

Area Cooperative Educational Services

and

**ACES Registered Behavior Technicians/Behavior Technicians
CSEA, Local 2001, Service Employees International Union, CTW**

July 1, 2023 - June 30, 2026

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The Area Cooperative Educational Services, hereinafter referred to as “ACES”, through its Governing Board, hereinafter referred to as the “Board”, and the ACES Non-Certified Employees, CSEA/SEIU, Local 2001, CTW hereinafter referred to as the “Union”, hereby agree as follows:

ARTICLE I - RECOGNITION AND OBLIGATION OF THE PARTIES

- A. The Area Cooperative Educational Services (hereinafter referred to as ACES, and/or the Board), hereby recognizes CSEA/SEIU, Local 2001. CTW (hereinafter referred to as the Union), as the sole and exclusive bargaining agent for all Registered Behavior Technicians I / Registered Behavior Technicians II / Behavior Technicians I / Behavior Technicians II working forty (40) or more hours per week, as per case number ME 33,444, decision number 5045, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment.

- B. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of ACES in all its aspects, including but not limited to the following:
 - 1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of ACES;
 - 2. To decide the need and type of facilities;
 - 3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus and other property in its control;
 - 4. To employ, assign, and transfer employees, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for the performance of work;
 - 5. To prescribe rules for the management studies, classification and discipline for ACES programs;
 - 6. And, in general, to control, supervise, and manage the operations of ACES and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operation, and from time to time, to change or abolish such policies, practices or procedures.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 2 - FULL AND COMPLETE AGREEMENT

- A. This Agreement contains the full and complete Agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.
- B. Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules or regulations or the adoption of new policies, rules or regulations.
- C. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE 3 - UNION COMMUNICATIONS

- A. Adequate bulletin board space in each building where bargaining unit members work and ACES has control of the premises shall be reserved for the exclusive use of the official bargaining agent for the posting of official bargaining agent notices or announcements. No derogatory material may be posted on such bulletin board space. Copies of any notice to be posted shall be submitted to the building administrator. Designated union officials may utilize interoffice mail for delivery of union material between buildings.
- B. One designated bargaining unit member per building, designated each year by the Chapter President, may use the electronic mail system for union business on designated non-work time only. No material derogatory of the agency or any person may be communicated through the electronic mail system. ACES reserves the right to withdraw the privilege of the use of the electronic system for union business should any bargaining member abuse this privilege.
- C. The Chapter President shall have access to the telephone and facsimile machine in their building for sending and receiving union related document on designated non-work time only. The president shall only be allowed use of said devices as long as such use does not interfere with ACES operations. These devices are not to be used for material political in nature or derogatory of any person. The union shall pay for all long-distance charges on a timely basis. ACES reserves the right to withdraw this privilege should ACES decide that its use by the union becomes burdensome to the operations of ACES.
- D. ACES shall post the approved Agreement on the ACES intranet (SharePoint).
- E. ACES shall provide a full list of bargaining unit members to the Union (the Chapter President and Staff Representative) in electronic (preferably excel) format, on a quarterly basis. Such list shall include: names, job title, department, and work location of any newly hired employees and any employees who have made application for or otherwise gave formal notice of retirement and any employee who as separated employment from ACES (terminations).

- F. During the orientation period, ACES will make arrangements for bargaining officers to meet with new hires at bi-monthly orientations. After newly hired member completes the probationary period, the union will provide the member with a welcome packet.

ARTICLE 4 - USE OF BUILDINGS

- A. The Union may call meetings in each building after school whenever such meetings do not conflict with other scheduled activities or programs and do not interfere with the employee's work schedule. The Union shall leave the premises in the same condition in which they were found. The Union shall seek prior approval from the Executive Director before using such facilities.

ARTICLE 5 - PROBATIONARY PERIOD

- A. All newly hired employees shall be required to complete a probationary period of sixty (60) working days (excluding sick days and other leave days). During such probationary period, the employee shall have no recourse to the grievance procedure. The Executive Director, at their sole discretion, may terminate an employee during this probationary period. The above shall not apply to current bargaining unit members who are transferred.
- B. Upon successful completion of the probationary period, seniority shall revert back to the original date of hire.
- C. Employees who are hired as permanent substitutes, and subsequently become permanent employees in the same classification for which they were substitutes, with no break in service, shall have all time spent as such a substitute credited towards their probationary period.
- D. The Chapter President shall be notified when employees complete their probationary period.
- E. Probationary employees are not entitled to personal leaves (Article 9), vacation time (Article 13), long-term leave (Article 20) or health benefits (Article 11).

ARTICLE 6 - VACANCIES AND TRANSFERS

- A. All vacancies shall be posted on all bulletin boards as described in Article III simultaneously with outside advertising for a period of five (5) working days prior to filling such vacancies or new positions. Notices of vacancies, along with an explanation of why the vacancy has occurred will be sent to the Chapter President at the time of posting. The Executive Director may fill such vacancies or new positions before posting or prior to the end of the posting period on a temporary basis. The Executive Director, or designee, may fill such vacancies or new positions based on their assessment of the needs of the students and what is in the best interest of the district.

- B. Bargaining unit employees wishing to be considered for such assignment shall submit an application in writing. First preference shall be given to bargaining unit members so long as they are qualified to do the work in the opinion of the Executive Director. If, in the sole determination of the Executive Director, two (2) or more candidates possess substantially equal qualifications, then the candidate with the most seniority in ACES shall be given first consideration for the position. In exercising the judgment required in this Article, the Executive Director shall not act arbitrarily or capriciously.
- C. A vacancy occurs only upon the creation of a new position or upon the death, retirement, resignation, or discharge of an employee when the position held by that employee is not eliminated.
- D. ACES shall determine the appropriate time period in which to fill vacancies.
- E. The transfer of an employee within ACES is a responsibility of and within the discretion of the Executive Director or designee.
- F. The Chapter President shall be notified of all program transfers and appointments to fill vacancies.

ARTICLE 7 - SENIORITY AND LAYOFFS

- A. Should it become necessary to lay off staff, the least senior staff member within the bargaining unit and staff groupings will be laid off first. Seniority at ACES shall be defined as follows:
 - 1. Seniority shall be defined as an employee's length of continuous service with ACES (including time spent as a permanent substitute). If the date of hire of two or more affected employees is the same, the tie will be decided by the flip of a coin.
 - 2. Seniority shall accrue during time spent on the following approved leaves:
 - a) Approved sick or injury leave (job related and non job related) of one year or less.
 - b) Military leave.
 - c) Jury duty leave.
 - 3. Seniority shall not accrue but shall be bridged in the following cases:
 - a) Approved sick or injury leave (job related and non-job related) exceeding one year.
 - b) Approved leaves of absence without pay.
 - c) Layoffs that do not exceed the period of recall rights as defined in Section E.

4. Seniority shall be terminated by the following:
 - a) Resignation. (An employee shall give at least two (2) weeks notice before leaving the employ of ACES, unless otherwise mutually agreed upon.)
 - b) Retirement.
 - c) Discharge for cause.
 - d) Failure to return from a leave of absence or layoff.
 - e) Layoffs exceeding the period of recall rights as defined in Section E.
 - f) Abandonment of employment duties.

B. Layoffs

1. In the event of a reduction in force, temporary employees, such as permanent substitutes, and probationary employees shall be laid off first. Thereafter, employees holding the positions (as defined by classification within a program) affected shall be laid off by seniority, with the least senior employee in the position being laid off first. Employees to be laid off shall receive at least two weeks notice or pay in lieu thereof. A copy of the notice shall be sent to the Chapter President. As soon as the Executive Director is aware that an employee's contract is not to be renewed for the following school year, they will so notify said employee and the Chapter President. The employee shall receive a pink slip on the last day of work or with notification of non-renewal (layoff) should such notification occur after the last day of work.
2. ACES shall notify the Chapter President of any changes in programs, either additions or eliminations that occur throughout the life of the contract. Program groupings are designated by distinct budget units as annually set by the Board. Currently these units are as follows: Whitney Academy, Whitney High North, Mill Road Elementary (inclusive of urban youth), Mill Academy (inclusive of ASPIRE), Village (inclusive of EIBI), Wintergreen Magnet, ACES at Chase, Educational Center for the Arts, West Haven Collaborative, Clinical Services, the Autism Center (SAILS), ACES at Mead (Ansonia), ACES at Ansonia Middle School, ACES at Bridge and REGIONS.
3. Staff groupings consist of the following:
 - Registered Behavior Technicians II
 - Registered Behavior Technicians I
 - Behavior Technicians II
 - Behavior Technicians I

The above staff groupings are the classifications of employees for purposes of “bumping” as described subsequently in this article.

C. Bumping

An employee whose position in a program grouping as defined above whose position has been eliminated shall have the right to bump the least senior employee in the same bargaining unit and classification. The least senior employee in the classification and bargaining unit who is displaced may then bump the least senior employee in a lower classification in the same bargaining unit provided said least senior employee is less senior than the displacing employee and the displacing employee is qualified to perform the work of the new position.

The order of classifications for the purposes of bumping is:

Registered Behavior Technicians II
Registered Behavior Technicians I
Behavior Technicians II
Behavior Technicians I

There shall be downward bumping according to the aforementioned order. Each employee may bump into the next lower category, unless there are no positions in that category for which the employee is qualified. The employee may then proceed to the next category where positions exist with less seniority than their own and for which they are qualified.

When a staff member exhausts all displacement opportunities within their bargaining unit, then said staff member may be able to displace a less senior staff member in another program in accordance with the above noted bumping procedure first within classification and then outside of classification. Bumping as noted above shall be subject to a seniority override option by the Executive Director. The Executive Director may override seniority if the following conditions exist:

1. The override option will insure optimum staffing, vis a vis, student/program needs;
2. The junior staff member possesses unique characteristics for the program;
3. To implement a seniority override, the Executive Director shall demonstrate that the staff members retained in the program possess unique and superior qualifications and such unique and superior qualifications are communicated in writing to those having their seniority overridden, with a copy to the union President.
4. The decision of the Executive Director to modify the strict application of seniority shall be subject to binding arbitration in accordance with the rules of the American Arbitration Association except as such rules may be inconsistent with any of the terms of this contract.

5. The standard by which the decision of the Executive Director shall be judged is whether the decision is reasonable. A decision that is reasonable shall be upheld.

D. Implementation of Layoff Procedure

1. The Executive Director initially determines whether elimination of positions and consequent termination of employees (layoffs) are necessary.
2. Within a reasonable time after making this determination, the Executive Director will meet with the Chapter President and disclose the number of positions and the names of the positions that they will recommend be eliminated.
3. The Executive Director will then obtain authority from the Board of Governors to eliminate positions and layoff staff. The Executive Director shall notify the Chapter President if there is any change to their recommendation by the Board of Governors regarding the number of positions to be eliminated and the number of staff to be laid off.
4. After obtaining appropriate authority, the Executive Director shall meet with Union representatives to discuss who will receive layoff notices and the impact of same.
5. Layoff notices will then be issued.
6. ACES will then allow the employee five (5) work days from the date of receipt of said notice to inform the Executive Director of their intention to exercise bumping rights in accordance with Article 7 of the collective bargaining agreement. Failure to respond within five (5) workdays shall be deemed a waiver of bumping rights.
7. Once bumping rights have been determined, the Executive Director will make determinations regarding "the seniority override" provision of the collective bargaining agreement and send notices to the appropriate individuals, including the Chapter President.
8. If the Union disputes any seniority override, a grievance must be filed within ten (10) workdays of the receipt of a notice of layoff termination due to seniority override. Failure to file a written grievance with the Executive Director within the ten (10) day period shall be deemed a waiver of any objection to the layoff. Grievances under this section may only be brought to object to a seniority override in accordance with Sections C.4 and C.5 under Article 7.

E. Recall

Permanent employees who are separated from service through no fault of their own shall be placed on a re-employment list according to classification and in the order of seniority. Each individual so terminated shall remain on the list for twelve (12) months from the date of termination. If an individual notifies the Executive Director in writing prior to the expiration of said twelve (12) month period that they wish to remain on the list for an additional twelve (12) month period, such individual will remain on the list for a total of twenty-four (24) months. It is the responsibility of each individual on the re-employment list to advise the Executive Director, in writing, of any change in address. If a position within a particular program (budget unit) becomes available, the Executive Director shall offer the position to the individual with the most seniority on the list who is properly qualified for the position, except that the employee shall not be recalled to a higher classification than they had been formerly employed without the written approval of the Executive Director. The Executive Director's recall decision is subject to the grievance procedure. Such offer shall be made in writing, by certified mail, to the individual at the address of the individual on file with the Executive Director. The individual shall have five (5) working days from the date of mailing of such notice to accept the position. The Chapter President shall be notified of all recalls.

Employees recalled from layoff will return to same salary step from which they left at the time of layoff if they worked less than one-half (1/2) (six months for twelve month employees; five months for ten month employees) of the year in which they were laid off. Employees who worked one-half (1/2) of the year or more will return to the next highest step from that which they left.

An employee may be recalled to a program other than the one in which they were employed provided they are capable of doing the job as determined by the Executive Director.

F. The Chapter President shall be notified of all bumping and layoffs.

ARTICLE 8 - INJURY LEAVE

- A. Whenever an employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of their employment, they shall be paid their full salary from the date of said injury until such time as they are able to return to work or reaches the point of maximum recovery, whichever comes first. In no event shall such payment for injury leave exceed forty(40) work days. After forty (40) work days, but not beyond the point of maximum recovery, an employee may utilize their sick leave to a maximum of forty (40) days to make up the difference between worker's compensation and their full pay, but only for those days occurring during the employee's regular work period. An employee shall be paid under this Article after signing a release for their Workers Compensation for lost wages to be paid to ACES. If the employee does not sign the release they shall receive their Workers Compensation but no supplemental pay

from ACES. All Workers' Compensation checks received for lost wages at any time during the fiscal year are subject to this release.

- B. Bargaining unit members whose injuries have been accepted as compensable under Worker's Compensation guidelines may return to "Light Duty" work if they have been released by the treating physician to do so, and the administration determines such "Light Duty" work is available. Such employees must be able to do a substantial part of their normal jobs, with limitations set by agreement of the treating physician and ACES.
- C. An employee who is absent from work as a result of personal injury caused by an accident arising out of and in the course of their employment shall be deemed to be on approved leave until the employee reaches maximum medical improvement. During the period the employee is on said leave the employee shall update the employer at least quarterly on their medical status, along with sufficient supporting medical documentation. Employees who are eligible to return to work shall report to work within five (5) working days of notice from the employer.

ARTICLE 9 - PERSONAL LEAVE DAYS

- A. Up to two (2) personal days will be available each year to conduct necessary personal business that cannot be conducted outside of the workday or year. A ten (10) month employee hired after February 1 shall be given one (1) personal day for the remainder of the school year. These days will not accrue annually. Paid personal days may not be taken during an employee's probationary period.
- B. Personal days shall not be used to extend a holiday. Anyone wishing to use a personal day immediately prior to or immediately following a holiday, wishes to use two (2) consecutive personal days, or wishes to use a personal day on or after May 1 must submit a written request to the human capital development office and a copy to their immediate supervisor stating the specific reasons for the request. The Director of Human Capital Development may approve the request if they determine that the days are needed for necessary, personal business and are not being used to extend a holiday. Requests for personal days taken on or after May 1 may be approved by the Director of Human Capital Development to conduct necessary personal business that cannot be conducted outside of the workday or work year.
- C. A minimum of ninety six (96) hours advanced notice to the staff members coordinator is required except in cases of emergency, to be granted a personal day. Employees are not required to indicate the detailed reason for personal day usage, except as noted in B. above.
- D. If there is an emergency situation and ninety six (96) hour prior notice is not possible, the employee must indicate that it is an emergency to their coordinator, as soon as possible.
- E. Personal days may be taken in hourly increments.

- F. If a snow day occurs on a personal or sick day previously scheduled by a ten (10) month employee, the employee will not be considered to have used a personal or sick day.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level in the least amount of time, and with a positive atmosphere, equitable solutions to problems which may arise in the interpretation and application of this agreement. The parties agree that the grievance procedure shall be as confidential as is appropriate.

B. Definition

1. "Grievance" shall mean a violation of a specific term or terms of this contract to the detriment of an employee or a group of employees. Grievance shall also mean a violation of ACES policies involving mandatory subjects of bargaining. Such policy grievances may only proceed to the ACES "Board" or a committee thereof for final resolution and are not subject to the arbitration provision of this grievance procedure.
2. "Grievant" shall mean any member or members of the bargaining unit. Anyone who has been a part of a group grievance may not file as an individual on the same issue.
3. "Days" shall mean days when school is in session, except after May 1st, when days shall mean business days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

C. Time Limits

1. The number of days indicated at each level of this procedure will be considered as a maximum. The time limit specified may, however, be extended by written agreement of the Union and the appropriate administrator, except that the time limit for the formal filing of a grievance, as noted below, may not be extended by either party.
2. If an employee does not file a grievance in writing within twenty five (25) days after they knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. 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.

4. Failure by any administrator to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.
5. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.
6. The time limits specified at any step of the formal procedure may be extended in any particular instance by written agreement between the Supervisor and the grievant, except as specified in Section C.2. above.

D. Informal Procedure

1. If an employee feels that they may have a grievance, they shall first discuss the matter with their immediate supervisor or other appropriate administrator in an effort to resolve the problem informally. The informal procedure shall be a mandatory phase of the grievance procedure.
2. If the employee is not satisfied with the disposition of the matter, they shall have the right to have the Union assist them in instituting a formal grievance.
3. If the problem is not resolved, the employee may institute formal procedures.

E. Formal Procedure

1. Level One Immediate Supervisor or other Appropriate Supervisor
 - a) The grievant may file a written formal grievance with the immediate supervisor or other appropriate supervisor which shall specify the term or terms of the contract that the grievant believes had been breached and a proposed remedy.
 - b) The immediate supervisor or other appropriate supervisor may hold a meeting with the grievant prior to making a decision.
 - c) The immediate supervisor or other appropriate supervisor shall, within five (5) days of the written submission of grievance, render a decision and reasons in writing to the grievant.
2. Level Two Executive Director
 - a) If the grievant is not satisfied with the disposition of the grievance at Level One, they may, within five (5) days after the decision, file a grievance with the Executive Director.
 - b) The Executive Director may meet with the grievant prior to making a decision.

- c) The Executive Director shall, within ten (10) days after the filing of the grievance, render a decision and the reasons in writing to the grievant.

3. Level Three ACES Governing Board

- a) If the grievant is not satisfied with the disposition of the grievance at Level Two, they may, within five (5) days after the receipt of the decision or ten (10) days after the meeting with the Executive Director, file a grievance with the ACES Governing Board.
- b) The ACES Governing Board or a committee thereof, shall, within twenty (20) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. A committee of the Board consists of any members or one member of the Board that attends the meeting. The ACES Governing Board or a committee thereof shall, within ten (10) days after such meeting, render its decision and the reasons in writing to the grievant.

4. Level Four: Arbitration

- a) If the Union and the grievant are not satisfied with the disposition of the grievance at Level Three, the Union may, within ten (10) days after the decision of the Governing Board, submit the grievance to arbitration by notifying the Executive Director of their intent to do so. If the Union and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Union may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the proceedings.
- b) The arbitrator selected shall confer promptly with the representatives of the Board and the Union, shall review the record of prior hearings, and shall hold such further hearings as they shall deem requisite.
- c) The arbitrator shall be bound by the Voluntary Labor Arbitration Rules except as they may be inconsistent with the terms of this Agreement. They shall hear only one grievance at a time. They shall have no power to add to, delete from, or modify the agreement. The decision of the arbitrator shall be submitted to the Governing Board and to the Union and shall be final and binding.
- d) The costs of the services of the arbitrator shall be borne equally by ACES and the Union.

F. Rights of Employees to Representation

1. The grievant may be represented at any level of the grievance procedure by a person of their own choosing, provided, however that such person shall not be an official or representative of any other employee organization. When an employee is not represented by the Union, the Union shall be notified and have the right to be present and to state its views at any level of the grievance procedure. The union is the only one that can authorize arbitration. Notwithstanding the above, ACES will notify the Chapter President of all discipline settlements made without union representation immediately upon settlement. The grievant needs to request private representation from the Union and must waive union responsibility if they use private counsel.

G. Miscellaneous

1. Meetings held under this procedure shall be conducted on non-school time at a place, except if agreed upon differently by the parties and/or the American Arbitration Association, which will afford a fair and reasonable opportunity for all persons proper to be present to be heard. If, at the option of ACES, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
2. If the grievance occurs as a result of an action by other than the employee's immediate supervisor or affects a group or class of employees, the grievance may be processed immediately at the level at which it occurs.
3. Nothing in this agreement shall be construed as compelling the Union to submit a grievance that lacks merit to arbitration.
4. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participant.
5. Forms for filing and processing grievances and other necessary documents shall be prepared by the Union and a copy supplied to the Executive Director. No grievance shall be deemed filed that is not on the approved form.
6. This grievance procedure supersedes and replaces any grievance policy of ACES now in effect.
7. The chief steward (as listed with ACES at the beginning of each year) shall be given a copy of ACES' written response to any grievance heard above the informal step. Failure by ACES to respond in writing shall permit the union to proceed with the grievance to the next step. Failure by the union to proceed to the next step within the appropriate time limits shall be deemed to be a waiver of the grievance and agreement with the decision at the prior level of the grievance procedure.

ARTICLE 11 - HEALTH BENEFITS

- A. 1. The ACES Governing Board agrees to provide to the employee and their family the option to enroll in a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and the following features:

The following co-payments of the current medical premiums shall be paid by the bargaining unit employee through payroll deduction.

2023-2024	18% for the HDHP Plan
2024-2025	18.5% for the HDHP Plan
2025-2026	19% for the HDHP Plan

Deductible as follows:

7/1/23-6/29/26	\$2,000 / \$4,000
6/30/26	\$2,250 / \$4,500

Prescription co-payments will apply after deductible is met as follows:

2023-2026	\$5/\$20/\$40
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ACES will contribute fifty-percent (50%) of the amount of the deductible each year, by making one-half of its payments during the week following July 1 and one-half of its payment during the week following January 1. Such contributions shall be deposited in accounts maintained by employees in a bank designated by ACES.

2. Employees will only be eligible to participate in ACES' Dental Insurance Plan to be paid at the same premium cost-share as the High Deductible Health Plan.
3. ACES shall provide access to a Flex 125 plan for all members of the bargaining unit, with a limited purpose Flex Plan for those participating in the HDHP Plan.

B. **Eligibility for Benefits**

1. All insurance benefits shall be provided in accordance with the terms of the insurance carrier. The master plans documents for the above-noted coverage shall be on file in the Human Capital Development Department. These documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with any summaries.
2. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.

3. Disputes concerning coverage shall not be subject to the grievance procedure contained in this Agreement.
4. Only bargaining unit members scheduled to work on a regular basis for twenty-eight and a half (28.5) hours or more per week are eligible for insurance coverages, except as noted in Section F below.

C. Plan Description

In each case where the name of a particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with that company.

D. Insurance

ALL employees are eligible to receive Life Insurance as set forth below.

1. Life Insurance. The employee shall receive \$75,000, the spouse \$5,000 and the dependents \$2,000 face value term life insurance at no cost to the employee.
2. Long term disability insurance is provided in accordance with the terms of the carrier. In no event shall an employee receive more than their actual wages during any period covered by long-term disability insurance.
3. Employee Assistance Plan. A service provided to all of ACES staff up to three (3) face to face visits per issue at no charge to the employee for professional consultation and referral for employees experiencing personal problems. The setting is guaranteed to be confidential. ACES may employ another counseling service at any time.

E. Retirees' Health Insurance

Bargaining unit members who retire from ACES at age sixty (60) or more and who have been employed by ACES for the prior ten (10) years shall be allowed to purchase health insurance benefits at COBRA rates until age sixty-five (65) subject to the terms of the carrier or third party administrator.

ARTICLE 12 - DISCIPLINE

- A. An employee may be discharged, suspended or given a reprimand resulting in written documentation in their personnel file only for just cause. Any suspension involving a pending investigation shall be with pay.

- B. Records of disciplinary actions taken against employees may not be used in any future disciplinary proceedings or arbitration based on the following schedule as long as the employee receives no further discipline during the period noted in the schedule:
1. For a three (3) day suspension or more, the record may not be used after four (4) years without further disciplinary incidents.
 2. For a suspension of less than three (3) days, the record may not be used after three (3) years without further disciplinary incidents.
 3. For a written reprimand, the record may not be used after two (2) years without further disciplinary incidents.
 4. For a verbal reprimand, the record may not be used after one (1) year without further disciplinary incidents.

Notwithstanding the above, any discipline involving allegations of client or student abuse shall not be subject to the schedule and shall remain in and be part of the employee's file and work record.

- C. The Union shall be notified by ACES as much in advance as is practicable of any meeting held to investigate an incident or discipline an employee.

ARTICLE 13 - WORK YEAR

- A. Employees shall work a total of one hundred eighty six (186) days per school year.
- B. No employee shall be required to work beyond their regularly scheduled assigned number of days constituting the employment year unless they are compensated for each additional workday at the rate of one hundred eighty-sixth (1/186) or whatever rate represents the actual number of workdays of their annual salary for each day worked.
- C. Employees will observe ACES holidays as scheduled by the Board. In the event that an employee works in a district that does not observe any of the holidays that ACES observes in a given school year, employees will be provided a day to be set by the Coordinator of Behavior Services.

ARTICLE 14 - RELIGIOUS HOLIDAYS

Up to three (3) full days per year may be permitted for the observance of religious holidays. Requests in writing must be made to the Human Capital Development office one (1) week prior to the holiday.

ARTICLE 15 - SICK LEAVE

- A. For the purposes of this Article, sick leave is defined as absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Workers, Compensation Act or other injury leave provisions of this agreement). Sick leave shall be granted without loss of pay providing the employee has accrued time.
- B. Each employee is entitled to a maximum of fifteen (15) sick days per year accumulated at the rate of one and one-half (1-1/2) days per month to a maximum accumulation of 175 days. Sick leave shall not be considered a privilege that an employee may use at their discretion. The parties hereby agree that sick leave may only be used for personal illness or physical incapacity except as listed in Section D below.
- C. Any ACES employee may use five (5) of their yearly sick time for family illness. Family is defined as parents, step-parents, spouse, significant other who is a member of the immediate household, children and step-children. These days may not be carried forward or accumulated.
- D. The Director of Human Capital Development or designee may require a letter from the treating physician of an employee for absences of five (5) consecutive days or more. Should there exist a pattern or history of absences that create a suspicion of the misuse of sick leave, the employer may require that the employee provide a letter from the treating physician for future use of sick leave.

ARTICLE 16 - BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family, which includes father, mother, spouse, brother, sister, children, grandchildren, grandparents, or in-laws, step-parents, or significant other who is a member of the immediate household, an employee may take up to three (3) consecutive days for each occurrence to attend the funeral and observances attendant thereto.
- B. Up to a total of the equivalent of three (3) days may be used each year to attend funeral of those not included in the immediate family. Each staff member shall be limited to one (1) funeral day per occurrence. Staff must notify their program administrator when it is necessary to take a funeral day.
- C. If additional bereavement time is required due to unusual or religious circumstances, the affected staff member must request such additional leave from the Human Capital Development Office. The extension may be granted with or without pay.

ARTICLE 17 - JURY DUTY

- A. When an employee is required to serve jury duty, such leave shall not be deducted from any other paid leave provisions covered by this agreement. During jury duty, employees shall be paid in accordance with law. After the period during which the employee is paid full salary during jury duty by the employer, the employee shall receive a rate of pay equal to the difference between their salary and the jury fee for a period not to exceed thirty (30) working days per fiscal year.
- B. Any employee receiving notice that they have been called for jury duty must notify the program director and the Human Capital Development Office immediately.

ARTICLE 18 - LEAVE OF ABSENCE FOR PROFESSIONAL GROWTH/ UNION LEAVE

- A. The Governing Board may grant employees leaves for professional growth upon the recommendation of the executive director. Employees seeking to apply for professional growth leave shall meet with the Executive Director or designee to discuss the application process.
- B. ACES will grant (2) professional leave days for two (2) members to attend conferences (Union conventions, trainings, workshops etc.).

ARTICLE 19 - LEAVES WITHOUT PAY

- A. The following leaves of absence without pay for a limited period not to exceed one (1) year, shall not be denied in an arbitrary or capricious manner (during their probationary period employees are not entitled to this leave):
 - 1. For health reasons, upon continued advice of a physician.
 - 2. For extreme personal hardship, such as illness of wife, husband, significant other who is a member of the immediate household, mother, father, son, daughter, and/or legal dependents.

Leaves under this Article for other personal reasons are subject to review and recommendation of the Executive Director for approval by the Board of Governors.

- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.
- C. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
- D. Accumulated seniority shall not be lost during the leave of absence.

- E. A person on leave shall re-enter at the same level as if they had not taken a leave of absence if they worked less than fifty per cent (50%) of their regular work year. Employees who work at least fifty percent (50%) of the year shall re-enter at the next step provided there is a successor agreement in effect.
- F. Except as otherwise provided by state or federal law, the employee shall, if they so desire, receive medical insurance at group rates paid for by the employee while they are on leave of absence without pay, subject to the terms of the carriers.
- G. Notice of return in writing must be given three (3) months prior to requested date of return. Failure to give notice will be deemed a resignation. An employee wishing to return to work earlier than the agreed upon date may do so, subject to the approval of the Executive Director.
- H. The first twelve (12) weeks of any leaves, covered under the Federal Family and Medical Leave Act, taken under this article shall be considered leaves for purposes of any Family and Medical Leave Act leave.

ARTICLE 20 - TRAVEL REIMBURSEMENT

- A. If an ACES staff member is required to use their personal vehicle for work related activities, ACES shall reimburse the staff member at the IRS rate in effect as of July 1 of each year, plus out-of-pocket expenses for tolls and parking.
- B. ACES vehicles are not to be used after normal work hours or for personal use except where permission is granted by the Principal or Program Director.

ARTICLE 21 - HOURS OF WORK

- A. The regular work week of employees is forty (40) hours.
- B. Overtime

Employees shall record and report their time in a manner and frequency as required by the Board. The Board will make efforts to establish a record keeping system that is uniform for bargaining unit members.

Any employee who actually works more than forty (40) hours in any one week shall be paid at the overtime rate of one and one half (1½) straight time pay. The employee shall be paid the overtime rate for hours actually worked beyond forty (40) hours per week prior to adjustment. ACES reserves the right to adjust the employee's assignment so that the employee works no more than forty (40) hours per week.

When the Executive Director or designee determines that an emergency or an extenuating circumstance exists that requires the presence of employees, and employees are requested to report to work outside of their regular work hours, employees shall be paid at the overtime rate of one and one-half (1½) times of straight pay.

- C. All employees may have up to thirty (30) minutes of free time during the work day. Prior to taking their break(s), employees must ensure for client coverage. Employees must also be available on the premises in case of emergency during their break(s). Breaks may be taken in blocks of time (e.g. of no less than ten (10) minutes at a time.) Administrator/Principal will have final approval of time of break in order to ensure maximum coverage in classrooms.

D. July/Summer School

The first right of refusal for work during July/Summer school shall go to the most senior employee who will continue to work with the students in the coming school year. Thereafter the order of the right of refusal shall be by seniority within the building and then seniority ACES wide.

Employees on medical leave must be cleared to work by May 1st to be eligible to ply for summer work. Employees on Worker's Compensation must be cleared to work by June 1st to be eligible to apply for summer work.

Employees wishing to work July/Summer school shall make written application by the second week of May. Notification of the July/Summer school assignment shall be given to those employees assigned during the month of June. Timelines may be modified pending final LEA school board commitments.

Employees hired before July 1, 2020 shall be paid one tenth (1/10) of their total regular school year wages for summer work. Employees hired after July 1, 2020 shall be paid the employee's hourly rate.

- E. Registered Behavior Technicians / Behavior Technicians shall attend at least two (2) training sessions per school year. The current annual training session provided by ACES shall count as one (1) of the two (2) training sessions.

ARTICLE 22 - REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY

- A. Employees shall be reimbursed for personal property damaged by the students and not through the employee's negligence, in accordance with the following schedule:
 - 1. Eyeglasses shall be reimbursed up to \$500.00
 - 2. Watches shall be reimbursed up to \$100.00 of their current value.
 - 3. Clothes shall be reimbursed up to \$50.00 of their current value.

4. Jewelry shall be reimbursed up to \$50.00 of its current value.
 5. Vehicles (including windshield damage and keyed vehicles) shall be reimbursed up to \$500.00. Once the employee is reimbursed for damage to the employee's vehicle the employee shall thereafter file a claim through the employee's automobile insurance policy. In no event will ACES be obligated to reimburse the employee in excess of \$500 pursuant to this subsection.
- B. Reimbursements made with respect to the items noted above shall not exceed \$7,500 in total in any one fiscal year. All damaged property claims must be made to the Executive Director or designee within five (5) business days of the incident giving rise to the claim. The claim must be in writing and on the form provided by ACES. At a minimum, ACES will require a brief description of the incident, a brief description of the property as well as the original cost, original receipts or current prices of the same or comparable items, and the original date that the article was purchased.
- C. When an employee is required by the administration to use their vehicle for ACES business, the employee shall be reimbursed for any damage deductible they may have on their insurance policy if their vehicle sustains damage, while on the job, which damage is not caused by the employee's negligence, and where the insurance claim is paid with the applicable deductible withheld. A police report and proof of insurance payment may be required by ACES prior to payment of the insurance deductible. This provision excludes any damage to an employee's vehicle while driving to and from work

ARTICLE 23 - UNION SECURITY

Section 1: During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the union.

Section 2: Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the employer a membership authorization form. Such deduction shall be discontinued upon written request of an employee, who no longer wishes to be a member, thirty (30) days in advance.

Section 4: Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to the Union during the period not less than thirty days and not more than forty-five days before the annual anniversary date of employee's authorization or the date of termination of applicable contract between ACES and the union, whichever occurs sooner. ACES will honor employee check-off authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.

Section 5: The amount of dues under this article, together with a list of employees, shall be remitted to CSEA/SEIU, Local 2001, CTW within a week after the payroll period in which such deduction is made together with a list of employees and their addresses, (if possible), for whom any such deduction is made.

Section 6: The union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this article.

Section 7. On a quarterly basis, the Union may submit a membership list to ACES for verification of the employment status of Union Members.

ACES will communicate to the Chapter president and the Representative any discrepancies between the employment status indicated on the membership list as compared to ACES records.

ARTICLE 24 - PREGNANCY DISABILITY LEAVE AND CHILD REARING LEAVE

A. Pregnancy Disability Leave

1. Employees shall be granted pregnancy disability leave upon request, accompanied by verifiable medical evidence.
2. An employee who is disabled due to pregnancy and unable to work may use accumulated sick leave to receive salary during the period of disability. The Executive Director or designee may require at regular intervals written certification from the employee's physician on continued disability subject to review by an ACES physician.

B. Parenthood Leave

1. Any employee shall be entitled upon written request submitted to the Executive Director to a leave without pay for purposes of child rearing, apart from any period of childbirth disability leave. Each employee shall be entitled to such leave for twelve (12) consecutive months, or a reasonable portion thereof, in which the child is born or adopted.
2. Such child rearing leave shall be subject to the following conditions:
 - a. An employee who has requested and received a parenthood leave shall be entitled to purchase group insurance at the prevailing group rates in accordance with law and the terms of the insurance carriers for the duration of the leave.
 - b. Employees requesting leave shall submit not less than sixty (60) days' written notice of the anticipated date of commencing such leave.

C. Return Privileges Following a Leave of Absence

1. The employee on leave shall be responsible for notifying ACES sixty (60) days prior to the date they desire to return to work. A failure to provide such notice shall be deemed a waiver by the employee of their right to return to a position with ACES and a resignation.

2. Employees returning from leave under this Article shall be guaranteed their former position if the position exists. If the position no longer exists, said employee shall be offered a comparable position as the one they left.
3. Employees shall retain, but not accrue seniority and sick leave accumulation during the period of such leave. An employee is not entitled to Personal Days-
4. An employee does not advance on the wage schedule during such leave, unless the employee has worked more than half (1/2) the work year. The aforementioned conditions apply to all unpaid leaves under this contract.
5. Employees on parenthood leave are subject to the reduction in force (R.I.F.) provision (Article 7).

ARTICLE 25 - WAGE PAYMENT SCHEDULE

- A. ACES shall offer to each employee the choice of one of the following two (2) plans for the payment of salaries:

Plan A - For ten-month employees, salary payment shall be made in twenty-two (22) equal paychecks. The 22nd paycheck shall be distributed no later than the last work day of the employment year.

OR -

Plan B - Payment shall be made in twenty-two (22) checks. The first 21 checks shall equal 1/26th of the employee's salary. The 22nd check shall equal 5/26th of the employee's annual salary and shall be distributed no later than the last work day of the employment year.

- B. Effective and Retroactive to July 1, 2023 step movement to employees moving through the step and 1.2% GWI. A \$2,500 payment off the schedule to each employee on the maximum step or who has been red-circled.
- C. Effective July 1, 2024, Step movement to employees moving through the step and 1.2% GWI. A \$2,500 payment off the schedule to each employee on the maximum step or who has been red-circled.
- D. Effective July 1, 2025, Step movement to employees moving through the step and 1.2% GWI. A \$2,500 payment off the schedule to each employee on the maximum step or who has been red-circled.

ARTICLE 26 -STIPENDS

- A. Permanent substitutes, are those employees used to fill temporary vacancies caused by approved leaves of absence of bargaining unit members or long term substitutes (60 days or longer) shall be treated as employees for the purposes of this agreement.
- B. If a bargaining unit member volunteers to perform translation services for a Family Conference or at a Planning and Placement Team meeting, such member shall receive a thirty dollar (\$30.00) stipend if such translation occurs during the employee's regular workday and fifty dollars (\$50.00) if such translation occurs outside of the employee's regular workday per occurrence.

ARTICLE 27 - HEALTH AND SAFETY

ACES currently provides employees with voluntary HIV and Hepatitis B testing. ACES may withdraw this benefit subject to impact bargaining.

ACES will provide a safe and healthy work environment for staff, students and consumers. This will include all necessary training and keeping vehicles in safe conditions.

A union representative will be appointed to the Central Safety Committee and will be relieved of work assignments in order to attend meetings on the Central Safety Committee.

ARTICLE 28- PENSION

ACES shall offer a pension program through VALIC (The Variable Annuity Life Insurance Company) to all employees in this bargaining unit. Employees may begin contributing to the VALIC Plan immediately, but are not eligible for the match until they have worked at ACES for one year. Participation in the plan is voluntary and ACES would make no contribution in the absence of a match from a staff member. Employees working 20 hours or more are eligible to participate in the VALIC Plan. The match schedule is as follows:

Employee	ACES
1 or 2%	1%
3 or 4%	2%
5 or 6%	3%

Board contribution amounts shall not exceed \$3,500 in any one fiscal year.

ARTICLE 29 - POLICIES

The Board expects that all employees will comply with all applicable Board policies and standards of professional conduct as adopted and amended by the Governing Board.

ARTICLE 30 - TRANSPORTATION SUPPORT

All Behavior Technicians shall maintain appropriate driving licensure (e.g. a V-endorsement) and comply with all requirements of the State of Connecticut Department of Motor Vehicles and federal regulations during their employment with ACES.

ACES may post up to 6 transportation support positions each semester (about 90 school days), who shall be compensated at a rate of \$4,000 per person per semester. The stipend amount shall be paid on the last payroll of each semester (either the last payroll period in January or in June, depending on when the employee accepted the transportation support position).

Employees who accept the transportation support position for any semester shall be required to provide driving services as directed by the Director of Transportation. Such duties shall include but not be limited to providing driving services at any time and at any location. Employees receiving this stipend shall not be permitted to reject an assignment except in the event of an emergency as verified by the Executive Director or designee.

In the event all of the vacancies posted pursuant to this Article are not filled, the Administration will have sole discretion to assign semester-long duties for transportation support based on reverse order of seniority and attendance. In no event shall the Union President be required to take a transportation support assignment.

ARTICLE 31 - CONSULTATION

The Union, on behalf of bargaining unit members, agrees to consult with the Executive Director on issues affecting their working conditions prior to resorting to government agencies for relief.

ARTICLE 32 - DURATION/ BLOCK

The provisions of this Agreement shall be effective July 1, 2023 and shall continue and remain in full force and effect through June 30, 2026.

ARTICLE 32 - DURATION/ BLOCK

The provisions of this Agreement shall be effective July 1, 2023 and shall continue and remain in full force and effect through June 30, 2026.

AREA COOPERATIVE
EDUCATIONAL SERVICES

By: Thomas M. Daney
Thomas M. Daney, Ed.D.
Executive Director

CSEA, LOCAL 2001, CTW

By: Julius Preston
Julius Preston
Staff Representative

By: Christopher Holland
Christopher Holland
Chapter President

APPENDIX A
Salary Schedules

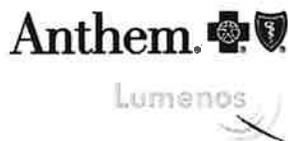
2023-24			2024-25		
	BT I	BT II		BT I	BT II
1	40,726	50,259	1	41,215	50,862
2	41,744	51,516	2	42,245	52,134
3	42,787	52,804	3	43,300	53,438
4	43,857	54,124	4	44,383	54,773
5	44,953	55,477	5	45,492	56,143
6	46,077	56,863	6	46,630	57,545
7	47,229	58,285	7	47,796	58,984
8	48,410	59,742	8	48,991	60,459
9	49,620	61,236	9	50,215	61,971
10	50,861	62,767	10	51,471	63,520
11	52,132	64,337	11	52,758	65,109
12	53,436	65,945	12	54,077	66,736
13	54,771	67,594	13	55,428	68,405
14	56,141	69,284	14	56,815	70,115
15	60,174	74,260	15	60,896	75,151
RC	62,170	76,534	RC	64,670	79,034

2025-26		
	BT I	BT II
1	41,710	51,472
2	42,752	52,760
3	43,820	54,079
4	44,916	55,430
5	46,038	56,817
6	47,190	58,236
7	48,370	59,692
8	49,579	61,185
9	50,818	62,715
10	52,089	64,282
11	53,391	65,890
12	54,726	67,537
13	56,093	69,226
14	57,497	70,956
15	61,627	76,053
RC	67,170	81,534

*Top step and red circle employees shall be paid the flat \$2500 annually on first pay period of new school year.

**Transportation support stipend of \$4000 shall be first pay period of new school year and first pay period of second semester.

***Whitney North shall have four stipends of \$2000 paid on the first pay period of the new school year.



Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (D_TaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

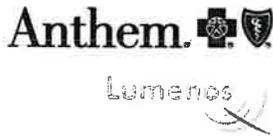
Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (D_TaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment including orthotics

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 180 days per member per calendar year.
- Home Health care services have unlimited visits per member per calendar year.
- PT/OT/ST and chiropractic services have unlimited visits per member per calendar year.
- Limitations may apply to infertility services. State mandated benefit with cycle limitations.
- Inpatient hospitalizations require authorizations.
- Bariatric surgery is covered. Authorization is required.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.
- Specialty medications will be filled at a maximum of a 30 day supply via Accredo pharmacy.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (31-90 day supply)
\$5 Tier 1 Copayment	\$5 Tier 1 Copayment
\$20 Tier 2 Copayment	\$20 Tier 2 Copayment
\$40 Tier 3 Copayment	\$40 Tier 3 Copayment

*For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

Summary of Benefits
Anthem Dental Essential Choice
ACES Cooperative Educational Services
Anthem Dental Complete Network



WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

Powerful and easily accessible member tools.

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **More Capabilities:** With our latest mobile application, Anthem Anywhere, members can find a network dentist as well as view their claims. It's available both for Android and Apple phones.

Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?

See the back of your ID card for who to call, write or email.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

	In-Network	Out-of-Network
Annual Benefit Maximum · Per insured person	Calendar Year \$4,000	\$4,000
D&P applies to Annual Maximum	Yes	Yes
Annual Maximum Carryover / Carry in	No/No	No/No
Orthodontic Lifetime Benefit Maximum · Per eligible insured person	\$2,000	\$2,000
Annual Deductible (Does not apply to Orthodontic Services) · Per insured person/Family maximum	Calendar Year \$50/3X Individual	\$50/3X Individual
Deductible Waived for Diagnostic/Preventive Services	Yes	Yes
Out-of-Network Reimbursement:	90th percentile	

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Dental Services	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic and Preventive Services			
· Periodic oral exam	2 per 12 months	100% Coinsurance	No Waiting Period
· Teeth cleaning (prophylaxis)	2 per 12 months; w/periodontal maintenance		
· Bitewing X-rays:	1 set per 12 months		
· Full-mouth or Panoramic X-rays:	1 per 60 months		
· Fluoride application:	1 per 12 months through age 18		
· Sealants	1 per 60 months; through age 18		
· Space Maintainers	1 per lifetime through age 18; posterior teeth		
Basic Services		80% Coinsurance	No Waiting Period
· Consultation (second opinion)	1 per 12 months		
· Amalgam (silver-colored) Filling	1 per tooth per 24 months		
· Composite (tooth-colored) Filling	1 per tooth per 24 months		
· posterior (back) fillings covered as composites			
· Brush Biopsy (cancer test)	Covered, 1 per 12 months; all ages		
Endodontics (Non-Surgical)		80% Coinsurance	No Waiting Period
· Root Canal and retreatments	1 per tooth per lifetime		
Endodontics (Surgical)		80% Coinsurance	No Waiting Period
· Apicoectomy and apexification	1 per tooth per lifetime		
Periodontics (Non-Surgical)		50% Coinsurance	No Waiting Period
· Periodontal Maintenance	4 per 12 months; w/teeth cleaning		
· Scaling and root planing	1 per quadrant per 24 months		
Periodontics (Surgical)	1 per quadrant per 36 months	50% Coinsurance	No Waiting Period
· Periodontal Surgery (osseous, gingivectomy, graft procedures)			
Oral Surgery (Simple)		80% Coinsurance	No Waiting Period
· Simple Extractions	1 per tooth per lifetime		
Oral Surgery (Complex)		80% Coinsurance	No Waiting Period
· Surgical Extractions	1 per tooth per lifetime		
Major (Restorative) Services		50% Coinsurance	No Waiting Period
· Crowns, onlays, veneers	1 per tooth per 84 months		
· Cosmetic teeth whitening	Not Covered		
Prostodontics		50% Coinsurance	No Waiting Period
· Dentures and bridges	1 per tooth per 84 months		
· Dental Implants	Not Covered		
Prostodontic Repairs/Adjustments		80% Coinsurance	No Waiting Period
· Crown, denture, bridge repairs	1 per 12 months; 6 months after placement		
· Denture and bridge adjustments:	2 per 12 months; 6 months after placement		
Orthodontic Services		50% Coinsurance	No Waiting Periods
· Adults & Dependent Children			

*Child orthodontic runs through age 18. This means that the child must have been banded prior to their 19th birthday in order to receive coverage.

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Additional Services and Programs

Anthem Whole Health Connection -Dental

- For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)

Accidental Dental Injury Benefit

- Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply

Extension of Benefits

- Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered

International Emergency Dental Program

- Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)

Additional Limitations & Exclusions

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesia, analgesic agents, and anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan.

There is a waiting period of up to 24 months for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

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