

## TABLE OF CONTENTS

		_
Article I	Recognition	1
Article II	Non-Discrimination	1
Article III	Probationary Period	1
Article IV	Union Security and Check-Off	2
Article V	No Strike/No Lockout	3
Article VI	Bulletin Boards	3
Article VII	Grievance Procedure	3
Article VIII	Disciplinary Procedure	5
Article IX	Assignment and Transfer	5
Article X	Protection of Employee	6
Article XI	Personnel File	6
Article XII	Union Activities	7
Article XIII	Bargaining Unit Work	7
Article XIV	Seniority	8
Article XV	Prior Practice	8
Article XVI	Residency	9
Article XVII	Pension	9
Article XVIII	Savings Clause	9
Article XIX	Labor Management Co-Operation	9
Article XX	Professional Development	10
Article XXI	Layoff and Recall	10
Article XXII	Leaves of Absence	11
Article XXIII	Workers' Compensation	12
Article XXIV	Health and Insurance Benefits	13
Article XXV	Holidays	16
Article XXVI	Vacation	16
Article XXVII	Sick Leave	16
Article XXVIII	Hours of Work	17
Article XXIX	Management Rights	18
Article XXX	Duration	18
Article XXXI	Wages	19
	Signature Page	19
	Attachment "A" Wage Rates & Stipends	20

This Agreement entered into as of July 1, 2017, by and between the Branford Board of Education (hereinafter referred to as the "Board") and Local 1303-365 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Local").

# ARTICLE I RECOGNITION

#### Section 1.1

The Board hereby recognizes Local 1303-365 of Connecticut Council 4, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all nurses and school health aides pursuant to the certification of representation and June 4, 1996 Settlement Agreement in Case No. ME-17,775.

#### Section 1.2

Job descriptions for positions in this bargaining unit are available for review and are located in the Superintendent's office.

# ARTICLE II NON-DISCRIMINATION

#### Section 2.1

There shall be no discrimination, coercion or intimidation of any kind against any member of the bargaining unit on any basis prohibited by law, including marital status, sex, sexual orientation, gender identity or expression, race, creed, color, religious belief, age, disability, genetic information or union activity or membership. Grievances brought under this non-discrimination clause may be appealed through Step Two of the Grievance Procedure, but shall not be subject to arbitration.

#### ARTICLE III PROBATIONARY PERIOD

#### Section 3.1

Newly hired employees shall be subject to an initial probationary period of ninety (90) working days.

#### Section 3.2

An employee may be disciplined or discharged at any time during the probationary period. Such discipline or discharge is without the right of appeal and is not subject to the grievance procedures set forth in this Agreement. Employees so disciplined or discharged shall be notified in writing of the reason for the discipline or discharge.

After completion of the probationary period, all paid leave to which an employee may be entitled under this Agreement shall be pro-rated based on the date of hire and may be used in accordance with applicable provisions of this Agreement.

6126904v2

#### Section 3.3

During the probationary period, the employee shall not attain seniority rights under this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

# ARTICLE IV UNION SECURITY AND CHECK OFF

#### Section 4.1

Dues or agency fees shall be deducted in ten (10) monthly installments beginning with the second payroll in September and each month thereafter.

#### Section 4.2

Names of employees employed to fill positions covered by the Agreement shall be furnished to the Local by the Board upon reasonable request.

#### Section 4.3

Dues or agency fees deducted shall be sent to Council #4 no later than fifteen (15) calendar days from the day for which they are deducted and made payable to Local 1303-365. Such deduction shall be accompanied by a list of names and addresses and social security numbers.

#### Section 4.4

All employees in the bargaining unit shall either pay dues or agency fees established by the Local as a condition of employment.

#### Section 4.5

New Employees shall be subject to Section 4.4, starting the first full month after thirty (30) days from the date of hire.

#### Section 4.6

If an employee does not have Local dues or the agency fee deducted from his/her pay for that month due to their being on vacation, extended sick leave, leave of absence or any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

#### Section 4.7

When an employee does not have sufficient money due him after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues or service fee for that month will be collected by the Union directly from the employee.

#### Section 4.8

Changes in dues will be sent to the Board of Education upon prior notice from AFSCME Headquarters.

#### Section 4.9

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of any provisions of this Article, including reasonable attorney's fees.

#### Section 4.10

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this Section promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

#### ARTICLE V NO STRIKE/NO LOCKOUT

#### Section 5.1

The Local agrees that during the length of this Agreement, there will be no strikes.

#### Section 5.2

The Board agrees that during the length of this Agreement, there will not be a lock out of its employees.

#### ARTICLE VI BULLETIN BOARDS

#### Section 6.1

The Local shall be allowed bulletin board space in each school for purposes of posting meeting, professional activity, AFSCME newsletters and other Union information. Such notices shall not be of a derogatory nature against the Board.

#### ARTICLE VII GRIEVANCE PROCEDURE

#### Section 7.1

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees.
- B. Both parties shall agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the proceedings shall be closed to the public, subject to applicable law.

- C. Nothing herein stated shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.
- D. The grievant has the right to union representation at any and every stage of this procedure.
- E. On any grievance where the Building Level Administrator or the Superintendent or his designee fails to comply with the specified times limits, the grievances may be forwarded to the next step in the grievance procedure. Time limits may be waived by mutual agreement.

#### Section 7.2

- A. Grievance shall mean a claim by the Local, an employee or a group of employees that there has been a violation, misinterpretation or misapplication of the Agreement, or of administrative directives or policies of the Board which directives or policies constitute mandatory subjects of bargaining within the meaning of the M.E.R.A. Only a claim that there has been a violation, misinterpretation or misapplication of the Agreement may proceed beyond Step Two of the grievance process. Claims of violations or misinterpretation of administrative directives or policies of the Board may be processed up to Step Two and then may be presented to a hearing of the Board, provided that a request for a Board-level hearing must be submitted to the Board within ten (10) days of the Step Two response.
- B. Days shall mean nurses scheduled working days, except that following the end of the school year "days" shall mean business days until the first day of school in the next academic year. All grievances must be filed prior to the end of the work year.

#### Section 7.3

## Step One - Building Level Administrator

- A. If an employee feels that she may have a grievance, he/she may first discuss the matter with his/her Building Level Administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.
- B. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with his/her Building Level Administrator.

## Section 7.4

## Step Two - Superintendent or his Designee

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may, within ten (10) days after the occurrence or the date the employee knew or should have known of the occurrence file a written grievance with the above.
- B. The Superintendent or his/her designee shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and with a representative of the Union for the purpose of resolving the grievance.

C. The Superintendent or his/her designee shall within three (3) days after the hearing, render his/her decision and the reasons thereof in writing to the aggrieved person with a copy to the Union.

#### Section 7.5

#### Step Three - Arbitration

- A. The Union may, within fifteen (15) days after receipt of the Step Two decision, submit the grievance to arbitration by filing a demand for arbitration with the Connecticut State Board of Mediation and Arbitration (CSBMA) or the American Arbitration Association (AAA), which shall act as the Administrator of the proceedings. In the event that the Union files with the CSMBA, the Board may require that the matter be filed with the AAA. The parties agree that expedited arbitration can be used by agreeing to a neutral prior to submission.
- B. The arbitration costs shall be borne equally by both parties.
- C. The Arbitration proceedings shall be in accordance with either the CSBMA's or the AAA's policies and procedures.

# ARTICLE VIII DISCIPLINARY PROCEDURE

#### Section 8.1

No employee shall be discharged, suspended without pay, or receive a written warning without just cause. Grievances regarding written warnings may be appealed through Step Two of the Grievance Procedure, but shall not be subject to arbitration.

#### Section 8.2

All suspensions and discharges and disciplinary actions must be stated in writing and a copy sent to the President of the Local.

#### Section 8.3

Normally, disciplinary actions shall include either (a) a verbal warning, (b) a written warning, (c) suspension(s) or (d) discharge. However, the nature of the offense may warrant a change from this progressive disciplinary pattern.

# ARTICLE IX ASSIGNMENT AND TRANSFER

#### Section 9.1

The Board shall not arbitrarily or capriciously transfer employees in the Bargaining Unit.

#### Section 9.2

To the extent possible, transfers shall not be put into effect or announced without prior personal conference with the employee involved, and the Union if desired by the employee. Input from the Nurse Coordinator shall be obtained prior to the transfer.

#### Section 9.3

When involuntary transfers are necessary, length of service in the School System shall be a factor in determining which employee is to be transferred.

# ARTICLE X PROTECTION OF EMPLOYEE

#### Section 10.1

Employees shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault, suffered by them in connection with their employment.

#### Section 10.2

Such reports shall be forwarded to the Superintendent, and the Board shall comply with any reasonable request from the employee for information in its possession not privileged under the law which relates to the incident or the persons involved.

#### Section 10.3

If civil action proceedings are brought against an employee alleging that he/she committed an assault or alleging professional misconduct or negligence in the course of or in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings pursuant to Connecticut General Statutes Section 10-235.

# ARTICLE XI PERSONNEL FILE

#### Section 11.1

An employee's personnel file shall be defined as that which is maintained in the Superintendent's Office.

#### Section 11.2

Any employee covered by this Agreement shall at his or her request be allowed to review his or her personnel file after having given three (3) working days notice.

#### Section 11.3

No new material shall be placed in an employee's file unless the employee has been notified.

#### ARTICLE XII UNION ACTIVITIES

#### Section 12.1

One (1) member of the Union Grievance Committee, and the grievant shall be granted leave from work, without loss of pay, for all meetings and arbitration hearings between the Board and the Local for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty. Every effort will be made to schedule such meetings when such member and the grievant are not scheduled to be on duty so as to avoid any conflicts with job duties and responsibilities. In addition, the Local President, and the impacted individual where appropriate, will be allowed leave from work for proceedings conducted by the State Board of Labor Relations pursuant to M.E.R.A.

#### Section 12.2

The President of the Local shall be granted up to three (3) days of leave from duty without loss of pay per school year for Union conferences, seminars, and conventions, provided the President submits a written notification for such leave to the Superintendent or the Superintendent's designee at least two (2) weeks in advance.

#### Section 12.3

; .

The Board shall make available to the Local the facilities of the schools for the purpose of conducting meetings of the Local subject to the following conditions:

- A. The meeting is to be conducted outside of the normal instructional day.
- B. Request for use of facilities has been made to the Building Level Administrator and approved at least two (2) days prior to the meeting date.
- C. The meeting is held at a time when the building is normally open and custodial staff is available on a non-overtime basis.

# ARTICLE XIII BARGAINING UNIT WORK

#### Section 13.1

If the Board of Education intends to privatize or subcontract bargaining unit work, the Board shall comply with its obligations under M.E.R.A. and shall notify the local in writing as expeditiously as possible of its intent in advance of any action contemplated pursuant to this section.

#### Section 13.2

After said notice, the Local shall have the opportunity, at its request, to address the Board concerning at least the following:

1. The possibility of the Board's retention of bargaining unit employees;

2. The employment of the bargaining unit members by the third party.

#### Section 13.3

The Board agrees to allow Local 1303-365 access in accordance with the provisions of the Freedom of Information Act to contracts entered into for the purpose of this Section.

## ARTICLE XIV SENIORITY

#### Section 14.1

Seniority is defined as the total length of continuous service with the Branford Board of Education, from the date of hire. Seniority will continue to accrue during paid authorized leaves of absence. The Board shall annually on or before September 15 furnish the Union with a Seniority listing.

#### Section 14.2

When a vacancy first occurs in the bargaining unit the Board will, as expeditiously as possible, decide whether or not to fill the position. If the position is to be filled, the Board shall post the position for a period of five (5) working days. It shall be awarded first to employee(s) in the unit based on seniority, skill and ability. If there are no bidders or qualified employees, then the Board may fill the vacancy from outside the bargaining unit.

#### Section 14.3

Seniority will be used for purposes stated within this Agreement.

#### Section 14.4

Employees shall have the option to receive their wages over a twelve (12) month calendar period.

#### Section 14.5

The Board shall continue to provide CPR training to employees covered under the Agreement with no cost to the employee. The Board shall also continue to provide Red Cross First Aid Certification training for aides at no cost.

# ARTICLE XV PRIOR PRACTICE

#### Section 15.1

Bargaining unit employees shall be eligible for mileage reimbursement in the amount equal to the IRS per mile rate for inter-school travel. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel.

#### Section 15.2

It is understood that the School Based Health Clinic work currently being performed was not intended to displace school nurses work.

#### Section 15.3

It is understood that any and all past practices that existed prior to implementation of this Agreement have been identified at the bargaining table and are specifically referenced in this Article or incorporated as specific provisions elsewhere in this Agreement. Accordingly, neither the Union nor any employee shall make a claim concerning any past practice alleged to have existed prior to implementation of this Agreement. Nothing herein is intended to foreclose the Union or an employee from making a claim concerning any possible practice that may develop after the date of implementation of this Agreement.

#### ARTICLE XVI RESIDENCY

#### Section 16.1

There shall be no residency requirement for bargaining unit employees.

# ARTICLE XVII PENSION

#### Section 17.1

The Branford Board of Education agrees to remain a participating member in the Municipal Employees Retirement Fund and further agrees to abide by its rules and regulations.

# ARTICLE XVIII SAVINGS CLAUSE

#### Section 18.1

In the event that any federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

## ARTICLE XIX LABOR MANAGEMENT CO-OPERATION

#### Section 19.1

The Local and the Superintendent shall each designate two (2) people to meet and or confer at mutually convenient times for purposes of addressing and or resolving issues of mutual concern.

# ARTICLE XX PROFESSIONAL DEVELOPMENT

#### Section 20.1

Members of the bargaining unit shall be allowed to request and take paid time off from work for purposes of attending professional career enhancement. In addition to such time off with pay, a maximum of \$5,000 for the entire bargaining unit shall be available for reimbursement for registration/tuition and mileage (at the IRS rate), if approved of in advance by the Superintendent or his designee. Time off shall not be more than three (3) days per school year.

#### Section 20.2

Such requests pursuant to Section 20.1 shall not be unreasonably denied.

#### ARTICLE XXI LAYOFF AND RECALL

#### Section 21.1

In the event there is a reduction in or a proposed reduction in the number of employees, the Board shall notify the Union President and the affected employee(s) as soon as possible, but in no event less than seven (7) calendar days before the effective date of the layoff. Employees on family or medical leaves shall be so notified.

#### Section 21.2

The order of layoff for employees covered by this Agreement shall be within the job title as follows:

- 1. Probationary employees, part-time before full-time;
- 2. Full-time employees (based upon the following factors: seniority and qualification based upon job description and work record).

#### Section 21.3

Employees who are laid off under this Article shall have recall rights as follows:

- 1. The affected employee shall notify the Superintendent of Schools in writing at the time of layoff that he/she requests placement on a recall list.
- 2. Employees who are laid off shall have recall rights to return to his/her former job title.
- 3. For a period of eighteen (18) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position in that job title should become vacant and the Board decides to fill said vacancy.
- 4. No person shall be newly employed until all persons on the recall list have been notified by mail, and such persons either are offered re-employment, or declined such re-employment

6126904v2

offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a letter notifying the employee of a recall opportunity within five (5) days of issuance of the letter, the employee shall lose recall rights.

#### ARTICLE XXII LEAVES OF ABSENCE

#### Section 22.1

A member who is called for jury duty shall receive the leave necessary to fulfill this obligation.

Such leave shall not be deducted from other leave privileges.

Members shall report to work on any work day or portion of a work day court is not in session or when they are legally excused.

While on jury duty, a member shall be paid the difference between his/her pay and the jury fee.

#### Section 22.2

If an employee is subpoenaed to appear in Court for a school-related incident, his/her absence is not to be deducted from any other "earned days," and he/she will receive full pay for the day(s) spent in Court or for preparation time at the direction of counsel for the school district, or at the direction of the Superintendent or his/her designee.

#### Section 22.3

Members of the bargaining unit shall be allowed five (5) non-cumulative days of absence with pay for a death in the immediate family (spouse, child, sibling or parent). Three (3) days funeral leave may be used for death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. One (1) day funeral leave may be used for death of aunt or uncle or first cousin.

#### Section 22.4

#### **Family and Medical Leave Act**

Eligible employees will receive Family Medical Leave ("FMLA") pursuant to Board of Education policy and applicable federal or state statutes.

#### Section 22.5

Leaves of absence related to pregnancy will be granted consistent with current provisions of Federal and State statutes.

#### Section 22.6 - Long-Term Leaves of Absence

Leaves of absence ranging from three (3) months to one (1) year in duration may be granted without pay at the discretion of the Board of Education.

6126904v2

An employee on leave of absence who wishes to return to employment shall receive the first vacancy for which the employee is eligible, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.

All applications for long-term leave must explain the reasons for such requests.

#### Section 22.7 - Short-Term Leave

A short-term leave of absence shall consist of a leave of less than three (3) months.

Employees shall make application for such leave, in writing, to the Superintendent or the Superintendent's designee, at least thirty (30) days in advance, except in emergencies.

#### Section 22.8

Employees shall receive three (3) noncumulative personal days, per contract year, provided an appropriate form is completed and such days are used for the discharge of legal responsibilities which cannot be discharged except during the regular work week and for other unavoidable conflicts of a personal nature involving the individual employee. Such leave may not be taken either the day before or after a holiday or in conjunction with any of the school vacations. However, with the permission of the Superintendent or his/her designee, such leave may be granted, except that such request shall be granted on a case-by-case basis.

#### Section 22.9

An additional personal day may be granted by the Superintendent or his designee to an employee for purposes of the observance of a religious holiday. The granting of such day shall not be arbitrarily or unreasonably denied.

# ARTICLE XXIII WORKERS' COMPENSATION

#### Section 23.1

An employee who is receiving Workers' Compensation benefits shall be paid at the rate provided for in the Workers' Compensation Act. However, an employee who wishes to be paid his/her full salary during such time period may do so by using one-third of a day deducted from the employee's accumulated and/or annual sick leave for each day of absence. Under no circumstances shall an employee absent from school under this provision receive total salary greater than the employee's gross regular salary less Federal and State income taxes.

#### Section 23.2

During the waiting period after an employee applies for workers' compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. If subsequently a determination is made that the employee is eligible for workers' compensation, the Board will be reimbursed by the employee from the proceeds of the workers' compensation and an adjustment will be made to the employees sick leave account.

#### Section 23.3

Employees injured in the course of their official duties and in the performance of their work when such injury is compensatory under workers' compensation laws shall not be charged for sick leave while receiving workers' compensation.

# ARTICLE XXIV HEALTH AND INSURANCE BENEFITS

#### Section 24.1

#### A. Health Care Benefits

- 1. The Board shall provide to all eligible full-time bargaining unit employees, and their eligible dependents, health insurance coverage.
- 2. The Board shall provide to all eligible full-time bargaining unit employees and their eligible dependents, a dental plan.
- 3. The Board shall provide to all eligible part-time bargaining employees, spouse and their eligible dependents, health insurance coverage based on the premium cost-sharing percentages described in Section 24.1.C., Benefit Coverage, below.

The sole plan offered by the Board shall be a high deductible health plan (HDHP) with a Health Savings Account including the following components:

For the period July 1, 2017 through June 30, 2020:

	In-Network	Out-of-Network	
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$20	000/4000	
Co-insurance	N/A	20% after deductible	
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000	\$4000/8000	
Lifetime Maximum	Unlimited	Unlimited	
No post-deductible prescription co-pays.			

6126904v2

#### Effective July 1, 2020:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2	000/4000
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$50	000/\$7150
Lifetime Maximum	Unlimited	Unlimited
Post-deductibl	e RX co-pays: \$10/25/	40

The Board will fund fifty percent (50%) of the applicable HDHP deductible amount for each bargaining unit member enrolled in the HDHP. For the 2017-18 contract year, half of the Board's contribution toward the HSA deductible will be deposited into the employee's HSA in July and the other half shall be deposited in September. Effective July 1, 2018, half of the Board's contribution toward the HSA deductible will be deposited into the employee's HSA in July and the other half shall be deposited in January. The Board's contribution toward the deductible will be pro-rated during any partial years of employment (based on the total number of months worked by such employee in proportion to the entire July 1 through June 30 contract year). In the event that an employee retires or resigns from employment during a contract year, the employee shall reimburse the Board in an amount equal to the unearned portion of the Board's contribution toward the deductible through an adjustment in the employee's final wage payment(s).

A nurse may apply to the Superintendent or his/her designee, on behalf of the Board, for preliminary funding of the Board's contribution to the deductible in an emergency or catastrophic situation. It shall be in the sole discretion of the Board whether to grant such emergency distribution of preliminary funding of the Board's contribution to the deductible.

The parties acknowledge that the Board's contribution toward the funding of the HDHP deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP for retirees or other individuals upon their separation from employment.

A Health Reimbursement Account (HRA) shall be made available for any employee who is precluded from participating in a Health Savings Account (HSA) because the employee receives Medicare and/or Veterans' Benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

#### B. Life Insurance

1. All full-time personnel covered by this Agreement shall receive group term life insurance with accidental death and dismemberment provision in the amount of \$50,000.

- 2. All full-time personnel members covered by this Agreement may elect to purchase additional term life insurance at group rates and with payroll deduction privileges, provided:
  - a. That said coverage is offered only in equal amounts.
  - b. That participation requirements set forth by the insurance carrier are met.

#### C. Benefit Coverage

1. The benefits referenced in Section A shall be provided through premium cost sharing.

The Board and the employees shall be responsible for the following percentages of the premium cost:

	Effective and Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020
Board	86.5%	86.0%	85.5%	85.0%
Employee	13.5%	14.0%	14.5%	15.0%

2. The benefits referenced in Section A. above, concerning part-time employees, shall be provided through premium cost-sharing. The premium cost-sharing shall be determined according to the following formula:

A part-time employee's time worked is converted to a full-time equivalent (F.T.E.). The employee is then subject to paying the full-time employee co-pay percentage for that portion of time worked and 100% of the cost for the insurance benefits for the time the part-time employee is not working. The F.T.E. co-pay amount and the amount representing 100% of the non-working portion of the insurance costs are added together and divided equally over twenty (20) payroll deductions. So, by example, an employee who works 70% of a full-time employee is considered a 0.7 F.T.E. The full-time employee premium cost-sharing percentage is paid at 70% of the total insurance cost and the remaining 30% of insurance premium cost is borne completely by the employee. Those two costs added together are divided by twenty (20) payroll deductions resulting in the premium cost-sharing amount, per pay period, paid by each employee.

Employees that do not work during the summer receive insurance for the months of July and August in advance of their first payroll deduction at the start of the school year. Therefore, should an employee not return to work after the summer, the employee will be charged 100% of the premium cost-sharing for those two (2) months, unless the employee notified the Board of Education prior to July 1 that the employee does not intend to return to work in the next school year.

3. Such premium cost sharing, as described in this Section, may be made on a pre-tax basis in accordance with the Section 125 Plan.

#### D. Section 125

The Board shall maintain a Section 125 plan which allows an employee the ability to pay his/her insurance premium contributions on a pre-tax basis, through payroll deduction.

#### Section 24.2

Bargaining unit members who retire under MERF B with at least ten (10) years of Branford full-time service shall be eligible to continue their participation in the medical insurance plan opted for in accordance with Section 24.1.A, up until the age of 65, at the group rates with the retiree being responsible for the full cost of such continued plan participation; provided, nothing herein shall require the Board to continue offering a plan to a retiree that is no longer available from the insurance carrier. In the event that a plan is no longer available for retiree participation, then it is understood that such retiree shall be entitled to participate in any plan offered to the bargaining unit. Employees hired after October 1, 2011 are not eligible for this benefit.

#### Section 24.3

The Branford Board of Education may provide insurance programs as required by this Article for bargaining unit members through alternate carriers or through self-insurance. The programs, when taken as a whole (meaning coverages, benefits and administration; i.e., timeliness of payments and claims processing), provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be substantially equivalent to the programs available to employees under the group health insurance policies presently provided. Should the Board of Education desire to change insurance carriers, prior to any such change the Union shall be notified and given an opportunity to review the proposed changes. Should the Union and the Board disagree that the alternative programs proposed will not provide substantially equivalent programs (coverage, benefits and administration) to those currently provided, arbitration as set forth under this Agreement may be implemented at the request of the Union. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.

#### Section 24.4

The Board shall continue to pay and provide for health insurance coverage in accordance with this Article for paid authorized leaves of absence and for FMLA leave pursuant to Article 22.4, herein.

#### Section 24.5

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

6126904v2

#### ARTICLE XXV HOLIDAYS

#### Section 25.1

Bargaining unit members shall not be required to be in attendance during holidays when students are not required to be in attendance.

## ARTICLE XXVI VACATION

#### Section 26.1

Bargaining unit members shall not be required to be in attendance during student vacation periods except as modified herein.

#### ARTICLE XXVII SICK LEAVE

#### Section 27.1

- A. Fifteen (15) days of absence from work shall be allowed with full pay to all employees covered herein for sick leave, or illness of an immediate family member. Immediate family shall be defined as parent, spouse, child, brother, or sister, and does not exclude those relationships through marriage or adoption.
- B. Employees may accumulate up to one hundred fifty (150) days of sick leave.
- C. Each employee, at the request of the superintendent, may be asked to supply a physician's certificate validating the reason for prolonged (more than 4 days) absence due to sick leave.

#### Section 27.2

Upon normal retirement under M.E.R.F. Plan B, employees hired before August 1, 2008 with at least ten (10) years of Branford Board of Education full time service shall be paid for accumulated sick leave in accordance with the following schedule:

10 years but less than 15	30 Days
15 years but less than 20	45 Days
20 years but less than 25	75 Days
25 years or more	105 Days

The Board shall pay such severance during the month of July following the employee's retirement, provided that the employee has provided written notice of such retirement prior to January 1 of the contract year (July 1 through June 30) in which the employee retires. If the employee does not provide such notice by January 1 of that contract year, the Board shall have the right to delay payment of such severance until the following July.

6126904v2

#### ARTICLE XXVIII HOURS OF WORK

#### Section 28.1

The work year for all employees covered by this Agreement shall be 190 days for registered nurses and 185 days for school health aides. Nurses shall work the five (5) days immediately preceding the start of the school year. The additional days necessary to complete the 190-day work year shall be scheduled by the Principal of each building in consultation with the nurse(s) in the building. School health aides shall work the five (5) days immediately preceding the start of the student school year. Except as otherwise provided in Appendix A, for any additional time worked with the approval of the building administrator or the Superintendent outside of the regular work year, nurses shall be paid for all hours worked at a rate of \$30.00/hour.

#### Section 28.2

- A. The normal work day of school nurses shall be seven and one-quarter (7-1/4) hours. The work day for school nurses shall start fifteen (15) minutes before the start of the student school day.
- B. The normal work day for school health aides shall be the student day.

#### Section 28.3

Employees may leave early on days that students have an early dismissal and may leave the building one-half (1/2) hour after said dismissal. Effective with the 2018-19 school year, the Administration will have the right to require nurses to work full contractual days for professional development or other professional responsibilities on up to two (2) scheduled early dismissal days per year. The Administration will provide notice of the scheduling of such days prior to the start of the school year.

#### Section 28.4

Employees shall be entitled to a thirty (30) minute uninterrupted lunch period with the understanding that said employee be available within the building if an emergency arises as determined by the building administrator.

#### Section 28.5

Regular members of the Union shall have preference for all summer assignments. Employees shall be paid for summer assignments in accordance with the provisions of Appendix A. All other provisions of the contract will be in place for those union members working summer hours.

# ARTICLE XXIX MANAGEMENT RIGHTS

#### Section 29.1

Except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of

productivity and performance of its employees; insuring that the incidental duties connected with, whether enumerated in job descriptions or not, shall be performed by employees; selecting and determining the number and types of employees required to perform school operations; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments, programs, processes, or operations, in whole or in part determining the content of job classifications; determining the qualifications of employees; appointing, promoting, assigning, directing and transferring employees; any appropriate disciplinary action, up to and including discharge against its employees; relieving from duty its employees because of lack of work, or other legitimate reasons; establishing, modifying or discontinuing reasonable administrative directives and policies; and the taking of all necessary actions to carry out its objectives in emergencies.

# ARTICLE XXX DURATION

#### Section 30.1

The provisions of this Agreement shall become effective as of July 1, 2017 for all employees and shall continue and remain in full force and effect to June 30, 2021.

The wage increase and premium contribution percentage increase for 2017-18, as set forth in this Agreement, shall be applied retroactively to July 1, 2017 only for those employees who remain employed by the Board as of the date of ratification of this Agreement.

## ARTICLE XXXI WAGES

## Section 31.1

The wages and stipends shall be as set forth in Attachment A.

BRANFORD BOARD OF EDUCATION	LOCAL 1303-365 OF COUNCIL 4
Superintendent of Schools	Mary Jaces Basile President Local 1303-365
Branford Board of Education	Staff Representative AFSCME, Council 4
Date: 1/10/2018	Date: 1 9 2018

## ATTACHMENT "A" WAGE RATES AND STIPENDS

SCHOOL NURSES				
	2.0% July 1, 2017*	2.0% July 1, 2018	2.0% July 1, 2019	2.0% July 1, 2020
Base	\$46,910	\$47,848	\$48,805	\$49,781
Level 1	\$49,256	\$50,241	\$51,246	\$52,271
Level 2	\$51,602	\$52,634	\$53,687	\$54,761
Level 3	\$54,358	\$55,445	\$56,554	\$57,685
Level 4	\$57,218	\$58,362	\$59,529	\$60,720

There shall be step advancement in each year of the contract.

In addition, all nurses with ten (10) or more years of experience as of July 1, 2009 will receive an annual longevity stipend of five hundred (\$500) dollars. This lump sum payment is in addition to and shall not be made part of the annual salary described in the above salary schedule. If a part-time nurse has ten (10) years of experience as of July 1, 2009, such nurse will receive a pro-rata share of \$500 equal to the percentage of hours worked compared to a full-time employee.

A nurse working in the Summer School Program shall be compensated at his/her regular rate of pay. For hours worked in the summer that are not part of the Summer School Program, nurses shall be paid at a rate of \$30.00 per hour.

SCHOOL HEALTH AIDES				
	2.0% July 1, 2017*	2.0% July 1, 2018	2.0% July 1, 2019	2.0% July 1, 2020
Base (Per Hour)	\$20.24	\$20.64	\$21.05	\$21.47

<sup>\$1,000</sup> differential for BSN

\$3,250 stipend for Substitute Coordinator, to be paid in installments throughout the school year. The responsibility of the Substitute Coordinator is to ensure the timely placement of nurse substitutes in the event bargaining unit members inform them that they will be absent from work; maintaining detailed records of absences; and providing assistance in establishing and maintaining an active pool of substitute nurses.

<sup>\*</sup> Retroactive only for those employees who remain employed by the Board as of the date of ratification of the 2017-2020 Agreement.

<sup>\$1,500</sup> differential for MS

<sup>\$1,800</sup> differential for 6th

<sup>\$ 250</sup> differential for National School Nurse Certification



## ATTACHMENT "B" - EFFECTIVE 2017 - 2020

Branford BOE 800537-615 Nurses

#### LUMENOS HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE LUMENOS PLAN. IT IS NOT INTENDED

TO BE A COMPLETE LIST OF BENEFITS		
	In-Network	Out-of-Network
	Member pays:	Member pays:
COST SHARE PROVISIONS		<u> </u>
Annual Deductible (single/ family)	\$2,000 / \$	
Coinsurance	Not applicable	20%
Out of Pocket Maximum (single/family)	\$2,000 / \$4,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	In-Network After Annual	Out-of-Network After
	Deductible	Annual Deductible
PREVENTIVE CARE	Member pays:	Member pays:
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital		Deductible & Coinsurance
100 days per member per Calendar Year -additional visits are	Deductible	
available once maximum is met, subject to Out of Network cost		
shares		
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
adia/cnosu(cisira/iolos		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests		Deductible & Coinsurance
MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	
THERAPY SERVICES		
Outpatient Rehabilitation		1
Outpatient Rehabilitation and restorative physical, occupational,	Deductible	Deductible & Coinsurance
speech and chiropractic therapy for up to 50 combined visits per		
Calendar Year. Additional visits are available once maximum is		
met, subject to Out of Network cost shares.	Deductible	Dodustible & Coissussance
Allergy Office Visit/Testing	Deductible Deductible	Deductible & Coinsurance  Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments		1 Deductions of Computation
MEDIGAL EMERGENCY/URGENT CARE SERVICES	Dodrostible	Deductible & Coinsurance
Emergency Room Treatment	Deductible	Deductible of Comsurance
Emergency cost share waive if the Member is admitted directly to		1
the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance-Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Leurellure	Deductible of Communities
Ladic Leafit Amonistice Selaice Rate Schediff		



	In-Network <i>Member pays:</i>	Out-of-Network  Member pays:
COST SHARE PROVISIONS		
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		*A - 2 - 3 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5
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	Deductible	Deductible & Coinsurance
In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES		
Skilled Nursing Facility	T	
Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
as to the entries tem	Deductible	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per Plan Year	Deductions	Deductione & Combinance
	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel		
Prescription drugs -		
(when purchased from network pharmacy)		
Retail Pharmacy:	Deductible	Deductible & Coinsurance
The maximum supply of a drug for which benefits will be provided		
when dispensed under any one prescription is a 30 day supply.  Mail Order Prescription Drugs:		
The maximum supply of a drug for which benefits will be provided	Deductible	Dodustible & Coingrange
when dispensed under any one prescription is a 1-90 day supply.	Dettactione	Deductible & Coinsurance
Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care	Deductible	Deductible & Coinsurance
Nursing and therapeutic services limited to 200 visits per calendar		
year		
Trama harleh atda assistana limitad da 00 atata at an ang an an an	Deductible	Deductible & Coinsurance
Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)		1
me are talle suinty	Deductible	Deductible & Coinsurance
In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420		Detaction & Communities
<del></del>	ļ	

23

6126904y2



#### Effective 2017-2020

Infusion Therapy		
Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices	Deductible	Deductible & Coinsurance
Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period		
Diabetic equipment and supplies	Do do otivio	Deductible & Coinsurance
Ostomy Related Services	Deductible	Deductible of Coursitance
Hospice Care (Inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year		
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services	Deductible	Deductible & Coinsurance
Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply		
Maternity	Deductible	Deductible & Coinsurance

## Dependent Maximum age is 26 years.

#### **Notes to Benefit Descriptions**

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.

<sup>\*</sup> For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

#### ATTACHMENT "B" - EFFECTIVE 2020 - 2021



## 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 2018, contributions can be made to your HSA up to the following: \$3,450 individual coverage

\$6,900 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 In- and Out-of-Network Providers \$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

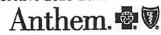
For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum In-Network Providers & Out-of-Network Providers

\$ 5,000 individual coverage \$ 7,150 family coverage

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

#### Effective 2020-2021





## Lumenos HSA Plan Summary

#### **Healthy Rewards**

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

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

Online Wellness Toolklt: Each subscriber can complete the Well-Being Assessment and set up their Well-Being Plan.

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

Graduate from ConditionCare: Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

#### **Summary of Covered Services**

#### Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

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

Immunizations:

Hepatitis A Hepatitis B

Diphtheria, Tetanus, Pertussis (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 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.

# Anthem. Lumenos ), )

## 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 for in and out-of-network services.

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

Retail (30 day supply)

Mail Order (90 day supply)

\$10 Tier 1 copayment

\$20 Tier 1 copayment \$50 Tier 2 copayment

\$25 Tier 2 copayment \$40 Tier 3 copayment

\$80 Tier 3 copayment

<sup>\*</sup> For the out-of-network benefit, refer to the Traditional Health Coverage section.

# Anthem. Lumenos

## Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

\*\*Registered marks of the Blue Cross and Blue Shield Association.\*\*

LUMENOS is a registered trademark.

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

#### Effective 2020-2021

## Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

```
(Arabic) (العربية): إذا كان لديك أي استقسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. التحدث إلى
مترجم اتصل على 5735-333 (855)
```

Armenian (*հայերեն*). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով։ Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 333-5735

#### Chinese

(中文):如果您對本文件有任何疑問·您有權使用您的語言免費獲得協助和資訊。如需與讓員通話·謂 致電 (855) 333-5735

```
(Farsi) (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک
را بدون میچ مزینهای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفامی، با شماره
853-5735 (855) تماس بگیرید.
```

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 333-5735

#### (Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855)333-5735にお電話ください。

#### Effective 2020-2021

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있윱 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보률 얻읍 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

(Navajo) (Din4): D77 naaltsoos bik1'7g77 [ahgo b7na'7d7 [kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'll ni nizaad k'ehj7 bee ni [hodoonih t'ladoo b33h 7l7n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

(Punjabi) (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫ਼ਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੇ।

(Russian) (Русский): если у еас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

Vietnamese (Tiling Villt): Nữu quý vil có bữ ki thức mức nào vũ tài liữu này, quý vũ có quyữn nhữn sũ trữ giúp và thông tin bững ngôn ngữ của quý vũ hoàn toàn miữn phí. Đữ trao đũi vũi mữ thông dựch viên, hãy gữi (855) 333-5735.

#### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <a href="https://ocroortal.hhs.gov/ocr/portal/lobby.isf">https://ocroortal.hhs.gov/ocr/portal/lobby.isf</a>. Complaint forms are available at <a href="https://www.hhs.gov/ocr/office/file/index.html">https://www.hhs.gov/ocr/office/file/index.html</a>.