

AGREEMENT

Effective July 1, 2010 to June 30, 2013

between the

GREENWICH BOARD OF EDUCATION

and

CONNECTICUT LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES LOCAL, 136, OF  
LABORERS INTERNATIONAL UNION OF NORTH  
AMERICA AFL-CIO

representing the

PROFESSIONAL ASSISTANTS  
AND  
SECURITY PERSONNEL

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## 1. RECOGNITION

- A. In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative for the employees in the classifications specified in Appendix I (professional assistants and security personnel).
- B. This Agreement shall only apply to the following categories of employees:
  - (i) full-time employees who are employed to work the standard work week and whose employment is to continue over the course of the full employment year if employed at the start of the year or over the course of the balance of the full year if employed after the start of the year and who are not temporary employees.
  - (ii) regular, part-time employees who are employed to work less than the standard work week, but at least twenty (20) hours per week and whose employment is to continue over the course of the full employment year if employed at the start of the year or over the course of the balance of the full year if employed after the start of the year and who are not temporary employees.
  - (iii) temporary employees are those employees who are to work less than ninety (90) days in the employment year.
- C. Any employee who was a full-time employee or a regular part-time employee, but who, during the life of this Agreement, has her hours reduced to less than twenty (20) hours per week shall not be covered by this Agreement.
- D. Each person hired as a full-time employee shall have a probationary period of six (6) months and each person hired as a regular part-time employee shall have a probationary period of one (1) school year. During an employee's probationary period, she shall receive the benefits to which she is entitled under this Agreement, but during the probationary period, the Board may terminate her employment with or without cause.
- E. All regular, part-time employees employed in a title specified in Appendix I shall receive only such benefits of this Agreement as are specifically designated as payable to them.

## 2. NON-DISCRIMINATION

The use of the feminine or masculine gender in this Agreement shall be construed as including both genders and not a sex limitation unless the Agreement clearly requires a different construction.

Neither the Board nor the Union shall discriminate against any employee because of membership or non-membership in the Union, or against any member or officer because of participation in legitimate activities of the Union, or against any employee because of such employee's race, color, religion, sex, national origin, age, disability or any other basis prohibited by law, provided that this provision shall not prohibit different treatment of employees based on legitimate factors requiring

different treatment. This provision shall be subject to the grievance procedure through the Board of Education level, and shall not be subject to arbitration.

3. NOTICES

- A. The Union shall have the right, to be reasonably exercised, to post notices and other communications on a bulletin board provided by the Board at each school provided that the Union shall provide a courtesy copy to the Principal.
- B. The Union will be supplied with the names and addresses of new hires in unit positions within fifteen (15) working days of such appointment. The Union will be provided an opportunity, not to exceed approximately thirty (30) minutes, to speak to new hires during orientation. For hires after the start of the year, designated union representatives will be provided a reasonable opportunity to meet for approximately ten (10) minutes with the new hires concerning membership within the working day but not during a time when the new hire is scheduled to be with a child or children.
- C. Employees shall have the right to review any material in their personnel files promptly after making an appointment for such review. Employees shall be notified when disciplinary documents are placed in their files. 'CC: Personnel file' on such a document shall be appropriate notification.

4. COPY OF AGREEMENT

The Board shall give each present employee in the bargaining unit and each such new employee, when hired, a copy of this Agreement.

5. WAGES

- A. Employees shall be paid on a bi-weekly basis pursuant to the salary schedule specified in Appendix I.
- B. The Board shall place each employee upon the step and at the rate appropriate to that employee's qualifications. Qualifications shall be determined by the needs of the students.
- C. Regular, part-time employees shall be paid a prorated salary based upon their work week and the appropriate rate and step.
- D. For all hours worked in excess of an employee's regular work week, up to forty (40) hours, the employee shall be paid at the employee's hourly rate and for all hours worked in excess of forty (40) hours, the employee shall be paid at one and one-half (1 1/2) times the employee's hourly rate.

6. EMPLOYMENT YEAR

- A. The Union recognizes that the employment year is not a mandatory subject of negotiation but can be determined by the Board unilaterally. The Board has determined that the base employment year shall be 184 days for employees not required either by this Agreement or by individual agreement pursuant to

Paragraph B of this Section to work additional or fewer days. At the election of the Board, for employees new to the job each year, the work year shall be two additional days beyond the work year described above. In the event that the Board shall adopt a student calendar in any year during the duration of this Agreement providing for other than one hundred eighty-two (182) days, the Board may adjust the base employment work year accordingly at the employee's per diem rate.

- B. For each employee, days may be added or subtracted from the established employment year by mutual agreement between the Superintendent and the individual at the employee's per diem rate after consultation by the Superintendent or his/her designee with the individual.
- C. Deductions for leave of absence without pay shall be computed by means of a fraction, the numerator of which is one (1) and the denominator of which is the number of days in the employment year of the particular employee (e. g. 1/184 of the annual contract salary per day of absence for employees on an employment year of one hundred eighty-four (184) days).

## 7. HOURS OF WORK

- A. During the employment year, the standard work week for assistants shall be thirty-five (35) hours and for security personnel shall be forty (40) hours and the standard work day for assistants shall be seven (7) hours and for security personnel shall be eight (8) hours with the commencement of the day and with a thirty (30) minute unpaid lunch break within the standard work day for each employee being specified by the Board. All employees will be entitled to one (1) fifteen (15) minute paid break per day, to be scheduled by the appropriate supervisor.
- B. The particular work week and work day for each employee (which may not be the standard work week and day) shall be as specified by the Board in its annual notice of appointment sent to the employee. The work week and day may be changed, from time to time, to meet the needs of the Board.
- C. Employees shall attend meetings after the regularly scheduled work day as designated by their immediate supervisor. Attendance at such meetings shall be compensated in accordance with Article 5(D).
- D. Upon reasonable notice, each full-time and part-time employee shall devote any additional time needed to meet the employee's professional work load, to activities beneficial to the Greenwich School System as assigned by the Board. Employees will receive compensation for such additional time in accordance with Article 5(D).

## 8. INSURANCE

- A. Employees have the option to participate in the following Anthem medical plans: High Deductible – Health Savings Account (HD-HSA) plan (Appendix II), \$10 POS plan (Appendix III) or the \$10 POE plan (Appendix IV). An employee who elects to enroll in the HD-HSA will need to expend all funds contributed to the employee's FSA by December 31 prior to enrollment in the HD-HSA or be limited to participating in the Anthem \$10 POS or \$10 POE plans. An employee who

elects to participate in the Town's flexible spending program for medical expenses is not eligible for enrollment in the HD-HSA and is limited to enrolling in the \$10 POS or \$10 POE plan. An employee who has Medicare Part A, Veterans Medical Insurance or Active Duty Insurance and is therefore not eligible for participation in a HD-HSA may, as an alternative option to the HD-HSA, participate in a \$10 POS Alternative Plan. The \$10 POS Alternative Plan provides the same benefits described in Appendix III, with a national network. Participation in the \$10 Alternative Plan is limited to employees who receive Medicare Part A, Veterans Medical Town-LIUNA 2010 – 2013 Insurance or Active Duty Insurance. An employee who elects to enroll in the \$10 POS Alternative Plan will be required to provide proof of participation in Medicare Part A, Veterans Medical Insurance or Active Duty Insurance. Effective January 1, 2012 the Anthem PPO and Anthem POS plans shall no longer be available as insurance options.

- B. Employees who elect to participate in one of the medical plan options or the HD-HSA shall pay ten percent (10%) of the cost of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
- C. The Town shall make an annual contribution to the employee's Health Savings Account in the amount of \$1,250 for single coverage and \$2,500 for couple or family coverage. The Town shall pay 100% of the annual contribution in January of each plan year. The HD-HSA shall have an individual deductible of the higher of \$1,500 for a single plan and \$3,000 for a couple or family plan or the minimum allowable pursuant to the Internal Revenue Code (IRC) and effective January 2012, prescription co-pays of \$10/\$25/\$40 once the deductible is reached. In the event, as a requirement of IRC compliance, the deductible is increased above the \$1,500 and \$3,000, the Town shall increase its contribution to the employee's HSA account to reflect a contribution equal to 83.33% of the new IRC required deductible. The effective date of the increase in the Town contribution shall be the date of the IRC deductible increase. Increases in Town contribution resulting from IRC requirements effective other than on January 1, shall be pro rated for remaining period of the January to December plan year. As an example, if the IRC requires a minimum single deductible of \$1,750 and a couple or family of \$3,250 effective January 1, the Town's annualized contribution will increase to \$1,458 for a single plan and to \$2,708 for a couple or family plan effective that January 1.
- D. Employees who elect medical coverage, except for the Health Savings Account High Deductible Medical Plan, shall be enrolled in the prescription drug plan as provided in Appendix V. The employee shall pay ten (10%) percent of the cost of the premium or premium equivalent of such plan by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). Effective July 1, 2012 the co-pays shall be increased to \$10/\$25/\$40 (2X mail order).
- E. The Town shall pay one hundred percent (100%) of the premium cost for term life insurance for each regular full-time employee in a face amount of ten thousand dollars (\$10,000.00). This insurance shall also cover accidental death and dismemberment. Effective July 1, 2011 the term life policy shall be increased to twenty-five thousand dollars (\$25,000).

- F. A regular full-time employee may elect to be enrolled in the Town's dental plan. The employee shall pay ten percent (10%) of the premium costs or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). The dental plan shall have benefits equal to or better than the dental benefits provided under the 2003-2007 agreement except that dental services provided in a hospital shall be covered under the medical plan and the maximum for class C services shall be Fifteen Hundred Dollars (\$1,500.00) per year and preventive dental shall be at one hundred percent (100%).
- G. During the annual open enrollment period each employee shall select whether to waive health insurance benefits or change the health insurance plan in which to participate. Changes during the year will be permitted only if a "Qualified Life Event" occurs as enumerated in IRC Section 125. Changes then requested must be on account of and consistent with one of the Qualified Life Events. Qualified Life Events are defined as follows:
1. The employee's marriage or divorce.
  2. The death of the employee's spouse or dependent.
  3. The birth or adoption of a child of the employee.
  4. Termination of employment or commencement of employment of the employee's spouse.
  5. The employee or spouse switches from full-time to part-time or part-time to full-time employment.
  6. The taking of an unpaid leave of absence by the employee or spouse.
  7. Separation from service.
  8. A significant change in the health coverage of the employee or spouse due to the spouse's employment.
- H. A employee may enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Any unspent balance of FSA contributions from the prior plan year shall be credited to all Town/BOE participants who maintain active FSA accounts on a per capita basis. An employee who elects to participate in the Town's flexible spending program for medical expenses is not eligible for enrollment in the HSA-HD, and is limited to enrolling in the Anthem \$10 POE or Anthem \$10 POS. An employee who plans to elect to participate in the HD-HSA on January 1 must deplete all funds committed to the employee's medical FSA by December 31 of the current calendar year to be eligible to participate in the HD-HSA.
- I. The premium equivalent rates shall be computed annually in accordance with generally accepted underwriting methodologies. The rates shall be set by a qualified third party (e.g., plan administrator or insurance consultant) designated

by the Town. The Union will have the right to review the premium equivalent rates and the underlying data.

- J. In lieu of purchasing a policy or policies of insurance, the Town may act as a self-insurer.
- K. The Town may change the plans of insurance, in whole or in part, and also the third party administrator, provided that if the Town desires to do so, the Town shall give the Union no less than sixty (60) days notice and also provided that the benefits, coverages, and third party administrator shall be equal to or better than the then existing insurance. The Union may grieve any disagreement that the insurance meets the standard of equal to or better, except that the fact of a change in the size or scope of the in-network providers shall not require a finding that the insurance is not equal to or better than the then existing insurance if the proposed insurance has adequate in-network providers in number and quality within the area served. No change shall be implemented until the grievance procedure has been exhausted.
- L. The regular full-time employee contributions required under either plan shall be made by appropriate deductions from each periodic pay of the covered regular full-time employee based on individual, couple or family premiums as appropriate.
- M. Insurance benefits shall not be provided for an employee who works less than the standard workweek.
- N. The definition of a dependent for all health care plans shall be as provided by applicable state or federal statute or regulation.

## 9. PENSIONS

- A. For employees hired prior to November 1, 2008, the following shall apply:
  - 1. Commencing July 1, 1990, the Retirement System of the Town of Greenwich as presently in effect for general employees, as amended to date, as on file in the Retirement Office, shall be in effect for all eligible employees during the term of this Agreement except that it shall be further amended to provide for vesting after five (5) years and for the substitution of a rule of 80 for the rule of 85, for employees covered under this Agreement, in Section 179(b), and for the coverage of Option 1 of Section 191 without any reduction in the retiree's allowance.
  - 2. The Town shall provide on-line access for employees to obtain basic retirement information including estimated retirement benefits. An employee who does not have on-line access may obtain basic retirement information including estimated retirement benefits from the Town's Retirement Office.
  - 3. The retirement allowance of an employee who retires shall be determined by the use of final compensation, including deferred income. Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime and shift differential, if applicable, of a member during the one (1) year of credible service with the Board, for which such compensation was the highest.

4. The Town will grant a survivor benefit for vested (five years of creditable service) employees who die prior to qualifying for a service or disability retirement. Their designated survivor shall be eligible to receive a one hundred percent (100%) Joint and Survivor benefit based upon the employee's accrued benefit account calculated as if the employee had retired on the date of death.
5. Effective July 1, 1990, all employees covered by this Agreement, shall have their rate of benefit in the Retirement System of the Town of Greenwich as defined in Section 179 of Article 14 of the Greenwich Municipal Code (Charter) be 2% per year (1/50).
6. Each full-time employee who under, this Section 9, is covered by the Retirement System of the Town of Greenwich on July 1, 1990 shall receive credit for all past years of continuous service as a regular employee with the Board. Such continuous service shall be measured from the date of first hiring as a regular employee.
7. Each full-time employee shall receive one (1) calendar year pension credit for each school year worked.
8. The pension plan shall provide for vesting after five (5) years of accredited service with the commencement of benefits deferred to the minimum eligibility requirement for the receipt of a pension for the covered employee. The amount of such deferred pension shall be based on the benefits in effect at the time the vested member terminates his/her employment. An employee who ceases employment with the Board/Town and is vested in the pension plan may withdraw his/her contributions and such withdrawal shall not in any way effect the employee's vested rights under the plan.
9. The non-mandatory contribution rate for all employees shall be five percent (5%) of pensionable earnings deducted from the employee's bi-weekly paycheck on a pre-taxed basis.
10. A retiring employee shall not be required to reduce his/her pension benefit to ensure that his/her beneficiary receive the balance of his/her contributions, with interest, in the event of his/her death after retirement.
11. Each employee with prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town/Board. Said additional contribution shall be the employee's existing rate of contribution times his/her annual salary for each year of military service for which he/she wishes to buy credit. In no event may an employee buy credit for more than four years of service.
12. Effective July 1 of each year, retirees age 62 and older, who retired prior to July 1 of the previous calendar year, shall be eligible for a cost of living adjustment (COLA) in their retirement allowance. Subject to the conditions set forth below, the COLA shall be 100% of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the New York-Northern New Jersey-Long Island, NY\_NJ\_CT\_PA (CPI), not to exceed 3%,

measured from May as reported in June of the previous calendar year through April as reported in May of the current calendar year. In no event shall a retiree's annual retirement allowance exceed 150% of the allowance at which the employee retired. In the event the annual increase in the CPI is less than one percent (1%) no COLA shall be due. This paragraph "11" shall be applicable to employees who retired on or after July 1, 2009.

B. For employees hired on or after November 1, 2008, the following shall apply:

1. Effective Date. Employees hired in the bargaining unit on or after November 1, 2008, shall be ineligible for Retirement System membership. The retirement provisions of Article 14 of the Town Charter and Section A of this Article shall not be applicable to such employees.
2. Mandatory Participation. A regular full-time employee covered by this Agreement who is not eligible, pursuant to the terms of Section A of this Article and B-1 above, for membership in the Retirement System shall be required to participate in the Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this Section, effective on date of appointment.
3. Mandatory Contributions. Immediately upon commencing participation in the DC Plan, each participant shall contribute five percent (5%) of his or her base pay to the DC Plan, and the Town shall contribute an additional five percent (5%) of the participant's base pay to the DC Plan.
4. Vesting. Each participant is always 100% vested in his or her employee contributions to his or her account in the DC Plan. Town contributions to the participant's DC Plan account shall be vested upon completion of sixty (60) months of full-time employment.
5. Discretionary Employee Contributions. To the extent permitted by applicable law and regulations, each participant shall be permitted to defer amounts (in addition to the mandatory 5% employee contribution described in (2) above) to the DC Plan, on a pre-tax or after-tax basis, subject to Internal Revenue Code limitations.
6. Other. The Town shall be responsible for establishing and administering the DC Plan and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each Participant shall direct the investment of his or her own account to one or more of the investment alternatives available.

## 10. GRIEVANCE PROCEDURE

### A. Definitions

1. A 'grievance' means a complaint filed by the Union on behalf of an employee or group of employees involving a matter relating to the interpretation and application of the terms and conditions of this

Agreement. Evaluations shall not be grievable, provided that suspension or discharge decisions shall be grievable in accordance with Article 19.

2. The term "days," except where otherwise indicated, means working school days.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
2. Nothing herein contained shall be construed as limiting the right of any employee having a potential grievance to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Union or with both at any time. Such discussion may be initiated verbally or by a writing. If appropriate, any resolution may be put in writing with copies to all interested parties and the Superintendent and the Union. No written resolution shall be binding until approved by the Superintendent or his designee and the Union.

C. Structure

The Union shall be represented in the grievance procedure by its business manager or his designee. The Superintendent may act directly or may be represented by a designee and the Board may act directly or may be represented by a designated subcommittee.

D. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In order for a grievance to be the subject of arbitration, it must be filed at the initial step of the grievance procedure within ten (10) days after the grievant knew or reasonably should have known of the act or condition giving rise to the grievance. Failure to so file any grievance will result in such grievance being non-arbitrable.

E. Formal Procedure

1. Level One - School Principal
  - a. The Union may submit a formal grievance in writing to the principal or appropriate director of an aggrieved employee.
  - b. The principal or director shall within ten (10) days render her decision and the reasons for the decision in writing to the Union's representative and the Superintendent of Schools.

- c. This decision shall not be binding until approved by the Superintendent.
2. Level Two – Superintendent of Schools
- a. If the grievance is not resolved to the satisfaction of the Union at Level One, the Union may file the written grievance with the Superintendent within fifteen (15) days of the decision.
  - b. The Superintendent of Schools or his/her designee shall meet with representatives of the Union to hear the grievance within fifteen (15) days of receipt of the grievance. The Superintendent of Schools shall issue a written decision within ten (10) days from the date of the meeting.
3. Level Three - Board of Education
- a. If the grievance is not resolved to the satisfaction of the Union at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the Union may file the grievance again with the Board within ten (10) days of the decision.
  - b. The Board shall render its decision in writing within fifteen (15) days of receipt of the grievance.
4. Level Four – Arbitration
- a. If the grievance is not resolved to the satisfaction of the Union at Level Three, the Union may take such further steps as are provided by law; provided, however, that if the grievance is based solely upon an alleged breach of this agreement, the Union may within thirty (30) days of the date of the Board's decision submit the grievance to arbitration, with the American Arbitration Association in which case the parties shall proceed in accordance with the remaining subparagraphs of this Article as they are applicable.
  - b. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement or to impose any obligation on the Board or the Union which is not specifically set forth in this Agreement. Awards may not be retroactive beyond ten (10) days prior to the date that the grievance was filed at Step 1.
  - c. The arbitrator shall, as soon as possible, render her decision in writing to all parties in interest. The decision of the arbitrator shall be final and binding upon all parties in interest, but the decision shall not be binding or cited as controlling precedent with regard to any other dispute.

- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Each party shall bear the cost of its own representatives and witnesses.

## 11. HANDBOOK AND CLASSIFICATIONS

- A. The Professional Assistants and Security Personnel Handbook shall specify those matters not contained in this Agreement. There shall be no unilateral modification of any matter affecting wages, hours, or other conditions of employment of employees covered by this agreement. To the extent the provisions of the Handbook conflict with the language of the collective bargaining agreement, the collective bargaining agreement will be the controlling document.
- B. As required, the Professional Assistants and Security Personnel Handbook shall be updated.
- C. There shall be two classifications, professional assistants and security personnel. Within the classification of professional assistants, there shall be a stipend position, educational program specialist. Appointments to these stipend positions shall be made on an annual basis. Professional assistants so appointed shall work one additional day each year as scheduled by the Board to receive mandatory training on their responsibilities, and they shall receive an additional stipend as set forth below.

### Educational program specialist:

Given the unique needs of the children to be served, professional assistants shall be assigned to this responsibility (e.g., ABA or Braille responsibilities) at the discretion of the Board based on training, educational background, past experience, skills, temperament and other qualities. Such assignments shall be voluntary. Professional assistants assigned to this responsibility shall fulfill responsibilities as specified in students' IEPs and otherwise as assigned by the Board. The professional assistant shall be paid for any required training (e.g., ABA training, Braille training or other specialized training). The term of such assignment shall be based on the needs of the student(s) involved. Professional assistants so assigned shall be paid a stipend for time spent in the assignment at the annual rate of \$3,000.

## 12. DEDUCTION OF UNION DUES AND SERVICE FEES

- A. All Employees covered by this Agreement shall as a condition of continued employment, join the Union or pay a service fee to the Union. Such service fee shall be no greater in amount than the membership dues of the Union and shall represent the costs of collective bargaining, contract administration and grievance adjustment.
- B. The Board shall deduct by means of payroll deductions from each Union member, who signs an authorization, an amount equal to the Union membership dues. The amount of the deduction from each paycheck shall be equal to the total Union membership dues divided by a number of payments to be established by the Union, and such deduction shall be made from the second paycheck each month. The

amount of Union membership dues for the upcoming year shall be certified by the Union to the Board prior to August 1st.

- C. The Board shall deduct by means of payroll deductions from each employee covered by this Agreement who has not joined the Union, who signs an authorization, an amount equal to the service fee. The amount of the deduction from each paycheck shall be equal to the total service fee divided by a number of payments to be established by the Union and such deduction shall be made from the second paycheck of each month. The amount of the service fee for the upcoming year shall be certified by the Union to the Board prior to August 1st.
- D. Those persons whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of dues or service fee remaining.
- E. The Board agrees to forward to the Union each month a check for the amount of money deducted during that month, together with documentation listing the employees for whom dues or service fees have been deducted.
- F. As a condition precedent to any action by the Board under this Article, the Union shall establish procedures which are adequate to protect the Constitutional rights of employees who are not members. Such procedures shall include at least the following: (1) a manner of providing employees who are not Union members with adequate information about the basis for calculation of the service fee so as to enable such employees to determine whether or not the service fee may be being used for Constitutionally impermissible purposes; (2) an arrangement by which the service fee for any objecting employee is placed in escrow until a decision is reached as to the appropriate amount of the service fee; (3) a means for a reasonably prompt decision by an impartial decision maker. The Union shall notify, in writing, the Board and all employees who are not Union members of the procedures before the Board shall be required to act under this Section.
- G. The Union shall hold the Board harmless against any and all claims that may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

### 13. REDUCTION IN FORCE AND RECALL

- A. Reduction in Force, by definition for purposes of this Section, is a decrease in the number of members of the staff (Professional Assistants and Security Personnel represented by the Union and employed by the Board) other than by retirements, resignations, leaves of absence, nonrenewals, dismissals not based on elimination of position or dismissals based on elimination of position, but which are necessitated by factors beyond the control of the Board, such as shifts in student population, which occur within thirty (30) days before the opening of school or during the school year.
- B. If the Board deems it necessary to make a reduction in force the following criteria should be used:

1. Selection of staff to be retained shall be made on the basis of the following factors: qualifications, experience and training to fill open positions, general competence and skills considered vital to the needs of the system. Where such considerations are equal, seniority shall be used to break ties.
2. Seniority shall be determined by continuous length of service in the system, including authorized paid or unpaid leave, to be established by the date the initial contract of employment was signed by the staff member. Seniority shall not be broken by termination for reduction in force and shall accrue while on the recall list if the staff member is re-employed within twenty-four (24) months from termination.
3. The Superintendent shall compile the seniority list of the complete staff in accordance with Sub-Section B-2 of this Section on an annual basis and shall furnish the Union with copies of the list by February 1st of each year. If the Union or any staff member shall disagree with any placement on the seniority list, the Union or staff member shall file a written request for correction no later than the following March 1st.

C. Recall:

1. Any member of the staff who has been dismissed because of a reduction in force shall be placed on a recall list for re-employment. The Board shall fill open positions for Professional Assistants and Security Personnel represented by the Union in the system through qualified persons selected in accordance with the factors in Sub-Section B-1 of this Section on the recall list in accordance with the procedures of this Sub-Section C before employing other persons.
2. A person shall remain on the recall list for a period of twenty-four (24) months.
3. If a position opens for which a person or persons on the recall list is or are qualified, as much prior to the anticipated date of re-employment as possible, the person or persons shall be notified in writing by certified mail sent to the last known address as supplied to the Board by the person or persons. Anyone thus notified shall indicate in writing, within ten (10) calendar days after mailing of such notification(s), her interest in being considered for the position. If a person indicates no interest in being considered for that position, the person's name will remain on the recall list. A person who fails to respond affirmatively or negatively to two (2) successive notifications shall have her name removed from the recall list.
4. If a person notifies the Personnel Office that she is no longer interested in being considered for re-employment in the Greenwich School System, her name will be removed from the recall list.
5. All sick leave, retirement, fringe benefits, and other service credits previously accrued shall be reinstated upon the return of the staff member as they existed prior to the involuntary leaving of the staff member.

- D. Those recalled to part-time positions will have such service considered as a factor in breaking ties among equally qualified candidates in filling full-time positions for the following year.
- E. Actions taken or not taken under this Section shall be subject to the grievance procedure, but not subject to arbitration under that procedure and the decision of the Board of any grievance shall be final.

14. MANAGEMENT RIGHTS

In all matters which are not covered under this Agreement, the Board shall have the right to manage in such manner as it shall determine.

15. DEFINITIONS

- A. The "Union" in this Agreement shall mean the Executive Committee of the Union acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.
- B. The "Board" in this Agreement shall mean the Greenwich Board of Education acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.

16. DURATION

- A. This Agreement shall be effective upon signing.
- B. This Agreement shall remain in full force and effect to and including June 30, 2013. All matters subject to collective bargaining between the parties have been covered, and this Agreement may not be reopened with respect to any subject matter unless expressly provided in this Agreement.

17. LEAVES OF ABSENCE WITH PAY

All bargaining unit personnel shall be entitled to leaves for personal reasons as follows:

- 1) Religious Leave: The employee may utilize any available unused personal leave for absence required by an individual's religion.
- 2) Witness Leave: The employee may utilize any available unused personal leave for absence for a court appearance when subpoenaed as a witness in any case.
- 3) Jury Leave: Jury duty, provided that an employee who receives notice of jury duty shall notify the Director of Personnel. The employee shall be paid his/her salary less any amount paid by the Court for jury duty, with deduction to be made subsequent to receipt of such amount.
- 4) Sick Leave:
  - a. Full time and regular part-time employees (20 hours or more per week) shall be credited with thirteen (13) paid days of sick leave annually. Per

diem will be deducted for days absent above the number allowed. Each school year after January 1, the Board will review all employee attendance records. Those employees whose attendance records show five (5) or more absences will be reviewed individually to see if the circumstances of the absences (number of incidents, patterns, etc.) warrant a meeting with the employee, which meeting (and additional meetings during the remainder of the school year) may be held as the Board deems appropriate. The Board reserves the right to request that verification of illness be provided by a physician or hospital. Unused sick leave shall be cumulative to ninety (90) days. Absences for sickness shall be reported to the substitute system.

- b. Up to three (3) days of an employee's accumulated sick leave may be taken for illness in the employee's immediate family as defined in 5) b.
  - c. Prior to returning to work after any absence of five (5) working days or more, the Board may require that an employee supply a statement from a medical provider confirming the employee's ability to return to work.
  - d. Whenever possible, if an employee, at the start of or during the course of her sick days, is aware that an illness will require an absence for five (5) or more working days, she will inform the Administration and provide the best estimate of her medical provider or herself as to when she will return. Except as may be excused by the employee's supervisor in writing, this information will be updated as appropriate during absences of five (5) working days or more and in any event, for longer absences at least every fifth working day.
  - e. Up to five (5) days of an employee's accumulated sick leave may be contributed by the employee annually to a sick leave bank against which an employee who is sick but has exhausted her own sick leave may draw, provided that the drawing employee may not receive sick pay beyond the end of the then current school year.
- 5) Bereavement Leave:
- a. Each employee shall be entitled to request and receive up to five (5) days bereavement leave in each year. Under unusual circumstances up to an additional five (5) days bereavement leave may be granted.
  - b. Bereavement leave shall be granted upon request for the death of a member of the employee's immediate family (defined as spouse, parent, grandparent, child, sibling, step-child, grandchild, legal guardian, or legal ward, or any other relative living in the household of the employee).
  - c. Bereavement leave may be granted upon request for the death of any other relative, or, where unusual circumstances dictate the need for leave, for the death of another person. Bereavement leave under this Subsection 5)c shall only be granted for the number of days necessary for travel to and from and attendance at the funeral services.

- d. Bereavement leave shall be granted without loss of pay and shall not be cumulative.
- 6) Personal Leave:
- a. Employees are allowed Personal Leave according to length of service.
  - b. Requests for Personal Leave shall be made on forms available in the school office. Completed forms must be received in the Personnel Office, Havemeyer Building, five (5) days in advance of the requested leave date, except in an emergency.
  - c. Except in an emergency, leave shall not be granted immediately before or after a vacation period or long weekend. Leave shall not be granted to extend a vacation period. Leave shall not be granted when in the opinion of the Superintendent or his/her designee the operation of the school will be adversely affected. A request for leave shall state the specific reason for the request. Except as stated in Section e below, a request for leave shall state the specific reason for the request. However, in all cases personal leave shall be available only for the reasons stated in Section d below.
  - d. Acceptable conditions for request for Personal Leave:
    - 1) College graduation of member of immediate family.
    - 2) Wedding of member of immediate family.
    - 3) Accompanying member of immediate family to hospital.
    - 4) Illness or accident to member of immediate family.
    - 5) Hardship cases or home exigencies similar to NO.3 and NO.4 above.
    - 6) Other business or personal obligations which cannot be resolved outside working hours.
    - 7) Bereavement leave for the death of a member of the immediate family, or where unusual circumstance dictate the need, for the death of another person.
  - e. Employees may request days of personal leave annually as follows:
    - 0-4 years: up to 2 days (1 without reason and 1 with reason)
    - 5-11 years: up to 3 days (1 without reason and 2 with reason)
    - 11+ years: up to 4 days (1 without reason and 3 with reason)

18. SECURITY PERSONNEL

- A. In addition to professional assistants, there has been and shall be a second classification of employees, namely security personnel.
- B. Security personnel shall have such specific duties relating to security within the schools and the school grounds as the Board shall determine as shall be set forth in the job description.

- C. Security personnel shall be trained at the cost of the Board and shall receive wages during training, shall wear identifying clothing, including name tags and badges, as required and provided by the Board at its cost.
- D. Security personnel may be assigned regular consecutive hours of work pursuant to Section 7 of this Agreement within a work day of 6 a.m. to 10 p.m. The Board may change the hours for a shift, provided that such changed hours shall be maintained for at least one week and that any such changes shall be announced at least thirty days in advance. Selection of available schedules shall be on the basis of seniority. If a new shift is created, volunteers shall be sought first, and assignments thereafter shall be made in reverse order of seniority.

19. DISCIPLINE AND DISCHARGE

- A. An employee may be disciplined or discharged only for just cause. Claims that this Section has been violated shall be determined through the use of the Grievance Procedure.
- B. All notices of discipline or discharge shall be written with a copy to the employee and the Union. After eighteen (18) calendar months without further disciplinary action, a prior disciplinary notice issued before July 1, 2008 shall be removed from the employee's personnel file. Disciplinary notices issued on or after July 1, 2008 shall remain in the file. The passage of time with no further problems after such discipline will be a factor in considering appropriate progressive discipline in the future.

20. UNION BUSINESS

- A. At the beginning of each school year, the Union shall be credited with three (3) days leave without loss of pay to be used by professional assistants and security personnel who are representatives of the Union. No more than one (1) day shall be taken by any such representative. The Union shall give the Board at least five (5) days notice of its intention to take such leave and the Administration may refuse to grant such leave if the operation of the school shall be adversely affected by the granting of the leave at such time.
- B. When a meeting in which the employee may be subject to discipline is scheduled in the building where the employee works and the employee desires to have a building steward attend, arrangements shall be made for the building steward to attend without loss of pay.

21. MISCELLANEOUS

- A. The Board shall comply with the provisions of the federal Family Medical Leave Act that are applicable to the Board pursuant to such federal statute. An alleged violation of the FMLA or this provision shall not be subject to the terms of Article 10(E)(4) of the collective bargaining agreement.
- B. If any section, sentence, clause, or phrase of this Agreement shall be declared for any reason to be invalid, the remaining portions of the Agreement shall not be affected thereby.

- C. Professional assistants and/or security personnel who are assigned to attend job-related training sessions, including those required for certifications, shall be reimbursed their reasonable expenses for tuition and related travel as approved by their supervisor in writing in advance.
  
- D. The Town may, without further negotiation, implement a managed medical care plan network for employees' work-related medical treatments. In the event the Town changes its workers' compensation administrator/carrier, any new medical care plan network shall be comparable to the prior medical care plan network.

510710 v.06


GREENWICH BOARD OF EDUCATION

Dated: 7.11.11


By:   
Steven B. Anderson, Board Chair

CONNECTICUT LABORERS' DISTRICT  
COUNCIL on behalf of  
PUBLIC SERVICE EMPLOYEES LOCAL,  
136, OF LABORERS INTERNATIONAL  
UNION OF NORTH AMERICA AFL-CIO

Dated: 7/6/11

By:   
Charles T. LeConche  
Business Manager, Connecticut  
Labors' District Council

Dated: 7/4/2011

By:   
Lynn Mason  
Business Manager  
LIUNA Local 136

APPENDIX I  
ANNUAL WAGES

**2010-11 – 0% GWI**

	1	2	3	4	5	6
	(1)	(2-4)	(5-9)	(10-14)	(15-19)	(20+)
Assistants	21,619	23,615	26,348	26,902	27,457	28,011
Security	27,163	27,915	30,532	33,150	33,150	33,150

**2011-12 – 2% GWI**

	1	2	3	4	5	6
	(1)	(2-4)	(5-9)	(10-14)	(15-19)	(20+)
Assistants	22,051	24,087	26,875	27,440	28,006	28,571
Security	27,706	28,473	31,143	33,813	33,813	33,813

**2012-13 – 2% GWI**

	1	2	3	4	5	6
	(1)	(2-4)	(5-9)	(10-14)	(15-19)	(20+)
Assistants	22,492	24,569	27,413	27,989	28,566	29,142
Security	28,260	29,042	31,766	34,489	34,489	34,489

Note: Unit members entitled to step movement shall move one step in each year.

Note: Wages are based on standard work day of seven (7) hours with an unpaid thirty (30) minute lunch period in addition and a standard work year of 184 days (1,288 hours per year). Wages for Security Personnel are based on a standard work day of eight (8) hours with an unpaid thirty (30) minute lunch period and a standard work year of 184 days (1,472 hours per year). Wages for other than standard work day and year are prorated.

Note: Each employee shall be paid on the basis of the number of continuous years of service in the Greenwich School System. Approved absences of 6 months or less shall not constitute a break in continuous services, but absences of more than 6 months (whether approved or not) shall constitute a break in service with the result that if the employee returns to work in the Greenwich School System, the employee shall start at the first step of the appropriate scale.



APPENDIX II  
ANTHEM HD-HSA

Town of Greenwich - High Deductible Health Plan

<b>Cost shares</b>	<p style="text-align: center;">Integrated In-Network &amp; Out-of-Network Deductible \$1,500 Individual Deductible / \$3,000 Family Deductible (Two or More)</p> <p style="text-align: center;">In-Network Benefits Plan pays 100% after deductible is met 100% Coverage for In-Network Preventive Services - <b>No Deductible</b> No Referrals Required</p> <p style="text-align: center;">Out-of-Network Benefits Plan pays 80% of Maximum Allowable Amount; after deductible is met</p> <p style="text-align: center;">After \$1,500/\$3,000 Deductible met Additional \$1,500 Individual / \$3,000 Family Coinsurance Maximum (Includes Rx)</p> <p style="text-align: center;">Lifetime Maximum - Unlimited</p> <p>*Town of Greenwich will contribute \$1,250/\$2,500 towards deductibles **Deductibles and Co-Insurance are calculated on a calendar year ***Pre-Certs/Prior Authorizations Coordination is Member Responsibility</p>
<b>Prescription Drugs</b> Retail or Mail Order Pharmacy	<p>Effective January 1, 2012</p> <p>\$10/\$25/\$40 Retail (30 day supply) \$10/\$50/\$80 Mail Order (90 day supply)</p> <p>Copayments apply after deductible is met</p>
	<b>Only In-Network Coinsurance Levels Illustrated Below</b>
<b>Preventive Care</b>	
Pediatric	100% Covered - No Deductible
Adult	100% Covered - No Deductible
Vision	100% Covered - No Deductible
Hearing	100% Covered - No Deductible (For Hearing Aids - See "Other Services" Category Below)
Gynecological	100% Covered - No Deductible Covered once every year
Mammography	100% Covered - No Deductible
<b>Medical Services</b>	
Medical Office Visit (Including Sick Visits to OB/GYN)	100% Coinsurance after Deductible

Outpatient PT/OT/Chiro Speech Therapy	100% Coinsurance after Deductible Per Visit on all Outpatient Rehabilitation 50 combined visits Excess visits covered as Out of Network
Cardiac Rehabilitation	100% Coinsurance after Deductible
Allergy Services	100% Coinsurance after Deductible Unlimited Injections
Diagnostic Lab & X-ray	100% Coinsurance after Deductible
Inpatient Medical Services	100% Coinsurance after Deductible
Surgery Fees	100% Coinsurance after Deductible
Office Surgery	100% Coinsurance after Deductible
Outpatient MH/SA	100% Coinsurance after Deductible
Infertility	100% Coinsurance after Deductible No Age or Cycle Limits Prior Authorization is Required
<b>Emergency Care</b>	
Emergency Room	100% Coinsurance after Deductible
Urgent Care Walk In Centers	100% Coinsurance after Deductible CT Network Only
Ambulance - Land or Air	100% Coinsurance after Deductible
<b>Inpatient Hospital</b>	Note: All hospital admissions require pre-cert
General/Medical/ Surgical/Maternity (Semi-private)	100% Coinsurance after Deductible
Ancillary Services Medication, supplies	100% Coinsurance after Deductible
Psychiatric/ Alcohol Rehabilitation	100% Coinsurance after Deductible
Substance Abuse/ Detox	100% Coinsurance after Deductible
Rehabilitative	100% Coinsurance after Deductible up to 100 days - Excess days covered as Out of Network
Skilled Nursing Facility	100% Coinsurance after Deductible Covered up to 120 days per calendar year
Hospice	100% Coinsurance after Deductible

<b>Outpatient Hospital</b>	
Outpatient Surgery Facility Charges	100% Coinsurance after Deductible (Prior Authorization Required)
Diagnostic Lab & X-ray	100% Coinsurance after Deductible
Pre-Admission Testing	100% Coinsurance after Deductible
<b>Other Services</b>	
Durable Medical Equipment Including Prosthetics	100% Coinsurance after Deductible
Home Health Care	100% Coinsurance after Deductible
Infusion Therapy	100% Coinsurance after Deductible Unlimited Visits
Human Organ & Tissue Transplant	100% Coinsurance after Deductible
Private Duty Nursing	100% Coinsurance after Deductible Up to a \$100,000 maximum
Hearing Aids	100% Coinsurance after Deductible Children under Age 12 - maximum of \$1,000 within 2 year period Age 12 & over - Not Covered
TMJ Procedures	Not Covered
Penalty for Failure to Pre-Cert Prior Authorized Covered Services	No Penalty for Hospitalization No for Physician Services

This Benefit Comparison does not constitute your health plan or insurance policy. It is only a general description of the plans.  
Please refer to your plan documents for exclusions and limitations under the plan.

APPENDIX III  
ANTHEM \$10 POS

Benefits at a Glance

The \$10 POS is a point-of-service (POS) plan that features a primary care physician (PCP) who works with you to coordinate your health care. PCP referrals are not required to receive care from a specialist provider.

	In Network <i>You pay:</i>	Out-of-Network <i>You pay:</i>
Office Visit (OV) Copayment	\$10 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$10 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	No charge	Deductible & Coinsurance
Urgent Care (UR) Copayment - <i>CT Network Only</i>	\$25 per visit	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50 per visit	\$50
Outpatient Surgery (OS) Copayment – <i>Prior authorization required</i>	No charge	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3-member family</i> )	Not applicable	\$250/\$500
Coinsurance		20% after deductible up to
Max Annual Out of Pocket ( <i>individual/2-member family/3-member family</i> )		\$1,250/\$2,500
Lifetime Maximum	Unlimited	\$1,000,000

**PREVENTATIVE CARE**

*Well child care <i>Birth to 12 years</i> <i>All others</i>	No Charge	Deductible & Coinsurance
Periodic, routine health examinations		
Routine eye exams – <i>one exam per year as part of preventative visit</i> <i>\$10 co-pay outside of preventative visit</i>		
Routine OB/GYN visits – <i>one exam per year</i>		
*Mammography		
Hearing Screening - <i>\$10 co-pay outside of preventative visit</i>		

**MEDICAL CARE**

Office Visits	\$10 per visit	Deductible & Coinsurance
OB/GYN Care	\$10 per visit	
Maternity Care – <i>initial visit subject to copayment, no charge thereafter</i>	\$10 per visit	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections – unlimited visits</i>	\$10 per visit No charge	

### HOSPITAL CARE – *Prior authorization Required*

Semi-private room	No charge	Deductible & Coinsurance
Maternity and newborn care	No charge	
Skilled nursing facility – <i>up to 90 days per calendar year</i>	No charge	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	No charge	

### EMERGENCY CARE

Urgent Care / Walk-in Centers – <i>CT Network Only</i>	\$25 per visit	Not covered
Emergency Care – <i>copayment waived if admitted</i>	\$50 per visit	\$50 per visit
Ambulance – <i>air subject to maximum per trip</i>	No charge	No charge

### OTHER HEALTH CARE

Outpatient Rehabilitative Services – <i>Prior authorization required 30 visit maximum for PT, OT, and ST per year.</i>	\$10 per visit	Deductible & Coinsurance
Chiropractic Visits – <i>Prior authorization required 30 visit maximum</i>	No charge	
Prosthetic Devices – <i>Unlimited coverage for specific items.</i>	No charge	50% copay
Durable Medical Equipment - <i>Unlimited coverage for specific items.</i>	No charge	
Orthotics – <i>covered up to \$1,500 per calendar yr- foot orthotics not covered</i>	50% copay	
Hearing Aids - <i>Children under age 12 – maximum of \$1,000 within 2 year period. Age 12 and over not covered.</i>	No charge	Deductible & Coinsurance
Infertility Services – <i>State Mandates, Subject to Age and cycle limits.</i>	No charge	Deductible & Coinsurance
Home Health Care – <i>80 visits per calendar year</i>	No charge	
Acupuncture – <i>unlimited</i>	\$10 per visit	

### MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	No charge	Deductible & Coinsurance
Outpatient/office visits – <i>Prior authorization after 12<sup>th</sup> visit.</i>	\$10 per visit	

### PREVENTATIVE SCHEDULES

<p><b>*Well Child Care (including immunizations)</b></p> <ul style="list-style-type: none"> <li>➤ 7 exams 0 to 12 months</li> <li>➤ 6 exams 13 to 60 months</li> <li>➤ 1 exam every year, ages 6 - 21</li> </ul>	<p><b>Adult Exams</b></p> <ul style="list-style-type: none"> <li>➤ 1 exam every 4 years, ages 22 – 29</li> <li>➤ 1 exam every 4 years, ages 30 – 39</li> <li>➤ 1 exam every 4 years, ages 40 – 49</li> <li>➤ 1 exam every 4 years, ages 50+</li> </ul>
<p><b>*Mammography</b></p> <ul style="list-style-type: none"> <li>➤ 1 baseline screening, ages 35-39</li> <li>➤ 1 screening per year, ages 40+</li> <li>➤ Additional exams when medically necessary</li> </ul>	Vision Exams: 1 exam every year (includes refraction)
	Hearing Exams: 1 exam every year
	OB/GYN Exams: 1 exam per calendar year

## Notes To Benefit Descriptions

- Unmarried Dependent Children covered to age 26.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to the lifetime maximum of \$1,000,000.

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

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

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

APPENDIX IV  
ANTHEM \$10 POE

Benefits at a Glance

The \$10 POE is a plan that features a primary care physician (PCP) who works with you to coordinate your health care. PCP referrals are not required to receive care from a specialist provider.

	In Network <i>You pay:</i>
Office Visit (OV) Copayment	\$10 per visit
Specialist Visit (SV) Copayment	\$10 per visit
Hospital (HSP) Copayment	No charge
Urgent Care (UR) Copayment - <i>CT Network Only</i>	\$25 per visit
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50 per visit
Outpatient Surgery (OS) Copayment – <i>Prior authorization required</i>	No charge
Lifetime Maximum	Unlimited

**PREVENTATIVE CARE**

*Well child care <i>Birth to 12 years</i> <i>All others</i>	No Charge
Periodic, routine health examinations	
Routine eye exams – <i>one exam per year as part of preventative visit</i> <i>\$10 co-pay outside of preventative visit</i>	
Routine OB/GYN visits – <i>one exam per year</i>	
*Mammography	
Hearing Screening - <i>\$10 co-pay outside of preventative visit</i>	

**MEDICAL CARE**

Office Visits	\$10 per visit
OB/GYN Care	\$10 per visit
Maternity Care – <i>initial visit subject to copayment, no charge thereafter</i>	\$10 per visit
Laboratory	No charge
X-ray and Diagnostic Testing	No charge
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	No charge
Allergy Services <i>Office visits/testing</i> <i>Injections – unlimited visits</i>	\$10 per visit No charge

**HOSPITAL CARE – Prior authorization Required**

Semi-private room	No charge
Maternity and newborn care	No charge
Skilled nursing facility – up to 90 days per calendar year	No charge
Rehabilitative services – up to 60 days per person per calendar year	No charge
Outpatient surgery – in a hospital or surgi-center	No charge

**EMERGENCY CARE**

Walk-in Centers	\$10 per visit
Urgent Care – CT Network Only	\$25 per visit
Emergency Care – copayment waived if admitted	\$50 per visit
Ambulance – air subject to maximum per trip	No charge

**OTHER HEALTH CARE**

Outpatient Rehabilitative Services – Prior authorization required 30 visit maximum for PT, OT, and ST per year.	\$10 per visit
Chiropratic Visits – Prior authorization required 30 visit maximum	No charge
Prosthetic Devices – Unlimited coverage for specific items.	No charge
Durable Medical Equipment - Unlimited coverage for specific items.	No charge
Orthotics – covered up to \$1,500 per calendar yr- foot orthotics not covered	50% copay
Hearing Aids - Children under age 12 – maximum of \$1,000 within 2 year period. Age 12 and over not covered.	No charge
Infertility Services – State Mandates, Subject to Age and cycle limits.	No charge
Home Health Care – 80 visits per calendar year	No charge
Acupuncture – unlimited	\$10 per visit

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

Inpatient	No charge
Outpatient/office visits – Prior authorization after 12 <sup>th</sup> visit.	\$10 per visit

**PREVENTATIVE SCHEDULES**

*Well Child Care (including immunizations) <ul style="list-style-type: none"> <li>➤ 7 exams 0 to 12 months</li> <li>➤ 6 exams 13 to 60 months</li> <li>➤ 1 exam every year, ages 6 - 21</li> </ul>	Adult Exams <ul style="list-style-type: none"> <li>➤ 1 exam every 4 years, ages 22 – 29</li> <li>➤ 1 exam every 4 years, ages 30 – 39</li> <li>➤ 1 exam every 4 years, ages 40 – 49</li> <li>➤ 1 exam every 4 years, ages 50+</li> </ul>
	*Mammography <ul style="list-style-type: none"> <li>➤ 1 baseline screening, ages 35-39</li> <li>➤ 1 screening per year, ages 40+</li> <li>➤ Additional exams when medically necessary</li> </ul>

## Notes To Benefit Descriptions

- Unmarried Dependent Children covered to age 26.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to the lifetime maximum of \$1,000,000.

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

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

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APPENDIX V  
PRESCRIPTION DRUG PLAN

<b>PRESCRIPTION DRUGS</b>		
Prescription Coverage Retail Pharmacy	<p>\$ 5 Generic Drug Co-payment, effective January 1, 2012 \$10 \$25 Preferred Brand Name Drug Co-payment \$40 Co-payment for all other drugs per prescription</p> <p>Mandatory Mail Order for maintenance medications after 2 retail</p> <p>Unlimited Maximum per Member, per Calendar Year</p>	Covered in Network Only
Mail Order Pharmacy	<p>\$10 Generic effective January 1, 2012 \$20, \$50 Preferred Brand Name \$80 all other drugs (up to a 90-Day Supply)</p>	Covered in Network Only