# COLLECTIVE BARGAINING AGREEMENT

**BETWEEN THE** 

**MANCHESTER** 

**BOARD OF SCHOOL COMMITTEE** 

**AND** 

**MANCHESTER** 

EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 2024 – June 30, 2027

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#### ARTICLE ONE

#### **PURPOSE**

The purpose and intent of this document is to set forth the agreement reached between the Board of School Committee (hereinafter referred to as the "Board") and the Manchester Educational Support Personnel Association, NEA-New Hampshire (hereinafter referred to as the "Association") with respect to wages, hours and other terms and conditions of employment for the bargaining unit described in Article Two, Recognition.

### **ARTICLE TWO**

#### RECOGNITION

- 1. The Board of School Committee hereby recognizes the Association as the exclusive representative of the bargaining unit for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in accordance with RSA 273-A.
- 2. The bargaining unit is defined as follows:
  - All regular full-time and regular part-time employees, working seventeen (17) hours or more per week for the Manchester School District in the classification of Accountant I, Accounting Technician, Administrative Assistant II, Administrative Assistant III, Administrative Services Manager I, Athletic Operations Assistant, Computer Operator II, Hardware Services Technician, Information Support Systems Assistant, Information Systems Support Specialist, MCTV Operations Specialist, Micro Computing/Networking Manager, Network Services Coordinator, Operations Assistant, Payroll Coordinator, Print Shop Manager, School Equipment Operations Manager, and School Video Technician.
- 3. The positions of Secretary to the Superintendent and Secretaries to the Assistant Superintendents, Secretary to the Business Administrator, Benefits Coordinator, Community Relations Facilitator, Payroll Supervisor, and Warehouse Coordinator are excluded from the bargaining unit.
- 4. Whenever the Board establishes a new position for which certification or licensure is not required by the New Hampshire Department of Education, the Board shall provide to the Association President, prior to the posting of the position, a copy of the job description. The inclusion or exclusion in the bargaining unit of any personnel classifications established by the Board subsequent to the effective date of the Agreement shall be preceded by discussion with the Association. Any impasse in this area may be submitted by either or both parties to the Public Employee Labor Relations Board for resolution.

#### ARTICLE THREE

#### **NEGOTIATIONS PROCEDURE**

- 1. On or before June 1 of any year preceding the expiration date of this Agreement, either party desiring to bargain a successor Agreement must serve written notice to the other of its intentions. Thereafter, the parties shall schedule a meeting at a mutually agreed upon time and place to commence negotiations. The negotiations shall be pursuant to the provisions of RSA 273-A and any agreed upon ground rules.
- 2. The parties agree, in the interest of a good faith effort to reach agreement, to negotiate on wages, hours and conditions of employment as defined in RSA 273-A: 1 XI.
- 3. Any Agreement reached shall be reduced to writing and signed by the parties. However, the obligation to negotiate does not compel either party to agree to a proposal or make a concession.
- 4. During such negotiations, the parties will present data, exchange points of view and make proposals and counterproposals. The Board will, upon reasonable request of the Association, make available to the Association any existing pertinent, non-confidential records, data, and information of the Manchester School District and Human Resource Departments.
- 5. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

# 6. <u>Bargaining Unit Information</u>

a. Upon reasonable request from the Association, the District shall provide the following information (to the extent it cannot be otherwise obtained online): Bargaining unit member's name, job location, job description; original DOH, current position; current grade and step, longevity, and daily/annual hours scheduled.

b. Upon reasonable request from the Association, the District shall also provide the following information (to the extent it cannot be otherwise obtained online): Number of bargaining unit members taking health insurance, the number of single, 2 person and family plans subscribed, and the annual/monthly premiums for all health plans offered. c. The Association agrees to hold the District harmless for the release of the information provided herein.

### ARTICLE FOUR

#### GRIEVANCE PROCEDURE

1. Definitions

A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Agreement.

The term "days" when used in this Article shall mean Monday through Friday, excluding holidays or other days when the Central Administration office is closed.

#### 2. Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of any bargaining unit member having a grievance. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, which shall be handled as provided in this Article.

Nothing herein contained will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate supervisor and to have the grievance adjusted without the intervention of the Association, provided that such adjustment is not inconsistent with the terms of the Agreement. The Association shall have the right to communicate its concerns to the appropriate administrator, relative to any interested party; however, this right shall not extend to being present at any meeting, unless the grievant wants the Association to be there. Any adjustment reached without the presence of a designated representative of the Association shall not be precedential in any way.

Bargaining unit members having a lead person, such as an Administrative Services Manager 1 or Financial Unit Supervisor, must first discuss with such lead person any problems which may lead to a grievance, provided that the lead person is alleged to have caused or to have been involved in the problem and/or has the authority to resolve it. This discussion should take place as a courtesy to the lead person, who should be made aware of any such problems and who should resolve them to the extent that he/she is so authorized.

#### 3. Procedures

Since it is anticipated that nearly all grievances can be resolved informally at level one, it is important that the complaint be processed as rapidly as possible. The timelines contained herein should be considered maximum. The time limits may be extended by mutual agreement, in writing.

Bargaining unit members shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until their grievance(s) is resolved, provided that such assignments, rules and/or regulations do not jeopardize that bargaining unit member's personal safety and/or integrity.

#### A. Level One Discussion

If the grievance is not brought to the attention of a bargaining unit member's immediate supervisor within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered waived. An aggrieved person shall give written notice to the immediate supervisor and a brief explanation of the alleged grievance. Such aggrieved person will informally discuss the complaint with his/her immediate supervisor either directly or through the Association's representative with the object of seeking resolution. The immediate supervisor shall hold a discussion with the grievant and his/her Association representative, if the representative is requested by the grievant, within five (5) days after receiving the written notice that there is a complaint. The immediate supervisor shall give an answer within five (5) days from the date that the complaint is informally discussed. In the event that the Superintendent is the immediate supervisor, the aggrieved person shall refer the matter to the Business Administrator.

#### B. Level Two Formal Grievance

If the grievant is not satisfied with the disposition of the grievance at Level one, or if no decision has been rendered within ten (10) days after the informal meeting at Level one, the grievant may file the grievance, in writing, with the Association's Grievance Committee within five (5) days after the decision at Level one or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days of the receipt of the grievance the Chair of the Association Grievance Committee may refer the grievance in writing to the Superintendent or his/her designee. The grievance and its specifics shall be submitted on the form contained in Appendix A of this Agreement.

Within ten (10) days of the receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it. The Superintendent or his/her designee shall render his/her decision within five (5) days after the meeting.

#### C. Level Three Pre-arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within the time frames specified in Level Two, the grievant may refer the matter, in writing, to the Chair of the Association Grievance Committee within five (5) days after the decision at Level Two, or twenty-five (25) days after the complaint was referred to Level Two, whichever is sooner. Within five (5) days after receiving the written appeal, the Association may refer the matter, in writing, to the Superintendent's office for a pre-arbitration meeting. Within ten (10) school days after receiving the written request for a pre-arbitration meeting, the Superintendent and the School District's legal counsel will meet with the aggrieved person and the union representatives for the purpose of resolving the grievance and/or resolving any pre-arbitration issues. Within ten (10) days of meeting on level three, and if the aggrieved person is not satisfied with the disposition of his/her grievance, the grievant may submit a written request that grievance be referred to arbitration. Upon receipt to the request for

arbitration, the parties will attempt to frame the issue for the arbitrator and to stipulate joint exhibits. The parties will also attempt to agree on the selection of an arbitrator. If the parties are unable to agree on the selection of an arbitrator, the parties shall utilize American Arbitration Association selection process, which rules shall also govern the Arbitration hearing.

If no satisfactory resolution is reached as a result of the meeting, the Association may submit a written demand for arbitration, with a copy to the Chief Negotiator/Contract Administrator, to a mutually agreed upon neutral dispute resolution agency under its rules or to the American Arbitration Association under its rules, which rules shall govern the Arbitration hearing.

#### D. Level Four Arbitration

The arbitrator shall schedule the arbitration hearing at a time and place mutually agreeable to the parties. The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless the parties mutually agree to the submission of multiple grievances to one arbitrator.

The arbitrator shall not have the power to alter, add to, or subtract from the terms of the Agreement. The arbitrator shall have no authority to render a decision which requires the payment for retroactive wages or adjustments which extend prior to the date when an aggrieved employee knew or should have known of the act or condition upon which the grievance was based, as specified in Section 3A of this Article.

The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute.

The costs for the services of the Arbitrator, including reasonable expenses, shall be born equally by the parties. The parties agree that the party who requests a postponement of any arbitration hearing shall be obligated to pay any related postponement costs or fees.

#### E. Miscellaneous

- 1. Failure at any level of the grievance procedure of "management" to render a decision within the specified time limits shall permit the grievance to proceed to the next level.
- 2. Failure of the grievant and/or the Association to abide by the time limits set forth in this article shall result in the grievance being dismissed without further action being taken with respect to such grievance.
- 3. No reprisals of any kind will be taken by the Board, any member of the Administration or the Association against any party of interest, any Association representative or any other participant in the grievance procedure by reason of such participation.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. If, in the judgment of the Association, a grievance affects a group or class of bargaining unit members, the Association's Grievance Committee may file such a grievance in writing at Level Two. In the event of such a grievance, said Committee must specify the names of all bargaining unit members who claim there has been a violation or misapplication of a provision of the Agreement as to them, the specific provision(s) involved and the date(s) of the alleged violation(s) or misapplication(s). The signature of the bargaining unit members who claim the violation, etc., must be provided within ten (10) days of the filing or the grievance will not be processed, except if any bargaining unit member is unavailable and a reasonable attempt has been made to secure his/her signature.

If such a grievance is not filed within forty-five (45) days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance will be considered waived.

5. The Superintendent or his/her designee may initiate a grievance against any bargaining unit member or the Association under the terms of this Article by specifying to the Association, in writing, the specific name(s), date(s), alleged violation(s) or misapplication(s) and the provision(s) of this Agreement involved. Such a grievance shall be commenced at Level Three.

If such a grievance is not filed within forty-five days of the date(s) of the alleged violation(s) or misapplication(s), then the grievance shall be considered waived.

6. The Board agrees to allow a MESPA grievance representative and an aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances only, provided such time away from work does not interfere with the work of the area(s) involved. Such time will not be withheld unreasonably. The MESPA grievance representative will obtain prior permission to absent him/herself from work before leaving a work site and shall obtain prior permission of the appropriate supervisor involved before interrupting the work of an aggrieved employee(s) located at a different work site. Employees shall not be entitled to vehicle reimbursement per Article 30.8 when they travel for grievance purposes.

#### ARTICLE FIVE

STRIKES, SANCTIONS, RESIGNATION AND LOCKOUTS

The Board and the Association desire uninterrupted services, and, therefore, it is agreed that during the life of this Agreement, the Board shall not cause or sponsor any lockout, and the Association shall not cause, sponsor, encourage or condone any strikes, including "wildcat" strikes, sanctions, wholesale resignations, job actions or any curtailment or interruption of the operations of the Manchester School District. The term "wholesale resignations" shall not include any bargaining unit members who have quit in order to accept job offers, or who have decided to retire. Both parties agree that they will immediately disavow such activity. If at the expiration of the Agreement the Board and the Association have not concluded a successor Agreement, the Association may engage in any activity, which is not unlawful in the State of New Hampshire.

#### **ARTICLE SIX**

#### MANAGEMENT CLAUSE

- 1. The Association agrees that, except as specifically abridged or limited by the provisions of this Agreement or any agreement that hereafter be duly made, all the rights, powers and authority of the Board and its agents to manage, direct or supervise all of the operations of the Manchester School District and its employees in all its phases and details shall be retained by the Board and its agents and the exercise of any such right as set forth in this Article shall not be subject to the grievance or arbitration provisions of this Agreement.
- 2. The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authority, which by law are vested in them.

#### ARTICLE SEVEN

#### **DUES DEDUCTIONS**

1. The Board agrees to deduct from the wages of Bargaining Unit Members, who occupy positions included in the bargaining unit dues for the Manchester Educational Support Personnel Association as such employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. Authorizations shall be in writing in the form set forth below, or in the form used by the Association to enroll its members.

# MANCHESTER EDUCATIONAL SUPPORT ASSOCIATION

NAME:	***************************************	***************************************	
ADDRESS:			

I hereby request and authorize the Board to deduct from my earnings in accordance with the

procedure set forth in Article Seven (7) between the Board and the Association and to transmit to the treasurer of the Manchester Educational Support Personnel Association/NEA-New Hampshire an amount sufficient to provide for the regular payment of the membership dues, as certified by the Association for the present school year and for succeeding years. I understand that if I wish to discontinue such deductions for any school year, I must notify the School District Finance office and the Association in writing. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all its officers for any liability therefore.

Bargaining U	nit Member's Signature	
Dated:		

- 2. The Association will certify to the School District Finance office the current rate of its membership dues and will give the district thirty (30) days written notice prior to any change.
- 3. For 52-week employees: dues shall be deducted in 38 equal installments beginning with the first payday in September.
- 4. For 42-week employees: dues shall be deducted in equal installments every pay day for thirty-eight (38) weeks beginning with the first (1st) pay day in September with the exception of the (1st) pay day in January, and the (1st) pay day after the so-called February and April school vacations.

The Board will not be required to honor any authorizations that are delivered to it later than October 15.

Exempt from the October 15<sup>th</sup> cut-off date will be probationers who satisfactorily complete their probationary period after September 30. If such employees submit a Dues Authorization Card within thirty (30) work days of the successful completion of their probationary period, they shall have all such dues deducted in equal amounts for the remainder of the twenty (20) pay deduction schedule.

5. No later than October 15, the Association will provide the District Finance office with a list of employees who have voluntarily authorized the Board to deduct dues for the Association along with copies of their dues authorization cards and the amount of me deduction for each pay period. Any employee desiring to have the Board discontinue deductions that the employee has previously authorized must notify the District Finance officer and the Association sixty (60) days prior to the commencement of the new school year

#### ARTICLE EIGHT

#### NON-DISCRIMINATION

- 1. The Board agrees not to discriminate against employees because of race, creed, color, sex, age, religion, national origin, or physical handicap, except where age or physical conditions are bona fide qualifications for employment.
- 2. In accordance with RSA 273-A, the Board and the Association agree not to discriminate against any member of the bargaining unit.

#### ARTICLE NINE

#### ASSOCIATION AND EMPLOYEE PRIVILEGE

- 1. The Association shall have the right to place notices, circulars and other materials in employee mailboxes and on bulletin boards, provided that such written material is not intended to be inflammatory. A courtesy copy of such material will be given to the Superintendent and the administrator in charge of the worksite. The Association shall also have the right to use the intra-school distribution system to circulate Association materials.
- 2. If the Board or the School District intends to change its method of operations which involves contracting out, for more than thirty (30) consecutive days, the work being performed by bargaining unit members, the Board will give thirty (30) days notice to the Association and the employees covered by this Agreement of its intention. Further the Board will make every effort to absorb affected employees into other City (District) positions. In those cases where employees are not absorbed into other City (District) positions, the Board provides as much notice as possible. The decision to contract out shall not be grievable.
- 3. With reasonable notice a bargaining unit member can review and make copies of the materials contained in his/her personnel file. Bargaining unit members may also attach a written statement to any document for the purposes of clarification or refutation. Employees will be given a copy of any written evaluation or appraisal of performance, which is to be placed in that employee's personnel file. The employee will sign the evaluation or appraisal prior to being filed. The signature requirement is only to show that the employee had an opportunity to review the material before it was filed.

Information in the personnel file of the requesting employee may be denied in accordance with RSA 275:56.

#### ARTICLE TEN

#### EMPLOYEE DISCIPLINARY PROCEDURES

- 1. Disciplinary actions shall normally be progressive in accordance with the following order; however, disciplinary action may be taken out of order depending on the severity of the infraction.
  - (a) Verbal warning
  - (b) Written reprimand
  - (c) Suspension without pay
  - (d) Discharge
- 2. Disciplinary action shall be proportionate to the severity of the infraction. All reprimands, suspensions and discharges must be stated in writing, with the reason(s) stated and a copy given to the employee at the time of the reprimand, suspension or discharge. The employee shall sign a copy as an acknowledgment of the action only.
- 3. A bargaining unit member, upon his/her request, may have a representative of the Association present during any investigation meeting which may lead to a written reprimand, suspension or discharge.
- 4. No bargaining unit member may be given a written reprimand, suspended or discharged without just cause. Just cause shall mean that the evidence supports the disciplinary action.
- 5. Upon a bargaining unit member's request, his/her personnel file will be cleared of any written reprimands after a period of twenty (20) months of work time from the date of the reprimand, provided that there are no similar infractions committed during the intervening period.
- 6. Upon a bargaining unit member's request, his/her personnel file will be cleared of any suspension notices that include time off without pay after a period of thirty-six (36) months of work time from the date of the suspension, provided that there are no similar infractions committed during the intervening period.

#### <u>ARTICLE ELEVEN</u>

### OCCUPATIONAL AND PROFESSIONAL IMPROVEMENT

1. Official Delegates and official members elected to the NEA-New Hampshire Delegate Assembly shall be granted one (1) paid leave of absence day to attend the annual meeting. In addition, Association members, designated by the President, shall be granted one (1) paid leave of absence in order to conduct pre-planned official Association business, such as attending meetings, workshops and conferences. The total number of days under this section shall not exceed five (5) in a calendar year. Such time may be used in blocks of one-half day. The President of the Association shall be granted two (2) work days to conduct official Association business per fiscal year. The days may be used in hour increments. In the event of co-presidents, the time will be shared.

- 2. Tuition Reimbursement: Bargaining Unit Employees who wish to receive reimbursement at accredited colleges, universities or training schools or at related seminars, workshops or conferences, must submit a request for reimbursement at least five (5) days in advance of the start of the education program to the Human Resources Department, which shall determine eligibility.
  - A. In order to be eligible for reimbursement, the education program must:
    - 1. Relate to the current duties and classification of the employee; or be approved as relating to a relevant City employment career path or a future work assignment.
    - 2. Be approved by the Superintendent or his/her designee
    - 3. Be in accordance with the policies and procedures for educational incentive reimbursement as established by the Human Resources Department.
  - B. Effective upon ratification by the parties, the Board shall pay not more than seventy-five percent (75%) of the costs of tuition, course fees, required textbooks, and materials for any education program(s) for an individual not to exceed a maximum of Thousand Two Hundred Dollars (\$1,200.00) in the fiscal year. The total amount for Education Incentive Reimbursement shall be Ten Thousand Dollars (\$10,000.00) during the fiscal year.
  - C. Once an education program is approved as meeting the requirements and paid receipts are submitted, an advance will be made to the Bargaining Unit Member of one-half (1/2) of the authorized amount, not to exceed Six Hundred Dollars (\$600.00). The remainder of the reimbursement will be paid upon the presentation of a certificate of satisfactory completion of the education program, which must be submitted within ninety (90) days of the completion of the course.
- 3. When the Administration proposes that BOSC purchase a new software program, technical program or new equipment to be used by members of the bargaining unit, it shall include in its cost estimates costs directly related to training programs including employee time to participate in training. No employee will be required to spend personal money or time for such training and the costs for the training shall be in addition to the amounts set forth in 2 above.
- 4. In advance of the school district's implementation of new computer software for which bargaining unit employees require training in order to operate, the Association and the school district shall establish a joint committee, composed of two representatives of each party, to assess job training needs of bargaining unit members. The committee may forward its advisory recommendations or other results of its work to the school district superintendent and to the Association.

This provision shall apply only to implementation of major computer software, and shall not apply to temporary reassignments of employees for the purpose of performing routine office functions.

The schedule for convening the committee shall be determined by the school district's assessment of its needs. The school district shall notify the Association of the school district's plans so that the committee can assess training needs in advance of implementation.

5. Professional development of staff is critical to the success of the Manchester School District. To that end, all MESPA employees shall have the opportunity to attend district sponsored professional development that are relevant to their job responsibilities. Additionally, the District shall periodically offer specific trainings to enhance the professional development of MESPA staff. All such training shall be scheduled on non-student days and will be offered to the extent funded in the budget.

#### ARTICLE TWELVE

#### WORK SCHEDULE

- 1. The normal work year for all regular, full-time bargaining unit members shall be either fifty-two (52) weeks or forty-two (42) weeks per year for school term employees, except for those positions occupied by bargaining unit members who worked in the 1989-90 school year less than the normal work year.
- 2. School term employees' normal work year schedule shall be comprised of two hundred (200) days, commencing two (2) weeks prior to the arrival of students in September and two (2) weeks after the last day for students in June. Any variation of the normal work year schedule shall be by agreement between the administration and the affected bargaining unit member.
- 3. Unless otherwise agreed in writing, the normal workweek for regular, full-time bargaining unit members shall be Monday through Friday. The normal work day for such employees shall be seven (7) hours, except that it shall be eight (8) hours for the following classifications: Network Services Coordinator, Information Systems Support Assistant, and Hardware Services Technician.
- 4. All bargaining unit members will be entitled each day to a ten (10) minute respite for each four (4) hours worked. Bargaining unit members who are not provided the ten (10) minute respite each four (4) hours worked shall accumulate ten (10) minutes of compensatory time for each occurrence.
- 5. All bargaining unit members, working more than four (4) hours each day, shall be entitled to a duty-free lunch break. Lunch breaks shall be the same duration as in the past: secondary school and central administrative office personnel shall have one (1) hour unpaid lunch period. School Food and Nutrition and elementary school personnel shall

- have one-half (1/2) hour unpaid lunch period. Lunch breaks shall be self-scheduled and allow for flexible use of time with prior approval of the immediate supervisor or his/her designee.
- 6. Video technicians shall work forty (40) hours per week on a flexible schedule as assigned by his/her supervisor.
- 7. Administrative Assistants III at elementary schools with more than 500 students enrolled shall work a forty (40) hour work week. Administrative Assistants III in elementary schools with less than 500 students may voluntarily work up to forty (40) hours per week with the approval of the building principal. Other thirty-five (35) hour per week employees may work up to forty (40) hours per week during times of the school year when workload is more demanding, with prior Building Supervisor and District approval.

#### ARTICLE THIRTEEN

#### SAFETY AND HEALTH

The School District shall have the right to make reasonable regulations for the safety and health of its employees during their working hours of employment. Representatives of the District and the Association will meet once in ninety (90) days at the request of either party to discuss such regulations. Members of the bargaining unit will comply with the reasonable rules and regulations to safety and health promulgated by the District.

#### ARTICLE FOURTEEN

### OTHER WORKING CONDITIONS

- 1. Each school within the district shall have guidelines developed on or before December 1, 2016 for bargaining unit members to follow in circumstances where the administration are absent from the building and/or when they are placed in charge of students by circumstance or by direction. As soon as practicable after ratification, a joint labor/management committee comprised of six (6) persons, three (3) from the association and three (3) from the administration, one of whom shall be the Human Resources Director, shall meet in order to develop the guidelines referenced above. In addition, employees will receive appropriate training on emergency response and overall building/student safety. This committee shall also develop a policy to govern the procedures for making up time lost when schools are closed as referenced in Section 4 of this Article. The Committee should complete its work by December 1, 2016.
- 2. In the absence of a school nurse or building administrator or other responsible person, a bargaining unit member may not be designated by the principal to dispense medication in accordance with the guidelines prescribed by the City Health Department.
- 3. Unless it was a condition when hired, no bargaining unit employee will be required to use his/her own tools or equipment.

4. When schools are closed by the Superintendent, or his/her designee or by the Mayor due to inclement weather or any other reason, bargaining unit members who are instructed not to work by their supervisors, shall be allowed to adjust their normal workday in order to make up the time lost. Such adjustments may include changing his/her lunch or rest break, lengthening the normal workday, provided that the immediate supervisor has approved such adjustments.

If any school(s) is/are closed by the Superintendent due to the shutoff of utilities and there are no students in the building(s) and no instructional makeup days are involved, the employees will have the option to stay and work (unless the Superintendent identifies a danger to the employees) or leave and make up the time later.

42 week school term employees may, in lieu of working in smaller increments, also add the snow day to the end of the year.

42 week school term employees that wish to make up a snow day shall submit a time sheet indicating the snow day make-up time. This sheet will be submitted to payroll AFTER one (1) full work day has been made up.

Banking time for snow days is not allowed. Snow day make-up time cannot occur until an actual snow day is announced by the District.

Any make up of a snow day must have the prior approval of his/her direct supervisor. Up to two snow days does not need to be made up per contract year.

- 5. In the event that opening is delayed at the school district central office and/or any school building in the district, bargaining unit employees' reporting times, work schedules, and compensation shall be adjusted as follows:
  - (a) If the delayed opening is the result of inclement weather that creates unsafe road conditions, employees shall report to work as soon as road conditions permit safe travel.
  - (b) Any bargaining unit employee who reports to work at any school district building prior to the official time of the delayed opening shall be compensated at one and one-halftimes their regular pay rate, regardless of the provisions of Article 30, paragraph 6.
  - (c) Employees shall not be required to remain on duty or report for duty at times outside of their regular work schedule as a result of time lost due to delayed opening(s).
  - (d) Employees who do not report to work during delayed openings shall not be paid for that lost time, but those employees shall have the option to make up the lost time and pay by adjusting their work schedules as mutually agreed upon between

the employee and the immediate supervisor.

- 6. With prior approval of an administrator/supervisor, MESPA staff may be allowed to work and/or remain at the job site after the building is closed provided that appropriate notice is given to the SAU or designee to ensure employee safety.
- 7. In addition to the two (2) paid snow days set forth above, employees will be offered, to the extent practicable, up to three (3) additional paid remote work days when the employee will be permitted to work remotely whenever schools are closed due to inclement weather. Employees not wishing to work remotely on such days shall be required make up any lost time beyond the two paid snow days.

#### ARTICLE FIFTEEN

#### PROBATIONARY PERIOD

The normal probationary period shall be six working (6) months. In an unusual circumstance, the probationary period may be extended for an additional six (6) months. In such a case, the probationary employee shall be eligible for all contract benefits except for vacation leave and Sick Leave Bank. Such employees may be terminated with or without cause during said extended probationary period. Upon successful completion of the probationary period, the employee shall be compensated at Step B of the appropriate salary grade.

#### ARTICLE SIXTEEN

### REQUEST FOR RECLASSIFICATION/UPGRADING

- 1. Any employee shall have the right to consideration of any request he/she may have with respect to the application of the classification and compensation plans to his/her position. Such request shall be in writing setting forth why his/her position more closely resembles the job description of another classified position. The written request must be sent to the Superintendent with a copy to the requesting employee's immediate supervisor.
- 2. The Human Resources Director shall promptly seek to arrive at a solution, which is consistent with the classification plans and acceptable to the employee. The Human Resources Director will advise the employee of the status of the request within thirty (30) days after the employee's written request. If the Human Resources Director is unable to resolve such a request in a manner in which the employee is willing to accept in writing, the matter may be referred by the employee in writing to the Reclassification Appeals Committee for a solution.
- 3. The Reclassification Appeals Committee shall be comprised of one (1) union representative, one (1) administrative representative and one (1) community representative upon mutual agreement. The parties' community member will be the chair of the Reclassification Appeals Committee. By December 31, 2016, the classification Appeals

Committee shall develop and publish its administrative rules for making an appeal. This Committee shall render its final decision within fifteen (15) days from the receipt of the appeals request. If the request is granted, the employee will be paid retroactively to the date of the initial filing.

### ARTICLE SEVENTEEN

### PROMOTIONS AND TRANSFERS

- 1. The School District reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications, ability and performance of duties, but shall be governed by district seniority where equal qualifications, ability and performance of duty, as determined by the district, have been demonstrated.
- 2. In accordance with applicable provisions of this Agreement, the school district shall post all bargaining unit positions that are vacant, or that are expected to be vacant for one year or longer. Such positions may become available as promotional opportunities, newly created positions, lateral transfers, or voluntary demotions. All positions shall be posted on the school district's bulletin boards for a period of at least five full regular work days. At the start of the five-day posting period, all job postings shall also be distributed to all bargaining unit employees by electronic mail.
- 3. Job postings shall include job specifications, hours of work, pay rate, and job location.
- 4. If the vacancy is to be filled, management shall notify the employee that he/she is being recommended for the position no later than thirty (30) days after the closing of the posting period, provided that the Board has authorized the filling of said vacancy.
- 5. The name of the person awarded the position shall be posted for five (5) days following the award.
- 6. Bargaining unit members, who wish to contest the award, may file a grievance in accordance to the procedures contained in Article Four of the Agreement.
- 7. Vacancies which are excluded from the bargaining unit shall be posted on school district bulletin boards, provided, however, that appointment to these positions shall not be subject to the grievance procedure.
- 8. Preference will be given to bargaining unit members who meet the qualification, ability and performance of duty standards prior to hiring persons from outside the bargaining unit. Current employees are exempt from bachelor or associate degree requirements if he/she has demonstrated the skills necessary to perform the functions of the position. Determination of whether or not the employee has demonstrated the skills necessary to perform the functions of the job shall be at the sole discretion of the immediate supervisor of the vacancy in consultation with the HR director and such determination shall not be subject to the grievance procedure.

- 9. School term employees in the MESPA bargaining unit who would like to apply for vacancies which may occur in July or August, shall notify the HR Director or designee in writing by June 15. The HR Director or designee shall send job posting notices to those school term MESPA bargaining unit employees who have requested them. Employees who desire to apply for such vacancies shall submit a letter of interest. Nothing herein shall be construed to prevent the administration from requiring the employee/applicant to update the information the District has on file in order to be considered for the vacancy.
- 10. A bargaining unit member who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status not to exceed three (3) working months in the higher position. The bargaining unit member shall be periodically evaluated to determine if he/she is performing the job in a satisfactory manner. If the bargaining unit member is unable to perform satisfactorily in the higher level position, then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she obtained prior to the promotion. After successful completion of thirty (30) days during the probationary period, the employee may use any leave accrued and guaranteed under this contract. All seniority and benefits shall be retained by the employee.
- When a bargaining unit member is temporarily required in writing by the Superintendent or his/her designee to serve in and accepts the responsibility for work in a higher class of positions except those requiring State certification, the bargaining unit member shall receive the entrance rate of that class or a five (5) percent step increase above his/her present rate, whichever is higher, while so assigned, which assignment is subject to the approval of the Human Resources Director. Such temporary assignment to higher class of positions, to qualify for the higher rate of pay, shall be regular and continuous in character for at least one work day for hourly rated bargaining unit members. An employee may be temporarily assigned to the work of any position of the same or lower class grade without change in pay. In any case when a salaried/hourly rated bargaining unit member is assigned to temporarily serve in a higher hourly/salaried position, then such salaried/hourly employee shall be granted a plus rate in accordance with this section if the assignment is for one full work day or longer.
- 12. Employees new to the bargaining unit being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide equal pay in salary. Current bargaining unit members being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of a tenpercent (10%) increase in salary.

#### ARTICLE EIGHTEEN

#### SENIORITY

#### 1. **DEFINITION**

There shall be two types of seniority:

- a. School District Seniority
- b. Classification Seniority

District seniority shall relate to the time an employee has been continuously employed by the school district in positions included within the bargaining unit. Classification seniority shall relate to the length of time an employee has been employed in a particular classification encompassed within the bargaining unit.

- District and classification seniority shall determine layoffs and recalls.
- 3. District seniority shall be considered for promotions in accordance with the procedures set forth in Article 17 of this Agreement.
- Until an employee has completed the probationary period, he/she will have no seniority status.
- 5. The School District shall post a revised seniority list by February 1 of each year. A copy of the seniority list will be given to the Association at the time of the posting. In the event of a tie the lottery system will be used to determine seniority placement on the list, and the member determined to have more seniority will be placed first, and so forth. The lottery will take place in the office of HR with a designated member of the Association present.

### **ARTICLE NINETEEN**

#### LAYOFFS

- 1. In the case of a layoff, bargaining unit members shall be laid off by classification seniority and by district seniority, as set forth below.
- 2. Employees shall be given at least thirty (30) days advance written notice.
- 3. If the Board determines that a layoff is necessary, bargaining unit members shall be laid off in the inverse order of their classification seniority by group (school term or year round). If the person to be laid off has five (5) years or- more of service in the Manchester School District, he/she shall be offered a reassignment in the other group; provided that he/she has more classification seniority than another employee in the same classification in the other group.

The employee who is offered the reassignment shall have five (5) work days to accept by so informing the Superintendent in writing. If the person does not accept the offer, he/she will be laid off in accordance with the provisions of this Article.

- 4. An employee whose position is being abolished shall have the right to replace an employee in a lower classification, provided that the employee has: 1.) previously worked in the lower classification; 2.) has greater District seniority and 3.) has five (5) or more years of service in the Manchester School District. An employee, who has moved to a lower classification in which he/she has previously worked, will be credited with District seniority for the purposes of ascertaining his/her seniority in the lower classification. The displaced bargaining unit member shall have the same reassignment rights. Any bargaining unit member who displaces another member shall be placed in a trial status for six (6) months. The bargaining unit member shall be periodically evaluated to determine whether he/she is performing the job in a satisfactory manner. If the employee does not perform satisfactorily he/she may be terminated. A terminated employee shall have the right to grieve his/her termination in accordance with the Grievance Procedure set forth herein. The terminated employee shall be entitled to severance payments in accordance with the provisions found in Article 20.3, Vacations and 23.6 and 26.8A, Sick Leave.
- 5. Bargaining unit members shall have recall rights in the inverse order of the layoff, provided that the person is qualified for the vacant position. Bargaining unit members shall have recall rights for a period of twenty-four (24) months from the date of layoff.
- Bargaining unit members shall be notified by registered mail, return receipt requested, of a recall notice. The notice shall be sent to the address of record. Employees shall be responsible for notifying the Superintendent of any change of address. Recalled employees will have ten (10) work days from the date of the receipt of the notice to be available to report to work. If the employee does not reply to the notification within ten (10) work days from the receipt of the recall notice, such employee's name shall be removed from the recall list and all recall rights will be forfeited. If the bargaining unit member notifies the Superintendent within the ten (10) day period that he/she accepts the recall but is unable to return to work because of a documented health reason or other sound reasons, the employee shall be passed over but will remain on recall until the end of the twenty-four (24) month recall period. For bargaining unit members that are recalled within 24 months of lay off, accumulated sick time will be restored to pre-laid off status upon recall, without any accrual of days during the laid off period, unless the employee cashed out in accordance with Article 23.6.
- 7. During the time that an employee is laid off, his/her seniority will not accrue; provided however, laid off bargaining unit members will not lose seniority accumulated at the time of the layoff.
- 8. No bargaining unit position will be filled by new hires while there are still eligible bargaining unit members who are laid off and qualified for such positions.

- 9. All seniority rights shall be broken by:
  - a. Discharge
  - b. Voluntary quit
  - c. Failure to respond to a recall or failure to accept a recall as specified in Section 6. above;
  - d. Remaining on recall for more than twenty-four (24) months.

### ARTICLE TWENTY

#### **VACATIONS**

- 1. A. All bargaining unit members, except school term employees and those who work less than one-half time, shall be entitled to paid vacations in accordance with the following schedule:
  - . a. Accrual rate for two (2) calendar weeks begins on the date of hire;
    - b. Accrual rate for three (3) calendar weeks begins at the beginning of five (5) years of continuous service;
    - c. Accrual of four (4) calendar weeks of vacation begins at the beginning of fifteen (15) years of continuous service;
    - d. Accrual of five (5) calendar weeks begins at the beginning of twenty (20) years of continuous service.
  - B. Permanent school term employees shall accrue one (1) paid vacation day each school year which shall be available for use on July 1 following such accrual; provided, however, said employees shall not be permitted to accrue more than two (2) vacation days in any fiscal year (July 1 through June 30). If an employee is denied the use of a vacation day because of increased work demands, that employee may choose to be paid for the lost vacation day. Employees achieving permanent status after July 1, 2003 are eligible for their first paid vacation day on July 1, 2004.
- 2. Vacation credits shall accrue during the first six (6) working months of employment, but an employee shall not be eligible to use such vacation credits until the successful completion of his/her six (6) month probationary period. If an employee leaves or is terminated for any cause during his/her probationary period, he/she shall not have earned any vacation credits and shall not be eligible for payment for any vacation credits. Employees who are initially employed in a full-time temporary status and who are subsequently appointed to a permanent status, without break in service, as determined by the Human Resources Department, shall be allowed credit for the time served in temporary status towards accrual of vacation benefits.
- 3. Vacation pay shall be based upon the employee's regular daily rate of pay. Upon

termination, permanent employees shall be paid for all unused vacation time based upon their then current rate of pay.

- 4. No 52-week employees shall be permitted to accrue in excess of two (2) times his/her annual vacation; i.e. employees who earn ten (10) days of vacation per year shall have no more than twenty (20) days earned vacation to their credit at any one time.
- 5. Absence on account of sickness, injury or disability in excess of leave authorized in other articles may, at the request of the employee and within the discretion of the Superintendent or his/her designee, be charged against earned vacation leave allowance.
- 6. The Superintendent or his/her designee shall schedule vacation leaves with particular regard to seniority of employees, to accord with operating requirements and, insofar as possible, with the request of the employee. Vacation shall be scheduled at the discretion of the Superintendent or his/her designee to provide the least disruption of district services. Each year the Superintendent or his/her designee shall request in writing bargaining unit members' preferences for vacation time. Within thirty (30) days from the return date on the Superintendent's request, a master vacation schedule shall be posted at each work location.

Subject to the school district's operating requirements, 52-week employees may use vacation time in blocks of one hour.

7. In the event that a paid legal holiday as prescribed in Article 21 falls during the week an employee is on vacation, such holiday shall not be charged against the vacation time.

### **ARTICLE TWENTY-ONE**

#### HOLIDAYS

1. All bargaining unit members, except school term employees and those working less than one-half time, shall be paid for the following named holidays:

New Year's Day Washington's Birthday

Martin Luther King, Jr. Day\*

Memorial Day Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

Day Before Thanksgiving

Thanksgiving Day

Day after Thanksgiving

Christmas Day

<sup>\*</sup> Martin Luther King, Jr. Day may be exchanged for the first Monday of April vacation if agreed to by the employee and the Superintendent or his/her designee whose concurrence shall not be withheld unless it would result in disruption of a critical function of the district. In the event that granting the employee's selection would result in disruption of a critical function, management reserves the right to assign an employee(s), who normally perform(s) the function, to work on the holiday. Such assignments will be rotated among

the affected employees only in those years that the critical functions are disrupted.

The Day Before Thanksgiving may be exchanged for Election Day in years when the District is open and students are in session on the Day Before Thanksgiving.

2. Bargaining unit members who are school term employees, except those who work less than one-half time, shall be paid for the following holidays:

New Year's Day

Columbus Day

Washington's Birthday

Veteran's Day

Martin Luther King, Jr. Day

Day Before Thanksgiving

Memorial Day

Thanksgiving Day

Juneteenth

Day after Thanksgiving

Labor Day

Christmas Day

The normal work year for school term employees, including eleven paid holidays, and not including paid vacation days, is two hundred and twelve (212) days.

The Day Before Thanksgiving may be exchanged for Election Day in years when the District is open and students are in session on the Day Before Thanksgiving.

- Eligible employees shall be granted the above holidays in accordance with the school calendar. When a holiday falls on a day when schools are open (floating holidays), eligible employees shall work such holidays and will be granted an equal amount of time off on a date which will not disrupt school operations. In the event that a school term employee's work year extends beyond July 4, that employee will be paid for Independence Day but will only actually work a maximum of two hundred (200) days. An employee whose work year is extended beyond July 4 because he/she owes the School District make-up days will not be paid for Independence Day.
- 4. Any employee shall forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the last day preceding such holiday (or the alternative day under Section 3, above) or the next regular workday following such holiday (or such alternative day).
- 5. All work assigned on a day when a holiday is actually celebrated shall be paid at time and one-half.
- 6. If a holiday falls on a Sunday and is celebrated on Monday or if a holiday falls on a Saturday and is celebrated on Friday, all eligible employees shall be paid for that day.
- 7. Employees shall have the day before Thanksgiving off with pay for the 2021-2022 school year only.

# ARTICLE TWENTY-TWO

#### SICK LEAVE BANK

- 1. The Board agrees to establish a Sick Leave Bank to cover employees in the event of long-term illness. The Sick Leave Bank shall be administered by a Committee hereinafter called the "Administrative Committee", composed of three (3) members of the Association appointed by the President and two (2) administrators appointed by the Superintendent. Each member shall serve one (1) year and until a successor shall be appointed. The Administrative Committee shall meet at least monthly. A majority vote of those present and voting shall decide all questions.
- 2. Employees wishing to be covered agree to donate one (1) sick day in January of each year from their accumulation.
- 3. Members shall become eligible to request extended benefits from the Sick Leave Bank after a severe, incapacitating illness or disability of thirty (30) calendar days, provided they have exhausted all of their accrued sick leave.
- 4. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval of said Administrative Committee, a member may be granted up to thirty (30) days additional days of sick leave. Should a member still be disabled after this time, the member may present the case for review one more time.
- 5. Guidelines for application by members to the Sick Leave Bank shall be determined by the Administrative Committee and published by said Administrative Committee.
- 6. In the event the Board or the Superintendent questions a recipient's eligibility to receive sick leave benefits from the Sick Leave Bank, the Board or the Superintendent may require proof that such recipient is eligible to receive such benefits, as well as a physician's certificate certifying the disability or illness of such recipient.
- 7. The total number of days in the "Bank" shall not exceed two hundred and fifty (250) days. Each January will be a new enrollment period. Employees hired after January 1 of each year shall be eligible to join the Bank within thirty (30) days after the completion of their probationary period, subject to the rules established by the Administrative Committee. All unused days from the previous year will accumulate, but no additional days may be added if the Bank is full.
- 8. All of the days contributed by bargaining unit members who are now, and choose to continue in, the Non-Affiliated Sick Leave Bank will remain in that Bank. Bargaining unit members who are members of the Non-Affiliated Sick Leave Bank may continue to benefit from that Bank, under its rules, until the transition to the MESPA Sick Leave Bank is completed. Decisions of the Non-Affiliated Sick Leave Bank shall not be grievable. Once this Agreement has been signed, each Bargaining Unit member wishing to join the MESPA Sick Leave Bank will donate one (1) sick day from his/her accumulation.
- In no event may the sick bank be allowed to have a negative balance. Notwithstanding any
  provision of this agreement, once the sick bank reaches a zero balance all withdrawals shall

cease until a positive balance is reestablished. No retroactive awards shall be made unless the Association replenishes the sick bank from the days donated during the same fiscal year. Such replenishment shall be limited to a total of twenty-five (25) additional days per fiscal year.

### ARTICLE TWENTY-THREE

#### SICK LEAVE

- 1. A. All permanent employees within the bargaining unit shall be entitled to sick leave with pay after completion of the six (6) working month probationary period following initial employment. Bargaining unit members who are transferred or promoted for another bargaining unit position and have been employed at least thirty (30) days shall not be required to wait 6 months to be eligible for sick leave. Sick leave credit shall accrue during the probationary period, but an employee will not be able to use them until after the first six (6) months of employment. Sick leave shall accrue at the rate of one and one quarter (1 1/4) workdays with pay for each completed month of service. No sick leave benefit will be paid on the basis of time and one-half.
  - B. An employee eligible for paid sick leave may use accrued sick leave for his or her personal illness, injury, or exposure to a contagious disease. An employee eligible for paid sick leave may also use, during each fiscal year (July 1 through June 30), five accrued sick days in the case of illness, injury, or exposure to a contagious disease of a close family member, including but not limited to spouse or domestic partner, parent, child, or ward. In order to use family sick leave as defined above in excess of five accrued sick days during a fiscal year, the employee must apply for and be granted approval in accordance with the Family Medical Leave Act.
- 2. Any unused sick leave credit may be accumulated up to a maximum of one hundred twenty (120) workdays.
- 3. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reasons therefore, as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Superintendent or his designee may require a doctor's certificate before approving sick leave with pay for a period of more than three (3) days on any one period of absence.
- Sick Leave may be used in blocks of one (1) hour for medical appointments.
- 5. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in the amount not smaller than one (1) hour.
- 6. On separation from District service, all sick leave credit shall be canceled, except in the case of paid retirement, duty disability retirement or death while in active service. A maximum of ninety (90) days of accrued sick leave shall be paid to the employee or his/her

beneficiary under such conditions of separation of service, as prescribed by the Board of Mayor and Aldermen. On separation from service other than by retirement, disability retirement or death, any employee with fifteen (15) consecutive years of District service, provided separation is other than by discharge or resignation in lieu of discharge, shall be paid accrued sick leave credits up to sixty (60) days.

- 7. The Superintendent or his/her designee reserves the right to have an independent physician examine any employee at the District's expense, who claims sick leave and who, in the opinion of the Superintendent or his/her designee, is not entitled to sick leave.
- 8. A. Bargaining unit members who use six (6) or less paid sick days during a fiscal year (July 1 through June 30) will receive two (2) incentive leave days with pay during the following fiscal year (July 1 through June 30). An employee must give notice for use of any unused incentive leave days on or before June 1 that are to be used during the month of June. If an employee's elected use of the incentive leave days in June is denied, the employee shall be paid for said day. Incentive days shall not extend vacation days unless approved by the Superintendent
  - B. Bargaining unit members must request the use of an incentive leave day no less than five (5) days prior to the day they wish to take the incentive leave day. A decision will be given within two (2) days from the day requested whether or not such incentive leave day can be used. Incentive leave days will be approved by the Superintendent or his/her designee in order to cause least disruption of the school district operation.

Any employee absent from work on legal holidays, during sick leave, vacation, for disabilities arising from injuries sustained in the course of his/her employment, for all authorized leaves of absence with pay and for authorized leaves of absence without pay for not over ten (10) days in any one calendar year shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were on duty, subject to the maximum limitation herein provided.

- C. School term employees may use incentive leave days in blocks of one-half (1/2) day subject to the request and approval conditions contained in Section 8.B above.
- 9. Each bargaining unit member will be furnished a statement on each payroll stub setting forth the total accumulated sick leave credit.
- 10. The fiscal year from July through June shall be the timeframe to determine accrual of sick leave incentive days set forth in 8. A. above.
- 11. All 52 week bargaining unit members will be entitled to two (2) personal days, which may be taken only on a scheduled work day. With the supervising administrator's recommendation, such day may be prior to or after a paid holiday. Except in the case of an emergency, the bargaining unit member must notify in writing his/her supervising administrator at least twenty-four (24) hours in advance.

12. All 42 week bargaining unit members will be entitled to one (1) personal day, which may be taken only on a scheduled work day for pressing and unavoidable personal business with prior supervising administrator approval., With the supervising administrator's recommendation, such day may be prior to or after a paid holiday. Except in the case of an emergency, the bargaining unit member must notify in writing his/her supervising administrator at least twenty-four (24) hours in advance.

### ARTICLE TWENTY-FOUR

### MATERNITY LEAVE FMLA LEAVE

- 1. Upon application of a bargaining unit member at least sixty (60) days in advance of the commencement of a maternity leave, a maternity leave of absence without pay or other benefits shall be granted to permanent, full-time employees who have been employed at least one (1) year before said application. A maternity leave of absence will commence at the time recommended by the employee's attending physician and to extend for a period not to exceed six (6) months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with these provisions shall fail to return to work upon the expiration of such leave of absence, that employee shall be deemed to have voluntarily terminated her employment, unless she has been certified by her physician as being physically unable to perform her duties.
- 2. A bargaining unit member shall be entitled to draw accumulated sick leave benefits with pay for a period not to exceed sixty (60) work days from the date of her confinement or the birth of her child, during which time the employee is certified as being unable to perform her regular duties, as certified by a medical certificate from her attending physician every thirty (30) days. Requests for such sick leave benefits must be submitted in writing to the Superintendent or his/her designee no later than thirty (30) days after the date of confinement in order to be eligible for sick leave benefits.
- 3. Extensions of the thirty (30) day paid sick leave benefits may be made by the Superintendent or his/her designee if circumstances warrant.
- 4. When on an unpaid maternity leave of absence, an employee shall not forfeit seniority earned prior to the commencement of the leave, nor benefits accrued prior to the commencement of the leave.

# ARTICLE TWENTY-FIVE

#### MILITARY LEAVE

1. Any permanent employee in the bargaining unit who is a member of any reserve component of the Armed Forces of the United States or of this State shall, upon written

request to the Superintendent or his/her designee, be entitled to not more than fifteen (15) consecutive calendar days of leave of absence in any one twelve (12) month period for the purpose of engaging in military drill, training, or other temporary duty under military or naval authority. Said employee shall be paid the difference between the regular pay he/she would otherwise have earned and the payment received for military reserve training; provided, however, that in no case shall the salary exceed two customary work weeks' salary of the employee affected.

- 2. Exceptions for permanent employees in the bargaining unit to the consecutive calendar days military leave of absence required above may be authorized by the Superintendent or his/her designee and the Human Resources Director and as approved annually by the Personnel Committee and Finance Committee of the Board of Mayor and Aldermen; provided, that in no case shall the total military absence exceed fifteen (15) calendar days in any one twelve (12) month period. In such cases, said employees shall be paid the difference between the regular pay he/she would have otherwise have earned and the payment received for military reserve training; provided, however, that in no case shall the salary paid exceed a total of ten (10) customary work days salary of the bargaining unit members concerned.
- 3. The above provisions do not apply to weekend military training or duty commitments or to the mobilization of military reserve or National Guard units to support local or state emergency activities.
- 4. In no case shall any permanent employee in the bargaining unit be entitled to more than fifteen (15) calendar days of absences in any twelve (12) month period or in no case shall the salary paid exceed any twelve (12) month period. In cases where the military reserve training pay exceeds said employee's customary salary, no additional payments shall be made by the Board.
- 5. Reemployment and rights of permanent employees in the bargaining unit shall be in accordance with the provisions of the Veteran's Reemployment Rights Statute or other applicable statutes.

### ARTICLE TWENTY-SIX

#### **JURY DUTY**

- 1. Any bargaining unit member who is called for jury duty shall notify the Superintendent or his/her designee within five (5) work days after being summoned to appear for jury duty. Notification to the Superintendent or his/her designee must be made in advance of the jury duty assignment with supporting documentation. Upon proper notification, the employee called will be paid the difference between the fee received for jury duty and the amount of straight time earning lost by reason of the jury duty. Satisfactory evidence of actual jury duty must be submitted to the Superintendent or his/her designee.
- 2. Bargaining unit members who are excused from jury duty for a day or days shall be

responsible to report to their assignment. Employees, serving as jurors in the courts of Rockingham, Merrimack or Hillsborough Counties shall, if there are more than two (2) hours remaining in the normal work day, be responsible to report to their work site as soon as possible after being released. Failure to report will disqualify the employee from the District's Jury Duty Leave payment. In this case, the employee will retain the daily stipend paid by the Court in which the employee serves as a juror.

### ARTICLE TWENTY-SEVEN

### BEREAVEMENT LEAVE

- 1. Five (5) days of paid leave because of death in the immediate family of the bargaining unit member, provided however, that two (2) of these days may be reserved for dealing with matters arising out of settling the decedent's estate to be used at any time with at least five (5) days notice. Immediate family members is hereby defined to mean spouse, parents, children, siblings, including in-laws, son-in-law or daughter-in-law, mother-in-law or father-in-law, or a blood relative or ward residing in the same house. In addition to the leave of absence provided for the immediate family as defined herein, the bargaining unit member is entitled to one (1) day of paid leave to attend the funeral of a relative not listed in the preceding sentence. No distinction would be made between blood and step relatives.
- 2. Under extenuating circumstances, two (2) additional days with pay may be granted with the written approval of the Superintendent or his/her designee; such days to be charged to the bargaining unit member's accrued sick leave.
- Under no circumstances shall Bereavement Leave be paid on an overtime basis.

# ARTICLE TWENTY-EIGHT

#### **INSURANCE**

The Board agrees to provide Hospital/Medical Insurance coverage as set forth below:

- A.1 The District shall pay an amount equal to eighty five percent (85%) of the monthly premium of the BCBS Lumenos HSA Plan, which description is attached hereto and shall include a \$2000/\$4000 plan year deductible towards any eligible plan. Employees hired on or after January 1, 2022, may only enroll in the BCBS Lumenos HSA Plan. Employees that don't qualify for the BCBS Lumenos Plan by the rules of the Internal Revenue Service may enroll in the BCBS Site of Service \$1,500 deductible plan until such time as they qualify for the BCBS Lumenos HSA Plan.
- A.2. For employees hired prior to January 1, 2022, the Board agrees to offer the following "optional" Hospital/Medical Insurance coverage:
  - a. BC/BS POS Site of Service \$1,500.00 deductible as attached.

- b. BC/BS HMO Site of Service \$1,500.00 deductible as attached.
- c. BC/BS HMO Site of Service \$250 Access Blue New England as attached.

The District shall pay eighty five percent (85.0%) of the monthly premium or eighty five percent (85.0%) of the Lumenos HSA plan premium, whichever is less, towards the above referenced optional plans for all employees whose anticipated annual income is less than \$60,000 per year. For employees whose anticipated annual income is \$60,000 or greater, the District shall pay eighty two and one half percent (82.5%) of the monthly premiums or 85% of the monthly premium of the Lumenos HSAplan, whichever is less, towards the above referenced optional plans.

- B.1. For those employees electing to take the BCBS Lumenos HSA Plan specified above, they shall receive from the District annually \$1,500 for those on the Single Plan and \$3,000 for those on the Two-Person or Family Plan that shall be deposited into the individual's Health Savings Account (HSA). Said contributions and funds shall be governed by the applicable federal law. Half of the District's annual contribution amount shall be deposited in the HSA at the beginning of the plan year with the second half being deposited over the following five months. Provided however, if the employee experiences a catastrophic illness during the plan year that results in the employee incurring medical bills that exceed the amount of the funds then in the HSA, upon presentation of an explanation of benefits form, the District shall contribute additional funds up to the maximum annual contribution by the District.
- 2. The Board shall provide all bargaining unit members a Northeast Delta Dental plan equivalent to the plan provided to City of Manchester municipal employees. Coverage shall be in accordance with Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix C attached hereto and made part of this Agreement. The Board shall pay eighty (80) percent of the monthly premium for the coverage selected by each employee, and each employee shall pay twenty (20) percent of the cost.

The annual maximum dental allowance shall be \$1,500.

- 3. Effective upon the date of ratification, the Board will provide for the payment of a death benefit of an amount equal to the employee's last yearly base pay, not to exceed Fifty Thousand (\$50,000) Dollars to the named beneficiary or estate of any bargaining unit member who dies from any cause while employed by the City or who dies within sixty (60) calendar days after retirement or resignation for health reasons. The Board reserves the right to obtain insurance coverage for the above amounts, and reserves the right to select the insurance company. The benefit shall be paid in one lump sum.
- 4. Effective on the date of ratification, the School District will pay one thousand five hundred dollars (\$1,500.00), per plan year (July 1 through June 30), prorated for non-enrollment of less than one plan year, to any bargaining unit member who terminates his/her existing health insurance coverage under the School District's or City's plan and who also provides satisfactory evidence that he/she has valid alternative health insurance coverage elsewhere.

This amount shall be paid annually, no later than July 15, as long as the bargaining unit member, who previously terminated health insurance coverage, declines to reenroll. If an employee selects this option, he/she shall not be entitled to reenroll except during the next annual open enrollment period.

#### ARTICLE TWENTY-NINE

#### RETIREMENT

All bargaining unit members shall be covered under the City of Manchester Contributory Retirement System if they are eligible under applicable state law and the rules of the retirement system as they may be changed from time to time.

Retirement Supplement: Bargaining unit members hired prior to January 1, 2022, with twenty (20) years of service with the school district shall receive a six thousand dollar (\$6,000.00) lump sum supplement upon paid retirement, provided that they give at least two (2) months notice of their retirement. Employees hired on or after January 1, 2022, will only be eligible to receive five thousand dollars (\$5,000.00) under the same terms and condition set forth above.

#### ARTICLE THIRTY

#### COMPENSATION

- 1. Effective July 1, 2024, employees will receive an across the board increase of 6 % per hour plus step for those eligible in accordance with paragraph 2 below and Appendix B.
- 2. Effective July 1, 2025, employees will receive an across the board increase of 3.5% per hour plus step for those eligible in accordance with paragraph 2 below and Appendix B.
- 3. Effective July 1, 2026, employees will receive an across the board increase of 3% per hour plus step for those eligible in accordance with paragraph 2 below and Appendix B.
- 2. Employees will receive a step increase on their anniversary date of current position. This step increase will be considered a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step M on the included pay matrix.
- 3. The longevity waiting periods for employee shall be 10-15-20-25-30-35-40 and 45 years of service. An increase of three percent (3%) will take effect on the employee's anniversary date of employment. Employees hired on or after January 1, 2022, shall not be entitled to the five (5) year longevity increase.
- 4. All bargaining unit members hired to work beyond their normal work year as specified in Article 12 of this Agreement, shall be paid at their hourly rate as set forth in Appendix B

- and shall receive pro-rata fringe benefits for sick leave and vacation leave accumulation for each full work month beyond their normal work year, except for insurance premiums, which shall be the same as fifty-two (52) week employees.
- 5. Bargaining unit members shall be paid at one and one-half (I½) times their regular rate for any hours worked beyond forty (40) hours per week. Bargaining unit members whose normal work day is eight (8) hours, except the Video Technicians, shall be paid one and one-half (1½) times their regular rate of compensatory time any hours worked beyond eight (8) hours per day. Bargaining unit members whose normal workday is seven (7) hours shall be paid one and one-half (1½) times their regular rate or compensatory time for any hours worked beyond eight (8) hours per day. An employee shall not be paid both daily and weekly overtime for the same hours worked. Overtime must be authorized by the Superintendent or his/her designee.
- 6. Compensatory time at the employee's choice in lieu of a straight payment shall be at time and one-half the bargaining unit member's hourly rate. Such compensatory time shall be used only to compensate bargaining unit members who are on a thirty-five (35) hour normal work week and work more than seven (7) hours per day or more than thirty-five (35) hours per week, but not over forty (40) hours per week. All overtime worked beyond forty (40) hours per week shall be paid at time and one-half the bargaining unit member's hourly rate.
- 7. A bargaining unit member who has left his/her normal place of work for his/her residence and is called back for emergency or overtime work shall be paid the overtime rate for said time worked for a minimum of three (3) hours, provided that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime work without an additional minimum three (3) hour work guarantee.
- 8. Bargaining unit members required to use their own vehicles for District business shall be reimbursed at the IRS approved mileage rate in effect at the time.
- 9. Any employee specifically assigned by the building principal to provide formal training to a newly hired or transferred unit employee shall receive a stipend of \$25 per day for any exempt employee or an additional \$3.00/hr for nonexempt employee. Nothing herein shall create an obligation to provide formal training to any newly hired or transferred unit employee if the administration concludes that on the job experience will be sufficient. Routine day to day guidance, direction or assistance provided by one employee to another shall not constitute "formal training" for the purposes of the article.

## ARTICLE THIRTY-ONE

#### GENERAL PROVISIONS

1. The parties do hereby recognize that in an effort to complete an agreement many issues

- were withdrawn by each of them. Accordingly, it is and hereby is agreed that said issues were withdrawn without prejudice whatsoever during the term of this Agreement.
- 2. This instrument constitutes the entire agreement between the parties hereto and may not be modified in whole or in part except in writing duly executed by the parties.
- 3. If any provision of this Agreement or application thereof is found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 4. Copies of this Agreement shall be made available to members in electronic form.

### ARTICLE THIRTY-TWO

#### **CALENDAR**

With the permission of their supervisor, 42 week school term employees may do the following in order to make up five (5) work days due to the school district moving from a "days" to an "hours" based calendar for students.

- 1. Return up to three (3) weeks prior to the student start date, versus the required two (2) weeks under the days based calendar.
- 2. Lengthening the work day by no more than one (1) hour for 35 hour a week employees. Notwithstanding, employees that work less than 40 hours per week may not work more than 40 hours in a week.
- 3. Forty (40) hour a week school term employees may work during a vacation period if an administrator or an Administrative Service Manager will be in the building.
- 4. If a school term employee is making up a work day, the lunch hour may NOT be used to make up time.
- 5. Working the required days at the end of the normal school year. The days may extend beyond June 30.
- 6. Administrative Assistants may choose to not make up their 200 days if the required end of the year work is done. The administrator must sign off that the required work has been completed for this option. In all cases, a time sheet must be turned into Payroll when hours have been accrued for payment of a make-up day: seven (7) or eight (8) hours. The timesheet must indicate the time is make-up time.

For the Board of School Committee:

### ARTICLE THIRTY-THREE

### **DURATION**

The provisions of this Agreement shall be effective as of July 1, 2024 unless otherwise agreed by the parties, and shall continue in full force and effect through June 30,2027. Each year thereafter, the Agreement shall automatically renew itself unless by December 1, 2026, or by December 1 of any succeeding year, either party gives written notice to the other party of its desire to modify or terminate the Agreement.

The persons whose signatures appear below certify that they are authorized representatives of the parties for the purpose of executing this Agreement.

By: Office Clay	_	Date: 12/29/23
By: Jang O'bonnell	<b>'</b>	Date: 1/2/24
Witnessed by:		Date: 1/2/2024
For the Manchester Educational Suppo	 ort Personnel Associati	
By: andreabley	President	Date: 1.3-24
By: Morat by Pullisock	,	Date: 61-63-24
Witnessed by:	X	Date: //3/24
WINICOOKI OJ	<del>'X 1</del>	<del></del>

### MEMORANDUM OF UNDERSTANDING

### Workload/Workflow and the Fair Labor Standards Act

The Board and the Association will jointly appoint a committee to study the workload and workflow of the clerical staff. The committee shall issue its report with recommendations, which comport with the requirements of the Fair Labor Standards Act no later than November, 1, 2022. If agreed upon by the parties, the recommendations will be included in the CBA. The Committee shall not exceed six (6) individuals equally divided between labor and management.

The Parties agree that the longevity pay scale has been corrected to reflect the 3% increment required by the contract.

# APPENDIX A

# GRIEVANCE FORM

Manchester Education Support Personnel Association

# Grievance Form

Name of Complainant:  Date of Filing:  Home Address:  Number of years as a school employee:  Home Telephone:  Position Held:
Name of Work Location and Address:
Immediate Supervisor:
Grievance Representative:
Meeting with Immediate Supervisor:
Held on:
Result:
Provision(s) of Master Agreement Allegedly Violated:
Known: Statement of Grievance: (Explain what happened. The statement should include if when it occurred, who caused it, and where it happened. Also, explain your loss and injury.)
Action Requested (Set forth the remedy sought.)
Signature of the Complainant

### APPENDIX B

#### Memorandum

To:

All Principals, Directors, and Coordinator

From:

Catherine M Hamblett, Assistant Superintendent for Elementary

Date:

January 12, 2004

Re:

MESPA Achievement Step Plans and Revised Evaluation Process

In my role as the district administrative liaison to MESPA, I would like to inform you of recent changes in the MESPA contract. The evaluation process has been revised and there is a new opportunity for MESPA members to complete a professional development plan to become eligible for a half step increase in salary. Please refer to the attached copies of the relevant explanation in the new MESPA contract.

I have also included for your use blank copies of the Achievement Step Plan and the new evaluation form. MESPA employees will continue to be evaluated on tehri anniversary date of current position. Participation in the MESPA Achievement Step Plan for professional development is voluntary. For the 2003-2004, Achievement Step plans are to be submitted to the personnel office by February 12<sup>th</sup>. In addition, for the 2003-2004 activities completed between Just 1 and February 12 may be included.

Cc:

Christine Hagen, Personnel Director Tom Adams, Executive Director MESPA Cabinet

### Correction to Appendix E (April 2008)

Appendix E contains a memorandum, dated January 12, 2004, regarding MESPA Achievement Step Plans and Revised Evaluation Process. That memorandum, among other things, refers to opportunities for MESPA bargaining unit members to complete a professional development plan and thereby become eligible for a "half step increase in salary." The word "step" was used in error. The intent of Appendix E is to provide for opportunities for employees to be eligible for a "half grade increase in salary." The intermediate hourly pay grades contained in Appendix F as 13A, 14A, and 15A, etc. are used for the purpose of awarding pay increases for which employees become eligible.

### APPENDIX C

# JOB TITLES, PAY GRADES, AND WAGE SCHEDULES

IOB TITLE	PAY GRADE
Accountant I	16
Accounting Technician	14
Administrative Assistant II	13
Administrative Assistant III	14
Administrative Services Manager	16
Athletics Operations Assistant	16
Computer Operator II	14
Hardware Service Technician	22
Information Systems Support Specialist	19
MCTV Operations Specialist	15
Micro Computing/Networking Manager	23
Network Services Coordinator	22
Operations Assistant	13
Payroll Coordinator	17
Printshop Manager	13
School Equipment Operations Manager	17
School Video Technician	19

### ACHIEVEMENT STEPS

Eligibility for an A-Step is based on the completion of a pre-planned schedule of learning activities (workshops, courses, etc.) that enhance an employee's ability, knowledge, and skill sets above the minimum education requirements needed in his/her current position. Using the school district's goals as well as workplace goals as a guide, an employee may present a plan to his or her supervisor for approval. The plan will include a timetable (usually more than one year) for completion and a method to demonstrate increased ability, skill, and/or knowledge. This can include certification, diploma, a portfolio, grade report, demonstrations, or other method. The plan shall include the following components:

- Ten hours of community service
- Forty hours (CEU continuing education units) of job-related staff development that adds value to the work performed

Once a person has successfully completed the plan he/she will receive an A-Step. Pay adjustments will be made September I and February 12, provided, the appropriate documentation is submitted at least 30 days prior to the aforementioned dates.

### Amendment:

All MESPA employees choosing to enter A-Step plans for 2003-2004: Please submit completed plan to Personnel by February.

# MESPA SUPPORT STAFF HOURLY WAGE SCHEDULES:

See next page

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13		20.52	21.01	21.54	22.07	22.63	23.19	23.78	24.39	25.01	25.66	26.32	27.00	27.81	28.64	29.50	30.39	31.30	32.24	33,20
13A		21.09	21.62	22.19	22.72	23.29	23.88	24.50	25.11	25.77	26.43	27.11	27.81	28.65	29.51	30.39	31.31	32.24	33.21	34.21
14		21.71	22.24	22.79	23.35	23.96	24.56	25.19	25.84	26.51	27.20	27.89	28.62	29.48	30.36	31.27	32.21	33.18	34.17	35.20
144	21.77	22.32	22.89	23.47	24.06	24.67	25.30	25.95	26.62	27.28	28.02	28.74	29.49	30.37	31.29	32.22	33.19	34.19	35.21	36.27
15		22.95	23.54	24.14	24.76	25.39	26.02	26.69	27.39	28.10	28.84	29.58	30.36	31.27	32.21	33.17	34.17	35.19	36.25	37.34
15A		23.63	24.23	24.86	25.49	26.14	26.82	27.52	28.24	28.96	29.73	30.52	31.31	32.25	33.22	34.22	35.24	36.30	37.39	ñ
16	23.70	24.31	24.93	25.56	26.22	26.89	27.60	28.31	29.05	29.82	30.62	31.41	32.25	33.21	34.21	35.24	36.29	37.38	38.50	39.66
16A		25.01	25.66	26.32	27.02	27.72	28.45	29.19	29.98	30.74	31.56	32.41	33.25	34.25	35.28	36.34	37.43	38,55	39.70	40.90
1		25.76	26.42	27.10	27.80	28.52	29.28	30.04	30.82	31.64	32.48	33.33	34.25	35.28	36.33	37.42	38.55	39.70	40.89	4;
17A	25.85	26.52	27.21	27.91	28.63	29.40	30.15	30.94	31.78	32.61	33.52	34.39	35.31	36.37	37.46	38.58	39.74	40.93	42.16	43.43
78		27.27	27.99	28.72	29.48	30.25	31.06	31.88	32.72	33.62	34.51	35.46	36.44	37.54	38.66	39.82	41.02	42.25	43.51	4
18A	ļ	28.11	28.85	29.60	30.37	31.20	32.01	32.87	33.75	34.63	35.57	36.54	37.51	38.64	39.80	40.99	42.22	43.49	44.79	46.14
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494	29.09	29.84	30.64	31 43	32.27	33.13	33,99	34.93	35.84	36.82	37.83	38.85	39.89	41.08	42.32	43.59	44.89	46.24	47.63	4
20		30.71	31.52	32.39	33.23	34.14		36.01	36,95	37.97	38.98	40.05	41.13	42.36	43.63	44.94	46.29	47.68	49.11	50.58
20A		31.69	32.52	33.37	34.28	35.18	36.15	37.12	38.11	39.17	40.21	41.31	42.43	43.70	45.02	46.37	47.76	49.19	50.67	52.19
2	31.77	32.61	33.51	34.38	35.29	36.25	37.24	38.23	39.27	40.34	41.45	42.58	43.75	45,06	46.41	47.80	49.24	50.71	52.24	
21A		33.66	34.53	35.48	36.41	37.42	38.43	39.45	40.55	41.64	42.78	43.96	45.18	46.53	47.93	49.37	50,85	52.37	23.94	
3	L	34.62	35.56	36.53	37.50	38.53	39.57	40.64	41.75	42.90	44.07	45.28	46.54	47.94	49.38	50.86	52.39	53.96	55.58	57.24
22▲		35.71	36.70	37.67	38.70	39.76	40.83	41.94	43.09	44.27	45.48	46.74	48.05	49.49	50.98	52.51	54.08	55.70	57.37	_
23		36.80	37.81	38.83	39.87	40.98	42.08	43.24	44.44	45,64	46.91	48.18	49.54	51.03	52.56	54.14	55.76	57.44	59.16	_
234		37.97	38.98	40.06	41.14	42.28	43.43	44.62	45.85	47.12	48.41	49.78	51.13	52.67	54.25	55.88	57.55	59.28	61.06	62.89

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4		1		34.15	35.03	36.00	36.94	37.96	38.96	40.03	41.23	42.47	43.75	45.06	46.41	47.80	49.24
1				35.18	36.15	37.09	38.11	39.16	40.21	41.28	42.52	43.80	45,11	46.47	47.86	49.30	50.77
1				36.26	37.27	38.24	39.30	40.34	41.45	42.57	43.84	45.16	46.51	47.91	49.35	50.83	52.35
	1	1	ĺ	37.41	38.42	39.44	40.54	41.61	42.75	43.92	45.23	46.59	47.99	49.43	50.91	52.44	54.01
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1				39.77	40.83	41.96	43.09	44.28	45.50	46.76	48.16	49.61	51.09	52.63	54.21	55.83	57.5
35.83	37 81	38.82	39.88	40.95	42.06	43.21	44.40	45.62	46.87	48.17	49.62	51.11	52.64	54.22	55.85	57.52	59.25
1	1		1	42.26	43.41	44.60	45.81	47.08	48.37	49.73	51.22	52.76	54.34	55.97	57.65	59.38	61.16
38.09	1		42.41	43.55	44.75	45.99	47.24	48.55	49.86	51.28	52.82	54.40	56.03	57.71	59.45	61.23	63.0
1	41.46	<u></u>		44.95		47.45	48.77	50.10	51.52	52.92	54.51	56.15	57.83	59.57	61.35	63.19	62.03

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13.6	21 94	22.49	23.05	23.65	24.22	24.83	25.46	26.11	26.77	27.47	28.17	28.91	29.65	30,54	31.46	32.40	33,37	1	35.41	ĝ
2	20 53	23.14	23.71	24.30	24.89	25.54	26.18	26.85	27.55	28.26	29.00	29.73	30.51	31.43	32.37	33.34	34.34		36.43	37.52
477	10.00	23.80	24.40	25.02	25.65	26.30	26.97	27.66	28.37	29.09	29.87	30.63	31.44	32,38	33.35	34.35	35.38	36.44		38
į į	23.85	24.46	25.10	25.73	26.40	27.06	27.74	28.45	29.20	29.96	30.75	31.54	32.36	33.33	34.33	35.36			$\perp$	39.80
15.0	24 50	25.19	25.83	26.50	27.18	27.87	28.59	29.34	30.10	30.87	31.70	32.53	33,38	34.38	35.41	36.48	1			41.
5	25.97	25.01	26.58	27.24	27.96	28.67	29.43	30.18	30.97	31.79	32.65	33.48	34.37	35.41	36.47	37.56	38.69	_	41.05	42
707	25.00	28.85	27 3B	28 06	28.80	29.55	30.33	31.12	31.96	32.77	33.64	34.56	35.45	36.51	37.61	38.74		41.09		43
4	20,02	27.46	28.16	28.89	29.64	30.41	31.21	32.02	32.86	33,73	34.62	35.53	36.51	37.61	38.73	39.90			43.60	44.90
474	27.56	28.27	29 BJ	29.75	30.52	31.35	32.14	32.99	33.88	34.76	35.73	36.66	37.64	38.77	39.93	41.13		_	_	46.29
Ç 9	20.00	20.08	20.84	30.61	31.43	32.25	33.11	33.99	34.88	35.84	36.79	37.80	38,85	40.02	41.22	42.45	43.73	45.04	46.39	
2 4	20.00	20.02	20.76	31 56	32.37	33.26	34.13	35.04	35.98	36.92	37.92	38.95	39.99	<u></u> .	42.43	43.70		_		
<u>د</u>	79.00	20.05	24.00	20.54	32.36	34.23	35.18	36.08	37.08	38.05	39.10	40.13	41.23	42.47	43.75	45.06	46.41			
2	30.03	20.00	00.10	10.20	3, 40	25.34	26.24	37.23	38.24	39.26	40.33	4141	42.52	L	45.11	46.47	47.86	49.30	50.77	52,30
<b>4</b>	31.01	31.81	32.01	20.00	24.40	2000	20.54	20000	02.05	SP CP	A1 55	42.69	43.84	45.16	<u> </u>	47.91	_		L	
2	31.90	32.74	33.61	34.53	35.43	30.40	07.30	20,03	03.00	21.7	3		45 99	46.50	L	10 43	50 03	F2 44		L
20A	32.89	33.79	34.67	35.57	36.54	37.51	38.53	39.5/	40.62	41.75	42.80	44.04	40.23	40.03	1	20.00	_	1	<u> </u>	£7.38
27	33.87	34.76	35,72	36.65	37.62	38.65	39.70	40.76	41.87	43.01	44.18	45.39	40.04		_	30.30	1	_	_	_
21A	34.91	35.88	36.82	37.82	38.82	39.89	40.96	42.06	43.22	44.39	45.61	46.86	48.16	_	50.10	22.03	1		1	
3	35.97	36.91	37.91	38.94	39.98	41.08	42.18	43.32	44.51	45.73	46.99	48.27	49.62	_ <u>}</u>	52.64	34.22	_	1	<u> </u>	.
326	37 11	38.07	39 12	40.16	41.26	42.39	43.53	44.71	45.94	47.19	48.49		51.22	4	54.34	55.97	_	_		_
1 2	38.16	39.23	40.31	41.39	42.50	_	44.86	46.09	47.37	48.66	20.00		52.82		56,03	57.71	1	_	63.07	64.90
27.6	30.30	40 48	41.55	42.70	43.86	45.08	46.30	47.56	48.87	50.23	51.61	53.07	54.51	56.15	56.76	29.57	01.30	00.13		_

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### APPENDIX D

### MESPA EMPLOYEE EVALUATION FORM

Overview: The following core attribute consists of behaviors and characteristics common to highly productive and successful employees. These core attributes are essential to effective performance. Use of this evaluation must include reviewing core attributes as well as identifying, defining, and reviewing attributes which are job specific. Identified job attributes should be listed on the evaluation form at the initial evaluation conference with the immediate supervisor. The immediate supervisor is the person for whom work is being performed.

Instructions: Review each core attribute based on employee performance during the last twelve-month period. Review each identified job specific attribute based upon employee job description and employee performance. The supervisor's rating must be justified by facts. If there is "opportunity for further development," supervisors must provide concise supporting comments suggesting improvements that will help the employee become more successful. Supervisors are also encouraged to make positive comments on quality performance. Remember: it is possible to have high quality and still suggest further development.

**Employee's Comments:** 

	<b>.</b>
Employee's Signature:	Date:
Any employee who is dissatisfied with their rattached to this evaluation. They may also recommediate Supervisor's Comments:	ating may make a written statement that will be quest a meeting with the principal or the supervisor.
Supervisor's Signature:	Date:
Principal/District Supervisor's Signature:	
Date:	

Employee's Name:	_				
Position:	_				
Evaluation Date:	_		n i minice	ST 300 TO	
	Constant of		RATINGS	122.0	0
CORE ATTRIBUTES	Exceptional Performance	Demonstrates Quality Performance	Opportunity to Further Develop	Unsatisfactory	Not Applicable
Commitment to standards and Quality					
Demonstrates accuracy and quality work					
Judgment     Demonstrates decision-making and problem solving; common sense and logical decisions					
Professional Demeanor and Integrity     Demonstrates professionalism and dedication     in the workplace					
Public Relations     Communicates effectively with internal and external contacts					
5. Attendance and Punctuality Reliable; timely; punctual					
6. Efficient and Organized  Demonstrates good use of time and resources;  Multi-tasking abilities; time management;  organization					
7. Flexible/Adaptable  Works well with others; adjusts to changing work requirements; accepts new methods and ideas					
8. Dependable, with good work ethic and initiative Self-starter; sees job through to conclusion; works well without direction in the absence					

### MESPA EMPLOYEE EVALUATION FORM

Employee's Name:	
Position:	
Evaluation Date:	

		RATIRES		
Exceptional Performance	Demonstrates Quality Performance	Opportunity to Further Develop	Unsatisfactory	Not Applicable
			<u></u>	
,				·
			·	
	Exceptional Performance	Exceptional Performance Demonstrates Quality Performance	Exceptional Performance  Demonstrates  Quality Performance  Quality Performance  Copportunity  to Further  Develop	

BC/8\$ HMO \$250



# Access Blue New England

## Cost Sharing Schedule

This Cost Sharing Schedule is an important part of your Subscriber Certificate. Please keep this schedule with your Certificate, because it contains important information about coverage and limitations.

Cost Sharing Summary	YOUR COST* Benefits are limited to the Maximum Allowable Benefit
Visit Copayment Applies each time you visit your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist	\$20 per visit
Specialty Visit Copayment Applies each time you visit a specialist who is not your Primary Care Provider (PCP) or Network obstetrics/gynecological specialist. This Copayment also applies each time you visit a Network Provider at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	\$30 per visit
Urgent Care Facility Copayment Applies each time you visit a licensed hospital's urgent care facility in the Network for diagnosis, care and treatment of Illness or injury.	S50 per visit
Emergency Room Copayment	\$100 per visit
Inpatient Copayment	\$250 per admission
Outpatient Surgery Copayment	\$250 per admission
Inpatient Copayment and Outpatient Surgery Copayment (combined) Maximum	5250 per Member, per Contract Year \$500 per family, per Contract Year
Out-of-Pocket Limit The Out-of-Pocket Limit includes all Copsyments you pay during a Contract Year. It does not include your premium, amounts over the Maximum Allowable Benefit, or charges for noncovered services.	\$6,350 per Member, per Contract Year \$12,700 per family, per Contract Year
Once the Out-of-Pocket Limit is satisfied, you will not have to pay additional Copayments for the rest of the Contract Year.	
Pharmacy Benefit Cost Sharing You may purchase up to a 90-day supply of a covered prescription drug at a quantity is ordered by your physician and the drug does not require Present  You pay one Copayment for each prescription filled (or refilled) u  At a retail pharmacy, you pay two Copayments for a supply of 31  At a mail order pharmacy, you pay two Copayments for a 31 to 90 Please see your Pharmacy Rider for complete information about your share	p to a 30-day supply. to 60 days and three Copayments for supplies of 61 to 90 days.
At a Reiail Pharmacy or by Mail Order:	Your Cost
Tier I Prescription Drug Copayment Tier 2 Prescription Drug Copayment Tier 3 Prescription Drug Copayment	\$10 \$30 \$50 \$50

\*Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

The following is an outline of your coverage. Do not rely on this outline alone. Please read your Subscriber Certificate carefully, because important terms and limitations apply.

Coverage Outline	Your Cost*
Aedical/Surgical Care	
I, Inputient Services	
in a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	
In a Skilled Nursing Facility (Facility charges) - Up to 100 Inpatient days per Member, per Calendar Year	Inpatient Copsyment per admission
In a Physical Rehabilitation Facility (Facility charges) - Up to 100 Inpatient days per Member, per Calendar Year	
Inpatient Physician and Professional Services Such as physician visits, consultations, surgery, anesthesis, delivery of a baby, therapy, laboratory and x-ray tests	You pay 50
(For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of inpatient days stated above.)	
II. Outpatient Services	
Preventive Care	
Preventive care and screenings as required by law including, but not limited to:	
Immunizations for babies, children and adults	
Cancer screenings such as mammograms and pap amears, routine colonoscopy and sigmoidoscopy screening including fecal occult blood tests, barram enems, and related prep kit and CT colonography (as appropriate)	
Routine physical exams for bebies, children and adults, including an annual gynecological exam	You pay \$0
Routine hearing and vision screenings and other preventive care and screenings for infants, children, adolescents and women as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration	
Lead screening and any other screening with an "A" or "B" rating from the United States Preventive Services Task Force including, but not limited to: screenings for breast cancer, cervical cancer, colorectal cancer, high blood pressure, typa 2 diabetes mellitus, cholesterol, child and adult obesity	
Outpatient/office contraceptive services as required by law	
Nutrition counseling including nutrition counseling for eating disorders	
Other preventive care: Travel and rabics immunizations	You pay \$0
Prostatic specific antigen (PSA) screening Routine hearing exams	You pay \$0

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge,

Coverage Outline	Your Cost*	
Diher preventive care (continued)		
Routine vision exams. One exam each Contract Year for Members 18 years old and counger; One exam every two Contract Years for Members 19 years old and older	You pay \$0	
Prescription Eyewear - Anthem covers \$100 per Member every other Contract Year oward the cost of prescription eyewear (frames, lenses and contact lenses).	You pay any amount that exceeds Anthem's \$100 allowance.	
Diabetes management program	You pay \$0	
Medical/Surgical Care in a Physician's Office (in addition to the Preventive Care ab	ove)	
dedical exams, consultations, office surgery and anesthesia, medical treatments, elemedicine visits and Network Provider services at a Network Walk-in Center	Visit Copayment or Specialty Visit Copayment	
njections (including allergy injections)		
aboratory and x-ray tests (including allergy testing and ultrasound)	94au 50	
MRI, CT Scan, chemotherapy, medical supplies and drugs	You pay 50	
Contraceptive drugs and devices that must be administered in a provider's office (such is IUDs)	N	
Afficiality care threaten and hombarrane and	You pay no Visit Copayment or Specialty Visit Copayment for prenatal or postpartum office	
Please see your Subscriber Certificate for information about total maternity care.	visits. Your share of the cost for delivery of a baby is the same as shown for "Impatient Services" (above) and "Outpatient Facility Car (below).	
Outpatient Facility Care in the Outpatient Department of a Hospital, Ambalatory S Birthing Center (in addition to the Preventive Care above)		
Medical exams and consultations by a physician and telemedicine visits	Visit Copayment or Specialty Visit Copaymen	
Operating room for surgery or delivery of a baby	Outpatient Surgery Copayment per admission	
Physician and professional services: surgery, anesthesia, delivery of a baby or management of therapy		
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRI, CT Scan,	You pay \$0	
Facility charges, medical supplies, drugs, other ancillaries, observation		
Laboratory and x-ray tests (including ukrasounds)		
Emergency Room Visits and Urgent Care Facility Visits	Emergency Room Copayment*	
Use of the emergency room at a Network or Out-of-Network* Hospital (The Copsyment is waived if you are admitted)	Emagency Koom Copayment	
<ul> <li>Emergency room physician's fee, surgery, laboratory and x-ray tests, MRI, CT Scan, medical supplies and drugs</li> </ul>		
Use of a licensed hospital Urgent Care Facility in the Network	Urgent Care Pacility Copayment	
- Urgent Care Facility physician's fee, surgery, laboratory and x-ray tests, MRI,	You pay \$0	
CT Scan, medical supplies and drugs	<u> </u>	

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

Coverage Outline	Your Cost*	
III. Outpatient Physical Rehabilitation Services	•	
Physical Therapy and Occupational Therapy and Speech Therapy (Up to a combined maximum of 60 therapy visits per Member, per Contract Year)	You pay \$0	
Cardiac Rehabilitation Visits	•	
Chiropractic Care	Specialty Visit Copeyment	
Office Visits		
Laboratory and x-ray tests furnished by a chiropractor	You.pxy \$0	
Early Intervention Services Available from birth to a covered child's third birthday.	Specialty Visit Copeyment	
IV, Home Care (in addition to the Freventative Care listed in subsection II above)		
Physician Services Medical exams and routine physical exams for babies, children and adults, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Visit Copayment	
Injections (including allergy injections)		
Home Health Agency Services	You pay \$0	
Hospice		
Infusion Therapy		
Durable Medical Equipment, Medical Supplies and Prosthetics	You pey \$0	
V. Behavioral Health Care (Mental Health and Substance Use Care)		
Outpatient/Office Visits and Telemedicine Visits		
Mental Health Visits - Unlimited Medically Necessary visits	\$20 Copsyment each visit	
Substance Use Visits (including detoxification and substance use rehabilitation) - Unlimited Medically Necessary visits		
Partial Hospitalization and Intensive Ontpatient Treatment Programs		
Mental Disorders - Unlimited Medically Necessary care	You pay \$0	
Substance Use Disorders - Unlimited Medically Necessary care for rehabilitation		
Inpatient Care		
Mental Disorders - Unlimited Medically Necessary Inpatient days	Inpatient Copayment per admission	
Substance Use Disorders (including detoxification and substance use rehabilitation) - Unlimited Medically Necessary Inpatient days		
Scheduled Ambulance Transport - Network or Out-of-Network* Services Transport by ambulance must be Medically Necessary.	You pay \$0°	

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

BC/BS HMO \$1500



# Access Blue New England

# Cost Sharing Schedule

This Cost Sharing Schedule is an important part of your Subscriber Certificate. Please keep this schedule with your Certificate, because it contains important information about coverage and limitations.

YOUR COST*  Benefits are limited to the Maximum Allowable Benefit
\$20 per visit
\$30 per visit
\$50 per visit
\$100 per vîsit
\$1,500 per admission
\$1,500 per admission
\$1,500 per Member, per Contract Year \$3,000 per family, per Contract Year
\$6,350 per Member, per Contract Year \$12,700 per family, per Contract Year
ne time, provided that the drug is a Covered Service, the fication from Anthem.  to a 30-day supply.  o 60 days and three Copayments for supplies of 61 to 90 days day fill or refill.  of the cost for Covered Services purchased at a pharmacy.
Your Cost
\$10
\$30
022

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

The following is an outline of your coverage. Do not rely on this outline alone. Please read your Subscriber Certificate carefully, because important terms and limitations apply.

Coverage Outline	Your Cost*
Medical/Surgical Care	
I. Inpatient Services	
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	
In a Skilled Nursing Facility (Facility charges) - Up to 100 inpatient days per Member, per Calendar Year	Inpatient Copayment per admission
In a Physical Rehabilitation Facility (Facility charges) - Up to 100 Inpatient days per Member, per Calendar Year	
Inpatient Physician and Professional Services Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests	You pay \$0
(For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above.)	
IL Guipatient Services	
Preventive Care	
Preventive care and screenings as required by law including, but not limited to:	
immunizations for babics, children and adults	
Cancer screenings such as mammograms and pap smears, routine colonoscopy and sigmoldoscopy screening including fecal occult blood tests, barlum enema, and related prep kit and CT colonography (as appropriate)	
Routine physical exams for babies, children and adults, including an annual gynecological exam	You pay \$0
Routine hearing and vision screenings and other preventive care and screenings for infants, children, adolescents and women as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration	
Lead screening and any other acreening with an "A" or "B" rating from the United States Preventive Services Task Force including, but not limited to: screenings for breast concer, cervical cancer, colorectal cancer, high blood pressure, type 2 diabetes mellitus, cholesteral, child and adult obesity	
Outpatient/office contraceptive services as required by law	
Nutrition counseling including nutrition counseling for eating disorders	
Other preventive care:	You pay \$0
Travel and rables immunizations	
Prostatic specific antigen (PSA) screening	You pay \$0

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

Coverage Outline	Your Cost*	
Other preventive care (continued)		
Resiline vision exams. One exam each Contract Year for Members 18 years old and younger; One exam every two Contract Years for Members 19 years old and older	You pay \$0	
Prescription Eyewear - Anthem covers \$100 per Member every other Contract Year oward the cost of prescription eyewear (frames, lenses and contact lenses).	You pay any amount that exceeds Anthem's \$100 allowance.	
Diabetes management program	You pay \$0	
Medical/Surgical Care in a Physician's Office (in addition to the Preventive Care at	pove)	
Medical exams, consultations, office surgery and anesthesia, medical treatments, elemedicine visits and Network Provider services at a Network Walk-in Center	Visit Copsyment or Specialty Visit Copsyment	
injections (including allergy injections)		
Laboratory and x-ray tests (including allergy testing and ultrasound)	W #0	
MRI, CT Scan, chemotherapy, medical supplies and drugs	You pay \$0	
Contraceptive drugs and devices that must be administered in a provider's office (such as JUDs)		
Maternity care (prenatal and postpartum visits) Please see your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment or Specialty Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care (below).	
Outpatient Facility Care in the Outpatient Department of a Hospital, Ambulatory : Birthing Center (in addition to the Preventive Care above)	Surgical Center, Hemodialysis Center or	
Medical exams and consultations by a physician and telemedicine visits	Visit Copayment or Specialty Visit Copayment	
Operating room for surgery or delivery of a baby	Outpatient Surgery Copsyment per admission	
Physician and professional services: surgery, anesthesia, delivery of a baby or management of therapy Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRI, CT Scan, Facility charges, medical supplies, drugs, other ancillaries, observation	You pay \$0	
Laboratory and x-ray tests (including ultrasounds)	1	
Emergency Room Visits and Urgent Care Facility Visits		
Use of the emergency room at a Network or Out-of-Network® Hospital (The Copayment is waived if you are admitted)	Emergency Room Copsyment*	
<ul> <li>Emergency room physician's fee, surgery, laboratory and x-ray tests, MRI, CT Scan, medical supplies and drugs</li> </ul>	i	
Use of a licensed hospital Urgent Care Facility in the Network	Urgent Care Facility Copayment	
<ul> <li>Urgent Care Facility physician's fee, surgery, laboratory and x-ray tests, MRI, CT Scan, medical supplies and drugs</li> </ul>	You pay \$0	
Ambulance Services - Network or Out-of-Network* Services Transport by ambulance must be Medically Necessary	You pay \$0° ces from an Out-of-Network Provider, you may b	

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

Coverage Outline	Your Cost*	
III. Outpatient Physical Rehabilitation Services		
Physical Therapy and Occupational Therapy and Speech Therapy (Up to a combined maximum of 60 therapy visits per Member, per Contract Year)	You pay \$0	
Cardine Rehabilitation Visits	•	
Chiropractic Care	Specialty Visit Copayment	
Office Visits		
Laboratory and x-ray tests furnished by a chiropractor	You pay \$0	
Early Intervention Services Available from birth to a covered child's third birthday.	Specialty Visit Copsyment	
IV. Home Care (in addition to the Preventative Care listed in subsection II above)		
Physician Services Medical exams and routine physical exams for babies, children and adults, medical treatments, surgery and anesthesia	Visit Copayment or Specialty Visit Copayment	
Injections (including allergy injections)		
Home Health Agency Services	· You pay \$0	
Haspice		
Infusion Therapy		
Durable Medical Equipment, Medical Supplies and Prosthetics	You pay \$0	
V. Behavioral Health Care (Mental Health and Substance Usa Care)		
Outpatient/Office Visits and Telemedicine Visits		
Mental Health Visits - Unlimited Medically Necessary visits	\$20 Copsyment each visit	
Substance Use Visits (including deloxification and substance use rehabilitation) - Unlimited Medically Necessary visits		
Partial Hospitalization and Intensive Outpatient Treatment Programs		
Montal Disorders - Unlimited Medically Necessary care	You pay \$0	
Substance Use Disorders - Unlimited Medically Necessary care for rehabilitation		
Inpatient Care	Landa of Community and Administra	
Mental Disorders - Unlimited Medically Necessary Inpatient days	Inpatient Copayment per admission	
Substance Use Disorders (including detoxification and substance use rehabilitation) - Unlimited Medically Necessary Inpatient days		
Scheduled Ambulance Transport - Network or Out-of-Network <sup>a</sup> Services Transport by ambulance must be Medically Necessary.	You pay \$0*	

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit. If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the Maximum Allowable Benefit and charge.

BC/BS POS \$1500



# BlueChoice® New England

Cost Sharing Schedule
This Cost Sharing Schedule is an important part of your Subscriber Certificate. Please keep this schedule with your Certificate, because it contains important information about coverage and limitations.

Cost Sharing Summary	Network Benefits	Out-of-Network Benefits Benefits are limited to the Maximum Allowable Benefits
Visit Copayment	\$25 per visit	Copayment is not applicable
Specialty Visit Consyment - Applies each time you wisk a specialist who is not your Primary Care Provider (PCP). This Copsyment also applies each time you visit a Network Physician at a walk-in center for diagnosis, care and treatment of an illness or injury.	\$35 per visit	Copayment is not applicable
Urgent Care Facility Copayment - Applies each time you visit a licensed hospital's urgent care facility in the Network for diagnosis, care and treatment of illness or injury.	\$75 per visit	. \$75 per visit
Emergency Room Copayment	\$150 per visit	\$150 per visit
Inpatient Copsyment	\$1,500 per admission	Copayment is not applicable
Outpatient Surgical Copayment	\$1,500 per admission	Copsyment is not applicable
Inpatient Copayment and Outpatient Surgery Copayment (combined) Maximum	\$1,500 per Member, per Contract Year \$3,000 per family, per Contract Year	Copayment is not applicable
Standard Deductible	not applicable	\$1,500 per Member; per Contract Year \$3,000 per family, per Contract Year
Standard Coinsurance	not applicable	20%
Coinsurance Maximum	not applicable	\$400 per Member, per Contract Year \$1,200 per family, per Contract Year
Out-of-Packet Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Contract Year. It does not include your premium, amounts over the Maximum Allowable Benefit or charges for noncovered services. Once the Out-of-Packet Limit is satisfied, you will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the Contract Year.	\$6,350 per Member, per Contract Year \$12,700 per family, per Contract Year	\$1,900 per Member, per Contract Yea \$4,200 per family, per Contract Year
Copsyments for the rest of the Contract Feat.  Inpatient Precertification Penalty	Not applicable	\$500

<sup>\*</sup>Benefits.are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.

12600NH (10/15) Rev 7/17

Pharmacy Benefit Cost Sharing - You may purchase up to a 90-day supply of a covered prescription drug at one time, provided that the drug is a Covered Service, the quantity is ordered by your physician and the drug does not require Precertification from Anthem. At a retail pharmacy, you pay more than one Copayment for any fill or re-fill that exceeds a 30-day supply. At the mail order pharmacy, you pay one Copayment for any fill or re-fill up to a 90-day supply. Please see your Pharmacy Rider for complete information.

At a Retail Pharmacy:	Your Cost
	\$10
Tier 1 Prescription Drug Copayment	\$30
Tier 2 Prescription Drug Copayment	•
Tier 3 Prescription Drug Copayment	\$50
By Mail Order:	
Tier I Prescription Drug Copsyment	\$20
Tier 2 Prescription Drug Copsyment	<b>\$6</b> 0
	\$100
Tier 3 Prescription Drug Copsyment	<b>4.00</b>

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.

Coverage Outline
The following is an outline of your coverage. Do not rely on this outline alone. Please read your Subscriber Certificate carefully, because important terms and limitations apply.

Medical/Surgical Care	Network Benefits	Out-of-Network Benefits'
I. Inpatient Services		
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	Inpatient Copayment	
In a Skilled Nursing Facility and/or Physical Rehabilitation Facility (Facility charges) Up to 100 Inpatient days per Member, per Calendar Year <sup>1</sup>	Inpatient Copayment	Standard Deductible and Coinsurance, plus any balances
Inpatient Physician and Professional Services Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests	You pay S0	
(For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above. †)		
II. Outpatient Services		
Preventive Care		
Preventive care and screenings as required by law including, but not limited to:		
Immunizations for babies, children and adults	You pay \$0	You pay any balances
Cancer screenings such as mammograms and pap smears, Lead-screening,		
Routine physical exams for babies, children and adults, including an annual gynecological exam		
Cancer screenings such as routine colonoscopy and sigmoidoscopy screening including fecal occult blood tests, barium enema, and related prep kit and CT colonography (as appropriate)	You pay \$0	1
Routine hearing and vision screenings and other preventive care and screenings for infants, children, adolescents and women as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration		
Any other screening with an "A" or "B" rating from the United States Preventive Services Task Force including, but not limited to: screenings for breast cancer, cervical cancer, colorectal cancer, high blood pressure, ype 2 diabetes mellitus, cholesterol, child and adult obesity		Standard Deductible and Coinsurance, plus any balances
Outpatient/office contraceptive services as required by law Nutrition counseling, including nutrition counseling for eating disorders		
Other preventive care: Fravel and rabies immunizations	You pay S0	
Prostatic specific antigen (PSA) screening	Sec.	-
Noutine vision exams - one exam each Calendar Year for Members 18 years old and younger; one exam every two Calendar Years for Members 19 years old and older †	You pay \$0	
Routine hearing exams	You pay \$0	
Diabetes management program  Benefits are limited to the Maximum Allowable Benefit (MAB). If you rece	Company Company from m	Out of Natwork Provider vo

Coverage Outline	Network Benefits	Out-of-Network Benefits*	
Medical/Surgical Care in a Physician's Office (in addition to the Prev	entive Care above)		
Medical exams, consultations, office surgery and anesthesia, telemedicine visits, medical treatments, including physician services at a Network Walk-In Center.	Visit Copayment or Walk-In Center Copayment	yment	
Injections (including allergy injections)		Standard Deductible and Coinsurance, plus any balances	
Laboratory and x-ray tests (including allergy testing and ultrasound)	You pay \$0		
MRI, CT Scan, chemotherapy, medical supplies and drugs			
Contraceptive drugs and devices that must be administered in a provider's office (such as IUDs)			
Maternity care (prenatal and postpartum visits) Please see your Subscriber Certificate for information about total maternity care.	You pay no Visit Copayment for visits. Your share of the cost for as shown for "Inpatient Services Care,"	r delivery of a baby is the sam	
Outpatient Facility Care in the Outpatient Department of a Hospital, Birthing Center (in addition to the Preventive Care above)	Ambulatory Surgical Center, H	emodialysis Center or	
Medical exams and consultations by a physician and telemedicine visits	Visit Copayment	and the second second	
Operating room for surgery or delivery of a baby	Outpatient Surgery Copayment	On the Deductible and	
Physician and professional services: surgery, anesthesia, delivery of a baby or management of therapy	You pay \$0	Standard Deductible and Coinsurance, plus any balances	
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRI, CT Scan, laboratory and x-ray tests (including ultrasounds)			
Facility charges, medical supplies, drugs, other ancillaries, observation			
Emergency Room Visits and Urgent Care Facility Visits			
Use of the emergency room - (The Copayment is waived if you are admitted)	Emergency Room Copayment	Same as Network Benefits*	
Emergency room physician's fee, surgery, MRI, CT Scan, medical supplies and drugs, laboratory and x-ray tests	You pay \$0	Same as Network Benefits*	
Use of a licensed hospital Urgent Care facility in the Network	Urgent Care Facility Copayment	Same as Network Benefits*	
Urgent care facility physician's fee, surgery, MRI, CT Scan, medical supplies and drugs, laboratory and x-ray tests	You pay \$0	Same as Network Benefits*	
Ambulance Services - Transport by ambulance must be Medically Necessary.	You pay \$0	Same as Network Benefits*	
III. Outpatient Physical Rehabilitation Services	· · · · · · · · · · · · · · · · · · ·		
Physical Therapy and Occupational Therapy and Speech Therapy	You pay \$0		
Cardiac Rehabilitation Visits			
Chiropractic Care	Specialty Visit Copayment	Deductible and Coinsurance	
Office Visits (Limited to 12 visits per Member, per Contract Year) †		plus any balances	
Laboratory and x-ray tests furnished by a chiropractor	You pay \$0		
Early Intervention Services Available from birth to a covered child's third birthday.	Visit Copayment		

Coverage Outline	Network Benefits	Out-of-Network Benefits*
IV. Home Care (in addition to the Preventative Care listed in subsection	n II above)	
Physician Services - Medical exams for babies, children and adults, telemedicine visits, medical treatments, surgery and anesthesia	Visit Copayment	
Home Health Agency Services	You pay \$0	Deductible and Coinsurance, plus any balances
Hospice		
Infusion Therapy	i du pay 30	
Durable Medical Equipment and Medical Supplies		1
V. Behavioral Health Care (Mental Health and Substance Abuse		
Network Benefits are available when you receive Covered Services from at Self Referred Benefits are available when you obtain Covered Services from	n Eligible Behavioral Health Pro om any Out-of-Network Eligible	ovider. 2 Behavioral Health Provider.
Coverage Outline	Network Benefits	Out-of-Network Benefits*
Outpatient/Office Visits and Telemedicine Visits		
Mental Health Visits – Medically Necessary visits.  Substance Use Visits - Medically Necessary visits (Including detoxification and substance use rehabilitation)	Visit Copayment each visit	Deductible and Coinsurance, plus any balances
Partial Hospitalization and Intensive Outpatient Treatment Programs		1 17 28 38 2 1
Mental Disorders - Unlimited Medically Necessary care.  Substance Use Disorders - Unlimited Medically Necessary care for rehabilitation.	You pay \$0	Deductible and Coinsurance, plus any balances
Inpatient Care		Laws Fig. 40
Mental Disorders – Medically Necessary Inpatient days  Substance Use Disorders - unlimited Medically Necessary Inpatient days  (including detoxification and substance use rehabilitation)	Inpatient Copayment per admission	Deductible and Coinsurance, plus any balances
Scheduled Ambulance Transport - Limited to Medically Necessary ransport from one facility to another	You pay \$0	Same as Network Benefits
VI, Prescription Eyewear	THE PARTY OF THE PARTY OF	A Company of the Comp
Benefits are limited to a maximum of \$100 per Member every two year. Ple for more information.	ase refer to your Prescription E	yewear Rider in your Certificate
/II. Fitness Club Reimbursement .imited to a \$200 maximum per household per Contract Year.		. warre
*Benefits are limited to the Maximum Allowable Benefit (MAB). If you remay be responsible for paying the difference between the MAB and charge.  Any combination of Network Benefits and Out-of-Network Benefits countries.		Out-of-Network Provider, you

BC/BS Lumenos with HSA Regional



LUMENOS Health Savings Account (HSA) -BlueChoice® New England with HSA Cost Sharing Schedule

### COST SHARING SCHEDULE

This Cost Sharing Schedule is an important part of your Subscriber Certificate. Please keep this schedule with your Certificate, because it contains important information about coverage and limitations.

	Your Cost	
Cost Sharing Summary	Network Benefits  Benefits are limited to the Maximum Allowable Benefit*	Out-of-Network Benefits Benefits are limited to the Maximum Allowable Benefit*
Standard Deductible		
If you have a single membership, the Deductible amount is:	\$2,000 per Member, per Contract Year \$4,000 per family, per Contract Year	
If you have a family membership, the Deductible amount is:		
Standard Coinsurance		30%
Coinsurance Maximum  If you have a single membership, the Coinsurance Maximum is:  If you have a family membership, the Coinsurance Maximum is:	not applicable	\$2,000 per Member, per Contract Year \$4,000 per family, per Contract Year
Out of Pocket Limit		
If you have a single membership, the Out-of-Pocket Limit is:	\$2,000 per Member, per Contract Year	\$4,000 per Member, per Contract Year
If you have a family membership, the Out-of-Pocket Limit is:	\$4,000 per family, per Contract Year	\$8,000 per family, per Contract Year
Pharmacy Benefit Cost Sharing. You may purchase up to a 90-dithat the drug is a Covered Service, the quantity is ordered by your pathem. Please see your Pharmacy Rider for complete information a pharmacy.	hysician and the drug does not red	mire Prefertification from
At a Retail Pharmacy or by Mail Order -	Deductible applies	Deductible and Coinsurance apply

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.

'Any combination of Network Benefits and Out-of-Network Benefits counts toward this limit.

### COVERAGE OUTLINE

The following is an outline of your coverage. Do not rely on this outline alone. Please read your Subscriber Certificate carefully, because important terms and limitations apply.

	Your Cost		
Coverage Outline	Network Benefits*	Out-of-Network Benefits*	
Medical/Surgical Care		Charles Ministry	
I. Inpatient Services			
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)			
In a Skilled Nursing Facility (Facility charges) Up to 100 Inpatient days per Member, per Calendar Year <sup>t</sup>			
In a Physical Rehabilitation Facility (Facility charges) Up to 100 Inpatient days per Member, per Calendar Year!	Member, per Standard Deductible C plus s, anesthesia,	Standard Deductible and Coinsurance, plus any balances	
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)			
For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above			
II. Outpatient Services			
Preventive Care	PRESIDENT OF THE PARTY	0.1013	
Preventive Care services include, but are not limited to: Immunizations for babies, children and adults			
Cancer screenings such as mammograms and pap smears, Lead- screening,		Standard Deductible and Coinsurance, plus any balances	
Routine physical exams for babies, children and adults, including an annual gynecological exam			
Cancer screenings such as routine colonoscopy and sigmoidoscopy screening including fecal occult blood tests, barium enema, and related prep kit and CT colonography (as appropriate)			
Routine hearing and vision screenings and other preventive care and screenings for infants, children, adolescents and women as provided for in the comprehensive guidelines supported by the health Resources and Services Administration.	You Pay SO		
Any other screening with and "A" or "B" rating from the United States Preventive Services Task Force including, but not limited to: screenings for breast cancer, cervical cancer, colorectal cancer, high blood pressure, type 2 diabetes mellitus, cholesterol, child and adult obesity.			
Outpatient/office contraceptive services as required by law			
Nutrition counseling including nutrition counseling for eating lisorders			
Other preventive care: Fravel and Rabies immunizations	You pay \$0	Standard Deductible and Coinsurance, plus any balances	
Prostatic specific antigen (PSA) screening		phils my culances	

	Your Cost		
Coverage Outline	Network Benefits*	Out-of-Network Benefits*	
Routine hearing exams (One exam per Member, per Contract Year)			
Routine vision exams (One exam per Member, per Calendar Year)			
Prescription Eyewear - Anthem covers \$100 per Member every other Contract Year toward the cost of prescription eyewear (frames, lenses and contact lenses).	You pay any amount that exceeds Anthem's \$100 allowance.		
Diabetes management program	Standard Deductible	Standard Deductible and Coinsurance, plus any balances	
Medical/Surgical Care in a Physician's Office or Walk-in Cen Center, or Independent Infusion Therapy Provider, or Indepe Provider (in addition to the Preventive Care above)			
vledical exams, consultations, office surgery and anesthesia, njections (including allergy injections), medical treatments, elemedicine visits and physician services at a Walk-In Center			
aboratory and x-ray tests (including allergy testing and altrasound)	Standard Deductible	Standard Deductible and Coinsurance, plus any balances	
MRA, MRI, PET, SPECT, CT Scan, CTA Chemotherapy, drugs, medical supplies, including one hearing aid per ear each time a hearing aid prescription changes			
Contraceptive drugs and devices that must be administered in a provider's office (such as IUDs)	You pay \$0		
Anternity Care (prenatal and postpartum visits) lease see your Subscriber Certificate for information about total naternity care.	Your share of the cost for delivery of a baby is the sam shown for "Inpatient Services" (above) and "Outpatie Facility Care" (below).		
Outpatient Facility Care; in the Outpatient Department of a H Burgical Center, or a Short Term General Hospital's Hemodia Treventive Care above)	ospital, a Short Term Gener lysis Center or a Birthing C	ral Hospital's Ambulatory enter (in addition to the	
Aedical exams and consultations by a physician and elemedicine visits			
perating room for surgery or delivery of a baby	Standard Deductible	Standard Deductible and Coinsurance, plus any balances	
hysician and professional services: surgery, anesthesia, delivery f a baby or management of therapy			
lemodialysis, chemotherapy, radiation therapy, infusion acrapy, MRA, MRI, PET, SPECT, CT Scan, CTA			
acility charges, drugs, medical supplies, other ancillaries, bservation			
aboratory and x-ray tests (including ultrasounds)			

·	Your Cost		
Coverage Outline	Network Benefits*	Out-of-Network Benefits*	
Emergency Room Visits and Urgent Care Facility Visits	•		
Use of the emergency room			
Emergency room physician's fee, surgery, laboratory and x-ray tests, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs.	Standard Deductible*	Same as Network Benefits	
Use of a licensed hospital urgent care facility		Standard Deductible and	
Physician's fee, surgery, laboratory and x-ray tests, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	Standard Deductible	Coinsurance, plus any balances	
Ambulance Services Transport by ambulance must be Medically Necessary.	Standard Deductible*	Same as Network Benefits*	
III. Quipatieni Physical Rahabilitation Services			
Physical Therapy and Occupational Therapy and Speech Therapy (Up to a combined maximum of 60 visits per Member, per Contract Year!)			
Cardiac Rehabilitation Visits	ļ	Standard Deductible and Coinsurance, plus any balances	
Early Intervention Services Available from birth to a covered child's third birthday.	Standard Deductible		
Chiropractic Care	1		
Office Visits			
Laboratory and x-ray tests furnished by a chiropractor			
IV Home Care in addition to the Preventive Care listed in su	bsection il above)		
Physician Services Medical exams, Injections, medical reatments, surgery and anesthesia and telemedicine visits			
Home Health Agency services (Up to 100 visits per Member, per Calendar Year <sup>1</sup> )		Standard Deductible and	
Hospice	Standard Deductible	Coinsurance, plus any balances	
infusion Therapy			
Medical Equipment, Medical Supplies and Presthetics	İ		

Course Outling	YOUR COST		
Coverage Outline	Network Benefits*	Out-of-Network Benefits*	
V. Behavioral Health Care (Mental Health and Substance Use	Care)		
To receive Network Benefits, you must obtain Covered Services fi in the Network. Out-of-Network Benefit, are available when you Mental Health or Substance Abuse Provider.			
Outpatient/office visits and telemedicine visits	<b>州以为</b>		
Mental Health Visits - Unlimited Medically Necessary visits.  Substance Use Visits — (Including detoxification and substance use rehabilitation) — Unlimited Medically Necessary visits	Standard Deductible	Standard Deductible and Coinsurance, plus any balances	
Partial Hospitalization and Intensive Outpatient Treatment Pro	grams	是特別問題的	
Mental Disorders - Unlimited Medically Necessary care Substance Use Disorders – Unlimited Medically Necessary care for rehabilitation.	Standard Deductible	Standard Deductible and Coinsurance, plus any balances	
Inpatient Care	大學是自己	252. 对警告 李阳杨明朝皇	
Mental Disorders: - Unlimited Medically Necessary Inpatient days.  Substance Use Disorders – Unlimited Medically Necessary Inpatient days.(includes detoxification and substance use rehabilitation)	Standard Deductible	Standard Deductible and Coinsurance, plus any balances	
Scheduled Ambulance Transport - Limited to Medically necessary transport from one facility to another.	Standard Deductible*	Same as Network Benefits*	

### BC/BS Lumenos with HSA National



# Lumenos® Health Savings Account (HSA) – Preferred Blue® COST SHARING SCHEDULE

This Cost Sharing Schedule is an important part of your Subscriber Certificate. Please keep this schedule with your Certificate, because it contains important information about coverage and limitations.

Cost Sharing Summary	YOUR COST		
	Network Benefits Benefits are limited to the Maximum Allowable Benefit*	Out-of-Network Benefits Benefits are limited to the Maximum Allowable Benefit *	
Standard Deductible If you have a single membership, the Deductible amount is -	52,000 per Member, per Contract Year		
If you have a family membership, the Deductible amount is -	\$4,000 per family, p	er Contract Year	
Standard Coinsurance		30%	
Coinsurance Maximum If you have a single membership, the Coinsurance Maximum is -	not applicable	\$2,000 per Member, per Contract Year	
If you have a family membership, the Coinsurance Maximum is		\$4,000 per family, per Contract Year	
Out of Pocket Limit If you have a single membership, the Out-of-Pocket Limit is-	\$2,000 per Member, per Contract Year	\$4,000 per Member, per Contract Year	
If you have a family membership, the Out-of-Pocket Limit is -	\$4,000 per family, per Contract Year	\$8,000 per family, per Contract Year	
Pharmacy Benefit Cost Sharing You may purchase up to a 90-day supply of a covered prescription the quantity is ordered by your physician and the drug does not req Rider for complete information about your share of the cost for Co-	uire Preceriffication from Anthem, vered Services purchased at a phar	rease see your Pharmacy reacy.	
At a Retail Pharmacy or by Mali Order-	Pharmacy Benefits are subject t and Coinsurance shown above	o the Standard Deductible	

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.

The following is an outline of your coverage. Do not rely on this outline alone. Please read your Subscriber Certificate carefully, because important terms and limitations apply.

Coverage Outline	YOUR COST	
	Network Benefits*	Out-of-Network Benefits*
Medical/Surgical Care	A STATE OF THE PARTY OF THE PAR	STEEL STEEL STEEL STEEL STEEL
I. Inpatient Services	N	TO SUPPLY HOUSE BEFORE
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)		
In a Skilled Nursing Facility (Facility charges) Up to 100 Inpatient days per Member, per Calendar Year †		Standard Deductible and Coinsurance plus any balances
In a Physical Rehabilitation Facility (facility charges) Up to 100 Inpatient days per Member, per Calendar Year †	Standard Deductible	
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)		
For Skilled Nursing or Physical Rehabilitation Facility admissions: limited to the number of Inpatient days stated above. †		
II. Outpatient Services	- 1	は、この一個名は医療機能で
or have been diagnosed with a medical condition are not considered to re benefits will be considered under the applicable sections of this Cost Sha Preventive care and screenings as required by law	quire Preventive Care for tha	who have current symptom t condition but instead
or have been diagnosed with a medical condition are not considered to re benefits will be considered under the applicable sections of this Cost Sha Preventive care and screenings as required by law actualing, but not limited to:	quire Preventive Care for tha ring Schedule.	who have current symptom t condition but instead
or have been diagnosed with a medical condition are not considered to re benefits will be considered under the applicable sections of this Cost Sha Preventive care and screenings as required by law actuding, but not limited to: mmunizations for babies, children and adults  Cancer screenings such as manimograms and pap smears,	quire Preventive Care for tha	who have current symptom t condition but instead
or have been diagnosed with a medical condition are not considered to re benefits will be considered under the applicable sections of this Cost Sha Preventive care and screenings as required by law actuding, but not limited to:	quire Preventive Care for tha ring Schedule.	t condition but instead
or have been diagnosed with a medical condition are not considered to re benefits will be considered under the applicable sections of this Cost Sha Preventive care and screenings as required by law actualing, but not limited to: ammunizations for babies, children and adults Cancer screenings such as mammograms and pap smears, ead screening. Coutine physical exams for babies, children and adults,	quire Preventive Care for tha ring Schedule.	Standard Deductible and Coinsurance plus any balances
or have been diagnosed with a medical condition are not considered to re benefits will be considered under the applicable sections of this Cost Sha Preventive care and screenings as required by law neluding, but not limited to: mmunizations for babies, children and adults Cancer screenings such as mammograms and pap smears, ead screening. Coutine physical exams for babies, children and adults, neluding an annual gynecological exam Cancer screenings such as routine colonoscopy and igmoidoscopy screening including fecal occult blood tests, narium enema, and related prep kit and CT colonography (as	quire Preventive Care for tha ring Schedule.	Standard Deductible and Coinsurance plus

<sup>\*</sup>Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.
† Any combination of Network Benefits and Out-of-Network Benefits counts toward this limit.

Coverage Outline	Network Benefits*	Out-of
		Network Benefits†
Preventive care (continued)		1.0 1.000 1 1.4
As required by law: Outpatient/office contraceptive services as required by law	You pay \$0	
Nutrition counseling including nutrition counteling for eating disorders		Standard
Other preventive care: Rables immunizations		Deductible and Coinsurance plus
Prostatic specific antigen (PSA) screening	You pay \$0	any balances
Routine hearing exams  Routine vision exams - One exam each Contract Year †		
Prescription Eyewear - Anthem covers \$100 per Member every other Contract Year toward the cost of prescription eyewear (frames, lenses and contact lenses).	You pay any amou Anthom's \$100 :	nt that exceeds allowance.
Diabetes management program	Standard Deductible	Standard Deductible and Coinsurance plus any balances
Medical/Surgical Care in a Physician's Office (in addition to the "Fr	eventive Care" listed in II above	)
Medical exams, consultations, office surgery and anesthesis, injections (including allergy injections), medical treatments, telemedicine visits and physician services at a walk-in center laboratory and x-ray tests (including allergy testing and ultrasound)	Standard Deductible	Standard
	4	Deductible and
CT Scan, MRI, chemotherapy, medical supplies and drugs  Contraceptive drugs and devices that must be administered in a  provider's office (such as IUDs)	You pay \$0	Coinsurance plus , any balances
materaity care (prenatal and postpartum visits) Please see Section 7, "Covered Services" II, B, 5 in your Subscriber Certificate for information about total "maternity care."	Your share of the cost for d the same as shown above ir Services" and in II below & Care".	I for "Inpatient or "Outpatient Facility
Outpatient Facility Care in the Outpatient Department of a Hospita or Birthing Center (in addition to the "Preventive Care" listed in H	i, Ambulatory Surgical Center, : above)	Hemodialysis Center
modical exams and consultations by a physician and telemedicine visits		
operating room for surgery or delivery of a baby		1
hysician and professional services: surgery, anesthesia, delivery of a taby or management of therapy		Standard
emodialysis, chemotherapy, radiation therapy, infusion therapy, CT Scan, MRI	Standard Deductible	Deductible and Coinsurance plus any balances
acility charges, medical supplies, drugs, other ancillaries, observation	4	
aboratory and x-ray tests (including ultrasounds)		

<sup>\*</sup> Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.

<sup>†</sup> Any combination of Network Benefits and Out-of-Network Benefits counts toward this limit.

Coverage Outline	Network Benefits*	Out-of- Network Benefits*
Emergency Room Visits and Urgent Care Facility Visits	· · · · · · · · · · · · · · · · · · ·	
Use of the emergency room	Standard Deductible*	Covered under Network
<ul> <li>Emergency room physician's fee, surgery, CT Scan, MRI, medical supplies and drugs, laboratory and x-ray tests</li> </ul>	Similar Detaction	Benefits*
Use of a licensed hospital Urgent Care Facility	Standard Deductible	Standard Deductible and Coinsumnce plus
<ul> <li>Urgent care physician's fee, surgery, CT Scan, MRI, medical supplies and drugs, laboratory and x-ray tests</li> </ul>		any balances
Ambulance Services Transport by ambulance must be Medically Necessary.	Standard Deductible*	Covered under Network Benefits*
III. Outpatient Physical Rehabilitation Services .		
Physical Therapy and Occupational Therapy and Speech Therapy  - Up to a combined maximum of 60 visits per Member, per Contract  Year †		
Cardiac Rehabilitation Visits	Standard Deductible	Standard Deductible and
Early Intervention Services Available from birth to a covered child's third birthday.	]	Coinsurance plus any balances
Chiropractic Care	[	
Office visits (limited to 12 visits per Member, per Contract Year) † Laboratory and x-ray tests furnished by a chiropractor		
IV. Home Care (in addition to the "Preventative Care" li	ited in II above)	·
Physician services Medical exams, consultations, office surgery and anestheria, injections (including allergy injections), medical treatments and telemedicine visits	Standard Deductible	Standard Deductible and Coinsurance plus any balances
Home Health Agency services limited to 100 visits per Member, per Calendar Year †		any delaices
Hospice		
Infusion Therapy	_	
Medical Equipment, Medical Supplies and Prosthetics		

Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.
 † Any combination of Network Benefits and Out-of-Network Benefits counts toward this limit.

Coverage Outline	Network Benefits*	Out-of-Network Benefits*
V. Behavioral Health Care (Mental Health and Substance	e Use Care)	A PERCHA
Outpatient/office visits and telemedicine visits  For Mental Disorders: Unlimited Medically Necessary visits  For Substance Use Disorders (including detoxification and substance use rehabilitation combined) - Unlimited Medically Necessary visits	Standard Deductible	Standard Deductible and Colnaurance plus any balances
Partial Hospitalization and Intensive Outpatient Treatment Programs		<del></del>
For Mental Disorders: Unlimited Medically Necessary care	Standard Deductible	Standard
For Substance Use Disorders - Unlimited Medically Necessary care.		Deductible and Coinsurance plus
Inpatient Care		any balances
Benefits for Mental Disorders: Unlimited Medically Necessary Inpatient days  Benefits for Substance Use Disorders Unlimited Medically Necessary Inpatient Days for:  Medical detoxification (Units are stated above), and  Substance use rehabilitation	Standard Deductible	Standard Deductible and Colinsurance plus any balances
icheduled ambulance transport limited to Medically Necessary ransport from one facility to another	Standard Deductible*	Cavered under Network Benefits <sup>a</sup>

<sup>\*</sup> Benefits are limited to the Maximum Allowable Benefit (MAB). If you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying the difference between the MAB and charge.



MANCHESTER SCHOOL DISTRICT SCHOOL ADMINISTRATIVE UNIT NO. 37 20 Hecker Street Manchester, NH 03102

Telephone: 603.624.6300 • Fax: 603.624.6337

Dear Manchester School District MESPA Employees:

MESPA Personnel who drop their existing school district health insurance are eligible for a payment of \$1,500.00 per year. The payment will be paid for each year the member is not enrolled in health insurance provided by the school district or City of Manchester. If the insurance is dropped mid-year in relation to a qualifying event, the payment will be prorated. The payment shall be made no later than July 15<sup>th</sup>.

To receive this payment you must complete the bottom portion of this form and also provide proof of other insurance.

### MESPA INSURANCE WAIVER

I received and read a copy of the "Notice of HIPAA Special Enrollment Rights" (the Notice) at or before the time I was initially offered enrollment in Manchester School District Group Health Plan (the Plan). I am aware of the warning in the Notice that I will lose some special enrollment rights for myself and my dependents if I decline coverage because I or my dependents have other coverage, unless I give the Plan this written statement that the reason I am declining coverage is because I or my dependents have other coverage.

I am also aware that under the Individual Mandate of the Federal Affordable Care Act, all legal residents of the United States are required to have health insurance. Failure by me, my spouse and/or my dependents to have and maintain health insurance could result in a penalty from the IRS.

By signing this form, I decline coverage under the Manchester School District Group Health Plan for the people listed below. My reason for declining coverage for these people is that they have other coverage under another group health plan or health insurance.

I further acknowledge that by declining coverage, absent a valid HIPAA special enrollment event, I will be excluded from enrolling in the Manchester School District Health plan until the next open enrollment.

(List all the people whom you could cover under the Plan but are not covering because they have other coverage, including you, your spouse and/or your dependents. Use additional paper if necessary.)

Print Name

Name	Relationship (Self, Spouse, Dependent)	Source of Other Coverage (Spouse's plan, Medicald, et
during the next my responsibil event. I ackno- coverage, as de	t open enrollment, or when I is ity to contact the Human Resi wledge that the Employer has afined under the ACA, for the	ance coverage at this time. I may enroll have a qualifying event. I understand it is ources within 30 days of a qualifying s offered me affordable minimum essential period from July 1, 2016 to June 30, d the consequences of my waiver of
one thousand five hu prorated for non-enrol terminates his/her exis- plan and who also prinsurance coverage els- long as the bargaining declines to reenroll. The	indred dollars (\$1500.00), particularly independent of less than one plant sting health insurance coverations satisfactory evidences where. This amount shall be unit member, who previous	ion of this Agreement, the District will pay per plan year (July I through June 30), year, to any bargaining unit member who age under the School District's or City's that he/she has valid alternative health be paid annually, no later than July 15, as sly terminated health insurance coverage, ployee selects this option, he/she shall not open enrollment period.
Signature	· · · · · · · · · · · · · · · · · · ·	Date

Position

<sup>\*\*</sup> Please enclose a copy of your proof of insurance letter.

### SPECIAL ENROLLMENT NOTICE

This notice is being provided to insure that you understand your right to apply for group health insurance coverage. You should read this notice even if you plan to waive coverage at this time.

### Loss of Other Coverage

If you are declining coverage for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

Example: You waived coverage because you were covered under a plan offered by your spouse's employer. Your spouse terminates his employment. If you notify your employer within 30 days of the date coverage ends, you and your eligible dependents may apply for coverage under our health plan.

### Marriage, Birth, or Adoption

If you have a new dependent as a result of a marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, or placement for adoption.

Example: When you were hired by us, you were single and chose not to elect health insurance benefits. One year later, you marry. You and your eligible dependents are entitled to enroll in this group health plan. However, you must apply within 30 days from the date of your marriage.

#### Medicaid or CHIP

If you or your dependents lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for a premium assistance subsidy under Medicaid or CHIP, you may be able to enroll yourself and your dependents. You must request enrollment within 60 days of the loss of Medicaid or CHIP coverage or the determination of eligibility for a premium assistance subsidy.

Example: When you were hired by us, your children received health coverage under CHIP and you did not enroll them in our health plan. Because of changes in your income, your children are no longer eligible for CHIP coverage. You may enroll them in this group health plan if you apply within 60 days of the date of their loss of CHIP coverage.

### For More Information or Assistance

To request special enrollment or obtain more information, please contact:

Name Human Resources

Address 195 McGregor Street, Suite 201,

City, State Manchester, NH 03102

Telephone 603-624-6300



MANCHESTER SCHOOL DISTRICT SCHOOL ADMINISTRATIVE UNIT NO. 37 20 Hecker Sireet Manchester, NH 03102 Telephone: 603.624.6300 • Fax: 603.624.6337

### Insurance Rates 09/01/2020 - 06/30/2021 MESPA

(42 weeks = 12 month enrollment)
Plans Under \$60,000

POS Blue Choice \$1,500 Site of Service	One Person	Two Person	Family
Total Monthly Premium	\$880.41	\$1,716.63	\$2,345.53
Monthly Share District	\$748.35	\$1,459.14	\$1,944.88
Monthly Share Employee	\$132.06	\$257.49	\$400.75
Per Pay Period Share District	\$213.81	\$416.90	\$555.68
Per Pay Period Share Employee	\$37.73	\$73.57	\$114.50

HMO Access Blue \$1,500 Site of Service	One Person	Two Person	Family
Total Monthly Premium	\$772.28	\$1,505.77	\$2,019.26
Monthly Share District	\$656.44	\$1,279.90	\$1,716.37
Monthly Share Employee	\$115.84	\$225.87	\$302.89
Per Pay Period Share District	\$187.55	\$365.69	\$490.39
Per Pay Period Share Employee	\$33.10	\$64.53	\$86.54

HMO Access Blue \$250 Site of Service	One Person	Two Person	Family
Total Monthly Premium	\$963.44	\$1,878.53	\$2,519.13
Monthly Share  District	\$770.36	\$1,504.99	\$1,944.88
Monthly Share Employee	\$193.08	\$373.54	\$574.25
Per Pay Period Share District	\$220.10	\$430.00	\$555.68
Per Pay Period Share Employee	\$55.17	\$106.73	\$164.07

Anthem Lumenos HDHP with HSA	One Person	Two Person	Family
Total Monthly Premium	\$906.31	\$1,770.58	\$2,288.09
Monthly Share District	\$770.36	\$1,504.99	\$1,944.88
Monthly Share Employee	\$135.95	\$265.59	\$343.21
Per Pay Period Share District	\$220.10	\$430.00	\$555.68
Per Pay Period Share Employee	\$38.84	\$75.88	\$98.06

Northeast Delta Dental	One Person	Two Person	Family
Total Monthly Premium	\$46.62	\$90.43	\$173.76
Monthly Share District	\$37.30	\$72.34	\$139.01
Monthly Share Employee	\$9.32	\$18.09	\$34.75
Per Pay Period Share District	\$10.66	\$20.67	\$39.72
Per Pay Period Share Employee	\$2.66	\$5.17	\$9.93

Contributions: Under \$60,000 are set at 85%/15%, with School District liability not to exceed 85% of the HSA;

POS \$300 is not offered



MANCHESTER SCHOOL DISTRICT SCHOOL ADMINISTRATIVE UNIT NO. 37 20 Hecker Street Manchester, NH 03102 Telaphone: 603.624.6300 • Fax: 603.624.6337

### Insurance Rates 09/01/2020 - 06/30/2021 MESPA

(52 weeks = 12 month enrollment)
Plans Under \$60,000

POS Blue Choice \$1,500 Site of Service	One Person	Two Person	Family
Total Monthly Premium	\$880.41	\$1,716.63	\$2,345.53
Monthly Share District	\$748.35	\$1,459.14	\$1,944.88
Monthly Share Employee	\$132.06	\$257.49	\$400.75
Per Pay Period Share District	\$172.70	\$336.72	\$448.82
Per Pay Period Share Employee	\$30.48	\$59.42	\$92.48

HMO Access Blue \$1,500 Site of Service	One Person	Two Person	Family
Total Monthly Premium	\$772.28	\$1,505.77	\$2,019.26
Monthly Share District	\$656.44	\$1,279.90	\$1,716.37
Monthly Share Employee	\$115.84	\$225.87	\$302.89
Per Pay Period Share District	\$151.49	\$295.36	\$396.09
Per Pay Period Share Employee	\$26.73	\$52.12	\$69.90

HMO Access Blue \$250 Site of Service	One Person	Two Person	Family
Total Monthly Promium	\$963.44	\$1,878.53	\$2,519.13
Monthly Share District	\$770.36	\$1,504.99	\$1,944.88
Monthly Share Employee	\$193.08	\$373.54	\$574.25
Per Pay Period Share District	\$177.78	\$347.31	\$448.82
Per Pay Period Share Employee	\$44.56	\$86.20	\$132.52

Anthem Lumenos HDHP with HSA	One Person	Two	Family
Total Monthly Premium	\$906.31	\$1,770.58	\$2,288.09
Monthly Share District	\$770,36	\$1,504.99	\$1,944.88
Monthly Share Employee	\$135.95	\$265.59	\$343.21
Per Pay Period Share District	\$177.78	\$347.31	\$448.82
Per Pay Period Share Employee	\$31.37	\$61.29	\$79.20

Northeast Delta Dental	One Person	Two Person	Family
Total Monthly Premium	\$46.62	\$90.43	\$173.76
Monthly Share District	\$37.30	\$72.34	\$139.01
Monthly Share Employee	\$9.32	\$18.09	\$34.75
Per Pay Period Share District	\$8.61	\$16.69	\$32.08
Per Pay Period Share Employee	\$2.15	\$4.17	\$8.02

Contributions: Under \$60,000 are set at 85%/15%, with School District liability not to exceed 85% of the HSA;
POS \$300 is not offered



MANCHESTER SCHOOL DISTRICT SCHOOL ADMINISTRATIVE UNIT NO. 37 20 Hecker Street Manchester, NH 03102 Telephone: 603.624.6300 • Fax: 603.624.6337

## Insurance Rates 09/01/2020 - 06/30/2021 MESPA

(42 weeks = 12 month enrollment)
Plans \$60,000 or more

\$ <b>\$</b>	lue Choice 1,500 f Service	One Person	Two Person	Family
	Monthly mlum	\$880.41	\$1,716.63	\$2,345.53
	ly Share trict	\$726.34	\$1,416.22	\$1,935.14
	ly Share	\$154.07	\$300.41	\$410.49
	eriod Share	\$207.53	\$404.63	\$552.90
Per Pay P	eriod Share loyee	\$44.02	\$85.83	\$117.28

HMO Access Blue \$1,500 Site of Service	One Person	Two Person	Family
Total Monthly Premium	\$772.28	\$1,505.77	\$2,019.26
Monthly Share District	\$637.13	\$1,242.26	\$1,665.89
Monthly Share Employee	\$135.15	\$263,51	\$353.37
Per Pay Period Share District	\$182.04	\$354.93	\$475.97
Per Pay Period Share Employee	\$38.61	\$75.29	\$100.96

	oss Blue of Service	One Person	Two Person	Family
	tonthly nium	\$963.44	\$1,878.53	\$2,519.13
Monthly Dis		\$770.36	\$1,504.99	\$1,944.88
Month! Empl	The second secon	\$193.08	\$373.54	\$574.25
Per Pay Pe		\$220.10	\$430.00	\$555.68
Per Pay Per		\$55.17	\$106.73	\$164.07

Anthem Lumenos HDHP with HSA	One Person	Two	Family
Total Monthly Premium	\$906.31	\$1,770.58	\$2,288.09
Monthly Share District	\$770.36	\$1,504.99	\$1,944.88
Monthly Share Employee	\$135.95	\$265.59	\$343.21
Per Pay Period Share District	\$220.10	\$430.00	\$555.68
Per Pay Period Share Employee	\$38.84	\$75.88	\$98.06

Northea t Delta Den al	One Person	Two Person	Family
Total Monthly Premum	\$46.62	\$90.43	\$173.76
Monthly Share District	\$37.30	\$72.34	\$139.01
Monthly Share Employee	\$9.32	\$18.09	\$34.75
Per Pay Period Share  District	\$10.66	\$20.67	\$39.72
Per Pay Per od Share Employee	\$2.66	\$5.17	\$9.93

Contributions: \$60,000 or more are set at \$2.5%/17.5% of the SOS plans or \$5% of the HSA plan, with the School District paying the lesser of the the SOS or HSA premium



MANCHESTER SCHOOL DISTRICT SCHOOL ADMINISTRATIVE UNIT NO. 37 20 Hocker Street Manchester, NH 03102 Telephone: 603.624.6300 • Fax: 603.624.6337

### Insurance Rates 09/01/2020 - 06/30/2021 MESPA

(52 weeks = 12 month enrollment)
Plans \$60,000 or more

\$ ue Choice 1,500 f Service	One Person	Two Person	Family
Monthly mlum	\$880.41	\$1,716.63	\$2,345.53
ly Share strict	\$726.34	\$1,416.22	\$1,935.14
ly Share	\$154.07	\$300.41	\$410,49
eriod Share	\$167.62	\$326.82	\$446.75
eriod Share	\$35.55	\$69,33	\$94.73

HMO Access Blue \$1,500 Site of Service	One Parson	Two Person	Family
Total Monthly Premium	\$772.28	\$1,505.77	\$2,019.26
Monthly Share District	\$637.13	\$1,242.26	\$1,665.89
Monthly Share Employee	\$135.15	\$263.51	\$353.37
Per Pay Period Share District	\$147.03	\$286.68	\$384.44
Per Pay Period Share Employee	\$31.19	\$60.81	\$81.55

	oss Blue of Service	One Person	Two	Family
	Monthly nium	\$963.44	\$1,878.53	\$2,519.13
William St. Tolking Co., St. of St.	Share rict	\$770.36	\$1,504.99	\$1,944.88
Month Emp	A CONTRACTOR OF THE PARTY OF TH	\$193.08	\$373.54	\$574.25
Per Pay P	riod Share rict	\$177.78	\$347.31	\$448.82
Per Pay Pe		\$44.56	\$86.20	\$132.52

Anthem Lumenos HDHP with HSA	One Person	Two Person	Family
Total Monthly Premium	\$906.31	\$1,770.58	\$2,288.09
Monthly Share District	\$770.36	\$1,504.99	\$1,944.88
Monthly Share Employee	\$135.95	\$265.59	\$343.21
Per Pay Period Share District	\$177.78	\$347.31	\$448.82
Per Pay Period Share Employee	\$31.37	\$61.29	\$79.20

Northea t Delta Dental	One Person	Two Person	Family
Total Monthly Premum	\$46.62	\$90.43	\$173.76
Monthly Share	\$37.30	\$72.34	\$139.01
Monthly Share Employee	\$9.32	\$18.09	\$34.75
Per Pay Per od Share	\$8.61	\$16.69	\$32.08
Per Pay Per od Share Employee	\$2.15	\$4.17	\$8.02

Contributions: \$60,000 or more are set at \$2.5%/17.5% of the SOS plans or \$5% of the HSA plan, with the School District paying the lesser of the the SOS or HSA premium