COLLECTIVE BARGAINING AGREEMENT

By and Between

THE MONROE BOARD OF EDUCATION



and

UPSEU – UNITED PUBLIC SERVICE EMPLOYEES UNION



MONROE BOARD OF EDUCATION SECURITY AND MAINTENANCE EMPLOYEES, LOCAL 424, UNIT 22

July 1, 2017 – June 30, 2020

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This Agreement as to hours, wages and working conditions is entered into by and between the Monroe Board of Education (hereinafter the Board) and United Public Service Employees Union Local 424 – Unit 22 (hereinafter the Union) and shall be binding upon both parties hereto until terminated or amended as hereinafter provided. Now, therefore, be it agreed:

ARTICLE 1 RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time maintenance employees and security personnel regularly employed twenty (20) hours or more per week by the Monroe Board of Education and the Manager of Building and Grounds in accordance with the November 8, 2013 Memorandum of Agreement, excluding the manager of plant operations and maintenance, other supervisors, administrators, college and high school summer employees and other temporary employees.

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes that the rights of the Board include but are not limited to the following: the right to manage its operations; to direct and control the work force, including the right to appoint, promote, demote, allocate, assign and transfer personnel, determine the standards of selection for employment, relieve its employees from duty because of lack of work or for other legitimate reasons; to establish work rules and regulations, to utilize fully its work force and equipment; to maintain discipline and operational efficiency; to discipline and discharge employees for just cause and to determine the means, methods, processes, materials, procedures and schedules of operations, and the personnel by which said operations are to be conducted; and all other rights possessed by the Board prior to May 23, 1978, except as expressly limited or restricted by the specific terms of this Agreement.

ARTICLE 3A PROBATIONARY PERIOD

New employees shall be considered probationary employees until they have been in the employ of the Board for one hundred twenty (120) days actually worked. The probationary period for a part-time employee moving into a full-time position shall be sixty (60) days actually worked. New probationary employees shall receive benefits when they commence employment and may be discharged without benefit of the grievance procedure. There shall be no seniority among new employees provided that at the end of such probationary period the employee shall acquire seniority from the most recent date of hire as described in Article 3B. Part-time employees moving into a full-time position shall have their seniority rights protected under ARTICLE 3B SENIORITY.

ARTICLE 3B SENIORITY

A. Seniority shall be defined as an employee's length of continuous service with the Board dating from his/her most recent date of hire into the bargaining unit. In the event that the

Board finds it necessary to lay-off/reduce in force employees in the bargaining unit, the Parties agree that Article 3B, Seniority, Paragraph A shall be understood to mean that any employee who worked part-time for the Board shall have one-half or 50%, of the total length of that part-time employment credited toward seniority for purposes of determining the order of lay-off. For example purposes, if a current full time employee in the bargaining unit worked for ten (10) years as a part-time employee, that employee shall be given one-half credit, or five (5) years, of the total time worked as a part-time employee toward the employee's total seniority for purposes of determining the length of seniority in the event of a reduction in force/lay-off. Security employees do not build seniority toward maintenance positions.

- B. Seniority will be considered lost for the following reasons:
 - 1. When a layoff exceeds twenty-four (24) months;
 - 2. When an employee is discharged for just cause;
 - 3. When an employee voluntarily terminates his/her employment;
 - 4. Failure to return from a leave of absence;
 - 5. Retirement;
 - 6. Failure to notify the Board of an employee's intention to return to work within five (5) working days after delivery of notice of recall sent to the last address furnished by him, or, after replying to such notice, failure to report for work on the day scheduled for his return to work.
- C. Seniority shall not accrue during any period in which an employee is on active duty to a military service provided that service in a National Guard unit during summer training or during a state of emergency declared by the Governor of Connecticut shall be credited for seniority purposes.
- D. Layoffs shall occur in inverse order of seniority. Probationary, summer and/or temporary employees shall be laid off first. Recall shall be in order of seniority provided the employee has the ability to perform the work. No new employees will be hired as long as any laid off employee retains seniority. Furthermore, no part-time temporary or seasonal employees shall be employed while employees of the unit are on layoff. In the event a position is eliminated, the employee whose position is eliminated can bump to the same level position on the same shift or a position below that employee's position or on a different shift (ex: Middle School Maintenance Supervisor can bump Elementary School Maintenance Supervisor).

The employee shall bump the least senior employee in that particular position. The employee displaced by the initial bumping can bump in the same manner described

above.

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Upon the execution of this Agreement, the Board shall provide the Union with a list of employees showing their accrued seniority as provided in this Article. The Board will provide the Local Union President and UPSEU the following information: New Hires (address, pay rate, assignment, classification), promotions, transfers, resignations and retirements, as they occur. An accurate seniority list shall be provided to the Union annually.

ARTICLE 4 GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint by the Union or a member of the unit alleging a violation of, or concerning interpretation and/or application of, any specific provisions or terms of the Agreement. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure. Thus, should a grievance arise during the term of this Agreement, the aggrieved party shall use the following procedure as the sole means of settling said grievance. The parties agree that upon mutual written consent, the time limits of the grievance procedure can be modified.

Step One - The grievant shall first attempt to settle the grievance with his/her building head or principal, either directly and/or through the Union representative. Any grievance must be raised within ten (10) working days of the act or event which gave rise to the grievance or within ten (10) working days of the date the employee could have known of such occurrence. The building head or principal will respond within ten (10) working days after being presented or informed of the grievance.

Step Two - In the event the grievant and/or the Union is not satisfied with the disposition of the grievance at Step 1, they shall then immediately reduce such grievance to writing, stating the specific Article and section of the Agreement alleged to have been violated, and submit it to the Superintendent. The written grievance must be submitted to the Superintendent within six (6) working days following the principal's or building head's decision at Step 1.

Step Three - If the grievance is not settled within six (6) working days after submission to the Superintendent as set out in Step 2, the grievant and/or the Union may request a hearing and a review of said grievance by the Board or its designee. Such request shall be in writing, shall have attached thereto the written grievance statement and the alleged facts pertinent thereto including all correspondence relevant thereto and must be submitted to the Board within five (5) working days following receipt of the Superintendent's written decision at Step 2. The Board shall convene a meeting and review such alleged grievance within a reasonable period of time, not to exceed thirty (30) days of receipt of notice. The Board shall render to the grievant and the Union its decision in writing seven (7) calendar days after conclusion of the meeting.

Arbitration - If the Union wishes to proceed to arbitration following the decision of the Board at

Step 3, the union must demand arbitration within five (5) days after failing to settle the grievance as outlined in Step 3. The Arbitrator shall be appointed by the American Arbitration Association and in conjunction with its then existing rules.

The decision of such arbitrator shall be final and binding upon the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement and shall be without power or authority to add to, subtract from, extend, modify or delete any terms or provisions of this Agreement.

All expenses incident to the service of the arbitrator or to the arbitration shall be borne equally by the parties hereto.

Any grievance not presented or pursued through the grievance procedure in the time limits contained therein shall be deemed waived. If at any step in the grievance procedure the Board fails to give its answer within the prescribed time, the grievance may proceed to the next step unless time is extended by mutual consent in writing.

<u>Miscellaneous</u> - If the Union files a grievance, or if the grievance affects a group or class of members of the Unit, the Union may submit such grievance, in writing, to the Superintendent and the processing of such grievance shall commence at Step 2.

All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

ARTICLE 5 INSURANCES

The Board shall pay in full for each regular full-time employee and/or his/her dependents (i.e., dependents as defined in the particular policy) the following insurance coverage where applicable. See the Plan Summary attached hereto as Appendix B. The Board will also provide medical coverage to the Security employees.

- A. Health Insurance:
 - 1. A High Deductible Health Plan and a choice of either a Health Savings Account (hereinafter "HSA") or a Health Reimbursement Arrangement (hereinafter "HRA"), at the employee's option, as described in greater detail in the summary plan description that is attached as an Appendix, that satisfies the various requirements of Section 105 of the Internal Revenue Code and its interpretative regulations. The plan shall have a deductible of \$2,500 for single person coverage and a \$5,000 deductible for a two or more person family coverage.
 - a. Deductible Reimbursement HRAs

For employees electing the HRA arrangement, the Board shall reimburse employees up to 50% of the annual deductible through the HRA. b. Deductible Contribution - HSAs

For employees electing the HSA arrangement, the Board shall contribute a total of 50% of the annual deductible, to be paid in two equal installments on the first payroll following July ^{1St} and January 1st.

- 2. The Board shall have no obligation to fund any portion of the deductible amount for retired employees or other employees upon their separation from employment with the Board.
- 3. Preventive services utilizing an in network provider, where such preventive services are specified by the plan, will be covered in full and will not be subject to the deductible.
- 4. After meeting the annual deductible, members will pay an In-Network co-pay of \$5 for generic drugs, \$20 for listed brand name drugs and \$35 for non-listed brand name drugs. There shall be an annual cap of \$1,500 for single coverage and \$3,000 for family coverage. These prescriptions can be purchased by mail order at 1 times co-pay for a 90 day supply.
- 5. Health Reimbursement Arrangement

The agreed upon funds to cover up to the Board's share of the deductible will be made available in full to the active employee in a national account through an administrator for payment of medical and prescription deductible claims incurred through the Board's health plan on July 1^g of each year of the contract.

6. Health Savings Account Arrangement

For those employees who choose, and qualify for this option, the Board shall establish for each individual member of the plan a health savings account with a financial institution. Into each person's account the Board will deposit the applicable deductible contributions described above. These payments will be made in biannual installments on the first payroll following July 1^s, and January 1st of each contract year. The basic administrative expense to establish the health savings account shall be paid by the Board.

7. State Mandates

Where a state mandate provides for benefits that are better than those described in this Agreement, such state mandate(s) shall control and supersede the applicable provision in this Agreement.

B. Vision - The Board shall provide a vision plan, the schedule of benefit for which is set forth in summary below and explained in greater detail in the summary plan description attached as an Appendix. The Board retains the right to maintain separate vision benefits and network providers, from those vision benefits and network offered through the medical plan.

Vision Plan Design

- Exams may be received one every 12 months
- One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction and prescription for glasses
- This plan utilizes a specific network of vision providers, that can be different than those provided under the medical plan.
- In Network Exam \$0 copayment and paid in full
- Out of Network Exam \$150 allowance
- C. <u>Life Insurance/Accidental Death and Dismemberment Insurance</u> The Board shall provide at full cost to the Board for each regular full time employee a group term life insurance and accidental death and dismemberment (AD&D) coverage in the following amounts:
 - Term Life insurance in the amount of \$50,000
 - Term AD&D insurance in the amount of \$50,000
- D. Long Term Disability The Board will provide, to all regular full-thee employees only, the following long-term disability plan and benefits:
 - Long-term disability benefit will be 60% of the employee salary
 - Long-term disability benefit will be a maximum of \$5,000 per month
 - Long-term disability duration for own occupation is 24 months
 - Long-term disability maximum benefit period is the greater of SSNRA or to age 65
- E. The Board will continue to offer each regular fall-time maintenance & security personnel a dental plan with the following benefits that are described in greater detail in the attached Appendix:
 - Deductible \$25 per member to a maximum of \$50 per family, per calendar year.
 - No deductible for preventive treatment;
 - Co-insurance The Board shall pay 100% of preventive treatment, 85% of routine treatment, 50% of major treatment, and 50% of orthodontic treatment
 - Preventive, routine and major treatments have a combined maximum of \$1,500 per member per calendar year.
 - Orthodontic Treatment has a life time maximum of \$1,000 per member.
 - Reimbursements for charges will be calculated on a reasonable and customary basis.
- F. The Board reserves the right to change carriers for any of the insurance set forth above and/or to self insure, at its discretion, provided that the benefits remain equivalent to those set forth above.

- G. The Board shall continue to implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion of the employee's share of health insurance premiums from taxable income.
- H. Each employee shall co-pay the premium cost for health and dental insurance on a pretax basis as follows:

Date Employee percent co-share

7/1/2017-6/30/2020 Sixteen percent (16%)

- I. The Monroe Board of Education agrees to continue to provide a voluntary FSA plan.
- J. Elimination of Practice To the extent that the Monroe Board of Education has contributed towards the cost of health, dental and/or life insurance after the retirement of bargaining unit employees, or permitted such retired employees to participate in group health, dental and/or life insurance provided under this collective bargaining agreement, such practice shall cease for all employees hired after 6/30/17.
- K. The parties have executed a MOU re: Post-Retirement Insurance, dated $A_{Uqv5} + 2$, 2017, that further explains the practice referenced in paragraph J.

ARTICLE 6 ACCIDENT BENEFITS

When an employee is absent from work as a result of personal injury caused by an accident or assault on the job, he/she shall be paid the difference between Workers' Compensation and his/her full salary up to a period of six (6) months - not to be deducted from sick leave or personal time.

ARTICLE 7 HOLIDAYS

The Board recognizes the following holidays:

- Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day Friday after Thanksgiving Christmas Day Christmas Eve Day Day after Christmas
- New Year's Day Martin Luther King Day Good Friday Memorial Day Floating Holiday (3) President's Day if school is not in session, it will be the 1st day of mid-Winter vacation that school is not in Session.

There shall be no less than seventeen (17) holidays granted during the fiscal year. In the event that the mid-winter vacation is nullified due to school cancellations a floating holiday will be

substituted for the first day of the mid-winter vacation.

If school is in session on Columbus Day, Veteran's Day or President's Day, employees will work the day at straight time and employees will receive a floating holiday.

Full-time employees shall be paid eight (8) hours pay at their regular straight time rate for each of the holidays listed above, provided the employee does not use a sick day the last scheduled work day before the holiday and the first scheduled work day immediately following the holiday.

Any holiday falling on Sunday will be observed the following Monday. Any holiday falling on Saturday shall be observed the preceding Friday.

If school is in session on the holiday or if there is a failure to observe said holiday, the employee shall be granted compensatory time or pay in lieu thereof.

An employee will be relieved on the day before/day after obligation set forth above, provided the employee's failure to satisfy such obligation is caused by the employee's bona fide illness or injury which is verified upon request and to the satisfaction of the Board.

The floating holiday(s) may be scheduled, with the approval of the Building Principal, at any time school is not in session, or at other times, as permitted.

School year employees shall receive, after 1 year of employment 12 sick days and the following holidays: two floating holidays, New Year's Day, Thanksgiving, Christmas, Day after Christmas, Veteran's Day, Friday after Thanksgiving, Labor Day, Good Friday, Memorial Day, Martin Luther King Day, Christmas Eve Day.

ARTICLE 8 SICK LEAVE AND PHYSICAL EXAMINATION

- A. Fifteen days sick leave per year shall be granted to all full-time employees, cumulative to one hundred eighty (180) days. For the first year of employment, sick days will be computed on a pro-rata basis.
- B. Employees hired before 7/1/17, upon retirement, shall be granted a payout of accumulated sick days under the following conditions:

If an employee at retirement has at least ten (10) years of service, they shall be reimbursed based on the employees per diem rate in a single lump sum, not to exceed fifty (50) sick days. This payment shall be made in the second year of retirement.

The Board may require an employee to take a physical examination every three (3) years. Any such physical examination shall be performed by a doctor designated by the Board and be at the Board's expense. Any employee may use his/her own doctor if he/she wishes, but in that event the Board will only reimburse the employee up to the amount of the insurance co-pay for the cost of the physical examination.

The Board shall maintain the ESS system, or an equivalent system, that shall provide bargaining unit members with a listing of sick days accrued and vacation days used through the period.

ARTICLE 9 PERSONAL LEAVE WITH PAY

A. Personal Days

Three non-cumulative days annually for the conduct of personal affairs which cannot normally be handled outside of school hours may be granted to each full-time employee. Such days may not be used either immediately before or after school holidays or school vacations unless approved in writing by the Superintendent of Schools. Employees must give the Board's designee a reasonable notice, usually no less than 48 hours, when they wish to take a personal leave day. The personal leave request form will require a reason be stated such as Legal, medical, family or other. If "other" is given, some explanation will be provided. Request for personal days are subject to approval by the Board's designee provided, however, that any timely request shall not be unreasonably withheld. Security employees shall receive two (2) non-cumulative days.

B. Death in the Family

In the event of a death in the family of a full-time employee, the employee shall be granted days off with pay, for purposes of preparation for and attendance at the funeral, for any scheduled working day which falls within five consecutive working days following the date of death. For purposes of this section, family shall include parents, spouse, brother or sister, son or daughter, mother-in-law or father-in-law, aunt or uncle, son-in-law or daughter-in-law, grandparents and grandchildren. One day shall be with pay to attend the funeral of a sister-in-law, brother-in-law.

C. Religious Holidays

A maximum of three days in any year shall be granted each full-time employee for the observance of generally accepted religious holidays.

D. Jury Duty

Employees called (not volunteering) for jury duty will receive the necessary leave to fulfill their civic obligation. The employee shall receive a rate of pay equal to the difference between the jury fee and the daily salary. The employee must notify the department head immediately upon receipt of notification.

E. Critical Family Illness

Each employee may utilize up to five (5) days per immediate family member per year for serious illness, as contained in the Family and Medical Leave Act. Said leave shall be deducted from the employee's sick leave accrual.

ARTICLE 10 PENSION PLAN

The Town of Monroe offers a pension plan to eligible employees of the Board of Education. Inquiry should be made to the Town of Monroe for additional information.

ARTICLE 11 VACANCIES

If a vacancy which the Board wishes to fill occurs in the maintenance staff within the Unit, the posting of said vacancy shall be made through the District's on-line employment system and notification of said vacancy shall also be made by email. Bargaining unit members have five (5) calendar days to apply for such vacant position.

At the completion of said period, the Board will consider application on the basis of seniority, performance, job history, training and ability. If in the opinion of the Board two or more applicants are qualified and have the same relative performance, job history training and ability, the position will be assigned to the more senior employee. If the most senior employee is not appointed, the Union will be provided the reasons for the Board's decision. There shall be no arbitrary denials of promotions.

If at the completion of thirty working days, the employee desires to return to his/her former position, he/she shall inform the Director of Operations of said desire and shall be returned to his/her former position at his/her old rate.

If at the completion of thirty working days, the Director of Operations determines that the employee has

not performed up to the minimum qualifications of the position, said employee shall be returned to his/her former position, at his/her old rate.

Other vacancies or additions to custodial service shall be communicated to the Union as they occur.

Regular part-time employees shall be allowed to bid on all temporary full-time long term vacancies for which it is deemed necessary to hire a temporary employee. Selection of the individual to fill the vacancy will follow the procedure outlined in paragraph #1 of this section. Action on filling these temporary vacancies will be at the discretion of the Superintendent or his designee.

ARTICLE 12 VACATIONS

Regular full-time employees will receive the following annual paid vacations:

A. After one full year of continuous service-two weeks.

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- B. After five full years of continuous service three weeks.
- C. From five years, one additional day for each full year of continuous service thereafter to a maximum of four weeks.
- D. After twenty full years of continuous service five weeks.
- E. Regular full-time employees with less than one year of continuous service as of June30th shall receive vacation pay on the basis of 1/12th of the basic vacation benefit for each full month of service.

Years of service for purposes of vacation entitlement are defined as the employee's years of service as of their anniversary date. All employees' vacation accumulations due on their anniversary date shall be credited at the beginning of each fiscal year (July 1st). For new hires during their first year of employment, such vacation entitlement shall be prorated. For example, an employee hired on January 1st shall be entitled to one-half of two (2) weeks of vacation. Beginning the next fiscal year (July 1st) the new employee shall be credited with two (2) full weeks of vacation. Vacation period shall be July 1 to June 30.

Vacations are non-cumulative and are to be taken within the fiscal year following June 3 computation date. An employee may not waive a vacation and draw double pay.

A vacation schedule will be posted not later than the 15th of April to allow employees in the order of their seniority to make their vacation selection. The schedule shall remain posted for fifteen days after which time it shall be taken down. Any employee failing to make his selection during that period shall be assigned whatever vacation period may be open.

The choice of dates by employees shall be granted subject to the operating requirements of the Board. When a choice of dates has been granted, it will not be interfered with except in cases of emergency.

If an employee becomes ill during a vacation the employee may request an exchange of such time for "sick leave" with the permission of the Superintendent, and upon presentation of physician's documentation of such disabling illness. In the event of a death in the family during an employee's vacation, he/she shall have the right to change vacation to bereavement leave.

ARTICLE 13 WORK WEEK AND COMPENSATION

A. Work Week

The regular work week for members of the unit shall be forty (40) hours per week, 8 hours per day, exclusive of a one-half hour, duty free, unpaid lunch break during the course of each work day. The regular work year shall be 52 weeks.

The second and third shift hours should be: Second shift - 2:30 p.m. - 11:00 p.m.; Third shift - 10:00 p.m. to 6:30 a.m., and shall include a One-half hour, duty free, unpaid lunch. Second shift employees will be granted a five percent (5%) shift differential. Third shift employees will be granted a ten percent (10%) shift differential.

The regular work week for Security employees shall be forty (40) hours per week, 8 hours per day, exclusive of a one-half hour, duty free, unpaid lunch break during the course of each work day. The regular work year for full-time employees shall be fifty-two (52) weeks. The regular work year for regular part-time security employees shall be the number of days students are in session in the schools. Security employees will be paid for a full day on weather-related delayed openings or early closings.

The security second shift hours shall be 3:00 p.m. to 11:30 p.m., which shall include a one-half hour, duty free, unpaid lunch. Second shift employees will be granted a five percent (5%) shift differential.

B. Overtime

The Board retains the right to schedule and assign employees to work a reasonable amount of overtime work, and employees must be available for and perform a reasonable amount of overtime work as scheduled and required by their position.

The Maintenance Supervisor of each school will make reasonable efforts to equalize scheduled overtime for maintenance employees in his/her building and for scheduled functions. The building Administrator will handle scheduled overtime for security employees in his/her building in the same manner. (Overtime will be posted weekly at each work site). Such lists shall state all school and non-school related functions.

Overtime is defined as all hours worked in excess of 8 hours in a single day or forty (40) hours in a work week (but not both)

C. School and Non-School Related Functions

All employees will receive pay at the rate of one and one-half (1-1/2) times his straight time hourly rate for work on school and non-school related functions, when work is in excess of eight (8) hours in a single day or forty (40) hours in a week (but not both) except for such work on Sundays, which will be paid at double time, and holidays, which shall be paid at double time in addition to the eight (8) hours holiday pay. The Maintenance Supervisor of each school will make reasonable efforts to equalize hours and opportunities for maintenance employees working school and non-school related functions and the building Administrator will handle security employees in his/her building in the same manner.

D. Compensation

- 1. The wage schedule for all full-time bargaining unit positions reflects a twelve month employment status.
- 2. Salaries and hourly rates will be increased during the term of this Agreement as set forth in Appendix A.
- 3. When a maintenance employee fills in and performs the duties for the Maintenance Supervisor, after 5 consecutive work days, he will receive a 20% increase in base rate. The language applies to all schools and the increase will begin concurrent with the 6th day and is not retroactive to the first day.
- 4. Nothing in this Article shall be considered as a guarantee of work or pay.

E. Call Back

Any employee who because of an emergency is called into work less than two hours prior to the start of their regular shift will be paid a minimum of two (2) hours of overtime pay at the rate of time and one-half. Building checks shall continue to maintain a two (2) hour minimum call back.

F. Educational Reimbursement

The Board will reimburse employees for job related seminars and courses, when such seminars/courses are approved by the Board. Applications must be made to the school Principal not later than 30 days prior to the beginning of any such course/seminar.

G. Longevity

Each employee hired before 7/1/17 shall be paid the following annual longevity, payable on the employee's hiring anniversary date:

Completion of 15 years of service	\$750
Completion of 20 years of service	\$950

ARTICLE 14 NO STRIKE, NO LOCKOUT

The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly, or individually engage in, encourage or participate in, directly or indirectly, any strike, slowdown, or stoppage of work, or other interference with the operation of the Board or the school system during the term of this Agreement; and the Board agrees that during the term of this Agreement it will not lockout any of the employees covered by this Agreement. The Board retains the right to discipline and discharge any employee who violates these provisions and to recover such damages from the Union and any employee as the Board may suffer by reason of breach of this Article.

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ARTICLE 15 UNION BULLETIN BOARDS

The Union may have the use of one bulletin Board in each school building for the purpose of posting Union notices and circulars. The bulletin Board shall be located in the maintenance office in each school or building. Any material to be placed on the bulletin Board must be approved by the building head prior to posting. Under no circumstances will material of an inflammatory or derogatory nature be allowed to be posted.

ARTICLE 16 UNION LEAVE

- A. The Union may call meetings of members of the bargaining unit on school property during non-working time, subject to prior approval of the Superintendent or the head of the building in which the meeting will be held. Such meeting shall be subject to the-Board's School Facility Use Policy as that Policy may be in effect at the time of any such meeting. During the year of contract negotiations, the Board shall allow employees 4 hours of paid leave time to conduct informational and ratification meetings with its members.
- B. Two Union officers shall be allowed a reasonable amount of paid working time to perform labor-management business, including but not limited to the investigation and presentation of grievances, in communicating with bargaining unit members and with the Union office. Before engaging in such labor-management business on Board time, the steward will, whenever possible, seek prior approval from management. The Board agrees such approval will not be unreasonably withheld.
- C. When grievance hearings, arbitration, or labor board hearings take place during normal working hours, one bargaining unit employee in addition to any grievant involved, will be allowed time off with pay to attend said hearings. Should the specific circumstances of the situation require more than two employees to attend, the Union shall request time off without pay for such additional employees, and said request shall not be unreasonably withheld.
- D. Each employee will be provided with a copy of this agreement within thirty (30) days after it becomes effective. New hires will be given a copy of it at the time of hire.
- E. The Board agrees that members of the Union's negotiation committee shall not suffer any loss of pay when negotiations occur during regular working hours.
- F. Additional reasonable time off without pay will be allowed to not more than two (2) representatives of UPSEU Local 424 Unit 22 for the time required to attend State, Regional and National Convention and Seminars, not to exceed eight (8) days per year.

ARTICLE 17 FAMILY AND MEDICAL LEAVE

A. Reference should be made to the Family and Medical Leave Act (FMLA) policy adopted by the Board for further information concerning this matter.

ARTICLE 18 RESIGNATIONS

- A. Written notice of resignation should be filed with the central office at least two weeks in advance of separation. This notice should include a statement of the reasons for this action.
- B. An employee who resigns in good standing shall be entitled to pay, up to and including the last day of work.

ARTICLE 19 <u>NEWLY HIRED EMPLOYEES</u>

During the term of this Agreement, the starting rate for new full-time employees within the bargaining unit shall be as designated in Appendix A.

Employees promoted from part-time positions, or from existing full-time labor grades to higher rated listed positions, shall not be considered "new hires" for purposes of wage adjustments. Newly hired employees (those from without the system) shall receive the pay schedule described in Schedule A and will be increased annually (on their anniversary date) per the schedule listed, (Appendix A, Section B).

Employees promoted from their current full-time positions to higher rated job classification shall be governed by Article 11 of the Agreement, with the rate adjustment being effective with the assumption of new duties. The existing thirty (30) day probationary period will be in force.

Employee(s) promoted from part-time positions within the bargaining unit to full-time positions under this contract shall have their seniority as full time employees pro-rated and shall be paid the correct rate consistent with said pro-rated seniority, effective with the assumption of their new duties. The probationary period under Article 3-A will be in force.

ARTICLE 20 DUES DEDUCTIONS

Each employee shall, as a condition of employment, be required, upon completion of 30 calendar days of employment, either to become a member of the Union or pay a service fee as set by the Union. Upon receipt of a signed authorization card, the Board agrees to deduct from the wages of all employees such Union dues and/or initiation fees as may be fixed by the Union. The Board will transmit these monies to the UPSEU Office no later than the fifteenth (15th) day of the month following the month in which the dues and/or fees have been deducted, together with a list

of employees from whose wages the deductions have been made.

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

ARTICLE 21 CLOTHING/SAFETY SHOE ALLOWANCE

Upon ratification of this Agreement, the Board will provide security and maintenance employees with the following: an annual \$500 clothing allowance beginning July 1, which includes OSHA compliant safety shoes. The employee will be reimbursed upon receipt of sales slip. The Board will also annually provide 5 shirts, long or short sleeve at the employee's option. Employees are responsible to wear this clothing and to maintain and clean it. Management and the Union will work together to determine what the daily uniform will be.

The safety shoes must be worn while on the job. Failure to wear the shoes and uniform will result in disciplinary action.

The Board will provide appropriate safety and security equipment. The safety committee will make recommendations to the Board based on periodic safety meetings.

The Board shall provide rain protection equipment, and shall replace it as needed.

ARTICLE 22 PRIOR RIGHTS

All prior rights, benefits, and practices not specifically mentioned herein shall continue during the term of this agreement.

ARTICLE 23 DISCIPLINE

<u>Section 1</u>: No regular employee shall be disciplined in any manner, except for just cause. This provision shall not apply to probationary employees.

<u>Section 2:</u> Except for probationary employees, any discipline shall be stated in writing, except for subsection a. below with the reason given to the employee. Any discipline shall be progressive and shall normally follow this order:

- (a) verbal warning;
- (b) written warning;

- (c) suspension;
- (d) discharge.

<u>Section 3</u>. Removal of discipline if there is no repeat of the same or similar offense, discipline shall be removed as follows:

(a) verbal warning1 year(b) written warning2 years

The parties further agree that this Agreement does not limit or restrict the Board or its authorization representatives and administration in any manner in the discharge of duties and responsibilities as prescribed for the Board by Statute or Charter.

ARTICLE 24 MISCELLANEOUS

A. Savings Clause

In the event any Article, Section or portion thereof of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of the Agreement shall remain valid and in full force. The parties agree that within ten (10) days after any portion of this Agreement has been declared invalid by a tribunal or court of competent jurisdiction, the parties shall meet for the purpose of negotiation a substitute for the portion (s) ruled to be invalid.

B. Non-discrimination Provision

The Board agrees that there shall be no coercion, intimidation or discrimination by the Board because of race, color, age, sex, creed, religion, national origin, political affiliation, physical handicap, marital status or membership in the Union.

C. Use of Personal Automobile

Employees who are pre-authorized to use their own cars in the performance of Board business, shall be reimbursed at the IRS rate for such travel. It is understood that the Board of Education does not carry insurance on the employees personal vehicles.

D. School Security

To further the personal security of each employee who is required to work alone in any Board facility, the Board acknowledges the right of such an employee, with the approval of the building administrator, to lock any and/or all doors of the space in which such employee is working.

E. Direct Deposit

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The Board of Education will provide a procedure for direct deposit of paychecks at area banks, provided said banks are able, without additional cost to the Board, to electronically participate in said transfers. Each Employee shall advise the Board of the area bank to which his/her check shall be directly deposited using the Board of Education forms provided for that purpose. Each paycheck shall enumerate the base weekly and the overtime paid on separate lines.

F. Military Leave

The Board shall grant Military Leave in accordance with Federal and/or State law.

G. Employees Personnel Files

An employee shall be entitled to inspect, on his/her own time, and receive a copy of his/her personnel file twice per calendar year. Any complaint made against any bargaining unit member by any student, parent, teacher or administrator shall immediately be given to the employee. Nothing shall be placed in the employees personnel file until the employee has been given a copy of such document.

H. Copies to The Union

The UPSEU office shall be copied on any employment status changes and any bargaining unit discipline.

ARTICLE 25 DURATION

This Agreement shall be effective as of July 1, 2017, and remains in full force and effect through the thirtieth day of June, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and have set their hands and seals thereto by their duly authorized agents the 2nd day of July, 2017.

MONROE BOARD OF EDUCATION

UPSEU LOCAL 424 - 22

Kevin E. Boyle, Jr. President UPSEU

President Unit 22

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APPENDIX A

A.

Employees shall be paid according to the following schedule for the duration of the Agreement between the parties:

Maintenance Full Time	2017 - 2018 2.45%	2018 - 2019 2,45%	2019 - 2020 2.50%
Manager of Buildings and Grounds	48.27	49.46	50.69
Maintenance Supervisor	35.55	36.42	37.33
Electrician	35.55	36.42	37.33
Maintenance III	28.10	28.79	29.51
Maintenance II	25.97	26.61	27.27
Maintenance I	25.09	25.70	26.35
Security	17.66	18.10	18.55

B. All newly hired employees (from without the system) shall receive 92.5% of the job rate of pay during their probationary period. Upon completion of the probationary period, the newly hired employee shall receive the full job rate of pay.

- C. The Middle School Maintenance Supervisor shall receive a 10% salary differential due to the greater responsibilities of the position. The Elementary School Maintenance Supervisor shall receive a 5% salary differential. The High School Maintenance Supervisor shall receive a 20% salary differential due to the greater responsibilities of the position.
- D. The Second Shift Lead positions at the High School and Middle School shall be compensated with a 5% differential; beginning 7/1/18, the differential will be 10% for the second shift lead at the High School.
- E. The electrician shall receive an annual stipend of \$900.00, contingent upon his/her possessing the electrician license. The Board shall pay for all fees incurred to receive said license.
- F. One Security Employee will be a Lead Security Employee and shall receive a 5% salary differential.
- G. If any employee receives multiple salary differentials, all are calculated on the base hourly rate.

APPENDIX B

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The Board agrees to offer annual informational workshops on benefits available. Employees shall be provided copies of insurance plan summaries upon request.

SUMMARY OF BENEFITS

Cigna Health and Life Insurance Co. For - Monroe Board of Education Choice Fund Open Access Plus HRA Plan Plan S



Selection of a Primary Care Provider - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

Direct Access to Obstetricians and Gynecologists - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Your employer has established a health reimbursement account that y	ou can use to pay for eligible out-of-pocket expenses during the Calendar Year.
Employer Contribution	Employee - \$1,250 Family - \$2,500

Plan Highlights	In-Network	Out-of-Network		
Lifetime Maximum	Unlimited	Unlimited		
Coinsurance	Your plan pays 100%	Your plan pays 70%		
Maximum Reimbursable Charge	Not Applicable	200%		
Calendar Year Deductible	Individual: \$2,500 Family: \$5,000	Individual: \$2,500 Family: \$5,000		

The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles.

- Copays always apply before plan deductible and coinsurance.
- All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family
 member's covered expenses based on the coinsurance level specified by the plan.
- This plan includes a combined Medical/Pharmacy plan deductible.

Note: Services where plan deductible applies are noted with a caret (^)

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Plan Highlights	In-Network	Out-of-Network
alendar Year Out-of-Pocket Maximum	Individual: \$4,000 Family: \$6,850	Individual: \$4,000 Family: \$8,000
 The amount you pay for all covered expenses counts toward bot Plan deductible contributes towards your out-of-pocket maximum All copays and benefit deductibles contribute towards your out-o Mental Health and Substance Use Disorder covered expenses of All eligible family members contribute towards the family out-of-peach eligible family member's covered expenses at 100%. This plan includes a combined Medical/Pharmacy out-of-pocket Retail and home delivery Pharmacy costs contribute to the combined 	n. f-pocket maximum. ontribute towards your out-of-pocket maxim ocket maximum. Once the family out-of-poc maximum.	um.
Benefit	In-Network	Out-of-Network
Physician Services		
Physician Office Visit – Primary Care Physician (PCP) All services including Lab & X-ray	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Physician Office Visit – Specialist • All services including Lab & X-ray NOTE: Obstetrician and Gynecologist (OB/GYN) visits are subject to eit as PCP or as Specialist)	After the plan deductible is met, your plan pays 100% her the PCP or Specialist cost share depend	After the plan deductible is met, your plan pays 70% ding on how the provider contracts with Cigna (
Surgery Performed in Physician's Office - PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Surgery Performed in Physician's Office – Specialist	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Allergy Treatment/Injections Performed in Physician's Office PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
and a second state of the	After the plan deductible is met,	After the plan deductible is met,
	your plan pays 100%	your plan pays 70%
Allergy Treatment/Injections Performed in Specialist Office	your plan pays 100% After the plan deductible is met,	your plan pays 70% After the plan deductible is met,
Allergy Treatment/Injections Performed in Specialist Office	your plan pays 100%	your plan pays 70%
Allergy Treatment/Injections Performed in Specialist Office Allergy Serum - PCP	your plan pays 100% After the plan deductible is met, your plan pays 100% After the plan deductible is met,	your plan pays 70% After the plan deductible is met your plan pays 70% After the plan deductible is met,

Preventive Care

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Benefit	In-Network	Out-of-Network
Preventive Care	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met, your plan pays 70%
 Includes coverage of additional services, such as urinalysis, EKG, billed as part of office visit. 	and other laboratory tests, supplementing	g the standard Preventive Care benefit when
Immunizations	Plan pays 100%	PCP: After the plan deductible is met, your plan pays 70% Specialist: After the plan deductible is met your plan pays 70%
Mammogram, PAP, and PSA Tests	Plan pays 100%	Plan pays based on place of service.
 Coverage includes the associated Preventive Outpatient Profession Diagnostic-related services are covered at the same level of benefit 	nal Services.	
Inpatient		
Inpatient Hospital Facility	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
SemI-Private Room: In-Network: Limited to the semi-private negotiated rate / O Private Room: In-Network: Limited to the semi-private negotiated rate / O Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU) room rate	ut-of-Network: Limited to semi-private rate	e ate / Out-of-Network: Limited to ICU/CCU daily
Inpatient Hospital Physician's Visit/Consultation	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Inpatient Professional Services For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Outpatient		
	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Outpatient Facility Services	four prair puge roora	
Outpatient Facility Services Outpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%

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Benefit	In-Network	Out-of-Network
Short-Term Rehabilitation – Specialist	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
 Contract Year Maximums: Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy ar Speech Therapy- Unlimited days Chiropractic Care - 45 days Note: Therapy days, provided as part of an approved Home Health Speech, Physical and Occupational Therapy for Autism Spectrum 	n Care plan, accumulate to the applicable	
Other Health Care Facilities/Services		
Home Health Care (includes outpatient private duty nursing subject to medical necessity)	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
 100 days maximum per Calendar Year 16 hour maximum per day 	hades and depending of an acceptor service of the	and the second and the second s
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility • 90 days maximum per Calendar Year	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Durable Medical Equipment Unlimited maximum per Calendar Year	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Breast Feeding Equipment and Supplies Limited to the rental of one breast pump per birth as ordered or prescribed by a physician. Includes related supplies	Your plan pays 100%	After the plan deductible is met, your plan pays 70%
External Prosthetic Appliances (EPA)	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
 Unlimited maximum per Calendar Year 		
Routine Foot Disorders	Not Covered	Not Covered
Acupuncture Performed in Physician's Office - PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Acupuncture Performed in Physician's Office - Specialist	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
20 days maximum per Calendar Year		

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	B	enefit	In-Network				Out-of-Network		
Medical S	pecialty Drug	S						0.000.000000000000000000000000000000000	
admin		e cost of the Infusion Therapy drugs After the plan deductible is met, ant Facility. This benefit does not cover your plan pays 100%					After the plan deductible is met, your plan pays 70%		
 This b admin 	cility Services enefit applies to the istered in an Outpat ated Facility or Prof	ient Facility. This b			n deductible is met, ys 100%		After the plan deductible is met your plan pays 70%		
Physician's C • This b admin		cost of targeted Int cian's Office. This b	enefit does not cov	gs After the plan er your plan pay	n deductible is met, ys 100%		r the plan deductible plan pays 70%	is <mark>m</mark> et,	
 Home This b admin 	enefit applies to the istered in the patien I Professional charg	cost of targeted In t's home. This ben	fusion Therapy drug		n deductible is met, ys 100%		r the plan deductible plan pays 70%	is met	
	Pla	and the second se	e - your plan	the second s	the second se	the second se	rvices		
	Physicia	n's Office	ervices where plan Indepen	dent Lab	Emergency Ro	om/ Urgent Card cility	Outpatie	nt Facility	
Benefit	nefit In-Network Out-of- Network		In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	
Laboratory	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 70%	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100%	Plan pays 70%	
Radiology	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100%	Plan pays 70%	

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			Note	Services wh	ere pla	n deductible appli	es are noted with	a caret	(^)			
Physician's Office				Independent Lab			Contractory of Local Dist.	ent Care	Outpati	ent Facility		
Denem	In-Netwo	rk	Out-of- Network	In-Net	work	Out-of- Network	In-Network	0	ut-of- twork	In-Network	Out-of- Network	
Advanced Radiology Imaging	Covered sa as plan's Physician's Office Serv	same Covered same as plan's n's Physician's		Not Appli	Applicable Not Applicable		Covered same as plan's Covered same as plan's Emergency Room/Urgent Emergency Room/Urgent Covered same as plan's Emergency Room/Urgent		Covered same as plan's Outpatient Facility Services	Covered same as plan's Outpatient Facility Services		
			includes MRI, luding ARI, pro			T Scan, etc. spital are covered u	nder Inpatient Hos	pital ben	efit			
Benefit	Emerg	ency R	loom / Urgent	Care Facility		Outpatient Prof	fessional Services	S		*Ambulan	ce	
Denem	in-N	In-Network Out-of-Network				In-Network	Out-of-Netw	rork	In-Ne	etwork	Out-of-Network	
Emergency Care	Plan pays	100%	٨		Pla	n pays 100% ^	Plan pays			100% ^		
Urgent Care	Plan pays	100%	۸		Pla	Plan pays 100% ^ Not Appli				cable*		
*Ambulance se	ervices used a	s non-e	emergency tran	sportation (e.	g., trans	sportation from hosp	oital back home) ge	enerally a	are not cov	ered.		
Benef	it .	Ir	npatient Hospi	tal and Other	Health	Care Facilities				ient Services		
			In-Network			Out-of-Network In-Network			Out-of-Network			
Hospice	F	lan pay	/s 100% ^	P	an pays	s 70% ^	Plan pays 100% *			Plan pays 70% *		
Bereavement Counseling	F	lan pay	/s 100% ^	P	Plan pays 70% ^ Plan pays 100% ^ Plan pays 70% ^					% *		
			Hospice Care P		_							
Note: Services	where plan d	eductib	le applies are r			and a second division						
		(All Sub Postnata	sequer al Visits	aternity Fee at Prenatal Visits, and Physician's Charges)	Office Visits in Addition to Global Maternity Fee (Perform by OB/GYN or Specialist)		erformed	Delivery - Facility (Inpatient Hospital, Birthi Center)				
	In-Netwo	rk	Out-of- Network	In-Net	work	Out-of- Network	In-Network		ut-of- twork	In-Network	Out-of- Network	
Matemity	Covered sa as plan's Physician's Office Serv		Covered same as plan's Physician's Office Services	Plan pay:	s 100%	Plan pays 70%	Covered same as plan's Physician's Office Services	as plan Physic		Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit	

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Benefit	Physicia	n's Office	Inpatier	t Facility	Outpatient Facility		Inpatient Professional Services		Outpatient Professiona Services	
Denent	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
Abortion (Elective and non-elective procedures)	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% *	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
Family Planning - Men's Services	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% [^]	Plan pays 100% ^	Plan pays 70% ^	Plan pays 1D0% ^	Plan pays 70% ^
Includes surgica	al services, suc	Contraction of the second s	(excludes rev	ersals)			-			
Family Planning - Women's Services	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
	al services, suc									
Infertility	Covered same as plan's Physician's Office Services	Covered some as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan <mark>pays</mark> 100% ^	Plan pays 70% *	Plan pays 100% ^	Plan pays 70% ^
Infertility covere	ed services: lab	and radiology t	est, counseling	, surgical treat	ment, includes a	artificial insemi	nation. in-vitro fe	artilization, GIF	T, ZIFT, etc.	
Unlimited lifetim	Covered	Covered		-	1	1	1	-	1	1
TMJ, Surgical and Non- Surgical	Covered aame aa plan's Physician's Office Services	covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
			lways excludes	appliances &	orthodontic trea	tment. Subject	to medical nece	essity.		
	mum per lifetime where plan ded									

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		Inpatient Hospital Facili	ty	Inpatient Professional Services				
Benefit	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network		
Organ Transplants	Plan pays 100%	Plan pays 100% ^	Not Covered	Plan pays 100%	Plan pays 100% *	Not Covered		
 Travel 	Maximum - Lifesource Fa	acility: In-Network: \$10,00	0 maximum per Transpla	ant				
		plies are noted with a cal						
Bonofit		Inpatient	Outpatient	- Physician's Office	Outpatient -	All Other Services		
Benefit In-Netwo		COut-of-Netwo	rk in-Network	Out-of-Network	In-Network	Out-of-Network		
Mental Health	No charge A	Plan pays 70% *	No charge *	Plan pays 70% *	No charge *	Plan pays 70% ^		
Substance Us Disorder	e No charge ^	Plan pays 70% *	No charge *	Plan pays 70% ^	No charge *	Plan pays 70% *		
	nt includes Residential Tr ient includes Individual, Ir		wioral Telehealth Consu	Itation, and Group Therapy	y; also Partial Hospitaliz	ation		
The second se		ce Use Disorder	and the second sec			The second second		
Cigna Total Be Inpatie Outpat Partial Intensi Chang	havioral Health - Inpatien nt utilization review and o ient utilization review and Hospitalization ve outpatient programs ing Lives by Integrating N	case management	ment					

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Pharmacy	in-Network	Out-of-Network
 Cigna Pharmacy three-tier copay plan Retail drugs may be obtained in-Network at a wide range of pharmacies across the nation. Patient is responsible for the applicable copay based upon the tier of the dispensed medication. Your pharmacy benefits have a combined out-of-pocket maximum with the medical/behavioral benefits. Self Administered injectable drugs are covered Oral contraceptives included Includes oral contraceptives - with specific products covered 100% Lifestyle drugs included - limited to sexual dysfunction Prescription smoking cessation drugs included Oral Fertility drugs included Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges included Specialty medications are limited to a 90-day supply for Home Delivery Specialty medications are limited to a 30-day supply at Retail 	Retail - 30 day supply Generic: You pay \$5 Preferred Brand: You pay \$20 Non-Preferred Brand: You pay \$35 Home delivery - 90 day supply Generic: You pay \$5 Preferred Brand: You pay \$20 Non-Preferred Brand: You pay \$35	Retail You pay 30% Your plan pays 70% Home Delivery Not Covered
Pharmacy Program Information	A STATE OF	and the set of the set of the set
 Pharmacy Clinical Management and Prior Authorization Your plan is subject to refill-too-soon and other clinical edits as well Plan exclusion edits are always included. Additional clinical management - Basic package - provides a limited list of prescription medications. 		ation, age edits and quantity limits for a specific
	ugs including all those required under app	licable health care laws. To check which drugs
Specialty Pharmacy Management: Clinical Programs OPrior authorization is required on specialty medications but OTheracare® Program Medication Access Option ORetall and/or Home Delivery	quantity limits may apply.	
	onal Information	
Case Management		diama dia
Coordinated by Cigna HealthCare. This is a service designated to provide a health incident has precipitated a need for rehabilitation or additional health care while maximizing the patient's quality of life.	ssistance to a patient who is at risk of dev care support. The program strives to attai	eloping medical complexities or for whom a n a balance between quality and cost effective

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Additional Information

Maximum Reimbursable Charge

Out-of-Network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (200%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

Medicare Coordination

Cigna will pay as the Secondary Plan to Medicare Part A and B regardless if the person is actually enrolled in Medicare Part A and/or Part B as permitted by the Social Security Act of 1965 as follows:

(a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);

(b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

Cigna will pay as the Secondary Plan to Medicare Part A and B regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.

Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

Pre-Certification - Continued Stay Review - PHS+ Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- · Benefits are denied for any additional days not certified by Cigna Healthcare.

Pre-Certification - Continued Stay Review - PHS+ Outpatient Prior Authorization - required for selected outpatient procedures and diagnostic testing In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$500 penalty applied to outpatient procedures/diagnostic testing charges for failure to contact Cigna Healthcare and to precertify admission.
- · Benefits are denied for any outpatient procedures/diagnostic testing reviewed by Cigna Healthcare and not certified.

Pre-Existing Condition Limitation (PCL) does not apply.

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Additional Information

Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

- Holistic health support for the following chronic health conditions:
 - Heart Disease
 - Coronary Artery Disease
 - Angina
 - Congestive Heart Failure
 - Acute Myocardial Infarction
 - Peripheral Arterial Disease
 - Aethma
 - Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
 - Diabetes Type 1
 - Diabetes Type 2
 - Metabolic Syndrome/Weight Complications
 - Osteoarthritis
 - Low Back Pain
 - Anxiety
 - Bipolar Disorder
 - Depression

Definitions

Coinsurance - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Deductible - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

Out-of-Pocket Maximum - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

Place of service - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level. Prescription Drug List - The list of prescription brand and generic drugs covered by your pharmacy plan.

Professional Services - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologist, Pathologist and Anesthesiologist Transition of Care - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

Exclusions

What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.

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Choice Fund Health Reimbursement Account (HRA) Open Access Plus - Proclaim BE - Custodians Alternate Plan "S" - 6464346. Version #9

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Exclusions

- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, not or insurrection.
- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(a) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
 - Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
 - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
 - The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
 - o The subject of an ongoing phase i, ii or iii clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Macromastia or Gynecomastia Surgeries, Surgical treatment of varicose veins; Abdominoplasty; Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant skin surgery; Removal of skin tags; Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and aurgical services, initial and repeat, intended for the treatment or control of obesity including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile

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Exclusions

dysfunction (including penile implants), anorgasmy, and premature ejaculation.

- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or intellectual disabilities.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational
 performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and
 when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary
 meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- Hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing
 aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of coms and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic acreening is a testing method performed in the absence of any
 symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the
 utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare
 plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.

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Exclusions

- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephone and internet, unless provided as specifically described under the benefit section.
- Massage therapy.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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EHB State: CT

7/1/2017 ASO

MEMORANDUM OF UNDERSTANDING **RE: POST-RETIREMENT INSURANCE** BETWEEN MONROE BOARD OF EDUCATION AND MONROE BOARD OF EDUCATION SECURITY AND MAINTENANCE **EMPLOYEES, LOCAL 424, UNIT 22**

The parties agree that for purposes of interpreting CBA Article 5, K, the attached documents describe the benefits.

Monroe Board of Education

Date:

UPSEU 8-2-17

Date:

ACTIVE/77896.3/WCONNON/6752311v2

RETENTION OF MEDICAL COVERAGE AFTER RETIREMENT

Coverage Available

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An employee who qualifies under the Minimum Age and Service Requirement may retain the medical and dental insurance for the employee and their spouse. Payment for this coverage will be at the current cost of the insurance adjusted as changes occur. Any contribution from the Board of Education will be determined by the guidelines presented in this booklet.

Minimum Age and Service Requirement

The minimum age requirement to be eligible to remain on medical insurance at your own expense remains at 55 and minimum service required is as follows:

Age 55 with 15 Years of Service Age 56 with 14 Years of Service Age 57 with 13 Years of Service Age 58 with 12 Years of Service Age 59 with 11 Years of Service At Age 60 to 64 with 10 Years of Service At Age 65 see rule of 75

Calculation of Service Requirement

<u>Only</u> for purposes of calculating service to determine the medical insurance eligibility under the various rules, all service except that as a substitute shall be considered for all employees hired before July I, 1985. If an employee has a break in service, the date of the most recent hiring shall be used for all calculations regarding medical insurance at retirement.

Surviving Spouse Coverage

In the event that the employee dies before their spouse, the existing insurance coverage shall remain in effect and any Board payment that the employee was eligible to receive shall continue up to the total cost of the insurance.

Insurance for the employee and spouse would be paid up to a maximum of \$200 per month for an employee retired after qualifying for the rule of 75. The actual calculation would be done based on actual age in years and months plus actual service in years and months equal to 75 years. In no case would the years of service be less than 10 years or the age less than 55 years to be eligible for this benefit. The balance of the coverage would be at the expense of the employee.

> Age 55 with 20 Years of Service Age 56 with 19 Years of Service Age 57 with 18 Years of Service Age 58 with 17 Years of Service Age 59 with 16 Years of Service Age 60 with 15 Years of Service Age 61 with 14 Years of Service Age 62 with 13 Years of Service Age 63 with 12 Years of Service Age 64 with 11 Years of Service Age 65 with 10 Years of Service

Over 65 - whenever 10 years of Service is attained

RULE OF 80

Insurance for the employee and spouse would be paid up to a maximum of \$250 per month for an employee retired after qualifying for the rule of 80. The actual calculation would be done based on actual age in years and months plus actual service in years and months equal to 80 years. In no case would years of service be less than 10 years or the age less fhan 55 years to be eligible for this benefit. The balance of the coverage would be at the expense of the employee.

> Age 55 with 25 Years of Service Age 56 with 24 Years of Service Age 57 with 23 Years of Service Age 58 with 22 Years of Service Age 59 with 21 Years of Service Age 60 with 20 Years of Service Age 61 with 19 Years of Service Age 62 with 18 Years of Service Age 63 with 17 Years of Service Age 64 with 16 Years of Service Age 65 with 15 Years of Service Age 66 with 14 Years of Service Age 67 with 13 Years of Service Age 68 with 12 Years of Service Age 69 with 11 Years of Service Age 70 with 10 Years of Service

Over 70 - whenever 10 years of service is attained

RULE OF 85

Insurance for the employee and spouse would be paid up to a maximum of \$300 per month for an employee retired after qualifying for the rule of 85. The actual calculation would be done based on actual age in years and months plus actual service in years and months equal to 85 years. In no case would years of service be less than 10 years or the age less than 55 years to be eligible for this benefit. The balance of the coverage would be at the expense of the employee.

> Age 55 with 30 Years of Service Age 56 with 29 Years of Service Age 57 with 28 Years of Service Age 58 with 27 Years of Service Age 59 with 26 Years of Service Age 60 with 25 Years of Service Age 61 with 24 Years of Service Age 62 with 23 Years of Service Age 63 with 22 Years of Service Age 64 with 21 Years of Service Age 65 with 20 Years of Service Age 66 with 19 Years of Service Age 67 with 18 Years of Service Age 68 with 17 Years of Service Age 69 with 16 Years of Service Age 70 with 15 Years of Service Age 71 with 14 Years of Service Age 72 with 13 Years of Service Age 73 with 12 Years of Service Age 74 with 11 Years of Service Age 75 with 10 Years of Service Over 75 - whenever 10 years of service is attained

RULE OF 90 TO BE EFFECTIVE JULY 1, 2008

Insurance for the employee and spouse would be paid up to a maximum of \$350 per month for an employee retired after qualifying for the rule of 90. The actual calculation would be done based on actual age in years and months plus actual service in years and months equal to 90 years. In no case would years of service be less than 10 years or the age less than 55 years to be eligible for this benefit. The balance of the coverage would be at the expense of the employee.

> Age 55 with 35 Years of Service Age 56 with 34 Years of Service Age 57 with 33 Years of Service Age 58 with 32 Years of Service Age 59 with 31 Years of Service Age 60 with 30 Years of Service Age 61 with 29 Years of Service Age 62 with 28 Years of Service Age 63 with 27 Years of Service Age 64 with 26 Years of Service Age 65 with 25 Years of Service Age 66 with 24 Years of Service Age 67-with 23 Years of Service Age 68 with 22 Years of Service Age 69 with 21 Years of Service Age 70 with 20 Years of Service Age 71 with 19 Years of Service Age 72 with 18 Years of Service Age 73 with 17 Years of Service Age 74 with 16 Years of Service Age 75 with 15 Years of Service Age 76 with 14 Years of Service Age 77 with 13 Years of Service

Age 78 with 12 Years of Service Age 79 with 11 Years of Service Age 80 or over with 10 Years of Service

RETENTION OF EMPLOYEE LIFE INSURANCE AFTER RETIREMENT

As part of the medical insurance package, life insurance is retained in the amount of \$7,500.00. This insurance shall remain in force until the death of the employee, the cancellation of the medical insurance by the employee, or the non-payment of the premium by the employee.

This benefit is not available to the spouse of the employee.