

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE MONROE BOARD OF EDUCATION



MONROE PUBLIC SCHOOLS
— MONROE, CONNECTICUT —

and

UPSEU – UNITED PUBLIC SERVICE EMPLOYEES UNION



MONROE BOARD OF EDUCATION SECRETARIES, UNIT 42

July 1, 2017 – June 30, 2020

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	1
ARTICLE II	MANAGEMENT RIGHTS.....	1
ARTICLE III	NEGOTIATIONS.....	2
ARTICLE IV	PROBATIONARY PERIOD.....	2
ARTICLE V	GRIEVANCE PROCEDURE.....	2
ARTICLE VI	INSURANCES.....	4
ARTICLE VII	ACCIDENT BENEFITS.....	8
ARTICLE VIII	HOLIDAYS.....	8
ARTICLE IX	SICK LEAVE AND PHYSICAL EXAMINATION...	9
ARTICLE X	PERSONAL LEAVE WITH PAY.....	10
ARTICLE XI	PERSONAL LEAVE WITHOUT PAY.....	12
ARTICLE XII	RETURN AFTER LEAVES OF ABSENCE.....	12
ARTICLE XIII	PENSION PLAN.....	13
ARTICLE XIV	VACANCIES.....	13
ARTICLE XV	PROMOTIONS.....	13
ARTICLE XVI	RESIGNATIONS.....	13
ARTICLE XVII	VACATIONS.....	14
ARTICLE XVIII	PROFESSIONAL DAY.....	15
ARTICLE XIX	SEPARATION AND LAYOFF PROCEDURE.....	15
ARTICLE XX	RETIREMENT PAYMENT.....	17
ARTICLE XXI	WORK WEEK AND COMPENSATION.....	17
ARTICLE XXII	OVERTIME COMPENSATION.....	19
ARTICLE XXIII	NO STRIKE, NO LOCKOUT.....	19
ARTICLE XXIV	SAVINGS CLAUSE.....	20
ARTICLE XXV	NON-DISCRIMINATION PROVISION.....	20
ARTICLE XXVI	UNION SECURITY.....	20
ARTICLE XXVII	MISCELLANEOUS.....	21
ARTICLE XXVIII	UNION BUSINESS.....	22
ARTICLE XXIX	DISCIPLINARY ACTION.....	22
APPENDIX A	INSURANCE SUMMARY PLAN DESCRIPTIONS.	24

**ARTICLES OF AGREEMENT
BETWEEN
MONROE BOARD OF EDUCATION
AND
UPSEU - UNITED PUBLIC SERVICE EMPLOYEES UNION
MONROE BOARD OF EDUCATION SECRETARIES, LOCAL 424, UNIT 42**

July 1, 2017- June 30, 2020

This Agreement as to hours, wages and working conditions is made and entered into this ____ day of _____, 2017, by and between the Monroe Board of Education (hereinafter referred to as the ("Board")) and United Public Service Employees Union, Local 424, Unit 42, Monroe Board of Education Secretaries (hereinafter referred to as the "Union") shall be binding upon both parties hereto for and during the term hereof or until terminated or amended as hereinafter provided.

Now, therefore, the parties agree as follows:

**ARTICLE I
RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time educational secretaries and office personnel employed twenty (20) hours or more per week by the Board as outlined in the hourly wage grid contained in this Agreement..

**ARTICLE II
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 operation, and the personnel by which said operations are to be conducted; and all other rights possessed by the Board prior to March 31, 1978, except as expressly limited or restricted by the specific terms of this Agreement.

ARTICLE III
NEGOTIATIONS

- A. Term- This Agreement shall be for the term commencing July 1, 2017, and ending June 30, 2020.
- B. Negotiation of a new contract shall be initiated not later than one hundred eighty (180) days prior to the expiration date. Both parties agree to negotiate in good faith.
- C. If this Agreement expires while negotiations for a new agreement are underway, the terms of this Agreement shall remain in full force and effect until such time as a new agreement is reached.

ARTICLE IV
PROBATIONARY PERIOD

New employees shall be considered probationary employees until they have been in the employ of the Board for ninety (90) calendar days with benefits to commence as soon as carrier will pick them up. There shall be no seniority among probationary employees, provided that, at the end of such probationary period, the employee shall acquire seniority from the most recent date of hire, Probationary employees may be discharged without benefit of the grievance procedure.

ARTICLE V
GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint by the Union or a member of the bargaining unit that a party to this Agreement has violated or misapplied a specific provision of this Agreement. The purpose of this procedure is to secure, at the lowest possible administrative level, acceptable 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 to 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.

Step 1

The grievant shall first attempt to settle the grievance verbally with his/her immediate supervisor, either directly or through the Union representative. If the immediate supervisor is not the building administrator and the grievance is not settled at the supervisory level, then the grievance shall be referred to the building administrator. Any grievance must be submitted in writing to the building administrator within twenty (20) working days of the actual event, which gave rise to the grievance. The building administrator shall respond verbally to the grievance within ten (10) working days after submission of the grievant's claim.

Step 2

If the grievant is not satisfied with the decision of the building administrator, the grievant shall, within ten (10) working days after the building administrator's decision, submit the grievance in writing to the superintendent, stating the specific article and section of the agreement alleged to have been violated and any pertinent facts related to the grievant's charge. The superintendent and/or designee shall meet with the grievant and shall, within (10) work days after the submission of the written grievance, render the decision, in writing, to the grievant with a copy to the Union.

Step 3

- a. If the grievance is not settled within ten (10) working days after submission to the Superintendent as set out in Step 2, the grievant may request a hearing and a review of said grievance by the Board or its designee(s). 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 ten (10) working days following receipt of the superintendent's written decision at Step 2.
- b. The Board and/or its designee(s) shall, within thirty (30) working days after receipt of the grievance meet with the grievant to attempt resolution of the grievance. The Board shall respond to the grievance in writing within ten (10) working days after meeting the grievant, with a copy to the Union.

Step 4

- a. If the grievant is not satisfied with the decision of the Board at Step 3, he/she may request in writing, to the Union president to proceed to arbitration. A grievance may be pursued to arbitration only if authorized by the Union. The Union must notify the Board, in writing, within five (5) days after receipt of the decision in Step 3, that they are submitting the grievance to arbitration.
- b. 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 or its designee(s) fails to give its answer within the prescribed time, the grievant may proceed to the next step unless time is extended by mutual consent in writing.
- c. The Board, or the Board's designee(s), and the Union, shall, within ten (10) working days after written notice of intent to proceed to arbitration, jointly select an impartial experienced arbitrator. The arbitrator shall be selected pursuant to the current rules of the American Arbitration Association.
- d. The arbitrator will hear evidence and consider documentation in accordance with the authority granted him in this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The sole power of the arbitrator shall be to determine whether the terms of this Agreement have been violated,

misinterpreted or misapplied, and the arbitrator shall have no power or authority to make any decision which alters or amends the terms of this Agreement or which is in violation of the terms of this Agreement. The arbitrator shall render his decision in writing with copies to all parties.

Miscellaneous

- a. If the Union files a grievance, or if the grievance affects a group or class of unit members of the Union, the Union may submit such grievance, in writing, to the Superintendent, and the processing of such grievance shall commence at Step 2.
- b. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- c. The number of days used in this Article shall be workdays exclusive of holidays.
- d. The Union shall have the right to participate in any and all steps of the grievance procedure, except that an individual employee at any time may present a grievance to his employer and have the grievance adjusted, without intervention of an employee organization, provided the adjustment shall not be inconsistent with the terms of a collective bargaining agreement. The employee organization certified or recognized, as the exclusive representative shall be given prompt notice of the adjustment.
- e. All expenses incident to the services of the arbitrator or to the arbitration shall be borne equally by both parties.

ARTICLE VI **INSURANCES**

HEALTH INSURANCE

A. Insurance Coverage

The Board shall provide group health insurance (see Plan Summary, attached as Appendix A for each employee and/or his/her dependents (i.e., "dependents" as defined in the summary plan description of each particular policy). For Health and Dental and Vision Insurance the employee co-pay is:

2017-2020 16%

In order to cover summer premiums, ten-month employees will contribute an annual co-pay maximum equal to full-time employees but paid over the course of twenty (20) pay periods.

In connection with the premium co-payment, the Board shall make an Internal Revenue Code Section 125 Plan available to all employees.

- B) The Board shall make an Internal Revenue Code Section 125/129 Plan available to all employees in connection with the premium co-payment, costs of additional medical care and dependent care.

The health insurance benefit offered to bargaining unit members shall be as follows:

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 for a two or more person family coverage.

- Deductible Reimbursement - HRAs –

For employees electing the HRA

arrangement, the Board shall reimburse employees up to 50% of the annual deductible through the HRA.

- 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.

- i. 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.
- ii. 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.
- iii. 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.

iv. 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 an account through an administrator for payment of medical and prescription deductible claims incurred through the Board's health plan on July 1st of each year of the contract.

v. 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 1st and January 1st of each contract year. The basic administrative expense to establish the health savings account shall be paid by the Board.

vi. 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.

C) **Life Insurance/Accidental Death and Dismemberment Insurance** - The Board shall provide each employee with the following term life insurance and accidental death and dismemberment (AD&D) benefits to each regular full-time secretary as follows:

- Term Life Insurance in the amount of \$50,000
- Term Accidental Death and Dismemberment insurance in the amount of \$50,000

D) **Long-Term Disability** - The Board shall provide to each regular full-time secretary a long term disability insurance program (including as a covered item disability resulting from maternity - related complications) which provides the following benefits:

- Long-term disability payments will be 60% of the employee's salary under the terms of the policy
- 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 payments continue to a maximum benefits period which is the greater of SSNRA or to age 65, whichever occurs sooner.

- E) **Dental** – The Board shall provide the Dental Plan, the schedule of benefit for which is set forth in summary below. The Board retains the right to change carriers provided the benefits and functions remain substantially equivalent.

Deductible rate - \$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, \$1,000 life time maximum per member for orthodontic treatment. Reimbursement for charges will be calculated on a reasonable and customary basis.

The Dental Plan shall have the same employee premium share co-pays as those described for the health insurance benefits

- F) **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.

- 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
- The Vision Plan shall have the same employee premium share co-pay as that described previously for health and dental

- G) **Selection of insurance Carrier** - The Board shall have the right to change and/or select insurance carriers other than those referred to herein or to self-insure in whole or in part so long as the benefits available remain unchanged and the quality and efficiency of service will not be diminished. A grievance based on an alleged violation of this Article shall be introduced at the Board level (Level Three).

- H) **Terms and Conditions of Payment** - The terms and conditions of the payment of all benefits payable under any policy shall be determined by the insuring company in accordance with the condition specified in the policy.

- I. **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.
- J. The parties have executed a MOU re: Post-Retirement Insurance, dated: August 2, 2017, that further explains the practice referred to in paragraph I.

ARTICLE VII 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 VIII HOLIDAYS

The Board recognizes the following holidays:

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- ½ day - Day before Thanksgiving
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day (only if schools are closed as a holiday)
- Christmas Day
- Day after Christmas
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Floating Holidays (3)

If President's Day is removed from the school calendar as a holiday, this day will be a work day.

Full-time employees shall be paid seven (7) hours pay at the regular straight-time rate for each of the holidays listed above, provided the employee works the last scheduled work day before the holiday and the first scheduled work day immediately following the

holiday excluding Thanksgiving holidays, December holidays and Independence Day, or when excused by the Superintendent for a legitimate reason.

All holidays listed in this Article will be provided to part- time employees on a pro rata basis.

Any holiday falling on Sunday will be observed the following Monday. Any, holiday falling on Saturday will be observed on the preceding Friday or, following Monday at the discretion of the Superintendent.

If school is in session on the holiday, or if there is a failure to observe said holiday, the employee shall be granted a floating holiday, except for Christmas Eve Day. Personal leave can be used in connection with a floating holiday and it is understood that use of a floating holiday is subject to the approval of the Building Principal.

Also included will be any additional legal or religious holidays established by the Board in a given school year. Such holidays, (i.e., Yom Kippur) that may be included on a school calendar for one school year may not be included in another school year calendar. The Union agrees that, if said holidays are not included in the school calendar in a school year, they shall not be considered as paid legal or religious holidays.

ARTICLE IX **SICK LEAVE AND PHYSICAL EXAMINATION**

- A. Fifteen (15) days per year shall be granted to all full-time employees, cumulative to one hundred eighty (180) days. Part-time employees shall receive payment in accordance with a normal workday. Ten-month employees shall receive 10/12 of the full-time benefits. Upon retirement of any employee with at least twenty (20) years of service in the Monroe Public School System, unused sick leave shall be reimbursed based on per diem by the Board in a single lump sum payment as follows: Accumulated sick leave in excess of one hundred (100) days with payment not to exceed fifty five (55) days. This payment shall be made in the 2nd year of retirement. This benefit shall not apply to any secretary hired on or after July 1, 2012.
- B. The employee's head building administrator and/or superintendent may require an employee to present sufficient proof, including a doctor's certificate, before returning to work after five (5) consecutive days absence, in which event the employee will be obligated to present such evidence and/or certificate.
- C. When an employee takes a sick day, this fact shall be reported to the Board's designee at least one hour before his/her starting time, if possible.
- D. (1) Sick leave shall be granted due to temporary disabilities* caused by or contributed to by pregnancy.

- (2) Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
 - (3) Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignations.
 - (4) Pregnancy leave with pay shall be allowed all full-time employees, based on available sick time, not to exceed six (6) weeks following childbirth.
- For purposes of these standards, the term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section G of P.A.73-647 of the Connecticut General Statutes.

ARTICLE X

PERSONAL LEAVE WITH PAY

Personal Days - Three personal days will be granted annually for the conduct of personal affairs, which cannot normally be handled outside of school hours may be granted to each employee. Employees who have completed sixteen (16) years of service will be granted one additional personal day. 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, no less than forty-eight (48) hours, when practicable, when they wish to take a personal leave day. Requests for personal days are subject to approval by the Board's designee, provided, however, that any timely request shall not be unreasonably denied. Ten month employees shall receive two (2) personal days. One personal day may be carried over to the following year.

Family Critical Illness - A maximum of five (5) days per immediate family member, as defined below, shall be granted per year for critical illness. Critical family illness is defined as a "serious illness" as contained in the Family and Medical Leave Act of 1993.

Death in the Family - In the event of a death in the family of an employee, the employee shall be granted five days off with pay. For purpose of this Agreement, family shall include parents, spouse, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. One day will be granted with pay to attend the funeral of a sister-in-law, brother-in-law, aunt or uncle. Additional funeral leave may be granted for special circumstances subject to the approval of the superintendent.

Religious Holidays - A maximum of three (3) days in any year shall be granted for the observance of religious holidays.

Part-time Employees - All leaves provided in Article X will be provided to part-time employees on a pro rata basis.

School Cancellations -- When school is delayed due to inclement weather all members of the Union shall report to work within the time specified in the below chart:

Delay	90 Minutes	2 Hours	2½ Hours
Arrive	1 hour	90 minutes	2 Hours
	(after normal start time)	(after normal start time)	(after normal start time)

If the employee cannot get access to his/her building, then the employee will report to Central Office. Employees shall have the right to use compensatory time due them, personal days or vacation days if they are unable to report for work due to snow conditions.

School Cancellations – Whenever school is cancelled, 10-month secretaries are not required to report to work; however, the cancelled work day shall be made up at the end of the academic school year but prior to July 1. Whenever school is cancelled, 12-month secretaries shall be notified as to when to report to work.

Release Time - On days when school is dismissed early because of adverse conditions or other reason(s), all members of the Union will also be allowed an early dismissal thirty (30) minutes after the buses have departed. In addition, all members of the Union located at Central Office will be allowed an early dismissal thirty (30) minutes after the last bus has departed from the schools on Tier 3.

It has been agreed that secretarial summer work hours from the close of school until two (2) weeks prior to the opening of school will be flexible in nature, in that, they may start or end with a 1 hour variance from the standard work day. It is further understood, that a working lunch, at the discretion of the secretary, may be used during those summer work hours.

Summer Work for 10 Month Employees: Available summer work offered to ten (10) month employees will continue to be distributed in the manner it has been distributed. Each Building Principal will establish by April 1st the days that will be available for summer work.

All ten month employees will work 199 days per contract year. The ten month employees will work the teacher calendar (187 days) plus 6 days before the teachers' first day and 6 days after the teachers' last day. Any days beyond the 199 will be voluntary, agreed upon with the building administration, and paid at the hourly rate of pay for all hours worked. The 199 day work year does not include paid holidays.

Vacation days, floating days, or personal days cannot be used when the employee is not scheduled to work.

Seniority - During all authorized leaves of absence, the employee shall continue to accrue seniority, except that an employee on a leave of absence without pay shall not accrue seniority during such leave, but shall at the time of his/her return to work be credited with the seniority he/she had at the time he/she began the leave of absence without pay.

ARTICLE XI **PERSONAL LEAVE WITHOUT PAY**

Leaves without pay may be granted upon approval of the Board for the following reasons:

- A. For the purpose of further study.
- B. Child-rearing leave.
- C. Health reasons beyond accumulated sick leave upon advice of a physician.
- D. For other reason of good cause acceptable to the Board.

In the event the reason for any leave ceases, the Board may immediately terminate such leave.

ARTICLE XII **RETURN AFTER LEAVES OF ABSENCE**

Employees who have been granted leaves of absence of three months or more shall notify the Superintendent of Schools, in writing at least two (2) months prior to the end of such leave of their intention of resuming work. If the leave is less than three (3) months in duration, the employee will notify the superintendent as soon as possible of his/her intention to return to work.

If the Board grants the leave, the Board will notify the employee whether he/she will be guaranteed his/her position upon expiration of the leave. In the event the Board does not guarantee the position and the employee still wishes to take the leave, his/her reinstatement rights upon expiration of this leave will be in accordance with the next paragraph.

All employees returning from leaves of absence under this provision shall be restored to the same or comparable position that they held at the time their leave was granted, if the same or comparable position is available. In the event no suitable vacancies exist at the termination of said leave, the Board will give first consideration for a period of six (6) months following the termination of said leave to said employee for any opening which arises during such six (6) month period.

ARTICLE XIII
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 XIV
VACANCIES

Vacancies will be announced by (1) posting the position in each school building and (2) by sending notices to all unit members as they occur. Staff members will have five (5) working days from the date of the announcement to apply for the vacant position in writing to H.R. Current employees shall be given the first preference to apply for the position before it is offered publicly.

Postings will indicate the Date of Posting, Job Title, Location, Salary or Rate-of Pay, Grade, Hours, and Closing Date for the posting. Additionally, each posting will include a Job Description.

Staff members who apply for the position will be considered based upon length of service to the Monroe Public Schools, a review of past performance evaluations, special skills and training, and the ability to meet the requirements of the job. These criteria are not listed in any special order. If the Board requires all new hires or candidates for transfer to complete a screening, the results of this screening will be considered by the building principal.

Notification of employment to the vacancy shall be given to the unit in the form of a written notice to the unit president and the successful applicant within five working days. The notice will include the name of the appointee, title and salary or rate-of-pay. A job shall not be filled until such position has been vacated; nevertheless, the Board shall have the right to employ a replacement for said employee for training purposes prior to the job being vacated.

ARTICLE XV
PROMOTIONS

If an employee is promoted within the bargaining unit, the employee will move laterally to the appropriate grade on the grid.

ARTICLE XVI
RESIGNATIONS

A written notice of resignation should be filed with the superintendent at least two (2) weeks in advance of separation or except as mutually agreed upon with the administration. This notice may include a statement of the reasons for this action. Any employee who resigns in good standing shall be entitled to pay, up to and including the

last day of work on a prorated basis, together with that portion of unused vacation time based upon the ratio of the months worked to a full twelve (12) month fiscal year.

ARTICLE XVII
VACATIONS

Regular full-time employees will receive the following annual paid vacation calculated as of June 30 of each year and based on service as an educational secretary for the Monroe Public Schools.

<u>First Year</u>	Hired prior to January 1	2 weeks
	Hired after January 1	1 vacation day per month worked up to June 30
	2 years Completed	2 weeks, 1 day
	3 years Completed	2 weeks, 2 days
	4 years Completed	2 weeks, 3 days
	5 years Completed	3 weeks
	6 years Completed	3 weeks, 1 day
	7 years Completed	3 weeks, 2 days
	8 years Completed	3 weeks, 3 days
	9 years Completed	3 weeks, 4 days
	10 years Completed	4 weeks
	11 years Completed	4 weeks, 1 day
	12 years Completed	4 weeks, 2 days
	13 years Completed	4 weeks, 3 days
	14 years Completed	4 weeks, 4 days
	15 years Completed	5 weeks

Part time employees shall receive payment in accordance with their normal work week with the maximum being three weeks.

Ten-month employees hired before July 1, 2002 shall receive 10/12ths of the vacation time allocated a full-year employee. Those hired after June 30, 2002 shall receive no vacation time. A full-time, ten-month unit member transferring to a full-time, twelve-month position will receive partial credit (1 year for each 2 years worked as a ten-month member), toward vacation time for time worked as a full-time, ten-month secretary.

Employees shall have the right to take vacation leave, to be taken during the fiscal year with the approval of the superintendent, by separating the time due them under the terms of this Article into individual weeks or fractions thereof.

Any employee who becomes ill during the course of his/her vacation shall be given the opportunity to change his/her vacation to sick leave if he/she desires with the condition that he/she file with the Superintendent a physician's certificate confirming a serious illness, which shall be subject to the Superintendent's approval. In the event of a death in the family, the employee, if on vacation, shall have the right to change vacation to funeral leave.

For all vacation time unused at the time of his/her retirement or layoff or resignation, an employee shall receive one week's pay for each week of such unused time, and one day's pay for each unused day.

In the event of any employee's death, the surviving spouse, or in the absence of a surviving spouse, the beneficiary or estate shall be paid for all unused vacation time.

If any one of the approved holidays occurs during the vacation leave of any employee, the employee shall be given a day off in lieu of the holiday, to be taken at a later date to be agreed upon by the employee and the immediate supervisor.

Accrued vacation may not be taken until after July 1. Each member of the Union shall be allowed to carry over a maximum of one week (5 days) to the next fiscal year with the written approval of the superintendent.

Any employee who has earned four weeks or more shall have the option of buying up to one week of their vacation with the approval of the Superintendent.

ARTICLE XVIII **PROFESSIONAL DAY**

In addition to all other leaves, vacations and holidays, all full-time employees may apply for two (2) non-cumulative professional days annually to attend professional meetings and conferences which will foster the employee's professional growth. Part-time employees shall be entitled to the professional day on a pro rata basis.

Use of the professional day shall be subject to the approval of the building principal.

If approved by the Superintendent, the Board will provide funding for secretaries to attend a CAES conference each year.

ARTICLE XIX **SEPARATION AND LAYOFF PROCEDURE**

In the event that the Board of Education, in its sole discretion and judgment, deems it necessary to eliminate one or more positions in the jobs covered by this contract, the superintendent, after consultation with administrators, will recommend the specific positions to be eliminated and personnel to be laid off; and, upon concurrence by the Board, the superintendent shall notify each individual to be laid off, in writing, at least two weeks prior to implementation of layoff.

The following criteria for personnel layoff shall be observed:

- A. When a job position is eliminated, the employee affected shall be laid off in the reverse order of seniority, with the least senior employee being the first to be laid off. If the employee does not have the qualifications and seniority to accept reassignment in a job of a similar or lower labor grade, the employee shall be laid off. In the event of layoff, all temporary and part-time employees shall be laid off prior to any full-time employees; then the full-time employee with the least seniority shall be laid off first, and employees thereafter shall be laid off in order of seniority.
- B. Any employee to be laid off, who is qualified to perform another existing position within the bargaining unit which is then filled by a less senior employee, shall be transferred to such other position, thus replacing the less senior employee. Qualification will be determined by the Board or its designee(s). Employees shall have the option to accept layoff rather than reassignment to a lower labor grade among the jobs which she/he is qualified. An employee who is transferred to a lower labor grade shall be paid at the lower labor grade rate retaining the same step of the position eliminated. Such an employee will serve a sixty (60) day probationary period to successfully perform the duties of the new position. If the employee is unable to perform the work satisfactorily; the employee may be laid off at the discretion of the Board, if there is no other opening for which he/she is qualified and has sufficient seniority.
- C. Any employee laid off pursuant to this Article shall have his/her name placed on a reappointment list for a period of twenty four (24) months from the date of layoff, and shall be subject to recall in reverse order of layoff. Recalled employees shall retain prior service seniority if recalled with the twenty four (24) month period. Notice of recall shall be given in writing to the laid-off employee at her/his address as indicated in the Board of Education employment files. It is the responsibility of the laid-off employee to inform the Board of any change in address. Such recalled employee shall, within ten (10) days from the date of mailing of notice of recall, reply to the notice by filing a written response for the available job offered. If no reply is received, the Board shall remove the name of said employee from the reappointment list and proceed to the next name on the list. Failure to respond within said ten (10) day period shall terminate all seniority rights as well as removal from the reappointment list.
- D. For purposes of application of this Article, the Board may designate a representative to act on its behalf.
- E. Seniority shall not be lost for a refusal to return to a temporary position. The employer must inform the employee being recalled of the term of employment of the position the employee is being recalled to.
- F. No new employees will be hired by the Board until all laid-off employees with recall rights have been given an opportunity to return to work.

- G. In the application of the layoff and/or recall procedures outlined herein, it is agreed, in special cases, an employee may be retained and/or recalled out of seniority order on the basis of special skill or training, provided employees with greater seniority who are being laid-off and/or by-passed in recall, do not have sufficient ability to perform the remaining work within a reasonable amount of time, not to exceed ninety (90) days.
- H. In relation to the above paragraph where, in the opinion of the superintendent, such special cases apply, the Union shall be informed prior to any application, and it is agreed by the parties hereto, before any such layoffs and/or recalls are carried out, to resolve any differences of opinion as to application in any specific case through the procedures contained herein.

ARTICLE XX
RETIREMENT PAYMENT

When a member of the Union retires from the Board, a retirement payment shall be made as follows:

July 1, 2017 - June 30, 2020
Years of Service in Monroe

	<u>15-19 Years</u>	<u>20 Years or more</u>
Year 1	\$5,000	\$10,000
Year 2	\$2,500	\$2,500

Calculation of years of service will be from date of hire as a secretary.
Any member planning to retire must inform the Board, in writing, by January 1.

This retirement payment shall not apply to any secretary hired on or after July 1, 2012.

ARTICLE XXI
WORK WEEK AND COMPENSATION

Work Week - The normal full-time position shall be considered as a seven (7) hour day, thirty five (35) hour week. Such time shall be exclusive of a half-hour, duty-free unpaid lunch.

Compensation - The wage schedule for all Union positions reflects an hourly rate of pay. Part-time and ten-month positions will be paid based on the number of hours worked.

Any new employee shall remain at their starting rate for one (1) calendar year from the date of hire, at which time the employee will begin to receive a prorated annual increase.

A. STARTING SALARY

SALARY GRIDS

2017-18

2018-19

2019-20

Members will be placed on the appropriate Grade and Step of the agreed to hourly wage grid so as to receive an increase in pay equal to the following amounts:

Effective July 1, 2017 – 2.45% general wage increase and step movement

Effective July 1, 2018 – 2.45% general wage increase and step movement

Effective July 1, 2019 – 2.50% general wage increase and step movement

Unless otherwise noted above, members will advance one step on July 1. Employees at the top step or paid as "Off-Grid 1" and "Off-Grid 2" shall remain at those steps.

The general wage increase each year applies to all employees whether on the step schedule or paid as an "Off-Grid 1" or an "Off-Grid 2".

In the first year of the Agreement, prior to creating the hourly wage grid, Step 1 shall be eliminated and the Steps renumbered.

In the second year of the Agreement, prior to creating the hourly wage grid, Step 1 shall be eliminated and the Steps renumbered.

In the third year of the Agreement, prior to creating the hourly wage grid, Step one shall be eliminated and the Steps renumbered.

GRADE 1	NEW STEP/LEVEL	2017 - 2018 2.45%	NEW STEP/LEVEL	2018 - 2019 2.45%	NEW STEP/LEVEL	2019 - 2020 2.50% **
	1	21.89				
	2	22.32	1	22.87		
	3	22.77	2	23.33	1	23.91
	Off Step*	27.23	Off Step*	27.90	Off Step*	28.60
GRADE 2						
	1	24.10				
	2	24.59	1	25.19		
	3	25.07	2	25.68	1	26.32
	Off Step*	25.86	Off Step*	26.49	Off Step*	27.16
GRADE 3						
	1	26.59				
	2	27.10	1	27.76		
	3	27.64	2	28.32	1	29.03
	Off Step*	28.48	Off Step*	29.18	Off Step*	29.91
	Off Step*	33.33	Off Step*	34.15	Off Step*	35.00

** New hires start at 92.50% of salary for probationary period (90 days)

- B. **LONGEVITY** – In addition to the wages, each employee covered by this Agreement shall receive a lump sum longevity payment on their anniversary date in accordance with the following schedule:

Completion of 10-14 years of service

\$725

Completion of 15 or more years of service

\$1,025

Employees hired on or after July 1, 1996 will not be eligible for longevity payments under this article.

ARTICLE XXII **OVERTIME COMPENSATION**

Authorized work between thirty-five (35) and forty (40) hours per week by full-time employees, or by part-time employees in excess of their regular work day, shall be compensated as follows: For full time employees at their regular straight time pay for each such hour of work between thirty-five (35) and forty (40) hours per week; For part-time employees at their regular straight time pay for each such hour of work up to forty (40) hours per week. .

A unit member who works in excess of forty (40) hours in a work week shall be paid at the rate of one and one-half times the straight time regular rate for each hour of authorized overtime by which his/her work week exceeds forty (40) hours. Each instance of overtime work over forty (40) hours must be specifically authorized by the superintendent or his/her designee.

ARTICLE XXIII **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, 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 this provision and to recover such damages from the Union and any employee as the Board may suffer by reason of

breach of this Article. Discipline or discharge for violation of this Article shall not be subject to the grievance procedure.

ARTICLE XIV
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 this 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 negotiating a substitute for the portion(s) ruled to be invalid.

ARTICLE XXV
NON-DISCRIMINATION PROVISION

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

ARTICLE XXVI
UNION SECURITY

- A. The Board agrees to provide each present member of the bargaining unit with a copy of the collective bargaining agreement, and to provide each new employee with a copy of it as they are hired.
- B. The Board shall make available to the Union each year on July 15 a full list of employees in jobs in the bargaining unit showing their date of hire, job classification and annual pay rate. Within fourteen (14) days after a new employee has been placed on the payroll, the Board shall apprise the Union, in writing, of the name, date of hire, job classification and annual pay rate of such new employee.
- C. All employees, who are not Union members, must pay to the Union an agency fee that provides for the cost of collective bargaining, contract administration and grievance adjustments. The Union shall notify the Board of the amount of the service fee described above on or before June 1 of each year.
- D. The Union agrees to indemnify and hold the Board, its members, employees and agents harmless against any claim, demand, lawsuit and/or liability, including reasonable attorneys' fees, arising out of the Board's compliance with the provisions of the Article.

ARTICLE XXVII
MISCELLANEOUS

- A. Use of Personal Automobile. Employees who are authorized to use their own cars in the performance of Board business shall be reimbursed at the current level as deemed by Internal Revenue Service per mile for such travel. It is agreed that if the mileage rate is increased in any other part of the school system, such increase will accordingly be changed in this Agreement.

- B. Health and Safety Committee. A joint committee of the superintendent and an administrator, and two (2) union officials shall continue for the purpose of discussing and resolving health and safety problems as they may arise. The committee shall meet at the request of either party. Each party shall inform the other party of the names of persons appointed to the committee and shall thereafter inform the other party of any new appointments to the committee.

- C. 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.

- D. Computerization. The Board shall conduct, when the need arises, workshops to instruct and orient employees in the use of computers.

- E. Substitutes. The Board shall make every reasonable effort to employ substitutes for regular employees who are absent from work.

- F. Direct Deposit. 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. The Board will have no liability or cost for any malfunction of the process. All employees' payroll checks will be directly deposited to an area bank, consistent with the procedure set forth above. Each secretary 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.

- G. Definition of Employees In Bargaining Unit: The bargaining unit consists of full-time thirty-five (35) hour per week employees who work twelve (12) months of the year, full-time thirty-five (35) hour per week employees who work ten (10) months of the year and part time employees work less than thirty-five (35) hours per week.

ARTICLE XXVIII
UNION BUSINESS

- A. Union Business Posting. The Union shall have the right to post notices pertaining to Union business on a bulletin board or other location as designated by the administration. Such locations shall be similar to locations used for posting of any other such notices for other employees within the school.

- B. Union business of an urgent nature may be conducted by Union officials during the course of the working day only with the approval of the superintendent or his/her designee.

- C. It is also agreed that if grievance sessions take place during work hours, the Union's Negotiating Committee, which also serves as its Grievance Committee shall suffer no loss of pay, it being understood by the parties that a maximum of four committee members, with no more than two committee members from any school, shall suffer no loss in pay at such sessions.

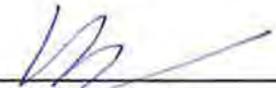
ARTICLE XXIX
DISCIPLINARY ACTION

All disciplinary action, suspensions and discharges shall be for good and sufficient cause. Should there be any dispute between the Board and the Union concerning the existence of good and sufficient cause for such disciplinary actions, suspensions or discharges, the dispute shall be subject to the grievance procedure in accordance with the terms of this Agreement.

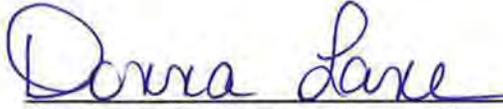
IN WITNESS THEREOF, the parties hereto set their hands and seals on this 2nd
day of August, 2017.

UNITED PUBLIC SERVICE
EMPLOYEES UNION, MONROE
SECRETARIES UNIT, LOCAL 424, UNIT 42

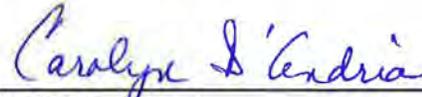
MONROE BOARD OF EDUCATION



UPSEU President

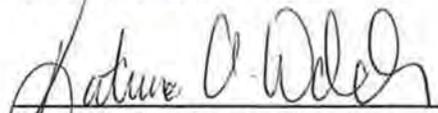


Chairperson, Board of Education

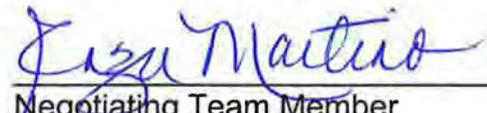


Unit President

Board of Education Member



Negotiating Team Member



Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

APPENDIX A
INSURANCE SUMMARY PLAN DESCRIPTIONS

(See next page)

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 you 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
<ul style="list-style-type: none"> • 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. 		
<p>Note: Services where plan deductible applies are noted with a caret (^)</p>		

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Plan Highlights		In-Network	Out-of-Network
Calendar Year Out-of-Pocket Maximum		Individual: \$4,000 Family: \$6,850	Individual: \$4,000 Family: \$8,000
<ul style="list-style-type: none"> The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums. Plan deductible contributes towards your out-of-pocket maximum. All copays and benefit deductibles contribute towards your out-of-pocket maximum. Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum. All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%. This plan includes a combined Medical/Pharmacy out-of-pocket maximum. Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy out-of-pocket. 			
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	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%	
NOTE: Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)			
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%	
Allergy Treatment/Injections Performed in Specialist Office	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%	
Allergy Serum - PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%	
Allergy Serum - Specialist • Dispensed by the physician in the office	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%	
Cigna Telehealth Connection services • Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)	After the plan deductible is met, your plan pays 100%	Not Covered	
Preventive Care			

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Benefit	In-Network	Out-of-Network
Preventive Care <ul style="list-style-type: none"> Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit. 	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%
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 <ul style="list-style-type: none"> Coverage includes the associated Preventive Outpatient Professional Services. Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service. 	Plan pays 100%	Plan pays based on place of service.
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 / Out-of-Network: Limited to semi-private rate Private Room: In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)): In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
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 <ul style="list-style-type: none"> 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		
Outpatient Facility Services	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Outpatient Professional Services <ul style="list-style-type: none"> 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%
Short-Term Rehabilitation - PCP	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Benefit	In-Network	Out-of-Network
Short-Term Rehabilitation – Specialist Contract Year Maximums: <ul style="list-style-type: none"> • Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy and Occupational Therapy – 45 days • Speech Therapy- Unlimited days • Chiropractic Care -45 days Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum. Speech, Physical and Occupational Therapy for Autism Spectrum Disorder is Unlimited	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Other Health Care Facilities/Services		
Home Health Care (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> • 100 days maximum per Calendar Year • 16 hour maximum per day 	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • 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) <ul style="list-style-type: none"> • 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%
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 <ul style="list-style-type: none"> • 20 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%

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Benefit	In-Network	Out-of-Network
Medical Specialty Drugs		
Inpatient <ul style="list-style-type: none"> This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges. 	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Outpatient Facility Services <ul style="list-style-type: none"> This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges. 	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Physician's Office <ul style="list-style-type: none"> This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges. 	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%
Home <ul style="list-style-type: none"> This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges. 	After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 70%

Place of Service - your plan pays based on where you receive services

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

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	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% ^

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Place of Service - your plan pays based on where you receive services

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

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Advanced Radiology Imaging	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	Covered same as plan's Outpatient Facility Services	Covered same as plan's Outpatient Facility Services

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc.

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^	
Urgent Care	Plan pays 100% ^		Plan pays 100% ^		Not Applicable*	

*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospice	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^
Bereavement Counseling	Plan pays 100% ^	Plan pays 70% ^	Plan pays 100% ^	Plan pays 70% ^

Note: Services provided as part of Hospice Care Program

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

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OBGYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Maternity	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 Physician's Office Services	Covered same as plan's Physician's Office Services	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

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

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	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 100% ^	Plan pays 70% ^
Includes surgical services, such as vasectomy (excludes reversals)										
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% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
Infertility	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% ^
Infertility covered services: lab and radiology test, counseling, surgical treatment, includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
TMJ, Surgical and Non-Surgical	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% ^
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										
Note: Services where plan deductible applies are noted with a caret (^)										

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	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
<ul style="list-style-type: none"> Travel Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant 						
Note: Services where plan deductible applies are noted with a caret (^)						
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Mental Health	No charge ^	Plan pays 70% ^	No charge ^	Plan pays 70% ^	No charge ^	Plan pays 70% ^
Substance Use Disorder	No charge ^	Plan pays 70% ^	No charge ^	Plan pays 70% ^	No charge ^	Plan pays 70% ^
Note: Services where plan deductible applies are noted with a caret (^)						
Notes: Detox is covered under medical						
<ul style="list-style-type: none"> Unlimited maximum per Calendar Year Services are paid at 100% after you reach your out-of-pocket maximum Inpatient includes Residential Treatment Outpatient includes Individual, Intensive Outpatient, Behavioral Telehealth Consultation, and Group Therapy; also Partial Hospitalization 						
Mental Health and Substance Use Disorder Services						
Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs						
Cigna Total Behavioral Health - Inpatient and Outpatient Management						
<ul style="list-style-type: none"> Inpatient utilization review and case management Outpatient utilization review and case management Partial Hospitalization Intensive outpatient programs Changing Lives by Integrating Mind and Body Program Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management. Narcotic Therapy Management Complex Psychiatric Case Management 						

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Pharmacy	In-Network	Out-of-Network
<p>Cigna Pharmacy three-tier copay plan</p> <ul style="list-style-type: none"> 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 	<p>Retail - 30 day supply Generic: You pay \$5 Preferred Brand: You pay \$20 Non-Preferred Brand: You pay \$35</p> <p>Home delivery - 90 day supply Generic: You pay \$5 Preferred Brand: You pay \$20 Non-Preferred Brand: You pay \$35</p>	<p>Retail You pay 30% Your plan pays 70%</p> <p>Home Delivery Not Covered</p>
<p>Pharmacy Program Information</p>		
<p>Pharmacy Clinical Management and Prior Authorization</p> <ul style="list-style-type: none"> Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements. Plan exclusion edits are always included. Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications. 		
<p>Prescription Drug List:</p> <ul style="list-style-type: none"> Your Cigna Legacy Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com. 		
<p>Specialty Pharmacy Management:</p> <ul style="list-style-type: none"> Clinical Programs <ul style="list-style-type: none"> Prior authorization is required on specialty medications but quantity limits may apply. Theracare® Program Medication Access Option <ul style="list-style-type: none"> Retail and/or Home Delivery 		
<p>Additional Information</p>		
<p>Case Management Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.</p>		

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

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 or supply, or the amount charged for that 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.

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

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
- Asthma
- 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.

7/1/2017

ASO

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

Exclusions

- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot 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(s) 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;
 - 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
 - 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 surgical 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

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

Exclusions

- dysfunction (including penile implants), anorgasmia, 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.
- Non-medical 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 corns 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-implantation genetic screening. General population-based genetic screening 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.

7/1/2017

ASO

Choice Fund Health Reimbursement Account (HRA) Open Access Plus – Proclaim BE – Secretaries Alternate Plan “S” – 6464346. Version #9

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.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

EHB State: CT

7/1/2017

ASO

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

**MEMORANDUM OF UNDERSTANDING
RE: POST-RETIREMENT INSURANCE
BETWEEN
MONROE BOARD OF EDUCATION
AND
MONROE BOARD OF EDUCATION SECRETARIES, UNIT 42**

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

Donna Lane
Monroe Board of Education

Date: 7/17/17


UPSEU

Date: 8-2-17

RETENTION OF MEDICAL COVERAGE AFTER RETIREMENT

Coverage Available

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

Only 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 1, 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.

RULE OF 75

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 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 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.