periods and Direct Deposit

Full-time employees shall have the option to receive annual wages in twenty-six bi-weekly payments. All bargaining unit employees shall be paid through direct deposit payments.

ARTICLE V
WORK SCHEDULE

Section 5.1

Annual assignments for employees will be determined with the review of union leadership and notified to the employees no later than August 15th of each year. The Superintendent or his/her designee reserves the right to make adjustments to employee assignments for instructional support positions prior to October 1st of each year with a discussion with union leadership to address instructional or service needs. After that date, changes to employee assignments will follow a discussion with the bargaining unit president or designee and the affected employee. Furthermore, any adjustments to employee schedules may only be made after consultation with the bargaining unit president or designee, and the affected employee. Any adjustments made in this section will not be arbitrary or capricious.

Section 5.2

The Superintendent of Schools or his /her designee will determine the work schedule, including the hours of work each day. For individuals working transportation and pre-k positions, work days may be split into two separate shifts, separated by at least 1.5 hours in length. The standard work year for all para-educators will be not less than one hundred eighty (180) days. Work days in addition to the standard work year are listed in this article and other articles.

Section 5.3

Para-educators who work 5 hours or more per day shall be entitled to an unpaid one-half (1/2) hour duty free lunch at a time designated by the building Principal or the Superintendent of Schools or her/his designee.

Section 5.4

Para-educators typically will work six (6) or more hours per day. Their hours may change, as determined by the Superintendent or designee.

Twelve-month full-time employees shall work five (5) days each week, seven (7) or eight (8) hours per day, Monday through Friday.

Ten-month full-time employees shall work five (5) days each week, six (6) hours or more per day, Monday through Friday.

Twelve-month part-time employees shall work twenty-seven and half (27.5) hours or less per week.

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Ten-month part-time employees shall work twenty-seven and half (27.5) hours or less per week.

Section 5.5

Part-time employees who work more than twenty-seven and half (27.5) hours per week continuously for a twelve week cycle or more shall receive all benefits of regular full-time permanent para-educators for the remainder of the school year.

Section 5.6

The following position will be scheduled for workdays in addition to the standard work year:

Library para-educators (up to 5 FT) – 8 additional days to the instructional year

Additional workdays and duties commensurate with the position will be scheduled at the discretion of the school administrator between the close of the school year and the opening of the next school year.

Section 5.7

When there is a scheduled half day:

- A. Full-time para-educators may work their regularly scheduled hours or shall have the option to access personal time, floating holiday (if applicable) to supplement the lost hours on a half-day.
- B. Part-time para-educators will be provided the opportunity to work their daily hours within the scheduled school day.
- C. If the para-educator is not regularly scheduled during the half-day of operation, the para-educator will be allowed an unpaid leave for the lost hours.

All work will be assigned by the principal within the duties of a para-educator.

ARTICLE VI
PROFESSIONAL DEVELOPMENT

Section 6.1

Employees are required to attend four (4) professional development days in addition to the instructional-school year which are subject only to contractual absence due to illness or other unavoidable reason provided such reason is approved by the Superintendent. Professional development days shall consist of 5.5 hours paid and a ½ hour unpaid lunch.

Section 6.2 -Educational Workshops

Educational workshops which benefit employees in the performance of their duties shall be paid hours of attendance as long as the request is made in advance and approval is granted by the Superintendent of Schools or his/her designee.

ARTICLE VII
HOLIDAYS

Section 7.1

Ten-month full-time employees shall be entitled to the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
	Floating Holiday

Ten-month part-time employees shall be entitled to the following holidays with pay:

Good Friday	Thanksgiving Day
Labor Day	Christmas Day

All twelve-month employees shall be entitled to the following holidays with pay. Part-time twelve-month employees pay shall be prorated in accordance with hours of work:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
	Floating Holiday

Section 7.2

The above holidays shall be celebrated on the day declared by the federal or state government, or in lieu thereof, by the Board of Education, as the official day of celebration, and only when school is not in session.

Section 7.3

Floating holidays used pursuant to this section shall be used only on weekdays that are not otherwise designated as working days.

ARTICLE VIII
LEAVE PROVISIONS

Section 8.1-Sick Leave

All twelve-month employees shall be entitled to sick leave with pay up to fourteen (14) days per year. Unused sick days shall accumulate to eighty-five (85) days. The fourteen (14) annual days shall be added to the accumulated total available at the beginning of the contract year.

Each full-time ten-month employee shall be entitled to sick leave with pay up to ten (10) days per year. Unused sick days shall accumulate to eighty-five (85) days. The ten (10) annual days shall be added to the accumulated total available at the beginning of the contract year.

Part-time ten-month employees shall be entitled to sick leave with pay up to ten (10) days per year. Unused sick days shall accumulate to seventy (70) days. The ten (10) annual days shall be added to the accumulated total available at the beginning of the contract year.

The immediate supervisor may require any employee to bring in a notice from his/her physician documenting the illness or incapacity upon return to work.

Sick leave accumulates from the date of hire. Sick leave is pro-rated for a partial year of employment. In order to utilize paid sick leave, an employee must have completed his/her probationary period.

Up to five (5) of these sick days may be used for illness in the immediate family (defined as spouse, child, parent, or family member residing in the household).

Section 8.2-Personal Leave

Each full-time employee, with the permission of his/her immediate supervisor, may be granted with pay three (3) leave days per year which shall be used for necessary personal business only. Necessary personal leave shall be non-cumulative. Except in the case of an emergency, employees must request permission from their immediate supervisor to take such leave at least forty-eight (48) hours in advance.

Part-time employees may be granted up to two (2) personal days each year without accumulation.

Section 8.3-Jury Duty

If an employee is called upon to serve jury duty, he/she shall be compensated at his/her full pay during time missed from work less any compensation received for such jury duty. An attempt should be made to serve the duty on non-school days when possible.

Section 8.4-Bereavement Leave

Up to five (5) days will be granted all employees per death of a parent, spouse or child, and up to three (3) days for a grandchild, grandparent, brother/brother-in-law, sister/sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or member of the household.

Section 8.5-Maternity Leave

Maternity leave shall be provided in accordance with State Statutes. (See Appendix C) An extended leave of absence for childrearing may be granted by the Board upon application by the employee (father or mother). Said application must be made to the Board at least sixty (60) days prior to the estimated delivery date of the child. Such leave shall be without pay and shall not exceed one (1) year. The employee may continue his/her fringe benefits during such extended leave at his/her own expense. An extended leave of absence for childrearing may also be granted in cases of adoption. Employees granted this extended leave of absence will not accrue seniority while on the extended leave of absence.

Section 8.6 - Leaves of Absence

The Superintendent may grant leaves of absence without pay. Requests for such leave shall be made in writing to the Superintendent and shall include a statement of the reasons for the leave and length of leave requested. Except as provided in this paragraph, employees are not authorized for unpaid leave. Leaves taken without prior signed approval of the Superintendent will be unpaid and may be subject to discipline.

Section 8.7 - FMLA

Eligible para-educators shall be permitted to take FMLA qualifying leave as provided by Conn. Gen. Stat. Section 31-51rr, as it may be amended from time to time. This section is for informational purposes only.

Section 8.8-School Cancellation Days/ Delayed Start to School Days / Early Release Days

I. School Cancellation Days

- A. Full-time and part- time para-educators are not scheduled to work on school cancellation days since students will not be in attendance. A para-educator may not use personal time or vacation time to recover wages on a school cancellation day since an additional instructional day will be added to the school calendar.

II. Delayed Start to the School Days

- A. Full-time para-educators will be paid for their hours of service.
 - 1. Para-educators who arrive at the regularly scheduled time will be paid for the full day.
 - 2. Para-educators who arrive within the time delay may report the missed time as unpaid with no other penalty or they may credit personal or vacation time if available.
 - 3. Para-educators who arrive within the time delay may credit floating holiday if available. A para-educator who credits floating holiday time may not make up the missed time.
- B. Part-time para-educators may arrive at the regularly scheduled time to work their regularly scheduled hours.
 - 1. Part-time para-educators may arrive later within the delayed start time and work the additional time beyond their schedule to earn their full pay. The principal will assign duties for the additional time within the duties of a para-educator.
 - 2. Para-educators who arrive within the time delay may credit floating holiday if available. A para-educator who credits floating holiday time may not make up the missed time.

III. Early Release Days

- A. Full-time para-educators may use personal time, vacation or floating holiday time, if applicable, to supplement the lost hours.
- B. Part-time para-educators may use personal time, vacation or floating holiday time, if applicable, to supplement the lost hours, or;
- C. Part-time para-educators may request that the Principal identify additional hours and duties during the next two (2) successive school weeks to off-set the lost hours. A para-educator who uses floating holiday time may not be eligible for additional hours and duties to offset the lost hours.
- D. Part-time para-educators may request that the Principal identify additional hours and duties during the next two (2) successive school weeks to off-set the lost hours. A para-educator who uses floating holiday time may not be eligible for additional hours and duties to offset the lost hours.
- E. In the event that the Superintendent dismisses para-educator personnel early due to extreme weather conditions as determined by the Superintendent, para-educator personnel will suffer no loss of pay and will not be required to use accrued leave time.

Section 8.9 - Vacation Leave

All twelve-month employees are eligible for paid vacation based upon the following:

5 days paid leave after 1 year of service
10 days paid leave after 5 years of service
15 days paid leave after 10 years of service
20 days paid leave after 15 years of service

Section 8.10 – Summer Work

Summer positions shall first be offered to para-educators who are currently employed by the Board.

Section 8.11

Any full-time para-educator who is subsequently reduced to a part-time para-educator shall retain all of their leave accruals earned as a full-time para-educator for the purposes of this Article.

ARTICLE IX
SENIORITY

Section 9.1

Seniority shall be defined as an employee's length of continuous employment with the Plainfield Board of Education while in the bargaining unit.

Section 9.2

Seniority shall not be deemed broken by any authorized leave, whether such leave is with or without pay, although seniority will not accrue during unpaid leave. Seniority will not be broken and will accrue while an employee is receiving Worker's Compensation benefits.

Section 9.3

When a reduction in employment becomes necessary, layoffs shall occur in the following order: probationary employees first, then part-time employees working twenty- seven and half (27.5) hours or less per week, in order of inverse seniority, then all others in order of inverse seniority.

A bargaining unit member who is laid off shall have recall rights for a period of two years from the date of his/her lay-off. No new bargaining unit member shall be hired while a bargaining unit member possesses recall rights and is ready, willing and able to work. A bargaining unit member shall be notified of an opening within the bargaining unit by certified mail-sent to the employee's last known address. It shall be the employee's responsibility to notify the Superintendent of Schools of

his/her current address. An employee who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within five (5) working days after the mailing of the notice shall be deemed a refusal to accept re-employment. Returning employees must return to work within fourteen (14) calendar days from the date of the mailing of notification. The laid off employee with the most seniority within their respective class who responds to notifications shall be re-hired.

Section 9.4 -Vacancies

Vacancies of positions which are caused by death, retirement, discharge, resignation or the creation of a new position shall be filled pursuant to the following procedure:

- A. The vacant position (s) shall be adequately publicized within the system including a notice by posting in every school and by email to each member of the bargaining unit sent to the district email address of record. After five (5) working days, in the event that no qualified internal applicants are found, the position will be posted externally.
- B. Such notice of vacancy shall set forth the qualifications for the position, and shall indicate whether it is a single or multiple openings.
- C. Persons desiring to apply for such vacancies shall file their applications in writing with the Superintendent of Schools or designee within the time limit specified in the notice. Within thirty (30) days after a position is filled, the Board shall provide the Union with a list of bargaining unit applicants and the name of the person appointed to the position.
- D. Such position shall be filled on the basis of qualifications by the most senior qualified applicant.
- E. When a full-time opening is filled by a full-time employee, the BOE will allow one (1) re-posting of the opening caused by the transfer.

Section 9.5 -Seniority List

The Board shall prepare a list of bargaining unit employees showing their seniority in length of service with the Board and deliver same to the Union on December 1 of each year. New employees shall be added to this list upon completion of their probationary period. The Union shall be notified of all new hires with their address, start date and job classification.

Section 9.6 -Probation

During the probationary period, an employee is not eligible for any contractual benefits other than two (2) personal leave days and such unpaid bereavement leave as may be approved by the Superintendent.

Newly hired para-educators shall serve a probationary period of sixty (60) continuous work days which are actually worked by the employee. Such actual service shall be continuous, except it may be interrupted by up to four (4) days total for approved personal leave and/or approved unpaid

bereavement leave. In such circumstances, the employee's probationary period shall be extended by the number of days taken for approved leave (e.g. if an employee is approved for two (2) days personal leave plus two (2) days bereavement leave, the employee's probationary period shall consist of sixty-four (64) consecutive working days, of which the employee shall actually work sixty (60) days).

If an employee misses more than four (4) days total in his/her sixty (60) day probationary period, the employee shall lose his/her status as a probationary employee. During this period, the Board of Education can discipline probationary employees and those employees shall have no recourse to the grievance procedure. Such discipline may include termination of employment.

ARTICLE X **INSURANCE**

Section 10.1

Full-time employees in the bargaining unit shall be entitled to insurance coverage as provided on the effective date of this Agreement. Except as provided below, in order to be eligible for insurance coverage as a full-time employee under this Agreement, an employee must work a weekly schedule of greater than twenty-seven and one-half (27.5) hours per week. See Article 5.5

Section 10.2

In each case where the name of a particular company or plan has been used by the Board, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company with any specific plan. In each case, the Board is free to seek comparable coverages and benefits with other companies.

Section 10.3

The Board shall provide each full-time para-educator the following benefits. The Board of Education shall pay part of all insurance benefits set forth below in paragraphs A through C. Each para-educator who participates in these benefits is responsible for paying her/his share of such costs, as set forth below in paragraph D.

- A. The Board shall provide all eligible employees with group health insurance benefits pursuant to an agreement between the Board of Education and, currently, CIGNA ("Administrator"). Each year, each eligible employee may choose to participate in the health insurance plan for him/herself and eligible dependent.
 - 1. The plan which is currently being administered is known as the CIGNA Open Access Plus Program which includes:
 - (a) Twenty dollar (\$20) office co-pay.
 - (b) Five hundred dollar (\$500) hospital co-pay per admission.

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- (c) One hundred dollar (\$100) out-patient surgery co-pay.
 - (d) One hundred dollar (\$100) emergency room co-pay.
 - (e) Ten dollar [\$10] generic/twenty dollar [\$20] listed brand/thirty dollar [\$30] non-listed brand Managed Three Tier public sector prescription drug component, with an unlimited calendar year maximum.
 - (f) The details of this plan are set forth in Appendix A (for informational purposes only) and in the master description of benefits on file in the Superintendent's Office.
- B. Term Life Insurance for the para-educator shall be \$25,000 (Twenty-Five Thousand Dollars).
- C. Insurance carriers may be changed by the Board at any time provided the new insurance carrier provides similar benefit coverage. The details of the insurance plans are set forth in the master description of benefits on file in the Superintendent's office.
- D. 1. All employees shall share the cost of provided insurance benefits as follows:
- Board 80% and Employee 20%;
2. In order to receive insurance benefits, each eligible employee must execute a payroll deduction authorization allowing the Board of Education to deduct her/his share of the cost of provided insurance benefits from the employee's salary.
3. The Board shall maintain a Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, Plan to allow pre-tax payment of medical cost shares, as permitted by law. Subject to the provisions of the Code and the Plan, the Board shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the Board or required by law.

Insurance carriers may be changed by the Board of Education at any time provided that coverage is substantially equivalent to existing benefits.

Section 10.4

Upon retirement, employees who were hired before July 1, 2012 and served a minimum of ten years continuous employment in the Plainfield School System, and who retire from the Plainfield school system in the bargaining unit, will be allowed, along with their eligible family members, to remain as a member of the Plainfield Board of Education health insurance group. The premium will be paid totally by the individual. The coverage would include the current Board of Education medical policies minus the life insurance. To be eligible, the retiring employee must be acceptable to the current insurance carrier and must have attained 55 years of age. It is understood that participation is only permitted with the approval of the Board's current insurance carrier. Once a retired employee

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becomes eligible for Medicare benefits or any other government health insurance benefits, the Board's plan will supplement those benefits and will not constitute primary coverage.

Section 10.5

Any employee who was full-time and elected to receive health insurance benefits continuously for the contract years 2012-2013 through 2015-2016 and who, on or after July 1, 2016, is reduced from full-time to five and one-half (5.5) hours per day or more, shall remain entitled to continue enrollment in the Board's insurance plan as long as he/she works five and one-half hours (5.5) or more per week and remains continuously enrolled in the insurance program.

Upon honorable separation from service, all full-time para-educators who have been employed for ten (10) or more years in the Plainfield School System as full-time para-educators shall receive per diem payment for one-quarter (1/4) of their accumulated sick leave, with a maximum of thirty (30) days full pay. This benefit is not intended as a death benefit.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.1 -Definition

- A. A "grievance" is defined as a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one provision of this Agreement.
- B. A "grievant" is a member of the bargaining unit making a claim that a grievance has occurred to his/her detriment and may be filed by the union representative, thus making the representative the grievant.
- C. The term "days" means school days. During the summer "days" means calendar days.

Section 11.2- Time Limit for Filing Grievance

A grievance shall be deemed to be waived unless submitted at Step One (formal procedure) within twenty (20) days from the date the grievant knew or through reasonable diligence should have known of the cause of the grievance.

Section 11.3 - Procedures

- A. Informal A unit member with a grievance shall discuss it with the building principal involved with the object of resolving the matter informally.

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B. Formal

(1) Step One - Building Principal

If the grievant is not satisfied with the disposition of his/her problem or if the problem is not resolved through the informal procedure, he/she shall have the right to present the grievance to his/her building principal or area supervisor. The principal shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after submission of the grievance.

(2) Step Two - Director of Pupil Personnel/Assistant Superintendent

When the answer at Step One does not resolve the grievance, the grievance shall be submitted to the Director of Pupil Personnel by the Union representative and/or the grievant within seven (7) days of the previous response. Within seven (7) days of the receipt of the grievance, the Director of Pupil Personnel will meet with the Union representative and/or the grievant and will issue a decision within seven (7) days following such meeting.

(3) Step Three - Superintendent or Designee

When the answer at Step Two does not resolve the grievance, the grievance shall be submitted to the Superintendent of Schools by the Union representative and/or grievant within seven (7) days of the previous response. Within seven (7) days of the receipt of the grievance, the Superintendent or his designee will meet with the Union representative and/or grievant and will issue a decision within seven (7) days following such meeting.

(4) Step Four - Board of Education

If the grievance is not resolved at Step Three, the unit member or the Union representative may submit the grievance to the Board of Education within seven (7) days of the Step Three response. The Board of Education will hear the grievance within thirty (30) days of the submission of the grievance.

(5) Step Five - Arbitration

Within thirty (30) days after the Board's answer at Step Four, or if no meeting is held at Step Four, the Union, at its sole discretion, may submit the grievance to the State Board of Mediation and Arbitration. The parties shall share equally the costs of arbitration. The arbitrator shall have no power to add or subtract from this Agreement, and his award shall be binding on both parties.

Section 11.4 -Miscellaneous

- A. If the union or the grievant does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance may be automatically processed at the next step. Extensions may be afforded either party by mutual consent in writing if the union representative and the Superintendent agree.

ARTICLE XII
EMPLOYEE EXPENSE

Section 12.1 -Employee Expense

Employees who are authorized in advance by the Superintendent of Schools or his/her designee to use their own vehicles for school business shall be entitled to compensation according to established Board policy.

ARTICLE XIII
SAVINGS CLAUSE

Section 13.1

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 portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XIV
DURATION

Section 14.1

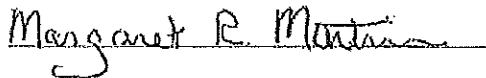
This Agreement shall be for three (3) year duration and shall be effective from July 1, 2020 to and including June 30, 2023.

**FOR THE PLAINFIELD BOARD
OF EDUCATION:**



Date: 10/08/2020

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



Date: 10/08/20

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



Date: October 9, 2020

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APPENDIX A

HOURLY WAGE SCHEDULE

<u>Step</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
1	15.00	15.00	15.15
2	16.00	16.00	16.15
3	17.00	17.00	17.15
4	19.55	18.00	18.15
5		20.00	20.15

If, as a result of the implementation of the new salary schedule, an employee's hourly rate is decreased, then the new hourly rate for the employee shall be applied prospectively.

Para-educators who are not "highly qualified" under Title I, No Child Left Behind, if there are any, will be paid one percent (1%) less than the salary schedule rate of pay applicable to them.

All summer work, professional development prior to and after the school day and any during the summer is at the rate of fifteen dollars (\$15) an hour.

APPENDIX B
FOR INFORMATIONAL PURPOSES ONLY

46a-60. Discriminatory employment practices prohibited

(a) It shall be a discriminatory practice in violation of this section:

(7) For an employer, by himself or his agent: (A) to terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (c) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employers circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position;

APPENDIX C
FOR INFORMATIONAL PURPOSES ONLY
PENSION NOTICE

All eligible included prior to July 1, 2015 in the Town Pension Plan remain in the plan. Employees not included in the Town Pension Plan prior to July 1, 2015 may participate in a defined contribution plan. Disputes regarding the Pension Plan are not grievable to the Board of Education and must be addressed to the Town of Plainfield and/or the Pension Board.

APPENDIX D
FOR INFORMATIONAL PURPOSES ONLY
SUMMARY OF MEDICAL BENEFITS

(For informational purposes only/Master contracts available at the Superintendent's Office)

This is a summary of benefits for your Open Access Plus plan. All deductibles and plan out-of-pocket maximums accumulate in one direction toward in-network unless otherwise noted. Plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between in- and out-of-network unless otherwise noted. Pharmacy plan deductibles, out-of-pocket maximums, co-pays and annual maximums do not integrate with the employer Medical program.

<p><i>CIGNA Health Care Benefit Summary</i> <i>Plainfield: Town & Board of Education</i> <i>Open Access Plus Co-pay Plan</i> <i>OAP4</i></p> <p><i>Updated 06/01/2010</i></p>
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<u>BENEFIT HIGHLIGHTS</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>Lifetime Maximum</u>	Unlimited	\$1,000,000
<u>Coinsurance Levels</u>	100%	80%
<p><u>Maximum Reimbursable Charge</u> <i>Determined based on the lesser of the provider's normal charge for a similar service or supply; or</i></p> <p>A percentage of a fee schedule developed by CIGNA that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.</p> <p>Note: In some cases, a Medicare based fee schedule will not be used and the Maximum Reimbursable charge for covered services is determined based on the lesser of:</p> <ul style="list-style-type: none"> the provider's normal charge for a similar service or supply; or the charges made by 80% of the providers of such service or supply in the geographic area where it is received as compiled in a database selected by CIGNA. Note: The provider may bill the member the difference between the provider's normal charge and the Maximum Reimbursable (large as determined by the benefit plan, in addition to applicable deductibles, copayments and 	Not applicable	200%
<u>Deductible Accumulators</u>	<u>One way accumulation</u>	
<p><u>Calendar Year Deductible</u> <i>Individual</i> <i>2 Member Family Maximum</i> <i>3+ Member Family Maximum</i> <i>Family Maximum Deductible Calculation</i></p>	<p>None None None Individual Deductible</p>	<p>\$200 per person \$400 per person \$500 per person Individual Deductible</p>

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<u>BENEFIT HIGHLIGHTS</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>Out-of-Pocket Maximum Accumulators</u>		
<u>Accumulation Between In-network and Out-of-Network OOP Maximum: One way accumulation</u>		
<u>Includes Deductible</u>	No	No
<u>Includes Copays</u>	No	No
<u>Does not apply to</u> Benefits for accident or sickness are paid at 100% of charges once an individual's out-of-pocket has been reached	<u>Non-compliance penalties, deductibles or copays.</u>	<u>Non-compliance penalties, deductibles, copays or charges in excess of Maximum Reimbursable Charge</u>
<u>Out-of-Pocket Maximum</u>		
<u>Individual</u>	None	\$800 per person
<u>2 Member Family Maximum</u>	None	\$1,600 per family
<u>3+ Member Family Maximum</u>	None	\$2,000 per family
<u>Family Maximum OOP Calculation</u>	<u>Individual OOP</u>	<u>Individual OOP</u>
<u>Automated Annual Reinstatement</u>	Not Applicable	
<u>Physician's Services</u>		
<u>Primary Care Physician's Office visit</u>	<u>No charge after \$20 PCP per office visit copay</u>	<u>80% after plan deductible</u>
<u>Specialty Care Physician's Office Visit'</u> <u>Office Visits</u> <u>Consultant and Referral Physician's Services</u> Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a	<u>No charge after \$20 Specialist per office visit copay</u>	<u>80% after plan deductible</u>
<u>Surgery Performed In the Physician's Office</u>	<u>No charge after \$20 per office visit copay</u>	<u>80% after plan deductible</u>
<u>Second Opinion Consultations (services will be provided on a voluntary basis)</u>	<u>No charge after \$20 per office visit copay</u>	<u>80% after plan deductible</u>
<u>Allergy Treatment/Injections</u>	<u>No charge (no copay for allergy injections)</u>	<u>80% after plan deductible</u>
<u>Allergy Serum (dispensed by the physician in the office)</u>	<u>No charge</u>	<u>80% after plan deductible</u>
<u>Preventive Care</u>		
<u>Routine Preventive Care for children through age 6 Unlimited maximum per calendar year (including immunization)</u>	<u>No charge</u>	<u>80% after plan deductible</u>
<u>Immunizations (includes those needed for travel)</u>	<u>No charge</u>	<u>80% after plan deductible</u>
<u>Routine Preventive Care for children and adults from age 7; Unlimited maximum per calendar year (including routine immunization)</u>	<u>No charge</u>	<u>80% after plan deductible</u>
<u>Immunizations includes those needed for travel</u>	<u>No charge</u>	<u>80% after plan deductible</u>
<u>Mammograms, PSA, Pap Smear</u> Note: Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	<u>100% if billed by an independent diagnostic facility or outpatient hospital.</u>	<u>80% after plan deductible</u>
<u>Preventive Care Hearing Screening — covered once every two years</u>	<u>No charge after \$20 per office visit copay</u>	<u>80% after plan deductible</u>

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BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<u>Inpatient Hospital - Facility Services</u>	\$500 per admission copay	80% after plan deductible
<u>Semi Private Room and Board</u>	Limited to semi-private room negotiated rate	Limited to semi-private room rate
<u>Private Room</u>	Limited to semi-private room negotiated rate	Limited to semi-private room rate
<u>Special Care Units ICU/CCU</u>	Limited to negotiated rate	Limited ICU/CCU daily room rate
<u>Outpatient Facility Services</u> <u>Operating Room, Recovery Room, Procedure Room, Treatment Room and Observation Room</u> <u>Note: Non-surgical treatment procedures are not subject to the facility copay.</u>	\$100 after visit copay	80% after plan deductible
<u>Inpatient Hospital Physician's Visits/ Consultations</u>	No charge	80% after plan deductible
<u>Inpatient Hospital Professional Services</u> <u>Surgeon</u> <u>Radiologist Pathologist</u> <u>Anesthesiologist</u>	No charge	80% after plan deductible
<u>Multiple Surgical Reduction</u>	Multiple surgeries performed during one operating session result in payment reduction of 50% of charges to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	
<u>Outpatient Professional Services</u> <u>Surgeon</u> <u>Radiologist Pathologist</u> <u>Anesthesiologist</u>	No charge	80% after plan deductible
<u>Emergency and Urgent Care Services</u> <u>Physician's Office</u>	No charge after \$20 per office visit copay	No charge after \$20 per office visit copay. No charge after \$20 per visit copay if only x-ray and lab services performed (except if not a true emergency, then 80% after plan deductible).
<u>Hospital Emergency Room</u>	\$100 per visit copay	\$100 per visit copay * (except if not a true emergency, then 80% after plan deductible)
<u>Outpatient Professional services (radiology, pathology and ER Physician)</u>	No charge (if the ER facility benefit is subject to 100% coinsurance and per visit copay)	No charge (if the ER facility benefit is subject to 100% coinsurance and per visit copay) (except if not a true emergency, then 80% after plan deductible)
<u>Urgent Care Facility or Outpatient Facility</u>	\$50 per visit copay*	\$50 per visit copay * (except if not a true emergency, then 80% after plan deductible)
<u>Ambulance</u>	No charge *waived if admitted	No charge (except if not a true emergency, then 80% after plan deductible) *waived if admitted
<u>Inpatient Services at Other Health Care Facilities Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities</u> <u>180 days combined maximum per calendar year</u>	No charge	80% after plan deductible
<u>Laboratory and Radiology Services (includes pre-admission testing)</u>		

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BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Physician's Office</i>	No charge after \$20 per visit copay	80% after plan deductible
<i>Outpatient Hospital Facility</i>	No charge	80% after plan deductible
<i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit)</i>	No charge (if ER/UC facility is covered at no charge and per visit copay)	No charge (if ER/UC facility is covered at no charge and per visit copay) (except if not a true emergency, then 80% after plan deductible)
<i>Independent X-ray and/or Lab facility</i>	No charge	80% after plan deductible
<i>Independent X-ray and/or Lab Facility in conjunction with an ER visit</i>	No charge (if ER facility is covered at no charge and per visit copay) *waived if admitted	No charge (if ER facility is covered at no charge and per visit copay) (except if not a true emergency, then 80% after plan deductible) *waived if admitted
<i>Advanced Radiological Imaging (i.e. MRI's, MRAs, CAT Scans and PET Scans, etc.)</i>		
<i>Inpatient Facility</i>	\$500 per admission copay	80% after plan deductible
<i>Outpatient Facility</i>	\$100 after visit copay	80% after plan deductible
<i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER visit)</i>	100%	100% (unless not a true emergency then 80% after scan deductible and plan deductible)
<i>Physician's Office</i>	100%	80% after plan deductible
Notes: Scans are subject to the applicable place of service coinsurance and plan deductible.		
<i>Outpatient Short-Term Rehabilitative Therapy and Chiropractic Care Services</i> Unlimited days combined maximum per calendar year Includes: Physical Therapy Speech Therapy Occupational Therapy Chiropractic Therapy (includes Chiropractors) Pulmonary Rehab Cognitive Therapy	No charge	80% after plan deductible
<i>Outpatient Cardiac Rehabilitation</i> Maximum: Up to 36 days per calendar year (maximum may vary based on individual member needs, not to exceed 36 days)	No charge	80% after plan deductible
<i>Other Therapy Services</i> Radiation Therapy: Chemotherapy for the treatment of Cancer Electroshock Therapy; Kidney Dialysis in a Hospital or free-standing dialysis center	If these services occur in an office setting, a \$20 copay will apply per visit. If they occur within a facility setting, then No charge.	80% after plan deductible
<i>Home Health Care</i> Unlimited days maximum per calendar year (includes outpatient private duty nursing when approved as medically necessary) Note: The maximum number of hours per day is limited to 16 hours. Multiple visits can occur in one day, with a visit defined as a period of 2 hours or less (e.g. maximum of 8 visits per day).	No charge	80% after plan deductible
<i>Hospice</i>		
<i>Inpatient Services</i>	No charge	80% after plan deductible
<i>Outpatient Services</i>	No charge	80% after plan deductible

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BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<u>Bereavement Counseling</u>		
<u>Services provided as part of Hospice Care</u>		
<u><i>Inpatient (same coinsurance level as Inpatient Hospice Facility)</i></u>	No charge	80% after plan deductible
<u><i>Outpatient (same coinsurance level as Outpatient Hospice)</i></u>	No charge	80% after plan deductible
<u>Services provided by Mental Health Professional</u>	Covered under Mental Health benefit	Covered under Mental health benefit
<u>Maternity Care Services</u>		
<u><i>Initial Visit to Confirm Pregnancy</i></u>	No charge after \$20 per office visit copay	80% after plan deductible
<u><i>Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).</i></u>		
<u><i>All Subsequent Prenatal Visits, Postnatal Visits, and Physician's Delivery Charges (i.e. global maternity fee)</i></u>	No charge	80% after plan deductible
<u><i>Office Visits in addition to the global maternity fee when performed by an OB or Specialist</i></u>	No charge after \$20 per office visit copay	80% after plan deductible
<u><i>Delivery — Facility (Inpatient Hospital, Birthing Center)</i></u>	100%	80% after plan deductible
<u>Abortion</u>		
<u><i>Includes elective and non-elective procedures</i></u>		
<u><i>Inpatient Facility</i></u>	\$500 per admission copay	80% after plan deductible
<u><i>Outpatient Surgical Facility</i></u>	\$100 after visit copay	80% after plan deductible
<u><i>Physician's Office</i></u>	No charge after \$20 per office visit copay	80% after plan deductible
<u><i>Outpatient Professional Services</i></u>	No charge	80% after plan deductible
<u><i>Inpatient Professional Services</i></u>	No charge	80% after plan deductible
<u>Family Planning Services</u>		
<u><i>Office Visits, Lab and Radiology Tests and Counseling</i></u>	No charge after \$20 per office visit copay	80% after plan deductible
<u><i>Surgical Sterilization Procedure for Vasectomy/ Tubal Ligation (excludes reversals)</i></u>	\$500 per admission copay	80% after plan deductible
<u><i>Inpatient Facility</i></u>		
<u><i>Outpatient Facility</i></u>	\$100 after visit copay	80% after plan deductible
<u><i>Inpatient Physician's Services</i></u>	No charge	80% after plan deductible
<u><i>Outpatient Physician's Services</i></u>	No charge	80% after plan deductible
<u><i>Physician's Office</i></u>	No charge after \$20 per office visit copay	80% after plan deductible
<u>Infertility Treatment</u>		
Coverage will be provided for the following services: <ul style="list-style-type: none"> • Testing and treatment services performed in connection with an underlying medical condition. • Testing performed specifically to determine the cause of infertility. • Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition). • Artificial Insemination, In-vitro, GIFT, ZIFT, etc.). 		
<u><i>Office Visit (Lab and Radiology Test, Counseling)</i></u>	No charge after \$20 per office visit copay.	80% after plan deductible
<u><i>Inpatient Facility</i></u>	\$500 per admission copay	80% after plan deductible
<u><i>Outpatient Facility</i></u>	\$100 after visit copay	80% after plan deductible
<u><i>Physician Services</i></u>	No charge	80% after plan deductible
<u>Unlimited dollar maximum per member</u> <u>Includes all related services billed with an infertility diagnosis (i.e. x-ray or lab services billed by an independent facility).</u>		

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<u>BENEFIT HIGHLIGHTS</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>Organ Transplant</u> <i>Includes all medically appropriate, non-experimental transplants. Unlimited Lifetime maximum.</i>		80% after plan deductible
<u>Inpatient Facility</u>	100% at Lifesource center after \$500 per admission copay	80% after plan deductible
<u>Physician's Services</u>	100% at Lifesource center	80% after plan deductible
<u>Travel Services Maximum-only available for Lifesource facilities</u>	\$10,000	Not covered
<u>Durable Medical Equipment</u> <i>Unlimited maximum per calendar year Includes diabetic equipment</i>	No charge	80% after plan deductible
<u>External Prosthetic Appliances</u> <i>Unlimited maximum per calendar year</i>	No charge	80% after plan deductible
<u>Ostomy Related Services</u>	No charge	80% after plan deductible
<u>Hearing Aids</u> <i>For Children age 12 and under with a maximum of \$1,000 per member per every 2 calendar years</i>	No charge	80% after plan deductible
<u>Wigs</u> <i>Up to \$350 maximum per member per calendar year</i>	No charge	100% no plan deductible
<u>Specialized Formula</u> <i>Dietary Supplements and Nutritional formulas are limited to infant formula needed for the treatment of inborn errors of metabolism, including PKU and Maple Syrup Disease.</i>	No charge	80% after plan deductible
<u>Dental Care</u> <i>Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.</i> <i>Oral Surgery -- extraction of partial or completely unerupted teeth</i>		
<u>Physician's Office</u>	No charge after \$20 per office visit copay	80% after plan deductible
<u>BENEFIT HIGHLIGHTS</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>Inpatient Facility</u>	\$500 per admission copay	80% after plan deductible
<u>Outpatient Surgical Facility</u>	\$100 after visit copay	80% after plan deductible
<u>Physician's Services</u>	No charge	80% after plan deductible
<u>TMJ - Surgical and Non-surgical</u>	Not Covered	Not Covered
<u>Bariatric Surgery</u> <ul style="list-style-type: none">• Provides coverage for obesity/bariatric surgery; subject to clinical guidelines for medical necessity.• Coverage for only clinically severe obesity as defined by body mass index parameters for National Heart, Lung and Blood Institute guidelines	100%	80% after plan deductible
<u>Routine Foot Disorders</u>	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.

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BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<u>Prescription Drugs</u> <u>CIGNA Pharmacy Plus Retail Drug Program</u> <u>Generic Push, Incentive Prescription Drug List</u> <u>Includes oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs</u>	<u>\$10 per 34 day supply for generic drugs</u> <u>\$20 per 34 day supply for preferred brand-name drugs</u>	80%
<u>CIGNA Tel-Drug Mail Order Drug Program</u> <u>Generic Push, Incentive Prescription Drug List</u> <u>Includes oral contraceptives and contraceptive devices; oral fertility drugs, diabetic supplies and drugs</u>	<u>\$10 per 100-day supply for generic drugs</u> <u>\$20 per 100-day supply for preferred brand-name drugs</u> <u>\$30 per 100-day supply for nonpreferred brand-name drugs</u>	In-network coverage only
<u>Specialty Pharmacy</u>		
<u>Clinical Program</u>	Prior authorization required on specialty medications and quantity limits may apply.	
<u>Medication Access Option</u>	Retail and/or Home Delivery	
<u>Mental Health/ Substance Abuse</u>	<u>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</u> <ul style="list-style-type: none"> Substance Abuse includes Alcohol and Drug Abuse services. Transition of Care benefits are provided for a 90-day time period. 	
<u>Mental Health</u> <u>Inpatient Mental Health</u> <u>Unlimited days combined maximum per calendar year</u>	<u>\$500 per admission copay, then 100%</u>	80% after plan deductible
<u>Outpatient Mental Health (Includes Individual, Group and Intensive Outpatient)</u> <u>Physician's Office</u> <u>Outpatient Facility</u> <u>Unlimited visit combined maximum per calendar year</u>	<u>No charge after \$20 per visit copay</u> <u>\$100 per admission copay, then 100%</u>	80% after plan deductible 80% after plan deductible
<u>Substance Abuse</u>		
<u>Inpatient Substance Abuse (Alcohol & Drug)</u> <u>Unlimited days combined maximum per calendar year</u>	<u>\$500 per admission copay, then 100%</u>	80% after plan deductible
<u>Outpatient Substance Abuse (Alcohol & Drug (Includes Individual, Group and Intensive Outpatient))</u> <u>Physician's Office</u> <u>Outpatient Facility</u> <u>Unlimited visit combined maximum per calendar year.</u>	<u>No charge after \$20 per visit copay</u> <u>\$100 per admission copay, then 100%</u>	80% after plan deductible 80% after plan deductible
<u>MH/SA Utilization Review & Case Management</u>	Inpatient and Outpatient Management (CAP)	
	<ul style="list-style-type: none"> CBH provides utilization review and case management for In-network and Out-of-network Inpatient Services and In-network Outpatient Management services. Includes Lifestyle Management Program (Stress Management, Tobacco Cessation and CIGNA's Healthy Steps to Weight Loss) 	
<u>Pre-existing Condition Limitation (PCL)</u>	No PCL applies	

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BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><u>Pre-Admission Certification - Continued Stay Review</u> <u>Personal Health Solutions</u></p> <p><u>*CIGNA's PAC/CSR is not necessary for Medicare Primary individuals</u></p> <p><u>Inpatient Pre-Admission Certification - Continued Stay Review (required for all inpatient admissions)</u></p>	<p><u>Coordinated by Provider/PCP</u></p>	<p><u>Mandatory: Employee is responsible for contacting CIGNA Healthcare.</u> <u>Penalties for noncompliance:</u></p> <ul style="list-style-type: none"> <u>• 50% penalty applied to hospital inpatient charges for failure to contact CIGNA Healthcare to precertify admission.</u> <u>• Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</u> <u>• Benefits are denied for any additional days not certified by CIGNA Healthcare.</u>
<p><u>Case Management</u></p>	<p><u>Coordinated by CIGNA Healthcare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost-effective care while maximizing the patient's quality of life.</u></p>	