

AGREEMENT

BETWEEN

NEWTOWN BOARD OF EDUCATION

AND

NEWTOWN PUBLIC SCHOOL NURSES

LOCAL 1303 of COUNCIL 4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

JULY 1, 2017 - JUNE 30, 2021

TABLE OF CONTENTS

Article 1	Recognition	1
Article 2	Board Rights	1
Article 3	Saving Clause.....	1
Article 4	Work Year.....	1
Article 5	Work Day.....	1
Article 6	Sick Leave & Other Disability Leaves	2
Article 7	Personal Days.....	2
Article 8	Health Insurance	3
Article 9	Life Insurance	5
Article 10	Malpractice Insurance	5
Article 11	Employment of Nurses	5
Article 12	Seniority.....	6
Article 13	Case Load.....	6
Article 14	Clerical Help	6
Article 15	Travel	6
Article 16	Maternity Leave.....	6 7
Article 17	Jury Duty.....	7
Article 18	Workshops	7
Article 19	Grievance Procedure.....	7
Article 20	Discipline	7 9
Article 21	Non-Discrimination	9
Article 22	Payroll Deductions.....	10
Article 23	Labor-Management.....	11 10
Article 24	Salary Schedules	11
Article 25	Pension.....	12
Article 26	Duration	12
APPENDIX A	14
APPENDIX B	16

AGREEMENT

This agreement is made and entered into between the NEWTOWN BOARD OF EDUCATION (hereinafter referred to as the "Board") and UNION LOCAL 1303 OF COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (hereinafter referred to as the "Union").

Article 1 Recognition

1.1 The Board recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions or employment for all school nurses employed by the Board excluding nurse substitutes, the school health nurse supervisor, temporary nurses (defined as working 65 days or less), and all other employees of the Board not specifically included in the unit.

Article 2 Board Rights

2.1 The Board shall continue to retain its rights, powers and authorities so vested by law, unless specifically limited by the express provisions of this agreement.

Article 3 Saving Clause

3.1 If any provision of this agreement is, or shall at any time be, found contrary to law, then that provision shall not be applicable except to the extent permitted by law and the Board and the Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period all other provisions shall continue in effect.

Article 4 Work Year

4.1 The work year shall be in accordance with the calendar year established for the Newtown School System by the Board with the provision that "office work days" may be used instead of "in-service days" whenever applicable upon written request to, and approval by, the superintendent. The Board agrees to compensate nurses for each workday in excess of 186 in the employment year by prorating the applicable step on the salary schedule.

Article 5 Work Day

5.1 The workday shall be seven hours for full-time nurses. Part-time positions shall be as established by the Board. Subject to the approval of the superintendent and the principal, and amendment by the Board, the nursing supervisor will establish the work schedule for the nurse in each building.

5.2 The Board will use its best reasonable efforts to provide each full-time nurse with a lunch

break of twenty (20) minutes per day, with the understanding that emergencies or educational/operational concerns may sometimes prevent such breaks. Nurses will remain in the building and be accessible during such breaks, in order to address emergencies or other pressing concerns.

Article 6 Sick Leave & Other Disability Leaves

6.1 Sick leave shall accrue for all salaried nurses at the rate of 15 days per year accumulated at the rate of one-and-one-half days per month from September 1 through June 30 each year of this agreement for all salaried nurses until a total of 150 days is reached. Any nurse who is regularly scheduled to work fewer than twenty (20) hours per week shall be credited with sick leave on a pro-rated basis, based on the length of the part-time nurse's regular work day.

6.2 Nurses shall be paid full salary (less amount of any worker's compensation payment) for absence from school for personal injury caused by an accident arising out of, or in the course of, employment for a period up to 150 days from the date of the injury, if medically warranted, without loss of, or charges against, her/his annual or accumulated sick leave. This provision shall also apply for any absence caused as a result of exposure to specified communicable diseases. In such case, the 150-day limit shall not apply. Diseases specified are HIV infection, AIDS, mononucleosis, hepatitis, meningitis, legionnaire's disease, pneumonia, tuberculosis, and shingles.

6.3 Upon approval by the Board, leave of absence without pay shall be granted to a nurse for disability due to medical or other extenuating circumstance for the period of one calendar year.

6.4 All insurance benefits to which the nurse is entitled shall remain in effect during any portion of a leave of absence in which the nurse receives sick leave benefits. The right to prepay the Board for cost of such coverage shall be allowed if the nurse is not entitled to receive such sick leave benefits for any period of approved leave.

Article 7 Personal Days

7.1 Five personal days shall be allowed with pay each year for personal, legal, religious, business or family matters, i.e., birth of a child, marriage, serious illness in the household or immediate family, that requires the absence of the nurse during school hours. These personal days shall be in addition to any sick leave accumulated. Any nurse who is regularly scheduled to work fewer than twenty (20) hours per week shall be credited with personal leave on a pro-rated basis, based on the length of the part-time nurse's regular work day.

7.2 Nurses shall be granted leave with full pay for a period of five days following a death in the household or immediate family. Immediate family members shall be defined as parents, foster parents, guardians, brothers, sisters, mother-in-law, father-in-law, spouse, children, stepchildren, or grandchildren. Three days will be granted for brothers-in-law or sisters-in-law and grandparents. In special cases, allowance may be made by the superintendent or his designee.

7.3 Notification of such leave shall be made, in writing, to the principal at least 24 hours before taking such leave (except in the case of emergencies) and the nurse shall state the reason for taking such leave as set forth in 7.1).

7.4 For leaves of absence other than those covered by any portion of this agreement, the rate of deduction from the nurse's salary shall be the per diem rate of the year's basic salary.

Article 8 Health Insurance

8.1 A. (1) For the period July 1, 2017 through June 30, 2019 only, employees hired prior to July 1, 2015 may participate in the Preferred Provider Organization health plan summarized in Appendix A attached hereto and made a part hereof. The Preferred Provider Organization health plan shall be eliminated, effective June 30, 2019.

(2) In lieu of the coverage provided in Section (1) above, employees hired before July 1, 2015 shall have the option of participation in the HSA plan summarized in Appendix B attached hereto and made a part hereof. Employees hired on or after July 1, 2015 shall participate in the HSA plan only. Effective July 1, 2019, the HSA plan shall be the sole insurance plan. The plan shall have deductibles of \$2,000/\$4,000 and post-deductible prescription copays of \$10/\$30/\$50. The Board will fund fifty percent (50%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first year an employee participates, the Board shall deposit the full amount of its contribution into the employee's HSA in July. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA in July and the remaining one-half of its contribution of its contribution in January.

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

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the amount of five percent (5%) of the applicable deductible under the HSA plan. For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional five percent (5%) HSA contributions on or about the July 1st following completion of the calendar year during which the physical exams are completed.

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

8.1 B. Employees shall contribute towards the expenses of group medical and dental insurance coverage for each full-time employee, spouse and children as follows:

Plan	Effective and Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020
PPO	19.0%	21.5%	N/A	N/A
HSA	15.0%	16.0%	17.0%	18.0%

The Board shall pay the remaining cost. Premium contributions will be deducted in equal payments as a regular part of the bi-weekly payroll program and subject to an IRC Section 125 Plan.

Employees must work thirty (30) hours or more per week to be eligible for medical and must complete six months employment prior to enrollment in the dental plan.

- 8.2 The Board may change insurance carriers at any time during the term of this agreement provided the Union receives prior notification and provided all benefits and services supplied by a new carrier shall be comparable to all benefits and services supplied by the former carrier. If the Union does not agree that the benefits and services are comparable, the Union may forward the matter through the Grievance and Arbitration process under this agreement. Should this occur, the Board will not implement this change of carrier until the arbitrator has made a ruling.
- 8.3 The employee's option to cancel coverage or to reinstate coverage may be made during an open enrollment period, for a minimum of 20 calendar days, established annually by the Board in May or June. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriage, divorce, birth of a child, spousal benefit coverage loss, etc.
- 8.4 For all purposes under this Article, a dependent child shall be as defined under applicable law.
- 8.5 The medical benefits will provide unlimited coverage for in-network services and a \$1,000,000 maximum lifetime benefit for out-of-network.

- 8.6 The Board shall maintain a "Section 125" salary reduction agreement that shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions.
- 8.7 In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 ("Cadillac" tax), or any other State or Federal Law, the Parties agree to a reopener limited to alternatives to address the impact of the Cadillac Tax.

Article 9 Life Insurance

9.1 Life insurance and accidental death and dismemberment benefits in the amount of \$100,000 will be provided and paid for by the Board for all full-time employees, and \$50,000 for part-time employees working at least 17.5 hours per week on a regular schedule.

Article 10 Malpractice Insurance

10.1 The Board agrees to provide indemnification to nurses in accordance with Section 10-235 of the Connecticut General Statutes.

Article 11 Employment of Nurses

11.1 All registered, professional school nurses employed full-time or part-time by the Newtown Schools shall be licensed registered nurses in the State of Connecticut. Starting compensation will be determined by the Board based on education, applicable experience, and existing salary structures. Further, members of the nursing staff will be given full consideration prior to filling any new or vacated position for which they are qualified. Nurses will be responsible to the Director of Pupil Services, School Health Nurse Supervisor and the principal of the school(s) in which they are performing their work.

11.2 When the Board decides to fill a vacancy or new position within the nurses' bargaining unit, it shall post notice of the vacancy or new position on the district's website for a period of five (5) days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The Board shall also notify the President of the Union or designee regarding such postings by email at the time of such postings.

Article 12
Seniority

12.1 Seniority shall mean the total length of continuous employment as a school nurse with the Board. A break in service due to an approved paid or unpaid leave of up to one year will not constitute a break in continuous employment. However, the time on unpaid leave will not be credited as part of the total length of employment.

12.2 Whenever a position is eliminated, or has the hours of work reduced, the affected employee in said position shall have the right to displace the least senior employee in the same classification with the same hours or less as long as the employee has the skills and ability to perform the work. Final move is subject to the superintendent's approval.

12.3 Employees laid off shall be placed on a recall list and shall have recall rights for the next vacancy for up to two years after their layoff.

12.4 If a bargaining unit employee is laid off and is recalled within the recall period set forth in Section 12.3 above, the employee will be given seniority credit for the period of employment prior to the layoff. If an employee is rehired after the expiration of the recall period, the employee will be hired as a new employee and will not be given seniority credit for the period of employment prior to the layoff.

12.5 The Board shall not fill any vacancy from outside until all qualified nurses on the recall list have been given the opportunity to fill the position. A nurse on the recall list who is notified of a recall opportunity shall accept or reject the appointment in writing within five (5) calendar days after receipt of notification. If the nurse rejects the appointment offer or does not respond within five (5) calendar days after receipt of such notification, the name of the nurse shall be removed from the recall list.

12.6 On or about December 1 of each year, the Board shall supply the Union with a seniority list inclusive of names, date of hire and home address for each bargaining unit member.

Article 13
Case Load

13.1 A reasonable attempt will be made by the administration to conform to State recommendations.

Article 14
Clerical Help

14.1 Periodic clerical help will be provided for nurses whenever possible.

Article 15
Travel

15.1 All nurses, full-time or part-time, who are required by assignment to travel between schools

shall be reimbursed at the published IRS rate.

Article 16
Maternity Leave

16.1 Maternity leave shall be granted to the nurses in accordance with the Family And Medical Leave Act (FMLA), if applicable.

Article 17
Jury Duty

17.1 Any nurse who is called for jury duty shall receive the necessary leave to fulfill her/his legal obligations. This leave shall not be deducted from sick leave. The nurse shall receive a rate of pay equal to the difference between her/his applicable salary and the jury duty salary.

The employee called for jury duty shall notify the superintendent in writing as soon as the employee has received either (a) a notice from the court indicating that she/he has been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel.

Article 18
Workshops

18.1 Upon request in writing from a nurse, the superintendent may grant workshop or conference leaves to nurses without loss of pay.

18.2 When a nurse is requested by the Nursing Supervisor and/or the Director of Pupil Services to attend a workshop that is considered to be an integral part of the district's goals on a non-work day, the nurse will receive \$150 per day, pro-rated for less than six (6) hours for their attendance.

Article 19
Grievance Procedure

19.1 A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions of this agreement or claim based on the discriminatory application of written personnel policies relative to employment, a copy of which is on file in each school office.

19.2 A "grievant" is a person or persons making the claim. If a grievance affects a group of members of Local 1303, Council 4, a member or members of Local 1303, Council 4 may submit such grievance in writing directly to the superintendent and the grievance process will begin at Level Two, provided the written grievance is submitted to the superintendent 15 days following the event or condition on which the grievance is based. The grievance shall not be processed to a higher level unless at least one member of Local 1303, Council 4 submits the grievance in writing and in accordance with Sections 19.9, 19.10, and 19.11.

19.3 A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

19.4 "Superintendent" for the purpose of this section shall mean and include the superintendent

and/or his/her designee.

19.5 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the grievances that from time-to-time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

19.6 Nothing herein contained shall be construed limiting the right of any nurse having a grievance to discuss the matter informally with any appropriate member of administration.

19.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement. As used in this Article, "days" shall mean days when school is in session, provided that during the summer months when school is not in session, "days" shall then mean calendar days other than Saturdays, Sundays and holidays.

19.8 Level One — Principal or Immediate Supervisor

19.8.1 Within fifteen (15) days following the event or condition on which the grievance is based, a grievant with a grievance shall first discuss it with her/his principal or immediate supervisor (and a representative of the Union if the grievant so desires) with the objective of resolving the matter informally. The principal or immediate supervisor shall give the grievant a written response within five days.

19.9 Level Two — Superintendent of Schools

19.9.1 In the event that the grievant is not satisfied with the disposition of the grievance at Level One, she/he may file a written grievance with the superintendent within five (5) days after the written response at Level One.

19.9.2 Within ten (10) days after receipt of the written grievance, the superintendent shall meet with the grievant (and a representative of the Union if the grievant so desires) in an effort to resolve it. The grievant should be given a written response to her/his grievance within ten (10) days after such meeting, such response to be signed by the superintendent and constitute the superintendent's decision on the grievance.

19.10 Level Three — The Board of Education

19.10.1 In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, she/he may submit such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within twenty (20) days after receiving the written grievance, the Board shall meet with the grievant (and a representative of the Union if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board within ten (10) days after such meeting.

19.11 Level Four — Binding Arbitration

19.11.1 If the decision of the Board does not resolve the grievance, the Union may submit such grievance to final and binding arbitration in accordance with the provisions set forth below, including but not limited to section 19.11.3.

19.11.2 Notice of intention to submit to arbitration under section 19.11.1 above must be in writing addressed to the Superintendent of Schools. The submission to arbitration must be made not later than thirty (30) days following receipt of the Board's decision.

19.11.3 In cases involving the discharge of a nurse, the hearing shall be promptly held before an arbitrator to be mutually selected by the parties.

In all other cases, the Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any case in which the Board exercises the option to have the American Arbitration Association hear the grievance, the Board shall pay the arbitrator's per diem fees.

19.11.4 The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of the agreement.

19.11.5 No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

19.11.6 If the grievant fails at any level to appeal a grievance to the next level within specified time limits, the grievance shall be waived. Failure of the Board at any level to comply with the time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.

Article 20 Discipline

20.1 All disciplinary action shall be applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied. All disciplinary action may be appealed through established grievance procedures.

Article 21 Non-Discrimination

21.1 The Board and the Union agree that there shall be no discrimination against any nurse because of race, color, creed, sex, age, national origin, physical handicap or membership or non-

membership in the Union.

Article 22 Payroll Deductions

22.1 The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages such membership dues, initiation fees, reinstatement fees, and service fees as may be fixed by the Union. Such deductions shall continue for the duration of the agreement or any extension thereof.

22.2 The Union dues deduction shall be made equally over 22 pay periods.

22.3 Dues deducted shall be remitted to the financial officer of Council 4 together with the list of employees from whose wages such deductions have been made. The Board shall make every effort to remit these no later than 15 days following said deduction.

22.4 All employees in the collective bargaining unit who cease to be Union members shall, as a condition of employment and for so long as they remain non-members, pay to the Union a service fee as set by the Union (not to exceed the current dues paid by Union members).

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

22.6 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this section.

Article 23 Labor-Management

To help achieve and promote a harmonious relationship and effective communication, the Union and the Board agree to meet periodically to discuss matters of mutual concern. Such meetings will be carried out by the Superintendent of Schools and the President of the Union (or designee) on a quarterly basis. The President of the Union (or designee) will be responsible for disseminating the information from these meetings to the members of the bargaining unit. The President of the Union (or designee) shall have the ability to attend such meetings without loss of pay.

Article 24
Salary Schedules

24.1 The salary schedule is as follows:

GWI:	Steps 1-5: 1.5%* Step 6: 2.0%*	2.25%	Steps 1-5: 1.5% Step 6: 2.0%	2.25%
	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Step				
New Hire	\$47,939	\$49,018	\$49,753	\$50,872
1	\$49,586	\$50,702	\$51,463	\$52,621
2	\$51,291	\$52,445	\$53,232	\$54,430
3	\$52,915	\$54,106	\$54,918	\$56,154
4	\$54,715	\$55,946	\$56,785	\$58,063
5	\$57,233	\$58,521	\$59,399	\$60,735
6	\$59,469	\$60,807	\$62,023	\$63,419

* Retroactive to 7/1/17.

There shall be step movement for 2017-18, and 2019-20. There shall be no step movement for 2018-19 and 2020-21.

24.2 Employees hired before July 1, 2015 shall be entitled to an annual longevity payment made the first pay period in December based on the following years of service with the Board:

	<u>7/1/14</u>
10 Yrs.	\$500
15 Yrs.	\$700
20 Yrs.	\$900
25 Yrs.	\$1,1000

24.3 Nurses who earn a Bachelor's Degree will receive a stipend of \$250, and those who earn a Master's Degree shall receive a stipend of \$500 paid the first pay period in December.

24.4 It is understood that the salary schedule has been developed with current special procedures for children with special needs included as an expected responsibility of today's school nurse, including invasive procedures such as catheterization or ostomy care, suctioning, tube feeding and long-term intravenous intervention. While on duty, the school nurse is the first contact for all on-the-job employee injuries.

24.5 Employees shall be paid salaries, via direct deposit, in accordance with the salary schedule. Confirmation of payment shall be sent by e-mail. Employees will be paid in 26 equal consecutive payments. Salary deposits will be made bi-weekly, on alternate Fridays. When a payday falls on a bank or school holiday, the deposits will be made on the working day prior to the holiday.

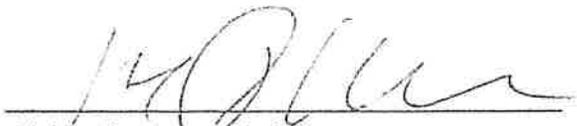
Article 25
Pension

Employee participation in the Town of Newtown retirement plans shall be subject to the terms of such plans, as may be amended from time to time. Employees hired on or after July 1, 2017 shall only be eligible to participate in the Town's Defined Contribution Plan.

Article 26
Duration

26.1 The duration of this agreement shall be four years beginning July 1, 2017 and continuing and remaining in full force and effect to and including June 30, 2021.

THE NEWTOWN BOARD OF EDUCATION

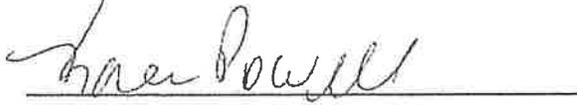
By: 
Keith Alexander, Chairman

9/5/17
Date

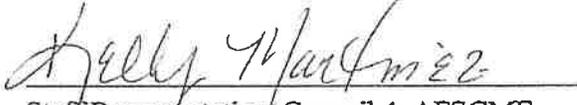
LOCAL 1303-215 OF COUNCIL 4, AFSCME, AFL-CIO

By: 
Co-President

9/11/17
Date

By: 
Co-President

9/11/17
Date

By: 
Staff Representative, Council 4, AFSCME

9-11-17
Date

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services – 50 combined visits for PT,OT,ST and Chiropractic- Excess 30:20 after deductible and coinsurance	OV Copayment	Deductible & Coinsurance
Durable medical equipment Prosthetic devices Unlimited maximum per calendar year	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment Diabetic drugs are covered at in-network benefit level	Covered under Rx Rider	
Infertility – Covered	Applicable Copayment	Deductible & Coinsurance
Home health care 100 visits per member per calendar year	No Charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 7 exams, birth up to age 1
- ◆ 7 exams, ages 1 up to 5
- ◆ 1 exam every year, ages 5 up to 22

Adult Exams

- ◆ 1 exam every year, ages 22+

*Vision Exams: 1 exam every calendar year
Hearing Exams: 1 exam per calendar year
OB/GYN Exams: 1 exam per calendar year*

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

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

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

ACBP
Effective 07/01/2013

Anthem Blue Cross and Blue Shield of Connecticut is a member of Anthem Blue Cross and Blue Shield of Connecticut, a company of The Blue Cross and Blue Shield Companies, a registered holder of the Blue Cross and Blue Shield marks.



Pharmacy Programs

Voluntary Mail-Service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home.

The \$10 generic/\$20 listed brand-name/\$50 non-listed brand-name copayment and \$4,000 annual maximum apply. When ordering a 31-day to 90-day supply, two copayments will apply, as follows: \$20 generic/\$60 listed brand-name/\$100 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-866-331-2966, or go to www.anthem.com/pharmacyinformation to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 10% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription," or which are specifically approved by the Plan.

Limits and Exclusions

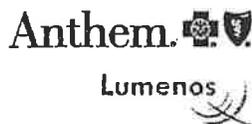
Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; lenses and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpaste/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$10 generic/\$20 listed brand-name/\$50 non-listed brand-name 3-Tier Managed Prescription Drug Program with a \$4,000 annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

APPENDIX B



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:
 \$3,400 individual coverage
 \$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

You can earn:

Up to \$200
 Up to \$150
 Up to \$300

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then –

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

\$2,000 individual coverage
 \$4,000 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network Providers	Out-of-Network Providers
\$ 3,000 individual coverage	\$ 5,000 individual coverage
\$ 6,000 family coverage	\$10,000 family coverage

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

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



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

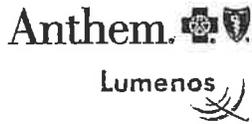
Office Visits after age 18; including preventive vision exams.

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

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

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



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

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

Retail (30 day supply)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$ 10 Tier 1 copayment
\$30 Tier 2 copayment	\$ 60 Tier 2 copayment
\$50 Tier 3 copayment	\$100 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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