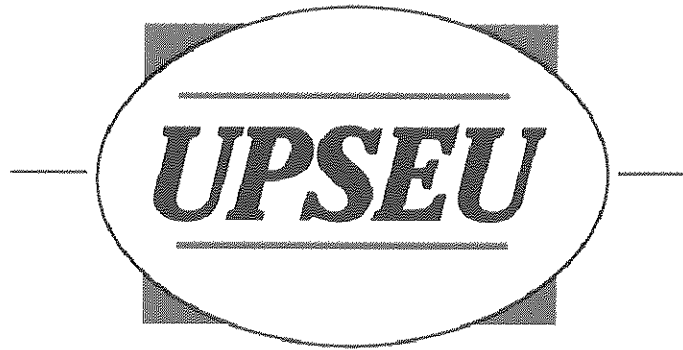


COLLECTIVE BARGAINING AGREEMENT

By and Between

Bloomfield Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Bloomfield BOE Employees
Local 424 - Unit 12**

July 1, 2014 through June 30, 2019

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ARTICLE 1 – AGREEMENT

This Agreement is made and entered into effective the first day of July, 2014, between the Bloomfield Board of Education (hereinafter referred to as the "Board") and the United Public Service Employees Union Local 424 - Unit 12 (hereinafter referred to as the "Union"). "Employee" as used herein, refers to a member of the bargaining unit defined under Article 2 of this Agreement. "Board" as used herein refers to the Board of Education or an appropriate representative of the Administration empowered to act on the Board's behalf.

ARTICLE 2 – RECOGNITION

Section 1 - The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of the Connecticut Municipal Employee Relations Act for all school custodians, special education bus drivers, maintenance employees, cafeteria workers, and network technicians and network administrators in the Board of Education I.T. Department who work twenty (20) or more hours per week, excluding the Director of Facilities, Supervisor of Custodians, and Director of Food Services, and all statutory supervisors.

ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES

Section 1 - It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Bloomfield Public Schools in all its aspects including, but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Bloomfield Public Schools.

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 any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

Section 2 - The Union recognizes the right of the employer to subcontract work, so long as it will not cause a layoff of employees in the bargaining unit. Bargaining unit work customarily performed by bargaining unit members shall be performed by bargaining unit members only, with the exception of short-term emergency situations and summer work when all bargaining unit employees are gainfully employed by the Board of Education. The Board of Education may use outside contractors during the periods of these above-referenced exceptions.

ARTICLE 4 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1 - Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be

recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise.

Section 2 - Not more than one (1) officer, representative, or grievance committee member and the grievant shall be granted leave with pay for necessary time required to process grievances at arbitration.

Section 3 - It is agreed that no more than four (4) of the Union's negotiating team shall not suffer any loss of pay when attending any such meetings held during their regularly scheduled working hours.

Section 4 - The employee may, with permission from his/her immediate non-bargaining unit Supervisor, contact a Steward during the working hours regarding an adverse action which could not be resolved at the time by a Supervisor.

Section 5 - Not more than four (4) members (in no event to exceed two (2) members per division) shall be off-duty on Union business leave with pay at the same time. The Union shall be required to submit the names of four (4) members as far in advance as is practical. Union business leave shall be granted to attend special Union activities limited to an overall total of twelve (12) days annually.

ARTICLE 5 - UNION MEMBERSHIP

Section 1 - Payment of either the Agency Fee or Union dues as set forth below shall be a condition of employment.

The Union agrees that it will not request the Employer to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service fee as provided in Section 2, below, or the Union dues and uniform assessments levied against all Union members, and as set forth in Section 2 hereof. The Union agrees to deliver a notice in writing to the Employer and to the employee when an employee is in default in the payment of his/her agency service fee or Union dues or assessments. Any such request by the Union that the Employer discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the Employer and to such employee. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt of such remittance, promptly notify the Employer thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his/her immediate dismissal or suspension as so requested by the Union and the Employer forthwith shall take all steps necessary to dismiss or suspend said employee.

Section 2 - Every employee covered by this Agreement must, for the life of this Agreement after the grace period described in Section 3 below, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, employees must choose one of the two ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint or coercion:

- A. Full Union membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee (if applicable) and uniform periodic dues charged by the Union;
- B. Agency Fee payer: The employee does not become a full member of the Union, and thus is not entitled to the full range of rights and duties of Union membership; further, the employee informs the Union that he/she objects to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union's status as the Unit's exclusive bargaining representative. The Union must provide this employee with information about its expenditures and this employee may challenge the Union's information.

Section 3 - Each employee covered by this Agreement, who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), has the right to a "grace period" of twenty-nine (29) days in which to choose his/her status. Thus:

- A. For all employees who are in the unit and are not full Union members on the effective date of this Agreement [or the Agreement's date of execution, whichever is later], their chosen status, and their obligation to pay dues and fees, shall begin on the thirtieth day after the effective date of this Agreement [or the Agreement's date of execution, whichever is later].
- B. For all new employees who are hired into the unit during the Agreement's life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees, shall also begin on the thirtieth (30th) day after their date of hire (or the Agreement's date of execution, whichever is later).

Section 4 - Employees in the unit who are full Union members on this Agreement's effective date or, if hired during this Agreement's life, on their date of hire, do not receive the grace period. For these full Union members, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.

Section 5 - Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.

Section 6 - Upon receipt of a form duly executed by an employee, and acceptable in form to the Board, the employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and assessments required of Union employees.

Section 7 - The employer agrees to provide the aforesaid service without charge to the Union.

Section 8 - All monies deducted from the wages of employees shall be remitted to the Financial Officer of the Union.

Section 9 - The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE 6 - CHECK-OFF

Section 1 - The Board agrees to deduct Union dues for those employees who choose to join the Union and choose to have Union dues deducted from their pay and who individually provide the Board with a written authorization card, duly signed, authorizing such deductions.

Section 2 - Authorization cards shall be for the length of the contract term but may be withdrawn upon written notice by the employee to the Board and to the Union by certified mail.

Section 3 - The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1 - A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee or the Union, or that disciplinary action has not been taken against an employee for just cause by the Board. A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

Section 2 - Upon proper notification and permission of the employee's Director or his/her designee, such permission is not to be unreasonably withheld, not more than one officer, representative, or grievance committee member, and the grievant shall be granted leave from duty with full pay for all grievance meetings at any and all steps in the Grievance Procedure through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3 – Procedure

STEP ONE - Within ten (10) working days of the occurrence of the incident, or when the employee should have been aware of the incident in question, the employee must present a written statement of the grievance to the employee's immediate supervisor. The matter shall be discussed and a decision given the employee within ten (10) working days of the receipt of the grievance.

STEP TWO - If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, the aggrieved person may request a further review of the grievance by the Superintendent of Schools or his/her designee by presenting the written grievance to the Superintendent or his/her designee within five (5) working days of receipt of the decision at Step One. Within ten (10) working days, the Superintendent or his/her designee shall review the grievance and render a decision to the aggrieved employee.

STEP THREE - Should the Union be dissatisfied with the answer they shall notify the Superintendent in writing within ten (10) working days of their desire to proceed to arbitration. Any grievance submitted to arbitration shall be referred to the Connecticut State Board of Mediation and Arbitration. In cases involving suspension or termination the Union and Board of Education may mutually agree to submit the grievance to the American Arbitration Association, which case, cost for arbitration through AAA will be shared equally by the Board and the Union. Furthermore, the Board of Education may elect to submit the grievance to AAA without the Union's consent by so notifying the Union after receipt of the Union's request, in which case the Board will be responsible for the full cost of arbitration. Only the Union and not the individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one (1) grievance. The arbitrator shall be required to comply with all of the provisions of this Agreement and shall have no power to add to, subtract from, or in any way modify the terms and provisions of this Agreement. The arbitrator's decision, when rendered in conformity with this Agreement, shall be final and binding according to law.

Section 4 - Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subjected to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

Section 5 - When any party contests the arbitrability of a grievance under this Agreement, such question of arbitrability shall be submitted to and decided by the arbitrator(s).

Section 6 - The Union shall have the same rights to process a grievance as an individual employee.

Section 7 - The expense for the arbitrator's services and the proceedings shall be born equally by the Board and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records of such proceedings.

ARTICLE 8 - BULLETIN BOARDS

Section 1 - The employer agrees to provide bulletin board space in each building, which may be used by the Union for the following notices:

1. Notices of Union meetings.
2. Notices of Union elections and the results when they pertain to the employer's employees.

3. Notices of Union recreational and social events.
4. Annual Seniority List.

Section 2 - Prior to the posting of any notice, a copy will be furnished to the Superintendent of Schools or his/her designee. Said furnishing of a copy will not be construed to give the right to the Board or its agent to stop the posting of any notice in accordance with Section 1.

ARTICLE 9 - NO STRIKE/NO LOCKOUT

Section 1 - The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there will be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Board.

Section 2 - Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, and/or of exercise of any legal right or remedy as to the Union.

The Board agrees that there will be no lockout of any employee or employees at any time during the life of this Agreement. Any violation of this Section would subject the Board to the exercise of any and all legal remedy by the Union.

Section 3 - The Board agrees that there will be no lockout of any employee or employees at any time during the life of this Agreement. Any violation of this Section would subject the Board to the exercise of any and all legal remedy by the Union.

ARTICLE 10 – SENIORITY/PROBATION/LAYOFF

Section 1 – Seniority: All seniority rights hereunder are conditional upon the employee being fully qualified, capable and willing to perform the work to which his or her seniority may entitle him/her.

Section 2 - Seniority is defined as the employee's length of continuous unbroken service with the Board of Education. Seniority shall be considered broken for such reasons as discharge, resignation, layoff of more than twenty-four (24) months, overstaying a leave of absence, disability or illness for a period exceeding the available leave of absence and other similar reasons.

Section 3 - A seniority list shall be furnished to the Union annually on or about November 1st of each year. The Union will make corrections and return a copy to the employer within ten (10) days. After that the Board shall not be held responsible for any errors or damages because of errors.

Section 4 – Probationary Employees: New employees in the I.T. department shall be considered probationary during their first one hundred (100) days of employment. All other new employees shall be considered probationary during their first ninety (90) days of employment. During such probationary period the employees shall not attain seniority rights under this Agreement and such probationary employees may be terminated at the sole discretion of the Board without access to the grievance procedure or challenge by the Union. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. Should the Board deem necessary, a new employee's probationary period may be extended an additional sixty (60) days for just cause. The Director shall notify both the Union and the employee when such extension is necessary.

Section 5 - When new jobs within the bargaining unit are created, or existing jobs vacated, the Board shall post the position for ten (10) working days and each employee who is interested will have the opportunity to apply for said opening providing he/she is qualified. Employees who do not respond to the posting shall not be considered. The Administration shall have the right to select the applicant who is qualified and able to perform the job, as determined by the Superintendent or his/her designee. In determining qualifications the requirements of the job description shall be the basis for determination. If there are two (2) or more equivalently qualified applicants from within the bargaining unit, the employee having the greatest amount of seniority shall be selected. In the event there are no qualified candidates from within, the Board may hire outside.

An employee who is promoted or transferred to a new or open position shall serve a thirty (30) day trial period. If for just cause the Administration feels the candidate cannot perform the essential duties of the job the employee will be given his/her former position and pay.

Section 6 – Layoff Rights: In the event that a layoff within a job title within a seniority group is pending or proposed, the Board shall notify the Union and the affected employee as soon as practical, but, in no event, less than fourteen (14) calendar days before the effective date of the layoff.

There shall be five(5) separate seniority groups for the purposes of reduction in force or layoff as follows: (a) Custodians, (b) Maintenance, (c) Special Education Drivers, (d) Cafeteria Workers and (e) Computer and Network Technicians and Systems Support Engineer. Reduction in force or layoff shall occur within a seniority group.

In applying seniority when it becomes necessary to lay off employees within any job classification, the employee with the lesser Board seniority shall be laid off first.

An employee subject to be laid off in conformity with the above process may use Board seniority to bump a less senior employee in an equal or lower job classification provided that the employee is qualified to perform the job duties of that position. The employee shall be granted a thirty (30) day period in which he/she can demonstrate his/her ability to perform the work.

Laid off employees with the most seniority shall be rehired first and no new employee shall be hired until all laid off employees have been given an opportunity to return to work, providing the employee

recalled is qualified to fill the vacancy. Laid off employees will be retained on a recall list and maintain their seniority status at the time of layoff for a period not to exceed two (2) years. An employee who refuses a recall shall lose all further recall rights. Notice of recall will be mailed to the last known address of the employee by certified mail.

Section 7 – The Board agrees that it will not lay off any employees through June 30, 2016.

ARTICLE 11 - HOURS OF WORK

Section 1a - Hours of work shall be determined by the Board of Education consistent with operational requirements and the interests of education in the system. The normal work week shall be from Monday to Friday during periods when school is in session, plus such additional days or hours as in the Board's discretion shall be necessary in the interest of education in the system. The number of hours worked per week by each employee shall be maintained as a minimum weekly number of hours for the duration of the school year. The Board will notify employees' of the minimum hours for the following school year by July 1, unless emerging conditions prevent the Board from doing so, The Board will provide a two week notice during the school year of significant changes in employees work schedules. This does not prevent the Board of Education from eliminating positions or from changing hours based on fiscal exigencies or for other reorganization of staff in conformance with Article 3.

Section 1b – For the computer I.T. Department the regular work week shall be Monday through Friday, eight (8) hours per day with ½ hour (30 minutes) paid lunch. Current work hours shall be followed unless mutually agreed upon by both parties.

Section 2 - The Board will make reasonable efforts to inform each employee of his/her schedule upon its determination.

Section 3 - For all hours worked in excess of forty (40) hours in each payroll week, eight (8) hours per work day, or on a Saturday, an employee shall be compensated at the rate of time and one-half his/her normal hourly rate of pay. All overtime must be specifically approved in advance by the employee's immediate supervisor.

Section 4 - An employee called out after regular working hours on a weekday shall be paid for a three (3) hour minimum at time and one-half if he/she works less than three (3) hours. If said employee is required to work more than three (3) hours on a single call-out, he/she shall be paid at the applicable overtime rate for the time actually worked in said call-out situation.

Section 5 - Overtime assignments shall be rotated on a fair basis and divided as equally as possible among employees in the same job classification and school. Notwithstanding the above statement, overtime assignments, where necessary, shall also be based on qualification of the employee to perform the assignment. Employees will be required to work reasonable overtime schedules unless they are unavailable by reasons of a previous personal commitment.

Any employee who refuses to perform overtime shall be charged a turn on the rotation list. Overtime records will be updated and posted quarterly with a copy to be provided to the Union. (This paragraph

does not apply to the I.T. Department)

Section 6 - All work performed on a Sunday or Holiday shall be paid at the rate of two (2) times the employee's regular rate of pay effective on signing.

Section 7 - All other employees working five (5) hours or more shall have a one-half (1/2) hour unpaid lunch period, except for cafeteria bargaining unit employees.

Section 8 - All cafeteria bargaining unit employees shall receive daily a paid fifteen (15) minute rest period in lieu of an unpaid lunch period.

ARTICLE 12 – UNIFORMS

Section 1 - All Custodians - Upon the completion of the probationary period, Custodians will be furnished two (2) complete uniforms (shirts, pants) every twelve (12) months*. Such uniforms shall be worn during the work day.

Section 2 - Maintenance - Upon the completion of the probationary period, full-time maintenance personnel will be furnished three (3) complete uniforms (shirts, pants, jackets, and liners) every twelve (12) months*. Coveralls, gloves, boots and rain gear shall be provided. Replacements shall be issued when the provided gear or jacket is worn out or damaged on the job. Such gear or jacket shall be returned before the new gear or jacket is issued.

Section 3 - Cafeteria - Upon the completion of the probationary period, Cafeteria Workers will be furnished three (3) complete uniforms (blouse, pants, and/or dress and a pair of shoes) every school year*.

*The Board reserves the right to implement a laundry/rental program in lieu of furnishing uniforms. The Board agrees to discuss any uniform selection with the Union prior to purchasing/renting said uniforms, and further agrees to consider all recommendations made by the Union concerning uniforms.

Section 4 – I.T. department will comply with neat appearance

Section 5 - It is understood that any protective wear required to conform with OSHA will be provided.

Section 6 - Safety Equipment

1. The Board shall provide, where necessary, safety helmets, protective foot gear and/or other protective gear required to be worn by employees to meet OSHA safety standards, and the Board shall continue to provide safety shoes for the Maintenance and Custodian employees.
2. The Board shall provide where necessary foul weather gear for those employees required to work outdoors during inclement weather.

3. All employees who are required to wear safety equipment because of the nature of their job duties shall wear such equipment or be subject to the discipline clause in Article 19, Section 3.

ARTICLE 13 - LEAVE PROVISIONS

- A. The following groups of employee shall be entitled to annual sick leave with full pay of varying amounts:

2 month full-time Custodian, Maintenance and Special Education Drivers, Computer and Network Technicians, Systems Support Engineer	15 Days	Earned at rate of 2 days per month
School year full-time Custodian, Maintenance and Special Education Drivers	12 Days	Earned at rate of 2 days per month
Part-time Custodian, Maintenance and Special Education Drivers	6 Days	Earned at rate of 1 day per month
Each full-time (30 hours per week) Food Service employee	10 Days	Earned at rate of 2 days per month
Part-time Food Service Employees	6 Days	Earned at rate of 1 day per month

- B. The following groups of employees shall be entitled to accumulate unused annual sick leave from year to year so long as the employee remains continuously employed in the service of the Board, and as authorized by the Board, for the listed number of days:

12 month full-time Custodian, Maintenance and Special Education Drivers, Computer and Network Technicians, Systems Support Engineer	180 Days	
School year full-time Custodian, Maintenance and Special Education Drivers	120 Days	
Part-time Custodian, Maintenance and Special Education Drivers	25 Days	

Each full-time (30 hours per week) Food Service employee	180 Days	
Part-time Food Service Employees	25 Days	

- C. The employee shall furnish a doctor's certificate at his/her, the employee's expense, to substantiate the sick leave if the employee has been absent for five (5) or more working days. The Superintendent or Designee may demand a doctor's certificate for any employee when the employee's attendance record indicates possible abuse of sick leave.
- D. *Severance Pay for Employees Hired on or After July 1, 2006 - Upon retirement or voluntary termination of an employee hired on or after July 1, 2006, who has been continuously employed fifteen (15) or more years, he/she shall be paid for one-half of his/her accrued sick leave provided, however, the employee gives written notice to the Superintendent or Designee prior to January 1 of that school year in which he/she will retire or terminate so that necessary budgetary provisions can be made for the following school year's budget. If the employee fails to notify the Board as noted above, he/she shall receive the severance pay on July 1 of the next budget year. In the event of death, payment of accrued sick leave shall be made to the employee's estate.
- E. *Severance Pay for Employees Hired on or Before June 30, 2006 - Upon retirement or voluntary termination of an employee hired on or before June 30, 2006, who has been continuously employed ten (10) or more years, he/she shall be paid for one-half of his/her accrued sick leave provided, however, the employee gives written notice to the Superintendent or Designee prior to January 1 of that school year in which he/she will retire or terminate so that necessary budgetary provisions can be made for the following school year's budget. If the employee fails to notify the Board as noted above, he/she shall receive the severance pay on July 1 of the next budget year. In the event of death, payment of accrued sick leave shall be made to the employee's estate.

* D & E above are not applicable to employees in the IT Department

Section 2 - Personal and Other Leaves - Full-time Employees shall be entitled to a total of three (3) personal leave of absence days annually (not cumulative) with full pay in accordance with the following:

Three (3) days of absence without salary deduction may be granted to full-time employees (school year) and (full year) within each year, with prior approval of the employee's immediate Supervisor. Leave of absence time is not cumulative and may not be taken to extend a vacation or holiday period. The reasons for granting a personal day will apply to all non-certified personnel requesting a personal day.

1. Legal business with attorneys which may include court appearance, probate court,

mortgage closings, and emergencies.

2. Moving into another home or an apartment.
3. Attendance at graduation of a son or daughter.
4. Or a reason of similar nature.
5. Other.

Application for leave in the provisions above shall be made to the immediate supervisor at least forty-eight (48) hours before taking such leave.

In case of an emergency (which is to be defined as a condition of a serious nature beyond the control of the employee that must be dealt with immediately) a personal day may be taken without prior notification. The employee in such a case must verbally notify the immediate supervisor during the specific day. The written request for leave must be made within one day of the employee's return to work.

Personal and other leave taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled.

All part-time-employees working at least twenty (20) hours per week will be allowed two (2) personal days per year.

Section 3 - The Board and the Superintendent of Schools may grant leaves of absence without pay or other benefits for a period not to exceed one (1) year if it is in the best interest of the school system and does not interfere with the welfare of the children. Request for such leave shall be made in writing to the Superintendent of Schools or his/her designee and shall include a statement of the reasons therefore and the length of the leave required.

Section 4 - Personal Injury Benefits

- A. When a an employee is absent from his/her regular assignment in the event of a claim under the Town's Workers' Compensation program, the Board shall pay the difference between the W.C.I. payment and the regular salary to a maximum of one hundred eighty (180) work days. After one hundred eighty (180) work days, personnel may use their accumulated sick leave to make up the difference between the W.C.I. and their salary until it is exhausted.
- B. Personal Injury Benefits - When a Cafeteria worker is absent from his/her regular assignment in the event of a claim under the Town's Workers' Compensation program, the Board shall pay the difference between the W.C.I. payment and the regular salary to a maximum of one hundred twenty-five (125) workdays. After one hundred twenty-five (125) work days, personnel may use their accumulated sick leave to make up the

difference between the W.C.I. and their salary until it is exhausted.

Section 5 - Maternity Leave/Family Medical Leave - Any employee who becomes pregnant shall so notify the Superintendent of Schools or his/her designee in writing at least two (2) months prior to the expected date of delivery. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is physically able to return to work. Any disability resulting from pregnancy shall be considered sickness for purposes of this Agreement. Upon signifying intent to return, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay.

All eligible employees shall be granted family medical leave pursuant to all state and federal laws. Employees shall be entitled to apply any earned leave towards such absence.

Section 6 - The employer shall maintain an accurate and up-to-date record of each employee's vacation time and accrued sick leave and shall provide that information to each employee in his/her weekly pay check.

Section 7 - Funeral Leave

- A. An employee shall be allowed four (4) working days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection with the funeral.
- B. Immediate family, as used in A above, shall include spouse, child, mother, father, brother, sister, stepchild, stepparent, legal guardian, father-in-law, mother-in-law, grandchild, grandparent, legal ward, brother-in-law, sister-in-law, or with the approval of the immediate supervisor, another person living in the immediate household.
- C. An employee shall be allowed one (1) day off with pay per year to attend a funeral where a death of a person outside of the immediate family occurs.

Section 8 - Jury Duty Leave - The Board of Education shall provide jury leave pay equal to the difference between the pay received as a juror and the employee's regular pay.

Section 9 - Longevity Payment

All full-time members of the bargaining unit shall receive longevity pay in accordance with the following schedule:

- | | | |
|----|---------------------------|-------|
| a. | After 8 years of service | \$200 |
| b. | After 12 years of service | \$300 |
| c. | After 16 years of service | \$400 |
| d. | After 20 years of service | \$500 |

This longevity stipend shall be paid to all qualifying employees in a lump sum during the last pay period of June in each year. Any employee claiming a longevity stipend must have completed the

required number of years of continuous employment as of June 30 of each year. If an employee would have been entitled to a longevity stipend, but is not an employee of the Board, such employee shall not be entitled to a longevity stipend for the year most recently completed.

ARTICLE 14 – HOLIDAYS

Section 1 - The following paid legal holiday allotment shall be given to bargaining unit employees:

- A. All regular full-time (30 hour) full work year Information Technicians, Custodians, Maintenance force and Special Education Drivers shall be entitled to thirteen (13) paid holidays per year. The 13 holidays are as follows: Labor Day; Columbus Day; Thanksgiving Day; day after Thanksgiving; day before Christmas; Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday; Memorial Day; Independence Day and a floating holiday.
- B. All regular part-time Custodians, Maintenance force, and Special Education Drivers in the bargaining unit shall receive eleven (11) paid holidays per year. The 11 holidays are as follows: Labor Day; Columbus Day; Thanksgiving Day; day after Thanksgiving; day before Christmas; Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday and Memorial Day.
- C. Those presently employed full-time (30 hour) Cafeteria Workers shall receive eleven (11) paid holidays per year. The 11 holidays are as follows: Labor Day; Columbus Day; Thanksgiving Day; day after Thanksgiving; day before Christmas; Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday and Memorial Day.
- D. All regularly employed Cafeteria Workers who are employed at least twenty (20) hours per week but less than full-time shall receive four (4) paid holidays per year. The four (4) holidays are as follows: Labor Day, Thanksgiving Day, Memorial Day and Martin Luther King's Birthday.

Section 2 - For paid holidays occurring on Saturday or Sunday, the day off shall be designated by mutual agreement.

Section 3 - Whenever any of said holidays fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time. The employee shall be given another day off to compensate for said holiday at a time mutually agreeable to the Director and the employee.

Section 4 - For all hours worked on a holiday, the employee will receive the pay for the holiday plus double time pay for all hours worked.

Section 5 - All employees are required to work the last work day before and the first work day after a holiday in order to receive holiday pay unless such employee is on paid leave.

Any employee who is sick and supplies a doctor's note to so verify for any of the aforementioned days shall be paid for the holiday.

ARTICLE 15 – VACATIONS

Section 1a - Full year employees working 30 hours or more per week will be granted vacation benefits as follows:

A vacation of five working days shall be earned by an employee upon completion of six (6) months of service. Five (5) additional vacation days shall be earned upon celebration of the first anniversary date of employment. Ten (10) vacation days shall be earned upon celebration of the second anniversary date of employment through the fourth (4th) anniversary. Commencing with the fifth (5th) anniversary date, full-year employees shall earn fifteen (15) vacation days. Commencing with the tenth (10th) anniversary date, full-year employees shall earn twenty (20) vacation days. Commencing with the twentieth (20th) anniversary date, full-year employees shall earn twenty-five (25) vacation days.

For those entitled to more than ten (10) consecutive working days of vacation, the permission of the Director of Facilities or the Supervisor of Custodians shall be required to take more than ten (10) working days at one time:

- A. Six (6) months - one (1) week.*
- B. One (1) year - one (1) additional week.*
- C. Second through 4th year - two (2) weeks.
- D. Fifth through ninth year - three (3) weeks.
- E. Tenth through nineteenth year - four (4) weeks.
- F. Twentieth year and beyond - five (5) weeks

*Subsections A and B shall apply to employees hired on or after July 1, 2006. Employees hired as of June 30, 2006 shall continue to receive vacation benefits pursuant to the vacation grid in effect on June 30, 2006.

Section 1b

Full year employees in the I.T. working 20 hours or more per week shall be granted vacation benefits as follows:

After Probation – Before 12 Months	10 vacation days
1-5 years	15 vacation days
6-10 years	20 vacation days
11-15 years	25 vacation days

For the purpose of vacation entitlement, the employee's anniversary date of employment shall be used.

Section 2 All vacation time must be requested in writing at least fifteen (15) days in advance and will be subject to the approval of the Administration.

Section 3 - For the purpose of vacation entitlement, the employee's anniversary date of employment shall be used.

Section 4 - In the event of death of an employee, the employee's estate shall be paid in full for all credited and pro-rata vacation accrual.

Section 5 - In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, providing a doctor's certificate verifies illness.

Section 6 - A maximum of five (5) vacation days may be carried over from year to year with written approval by the Administration.

ARTICLE 16 – WAGES

Section 1 - Each employee shall be evaluated, and if found satisfactory, shall advance one step on July 1st of each year, if not already at step 4.

All evaluations will be completed by May 15th of each year. Any unsatisfactory evaluations will be aggrievable under the provisions of the grievance procedure.

Section 2 - All employees working the night shift shall receive a shift differential of fifty cents (\$.50) per hour added to the hourly rate for their hours worked, excluding vacation time which will be based on the normal hourly rate.

Section 3 - The following pay grids for employees will be in effect for the duration of the contract.

- A. 2014-2015 Effective July 1, 2014, there shall be a three percent (3%) increase to the salary schedule in effect on June 30, 2014.
- B. 2015-2016 Effective July 1, 2015, there shall be a two and three-quarter percent (2.75%) increase to the salary schedule in effect on June 30, 2015.
- C. 2016-2017 Effective July 1, 2016, there shall be a two and three-quarter percent (2.75%) increase to the salary schedule in effect on June 30, 2016.
- D. 2017-2018 Effective July 1, 2017, there shall be a two and three-quarter percent (2.75%) increase to the salary schedule in effect on June 30, 2017.
- E. 2018-2019 Effective July 1, 2018, there shall be a two and three-quarter percent (2.75%) increase to the salary schedule in effect on June 30, 2018.

Wage Schedule: July 1, 2014 through June 30, 2019

<u>Position</u>	<u>Step</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/18</u>
Maintenance Supervisor	Step 1					
	Step 2	\$31.06	\$31.91	\$32.79	\$33.69	\$34.62
	Step 3	\$34.00	\$34.94	\$35.90	\$36.89	\$37.90
	Step 4	\$39.57	\$40.66	\$41.78	\$42.93	\$44.11
Licensed	Step 1	\$25.87	\$26.58	\$27.31	\$28.06	\$28.83
	Step 2	\$28.45	\$29.23	\$30.03	\$30.86	\$31.71
	Step 3	\$31.40	\$32.27	\$33.16	\$34.07	\$35.00
	Step 4	\$36.97	\$37.99	\$39.03	\$40.10	\$41.20
Skilled but not Licensed	Step 1	\$23.79	\$24.44	\$25.11	\$25.80	\$26.51
	Step 2	\$26.37	\$27.10	\$27.85	\$28.62	\$29.41
	Step 3	\$29.30	\$30.11	\$30.94	\$31.79	\$32.66
	Step 4	\$34.84	\$35.80	\$36.79	\$37.80	\$38.84
General Maintenance	Step 1	\$19.96	\$20.51	\$21.07	\$21.65	\$22.25
	Step 2	\$22.41	\$23.03	\$23.66	\$24.31	\$24.98
	Step 3	\$24.90	\$25.58	\$26.28	\$27.00	\$27.75
	Step 4	\$29.30	\$30.11	\$30.94	\$31.79	\$32.66
Custodian I (School Year)	Step 1	\$17.59	\$18.07	\$18.57	\$19.08	\$19.60
	Step 2	\$19.69	\$20.23	\$20.79	\$21.36	\$21.95
	Step 3	\$21.96	\$22.56	\$23.18	\$23.82	\$24.48
	Step 4	\$24.33	\$25.00	\$25.69	\$26.40	\$27.13
Custodian II Floater	Step 1	\$17.59	\$18.07	\$18.57	\$19.08	\$19.60
	Step 2	\$19.69	\$20.23	\$20.79	\$21.36	\$21.95
	Step 3	\$21.96	\$22.56	\$23.18	\$23.82	\$24.48
	Step 4	\$24.33	\$25.00	\$25.69	\$26.40	\$27.13
Custodian III	Step 1	\$20.31	\$20.87	\$21.44	\$22.03	\$22.64
	Step 2	\$22.41	\$23.03	\$23.66	\$24.31	\$24.98
	Step 3	\$24.76	\$25.44	\$26.14	\$26.86	\$27.60
	Step 4	\$26.83	\$27.57	\$28.33	\$29.11	\$29.91
Night Supervisor	Step 1	\$20.38	\$20.94	\$21.52	\$22.11	\$22.72
	Step 2	\$22.51	\$23.13	\$23.77	\$24.42	\$25.09
	Step 3	\$24.79	\$25.47	\$26.17	\$26.89	\$27.63
	Step 4	\$26.92	\$27.66	\$28.42	\$29.20	\$30.00

Wage Schedule continued from page 18

<u>Position</u>	<u>Step</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/18</u>
Head Custodian	Step 1					
	Step 2	\$23.79	\$24.44	\$25.11	\$25.80	\$26.51
	Step 3	\$26.27	\$26.99	\$27.73	\$28.49	\$29.28
	Step 4	\$29.30	\$30.11	\$30.94	\$31.79	\$32.66
Full-Time Bus Drivers	Step 1	\$18.07	\$18.57	\$19.08	\$19.60	\$20.14
	Step 2	\$19.29	\$19.82	\$20.37	\$20.93	\$21.51
	Step 3	\$21.73	\$22.33	\$22.94	\$23.57	\$24.22
	Step 4	\$24.00	\$24.66	\$25.34	\$26.04	\$26.76
Part-Time Drivers	Step 1	\$12.76	\$13.11	\$13.47	\$13.84	\$14.22
	Step 2	\$15.06	\$15.47	\$15.90	\$16.34	\$16.78
	Step 3	\$17.27	\$17.75	\$18.24	\$18.74	\$19.25
	Step 4	\$21.73	\$22.33	\$22.94	\$23.58	\$24.22
General Worker	Step 1	\$12.59	\$12.94	\$13.30	\$13.67	\$14.05
	Step 2	\$12.78	\$13.13	\$13.49	\$13.86	\$14.24
	Step 3	\$13.19	\$13.56	\$13.93	\$14.31	\$14.71
	Step 4	\$15.76	\$16.19	\$16.64	\$17.10	\$17.57
Assistant Cook Charge Person	Step 1	\$13.89	\$14.27	\$14.66	\$15.06	\$15.47
	Step 2	\$15.14	\$15.56	\$15.99	\$16.43	\$16.88
	Step 3	\$16.48	\$16.93	\$17.40	\$17.88	\$18.37
	Step 4	\$17.94	\$18.43	\$18.94	\$19.46	\$20.00
Cook	Step 1	\$16.12	\$16.56	\$17.02	\$17.49	\$17.97
	Step 2	\$17.14	\$17.61	\$18.09	\$18.59	\$19.10
	Step 3	\$17.48	\$17.96	\$18.45	\$18.96	\$19.48
	Step 4	\$18.38	\$18.89	\$19.41	\$19.94	\$20.49
Manager	Step 1	\$21.79	\$22.39	\$23.01	\$23.64	\$24.29
	Step 2	\$22.65	\$23.27	\$23.91	\$24.57	\$25.25
	Step 3	\$23.58	\$24.23	\$24.90	\$25.58	\$26.28
	Step 4	\$24.31	\$24.98	\$25.67	\$26.38	\$27.11
Cafeteria Supervisor	Step 1	\$24.25	\$24.92	\$25.61	\$26.31	\$27.03
	Step 2	\$25.10	\$25.79	\$26.50	\$27.23	\$27.98
	Step 3	\$26.02	\$26.74	\$27.48	\$28.24	\$29.02
	Step 4	\$26.75	\$27.49	\$28.25	\$29.03	\$29.83

	2014-2015	2015- 2016	2016-2017	2017- 2018	2018-2019
Systems Engineer	\$91,257.55	\$93,767.13	\$96,345.73	\$98,995.24	\$101,717.60
Systems Engineer	\$83,500.78	\$85,797.05	\$88,156.47	\$90,580.77	\$93,071.74
Computer Technician	\$60,251.58	\$61,908.50	\$63,610.98	\$65,360.28	\$67,157.69

*Employees serving in the role of floating custodian shall generally be given a one (1) week notice prior to any shift change. The floating custodian will work a Monday through Friday schedule.

Section 4 - The General Worker who is required to drive materials between schools shall receive a fifty cent (\$.50) per hour stipend added to his/her normal hourly rate of pay when assigned to such work.

ARTICLE 17 - INSURANCE

Section 1 - All employees working thirty (30) or more hours per week be eligible for the following benefits:

- A. The Board shall provide a PPO health plan to all eligible employees as described in Appendix A entitled "Bloomfield Benefit Plan Description". Effective July 1, 2014, the employee pays 14% of the annual cost for either the individual, spouse, or family plan and the Board of Education pays 86% of the annual costs.

2014-2019 - 14%

- B. Anthem Blue Cross/Blue Shield Health Savings Account Preferred Provider Plan (PPO)

The Board shall provide a Health Savings Account Preferred Provider (PPO) health plan to all eligible employees as described in Appendix B entitled "ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED PROVIDER PLAN (PPO)". Effective July 1, 2014, the employee pays 10% of the annual cost for either the individual or employee plus one / family plan and the Board of Education pays 90% of annual costs. The Board of Education will contribute 50% of the annual Health Savings Account deductible deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board will prefund the employee's 50% annual Health Savings Account deductible deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan, the Board will then deduct the prefunded amount equally from the employees pay checks. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the

employee pays 20% of the claims up to the out of pocket maximum, then the claims are covered 100% up to one million dollars.

- C. Cafeteria bargaining unit employees working less than thirty (30) hours per week shall be entitled to purchase any insurance benefits herein at the current group rates provided the employee pays 100% of the premium.
- D. Group Life Insurance Plan - Employees have the option of purchasing twice their basic annual salary rounded off to the even thousand dollar amount above the sum. The employee shall pay the same percentage of the annual cost as noted in Section A above and the Board of Education shall pay the balance. Employees have the option of purchasing an additional one times their basic annual salary as insurance at their own cost.
- E. Blue Cross Full Service Dental Plan - Including Rider A (Additional Basic Benefits), Rider B (Prosthetics), Rider C (Periodontics), Rider D (Orthodontics), and Unmarried Dependent Child Rider. The employee shall pay the same percentage of the annual cost as noted in Section A above and the Board of Education shall pay the balance.

Section 2 - The Board shall have the option of changing medical and group insurance carriers provided the coverage is equal to or superior to the present coverage.

Section 3 - All references in this Agreement to types of benefits are solely for the purpose of description and identification and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section 4 - The Board, under the Town Pension Plan, shall make available to each retired employee who retires after the effective date of this Agreement and his/her enrolled dependents, Major Medical, Blue Cross (hospitalization) and Blue Shield coverage or the Blue Cross/Blue Shield Century Preferred Plan (depending on which plan the employee was enrolled in at the time of retirement) as if the employee were still working. This coverage shall be provided from the day of retirement until the date upon which said employee becomes eligible for Medicare or some other national health insurance program or until age sixty-five (65) whichever is sooner, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of a comparable nature from or through another employer, and each retiree to be eligible for benefits hereunder shall declare whether he/she has such comparable coverage, annually and in writing. If no such written declaration is received, then the Board shall be permitted to drop the coverage on said retired employee after due notice of such elimination of coverage is sent by the Board registered mail, return receipt requested. The Board shall pay one hundred percent (100%) of the individual premium for the retiree and their dependents' coverage. It shall be incumbent upon the employee to provide said statement and no demand need be made by the Board, save for the form to be sent by the Board to the said employee advising said employee of his/her obligation to do so declare.

In addition to certifying that said employee has not received any additional insurance coverage, employee

must verify annually that he/she has not become eligible for comparable coverage on an annual basis, or absent this declaration, the Board may discontinue coverage.

This section is for informational purposes only. Full explanation of retiree insurance is outlined in the Town of Bloomfield's Retirement Income Plan.

ARTICLE 18 – PENSION

All bargaining unit members hired prior to July 1, 2006, shall have the option to be covered by the Town of Bloomfield Pension Plan. All new members hired on July 1, 2006 and after, are required to participate in the Town of Bloomfield Pension Plan in accordance with the provisions of the Plan.

ARTICLE 19 - DISCIPLINE/PERSONNEL FILES

Section 1 - Every employee shall have the right to see and review his/her personnel file by appointment with the Assistant Superintendent of Schools. This right shall be used, on a reasonable basis.

Section 2 - Copies of any evaluation reports placed in the employee's personnel file shall be given to the employee.

Section 3 - Disciplinary Process

- A. All disciplinary actions shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.
- B. All suspensions and discharges must be stated in writing with the reason given and a copy provided to the employee at the time of suspension or discharge. A copy shall also be forwarded to the Union at the time it is provided to the employee.
- C. *Serious misconduct shall be grounds for immediate suspension or discharge and need not follow the procedures listed in Section D below. Examples of serious misconduct include but are not limited to: theft, moral turpitude, insubordination, falsification of time card.
- D. *Disciplinary actions shall include:
 - 1. Verbal discussion of problems
 - 2. Written warning
 - 3. Suspension without pay
 - 4. Termination

and shall follow in this order except as noted in Section C above as serious misconduct.

*C & D do not apply to the employees in the IT Department

Section 4 - The Board of Education shall, as soon as possible, notify the Union in writing of any

discharge, dismissal, or any disciplinary action, and the reason or reasons for such action.

Section 5 - The Board shall provide copies of all materials in the file upon request of the employee. The Board shall provide no more than two (2) copies of an employee's personnel file per year. Employees may request that the Board correct, amend, or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.

ARTICLE 20 - GENERAL PROVISIONS

Section 1 - Workers' Compensation - The Board shall have the right to demand an examination every three (3) months of said employee and the employee so injured shall be required to have his own compensation doctor furnish the Board a statement saying that he/she cannot come back to work in the medical opinion of said doctor. It is further agreed that in the event that said employee can return to work in a limited capacity, he/she must so return to work once certified by his compensation doctor. In the event that any employee shall fail to furnish the certification as specified above or shall fail to submit to the quarterly examinations which the Board may require, then in that event, that employee shall lose any additional workers' compensation benefits to be paid by the Board and shall be limited in his/her recovery to only those benefits payable under the workers' compensation act.

Section 2a – Effective July 1, 2014, employees in the bargaining unit shall be paid bi-weekly for the duration of this Agreement. All employees shall be paid via direct deposit. Effective July 1, 2014, ten-month employees shall be paid bi-weekly over twenty-two (22) pay periods per year.

Section 2b – I.T. Department will continue to be paid bi-weekly.

Section 3 - If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 4 - Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that said employees have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

Section 5 - *If an employee is assigned to perform work in a higher classification, the employee so assigned will be paid at the rate for that higher classification at the step next above his/her normal pay for the period so assigned.

* Does not apply to the employees in the IT Department

Section 6 - The Board of Education shall provide copies of the Agreement in sufficient numbers for the membership to the Union President.

Section 7 - In the event that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) calendar days of the date that a particular position has been vacated, and when a new position has been created, within one hundred twenty (120) calendar days from the date that such new

position has been created.

Section 8 - Whenever possible, all notices received by the Board of Education concerning member training will be posted.

Section 9 - All members of the various classifications shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one (1) full step, over which he/she was receiving at the lower classification.

Section 10 - *The Bloomfield Board of Education shall reimburse members of the bargaining unit for any costs incurred in receiving flu shots in the winter and poison ivy shots in the spring from the municipal health department or equivalent medical office.

* Does not apply to the employees in the IT Department

Section 11 - When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

Section 12 - If there is any previously adopted personnel policy, rule or regulation of the Board of Education which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 13 - When an employee is required to use his/her own motor vehicle to perform Board of Education business or attend conferences at the direction of the Superintendent or his/her designee, he/she shall be reimbursed on the basis of the then current IRS rate per mile traveled.

Section 14 - Any employee who is required by the Board of Education to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference.

Section 15 - *Except when deemed inappropriate to do so by the Superintendent in his sole discretion, it shall be the policy that the Superintendent or his/her designee will not investigate or take action on a complaint concerning a member of the bargaining unit made by a member of the public until a signed and written complaint that includes a particular description of the acts complained of and names and addresses of witnesses, if any, has been submitted. Within twenty-one (21) days, an investigation may be initiated by the Superintendent, if in his/her determination it is warranted. In all cases, the decision of the Superintendent regarding whether to follow this procedure shall be final and shall not be subject to the grievance procedure.

* Does not apply to the employees in the IT Department

Section 16 - The Board will adopt an Internal Revenue Code Section 125 Pre-Tax Conversion Account for employee premium contributions. Additionally, the Board will adopt Internal Revenue Code Section 105, 106, and 129. The Internal Revenue Codes and their implementing regulations shall govern the administration of these Plans.

Section 17 - *The Board will allocate \$3,000 for the purpose of reimbursing employees for vandalism to their cars while on school duty whether or not the car is covered by insurance. Any employee who wishes to file a claim for reimbursement under this paragraph must notify the Business Office by the end of the school day immediately following the incident giving rise to the claim. All reimbursements for car vandalism will be held until the end of the school year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the fund. It is agreed that an employee filing for reimbursement for automobile vandalism will provide a statement that no claim is filed with the employee's insurance carrier for reimbursement, except for any deductible that is not covered by the carrier.

* Does not apply to the employees in the IT Department

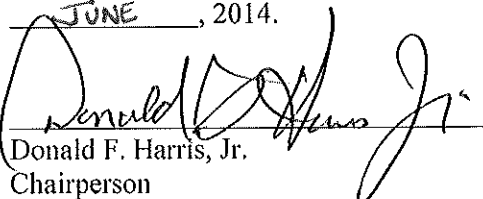
ARTICLE 21 – DURATION


Section 1 - The effective date of this Agreement shall be July 1, 2014 and it shall remain in effect until June 30, 2019. This contract shall, after that date, remain in effect during negotiations until agreement is reached and signed to modify this Agreement.

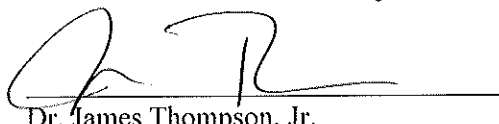
At least one hundred and twenty (120) days before the expiration date of this contract, the parties agree to meet and begin to discuss a new Agreement.


The parties may, by mutual agreement, modify any terms and/or conditions of employment in this Agreement. Such change(s) shall be reduced to writing, signed by the parties, and provided to all members of the bargaining unit.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals this 2ND day of JUNE, 2014.


Donald F. Harris, Jr.
Chairperson


Kevin E. Boyle Jr.
President, UPSEU


Dr. James Thompson, Jr.
Superintendent of Schools


Tim Hart- President
UPSEU Local #424 –12

APPENDIX A - INSURANCE

BLOOMFIELD BENEFIT PLAN DESCRIPTION



BLOOMFIELD BOE - 000156-126

CENTURY PREFERRED \$15/\$0/\$50/\$0

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS

	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$15 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	No Charge	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not Covered
Emergency Room (ER) Copayment - <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	No Charge	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not Applicable	\$250/\$500/\$625
Coinsurance		20% after deductible up to
Coinsurance Maximum (<i>individual/2-member family/3+ member family</i>)		\$1,000/\$2,000/\$2,500
Cost Share Maximum (<i>individual/family</i>)		\$1,250/\$3,125
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations	No Copayment	
Routine eye exams (1 every two years)	No Copayment	
Routine OB/GYN visits	No Copayment	
Mammography	No Charge	
Hearing screening (1 every two years)	No Copayment	

MEDICAL CARE

Office visits	OV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care - <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic	No Charge	
Allergy services	No Charge	
Office visits/testing	OV Copayment	
Injectons—80 visits in 3 years	No Copayment	

HOSPITAL CARE - Prior authorization required

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	No Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse (60 days per calendar year)	No Copayment	
Skilled nursing facility - <i>up to 120 days per calendar year</i>	No Copayment	
Rehabilitative services - <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery - <i>in a hospital or surg-center</i>	No Charge	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care - <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care - <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance (<i>Unlimited</i>)	No Charge	No Charge



OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services <i>50 combined visit maximum for PT, OT, ST and Chrio per year.</i>	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices Unlimited	No Copayment	
Infertility services – No age or cycle restrictions	Applicable Copayment	Deductible & Coinsurance
Home health care – 200/80	No Charge	\$50 Deductible & 20% Coinsurance

MENTAL HEALTH/SUBSTANCE ABUSE – FEDERAL MENTAL HEALTH PARITY		
Inpatient – Unlimited – Prior authorization required	No Copayment	Deductible & Coinsurance
Outpatient office visits – 40 visits calendar year maximum	OV Copayment	Deductible and 20% coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ♦ 7 exams, birth to age 1
- ♦ 7 exams, ages 1 - 5
- ♦ 1 exam every year, ages 6 - 11
- ♦ 1 exam every year, ages 11 - 22

Mammography

- ♦ 1 baseline screening, ages 35-39
- ♦ 1 screening per year, ages 40+
- ♦ Additional exams when medically necessary

Adult Exams

- ♦ 1 exam every year, ages 22+

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ♦ Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.
- ♦ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ♦ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

FULL DENTAL PLAN

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- ☐ Oral Examinations
- ☐ Periapical and bitewing X-rays
- ☐ Topical fluoride applications for members under age 19
- ☐ Prophylaxis, including cleaning, scaling and polishing
- ☐ Relining of dentures
- ☐ Repairs of broken removable dentures
- ☐ Palliative emergency treatment
- ☐ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ☐ Simple extractions **
- ☐ Endodontics - including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When a member receives care from one of our Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This is not a legal contract. It is only a general description of the Preventive Plus Dental Plan benefits, limitations and exclusions. A complete listing of benefits, limitations and exclusions can be found in the Master Group Policy or Description of Benefits.

Dental Amendatory Rider A

Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ♦ Inlays (not part of bridge)
- ♦ Onlays (not part of bridge)
- ♦ Crown (not part of bridge)
- ♦ Space Maintainers
- ♦ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ♦ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Dental Amendatory Rider B

Prosthodontics

The following prosthetic services are provided under Dental Amendatory Rider B:

- ◆ Dentures, full and partial
- ◆ Bridges, fixed and removable
- ◆ Addition of teeth to partial dentures to replace extracted teeth

The dental services listed above are subject to the following qualifications:

Anthem Blue Cross and Blue Shield will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement.

We will not pay for a denture or bridge replacement which is provided less than five years following a placement or replacement which was covered under the contract. We also will not pay for crowns splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider B. Refer to your Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

Dental Amendatory Rider C

Periodontics

Periodontal services consisting of:

- ♦ Gingival curettage
- ♦ Gingivectomy and gingivoplasty
- ♦ Osseous surgery, including flap entry and closure
- ♦ Mucogingivoplastic surgery
- ♦ Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider C. Refer to your Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

DENTAL AMENDATORY RIDER D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



*VISION CARE PLAN
Century Preferred*

ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:

- ♦ Yearly eye examinations for vision corrections
- ♦ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- ♦ In-plan and out-of-plan coverage.

VISION EXAM COVERAGE:

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

OPTICAL SERVICES:

Frames for prescription lenses	Up to \$28 per calendar year
Single vision lenses	Up to \$33.50 per calendar year
Bifocal lenses	Up to \$52 per calendar year
Trifocal lenses	Up to \$84 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$225 per calendar year
Contact lenses when used for any other reason, equivalent to amount payable for single vision	Up to \$33.50 per calendar year

PRINCIPAL LIMITATIONS & EXCLUSIONS

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Anthem Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

APPENDIX B

ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED PROVIDER PLAN (PPO) SCHEDULE OF BENEFITS

The Board of Education will contribute 50% of the annual health Savings Account deposit based on an annual total deposit of \$2,000 for an employee plan and \$4,000 for an employee plus one or family plan. The Board will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees. In Network Preventive Care Visits are paid 100% by plan and do not come out of the health savings account. In Network visits are first paid for by the annual deductible/health savings account and then covered 100% by the plan. Out of Network visits are first paid for by the annual deductible/health savings account and then the employee pays 20% of the claims up to the cost share maximum, then the claims are covered 100%.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual / aggregate family)	\$2,000 / \$4,000	
Coinsurance	Not Applicable	20% after deductible up to
Out of Network Out of Pocket Maximum (individual / aggregate family)	\$4,000 / \$8,000	
Lifetime Maximum	Unlimited	Unlimited

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening (See Preventive Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance

APPENDIX B

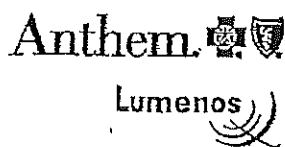
ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED PROVIDER PLAN (PPO) SCHEDULE OF BENEFITS

Specialty Hospital 100 days per Member per Calendar Year. One maximum met rolls over to out-of-network benefit.	Deductible	Deductible & Coinsurance
Outpatient Surgery In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Physical, occupational, and speech therapy and Chiropractic Care up to 50 visits per Member per Calendar Year. Once maximum met rolls over to out-of-network benefit.	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or freestanding dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN/MEDICAL/SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance

APPENDIX B

ANTHEM BLUE CROSS BLUE SHIELD HEALTH SAVINGS ACCOUNT PREFERRED PROVIDER PLAN (PPO) SCHEDULE OF BENEFITS

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Prescription Drugs (Retail Pharmacy) The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30-day supply.	Deductible	Deductible & Coinsurance
Mail Order Prescription Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.	Deductible	Deductible & Coinsurance
Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
Human Organ and Tissue Transplant Services Unlimited maximum	Deductible	Deductible & Coinsurance
Home Health Care Nursing and therapeutic services limited to 200 visits Home health aide services limited to 80 visits that are applicable to the 200 visit limit	Deductible	Deductible & Coinsurance
Infusion Therapy (Unlimited lifetime maximum)	Deductible	Deductible & Coinsurance



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care.

This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2011, contributions can be made to your HSA up to the following:

\$3,050 individual coverage

\$6,150 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage

\$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$4,000 individual coverage

\$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

Complete the MyHealth Assessment online

Enroll in the MyHealth Coach Program

Graduate from the MyHealth Coach Program

Complete our Tobacco Free Program

Complete our Healthy Weight Program

You can earn:

\$50

\$100

\$200

\$50

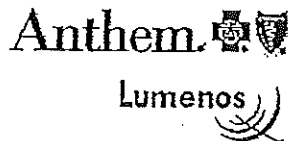
\$50

Some eligibility requirements apply. See page 2 for program descriptions.

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

Group Gift Card

CGHSA584 w GC NGF (1/11)



Lumenos HSA Plan Summary

Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 per plan year. The health information you provide is strictly confidential.
- **MyHealth Coach:** If you qualify for the MyHealth Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 for enrolling in the MyHealth Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the MyHealth Coach Program (one reward per covered person per year).
- **Tobacco Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.
- **Healthy Weight Program:** Our Healthy Weight Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the program.

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 (DtaP)
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.

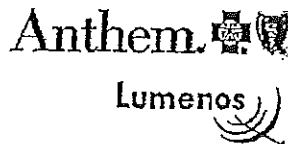
Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
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.

CGHSA584 w GC NGF (1/11)



Lumenos HSA Plan Summary

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 shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below.

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- 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

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 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member per calendar year for in- and out-of-network services.

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

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.

CGHSA584 w GC NGF (1/11)