

AGREEMENT

BETWEEN THE

PITTSFIELD SCHOOL COMMITTEE

AND THE

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES  
LOCAL 1315, AMERICAN FEDERATION OF TEACHERS (AFT)  
AFT MASSACHUSETTS, AFL-CIO  
EDUCATIONAL SECRETARIES UNIT

---

JULY 1, 2018 – JUNE 30, 2021

## TABLE OF CONTENTS

AGREEMENT .....	1
ARTICLE I: RECOGNITION, JURISDICTION AND DEFINITIONS.....	1
A. Recognition.....	1
B. Jurisdiction.....	1
C. Definitions.....	1
D. Non-Discrimination .....	2
ARTICLE II: EXISTING CONDITIONS OF EMPLOYMENT .....	2
ARTICLE III: MANAGEMENT RIGHTS .....	3
ARTICLE IV: EVALUATIONS/PERSONNEL FILES .....	3
A. Evaluations.....	3
B. Personnel Files .....	4
ARTICLE V: SENIORITY/VACANCIES/APPOINTMENTS .....	4
A. Seniority .....	4
B. Vacancies .....	5
C. Posting.....	5
D. Appointments .....	7
ARTICLE VI: INVOLUNTARY CHANGES OF ASSIGNMENT.....	7
A. Reduction of Personnel .....	7
B. Involuntary Transfers.....	8
ARTICLE VII: WORK WEEK AND HOURS OF WORK.....	9
A. All Employees.....	9
B. School Year Employees .....	9
C. Full Year Employees.....	10
D. Additional Work Opportunities.....	11
ARTICLE VIII: PAID HOLIDAYS .....	11
A. Full Year Employees.....	11
B. School Year Employees .....	11
C. All Employees.....	12
ARTICLE IX: VACATIONS .....	12
A. Full Year Employees.....	12
B. School Year Employees .....	13
C. Granting of Vacations.....	13
D. Termination of Service.....	13

## TABLE OF CONTENTS

ARTICLE X: LEAVES OF ABSENCE .....	14
A. Sick Leave .....	14
1. Full Year Employees .....	14
2. School Year Employees .....	14
3. Sick Leave Bank.....	15
B. Payments in Excess of Workers' Compensation .....	17
C. Bereavement .....	18
D. Religious Leave .....	18
E. Emergencies .....	18
F. Temporary Leaves of Absence .....	19
G. Maternity Leave .....	19
H. Absences Not Deductible from Vacation.....	20
I. Record of Sick Leave .....	20
J. Parenting Leave .....	20
K. Benefits Retained.....	21
L. Conventions.....	21
M. Substitutes .....	21
N. Family and Medical Leave Act.....	21
O. Small Necessities Leave Act .....	22
P. Domestic Violence Leave Act .....	22
 ARTICLE XI: JURY DUTY .....	 23
 ARTICLE XII: SEVERANCE PAY.....	 23
Payment for Early Notice of Intent to Retire .....	23
 ARTICLE XIII: PERMANENT PART-TIME EMPLOYEES AND TEMPORARY EMPLOYEES.....	 25
A. Permanent Part-Time Employees .....	25
B. Temporary Employees.....	25
 ARTICLE XIV: FRINGE BENEFITS.....	 25
1. Health Insurance .....	25
2. Life Insurance .....	26
3. Tax-Free Annuity .....	26
4. Retirement Plans.....	26
 ARTICLE XV: EDUCATIONAL DEVELOPMENT AND IMPROVEMENT .....	 26
 ARTICLE XVI: FEDERATION RIGHTS AND RESPONSIBILITIES.....	 27
A. FEDERATION Representation .....	27
B. Information.....	27
C. Printing of Agreement.....	28
D. FEDERATION Activity at the School Level .....	28
 ARTICLE XVII: GRIEVANCE PROCEDURE.....	 28
A. Definitions .....	28
B. Procedures .....	28
C. General Provisions .....	30

## TABLE OF CONTENTS

ARTICLE XVIII: POLICIES AFFECTING CIVIL SERVICE EMPLOYEES .....	32
ARTICLE XIX: PAY SCHEDULE .....	33
A. Salaries .....	33
B. Additional Compensation.....	33
1. School Year Employees .....	33
2. Full Year Employees .....	34
C. Procedures .....	34
ARTICLE XX: DUES CHECK-OFF .....	34
ARTICLE XXI: AGENCY SERVICE FEE .....	35
ARTICLE XXII: NOTIFICATION AND REPRESENTATION.....	36
ARTICLE XXIII: SAVINGS CLAUSE.....	36
ARTICLE XXIV: GENERAL.....	36
ARTICLE XXV: NO STRIKE.....	37
ARTICLE XXVI: BARGAINING UNIT WORK .....	37
A. Paraprofessionals.....	37
B. First Aid .....	38
ARTICLE XXVII: DURATION OF CONTRACT.....	38
APPENDIX A: SALARY SCHEDULE – Full Year Employees .....	39
APPENDIX B: SALARY SCHEDULE – School Year Employees.....	40
APPENDIX C: NOTICE OF RESIGNATION FORM .....	41
APPENDIX D: SIDE LETTER OF AGREEMENT .....	42
APPENDIX E: MEMORANDUM OF AGREEMENT HEALTH INSURANCE.....	43

## **AGREEMENT**

This AGREEMENT entered into between the SCHOOL COMMITTEE OF THE CITY OF PITTSFIELD, MASSACHUSETTS (hereinafter referred to as the "EMPLOYER"), and the PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES (Educational Secretaries Unit), LOCAL 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO (hereinafter referred to as the "FEDERATION"), this 25th day of April, 2018.

## **WITNESSETH:**

### **ARTICLE I** **RECOGNITION, JURISDICTION AND DEFINITIONS**

#### **A. RECOGNITION**

The EMPLOYER recognizes the PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES (Educational Secretaries Unit), LOCAL 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO as the sole and exclusive bargaining agent on questions of wages, hours and other conditions of employment for all its educational secretaries, clerk-typists, cafeteria bookkeepers, data entry operators, clerk/dispatchers, account clerks, and its vision and hearing technicians, hereinafter referred to as "EMPLOYEES", excluding all other employees of the EMPLOYER.

#### **B. JURISDICTION**

The jurisdiction of the FEDERATION shall include those persons, now or hereafter who perform the duties or functions of the categories of EMPLOYEES in the bargaining unit, regardless of whether these duties or functions are performed by present, modified by new processes or equipment, or given new position titles. This provision cannot be used to restrict the right of the Pittsfield School Committee to reduce the work requirement for any position from a 52-week work year to a 40-week work year.

#### **C. DEFINITIONS**

1. The term "FEDERATION", as used in this Agreement refers to the PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES (Educational Secretaries Unit), LOCAL 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO.
2. The term "EMPLOYEE", as used in this Agreement, refers to a person employed by the

COMMITTEE in the bargaining unit as described in Article I.

3. The terms "COMMITTEE" and "EMPLOYER", as used in this Agreement, refer to the Pittsfield School Committee.

4. The term "parties", as used in this Agreement, refers to the COMMITTEE and the FEDERATION as participants in this Agreement.

5. The term "Superintendent or his designee," as used in this Agreement, refers to the COMMITTEE'S designee in the implementation of this Agreement.

6. The term "FEDERATION Representative", as used in this Agreement, refers to any official designee of the FEDERATION.

Wherever the singular is used in this Agreement, it is to include the plural. Wherever a personal pronoun is used in this Agreement, it is to include male and female EMPLOYEES.

**D. NON-DISCRIMINATION.** It is the policy of the Pittsfield Public Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Pittsfield Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, sexual orientation, union activity, military/veteran status, or gender identity.

## **ARTICLE II**

### **EXISTING CONDITIONS OF EMPLOYMENT**

**A.** No current condition of employment which affects mandatory subjects of bargaining will be changed by the COMMITTEE without affording the FEDERATION notice and an opportunity to bargain regarding the impact of the change prior to its implementation.

**B.** The FEDERATION shall not contest or obstruct by any means or in any forum the COMMITTEE'S pursuit of removal from civil service classification and jurisdiction of those secretarial positions in the Pittsfield Public Schools that have been duly designated as "confidential."

**C.** The withholding or failure by either party to exercise any of its rights recognized or reserved by this Agreement shall not be deemed a waiver of such recognized or reserved rights in the future and shall not constitute a modification of this Agreement."

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

**A.** The operation and management of the Pittsfield School Department, and the supervision of the EMPLOYEES and of their work, are the rights of the COMMITTEE alone. These rights include, by way of illustration and without being limited to, the following: The right to make reasonable rules to assure orderly and effective work; to make and oversee the implementation of policy; to determine the quantity and types of equipment and materials to be used; to introduce new methods and facilities; to make and institute work schedules; to determine what and where duties will be performed and by whom; to evaluate EMPLOYEE competency; to hire, transfer, promote, layoff, and recall EMPLOYEES; and to demote, discipline or discharge EMPLOYEES for just cause.

**B.** The foregoing enumeration of the COMMITTEE'S rights shall not be deemed to exclude other rights not specifically set forth, the COMMITTEE therefore retaining all rights not otherwise specifically restricted by the Agreement.

**C.** The failure by the COMMITTEE to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of any of the rights of the COMMITTEE to control, operate and manage the schools. Nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent rights of the COMMITTEE except that none of these rights shall be exercised by the COMMITTEE contrary to any specific provision of this Agreement or any express provision of any applicable section of the Civil Service Statute (M.G.L. c.31).

**D.** Except when it can be shown that conduct or action by the COMMITTEE is in violation of a specific provision of this Agreement, such conduct or action shall not be subject to the grievance or arbitration procedures of this Agreement.

### **ARTICLE IV**

#### **EVALUATIONS/PERSONNEL FILES**

##### **A. EVALUATIONS**

1. A committee of EMPLOYEES selected by the FEDERATION and representatives of the Administration of the Pittsfield Public Schools will meet to develop procedures and instruments for evaluating the performance of the secretarial staff.

2. The aforementioned committee will make recommendations for approval by the parties to this

Agreement.

3. Implementation of any approved instruments or procedures will occur three (3) months from the date of acceptance by both parties of the evaluation instrument and procedures.

**B. PERSONNEL FILES**

1. Personnel files shall be maintained under the following circumstances:

Whenever an EMPLOYEE who is a member of the FEDERATION has the right by law of School Committee regulations to observe her personnel record or any part thereof, she may, in writing, upon each occasion desired, authorize an officer of the FEDERATION to have access to their record. Either the EMPLOYEE or FEDERATION Officer, upon surrender of such written authorization to the Appointing Officer, shall be given an appointment to review these records.

2. No material derogatory to an EMPLOYEE'S conduct, service, character or personality will be placed in the file unless the EMPLOYEE has had an opportunity to view the material. The EMPLOYEE will acknowledge that he or she has had an opportunity to review such material by affixing her signature to a copy to be filed with the express understanding that such a copy to be filed with the express understanding that such signature in no way indicates agreement with the comments thereof. The EMPLOYEE will also have the right to submit a written answer to such material and her answer shall be reviewed by the Superintendent and attached to the copy. If the EMPLOYEE refuses to sign the material, such refusal will be noted and the material placed in the file.

3. Official grievances filed by any EMPLOYEE under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the EMPLOYEE; nor shall such grievances become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

**ARTICLE V**  
**SENIORITY/VACANCIES/APPOINTMENTS**

**A. SENIORITY**

1. Seniority shall begin on the date of permanent appointment to a position in the bargaining unit and shall apply to the filling of vacancies and new positions as hereinafter set forth. Seniority shall prevail within job classifications as defined by Civil Service regulations.

2. The administration shall compile a seniority list which shall be kept current.



## **B. VACANCIES**

1. A vacancy will be defined as: the termination or transfer of a secretary's employment or the creation of a new position within this unit. If the vacancy occurs during the school year in a school year position, and a temporary replacement is needed, the chairperson of the FEDERATION Unit will be notified in writing. The administration, after consultation with the chairperson of the FEDERATION Unit, will fill the position in what the administration deems to be the best interests of the schools.
2. If it is anticipated that the position vacated will be eliminated for the coming year, the administration may, but need not, fill the position. Should the position be reconsidered for filling the following year, the posting procedures as outlined in Article V will be followed.
3. All secretaries will be notified by posting of vacancies in the Educational Secretaries Unit.

## **C. POSTING**

1. When a vacancy occurs in a position, or a new position is established for which any member of the Educational Secretaries Unit is eligible, notification of the position shall be distributed within ten (10) working days after the position is vacant to each bargaining unit EMPLOYEE in the Educational Secretarial Unit. A copy shall be sent to each building or office for positing prior to the closing date for applications as stated on the vacancy notice. The vacancy notice shall include the following.

- a. classification.
  - b. name of school or building -- if there is more than one position at a school or building, the department location of the position will be specified;
  - c. school year or full year position;
  - d. salary, hours per day, days per week;
  - e. anticipated date EMPLOYEE is to assume this position;
  - f. specific duties of the position; and
  - g. closing date for applications.
2. During school vacation periods, all position vacancy notices will be mailed to the Educational Secretaries Unit Chairperson, or in her absence, to the Educational Secretaries Unit Secretary for addressing to the school year Employees.
  3. Employees who wish to be considered for a position must make written application to the Superintendent or his designee (hereinafter referred to as the Appointing Officer) by the closing date

as stated on the vacancy notice. The closing date will not be less than two (2) weeks from the date of the vacancy notification.

**4.** Every vacancy will be filled by the EMPLOYER after a recommendation has been presented by the Superintendent of Schools. In filling vacancies the following factors will be considered.

**a.** Overall performance and qualifications under Civil Service regulations.

**b.** Length of service in present classification when being transferred within grade or to a higher grade.

**c.** In the case of a 40-week clerk desiring to take a 52-week position, the EMPLOYEE must have her service prorated to her anniversary date of permanent employment as a 40-week clerk; spring vacation must be counted as a week's vacation as well as the week's salary paid after ten (10) years as a 40-week clerk. The EMPLOYEE will be given four-fifths (4/5) year credit for each year worked.

**5.** If the most senior secretary who applies for a vacancy is not given the assignment, the secretary will meet with the Director of Human Resources to discuss the reasons for said action.

**6.** When any position becomes vacant due to an EMPLOYEE retiring, the Appointing Officer; if so notified by said EMPLOYEE one (1) month in advance, shall send a vacancy notice for posting in all buildings twenty (20) working days before retirement is to be effective, except when special conditions prevent the full twenty (20) day period.

**7.** The Appointing Officer will notify the Educational Secretaries Unit Chairperson and all applicants of the outcome within two (2) weeks following the date of closing.

**8.** When three (3) consecutive vacancies have been filled by a change of assignment, the School Committee may fill the vacancy thereby created from personnel not currently employed, who are on a Civil Service list.

**9.** If the School Committee believes an additional transfer will create a disruption in carrying out normal school functions, the situation will then be discussed by the Appointing Office with the Chairperson of the FEDERATION Unit, during which time every possible consideration will be given to allowing existing personnel their right to change assignments. In the event that the Appointing Officer and the Secretarial Chairperson do not agree to whether or not a situation disruption exists, the decision of the Appointing Office shall prevail.

**10.** Length of service shall govern all voluntary transfers providing the individual to be transferred is qualified for the vacant position, and such transfer is not contrary to the best interests of the system.

**11.** The Appointing Office shall afford to a new or existing EMPLOYEE an appropriate transitional

period which shall include adequate briefing and training for the position. EMPLOYEES receiving a change of assignment upon their own request from one position to another shall be notified in writing at least five (5) working days in advance of the assignment change.

**D. APPOINTMENTS**

1. The name of every newly hired EMPLOYEE will be submitted by the Superintendent of Schools to the EMPLOYER for provisional or permanent appointment as soon as possible.

a. The date upon which an EMPLOYEE receives provisional appointment as shown on Civil Service form Authorization and Notification of Employment for Provisional Appointment, and subsequently by the EMPLOYER, shall establish a "service" date only, and shall be applicable to the salary schedule, vacation schedule, and other fringe benefits. It is understood that this "service" date does not establish "seniority" as governed by Civil Service outlined in Article V, Section 1 of this Agreement.

b. A provisional appointee shall have her name submitted to the EMPLOYER by the Superintendent of Schools for a permanent appointment and the establishment of the "seniority" date as stated on the permanent Civil Service form Authorization of Employment. Such EMPLOYEES shall rank below all others until such permanent appointment is received.

2. Copies of the aforementioned Civil Service forms will be placed in the EMPLOYEE'S personnel folder. At the EMPLOYEE'S request, the EMPLOYEE will be permitted to make a copy (copies) thereof at the time she signs the appropriate Civil Service forms, and before the approved forms are placed in her folder. Also, two (2) copies of the letter confirming "service" and/or "seniority" dates, following School Committee appointment and/or reappointment will be provided.

3. New Employees will receive all benefits as stated in this Agreement as of the date the position is assumed.

**ARTICLE VI**  
**INVOLUNTARY CHANGES OF ASSIGNMENT**

**A. REDUCTION OF PERSONNEL**

1. If a position is being eliminated, in accordance with Civil Service, the Director of Human Resources will notify the EMPLOYEE in writing as soon as he becomes aware of the anticipated elimination of the position, and no later than thirty (30) days prior to the employee's last day of work,

with a copy of said notification to the FEDERATION President and FEDERATION Unit Chairperson.

2. The Director of Human Resources will arrange to meet with the EMPLOYEE as soon as possible, at which time the EMPLOYEE will be allowed to review the following options for placement in a comparable position:

- a. Positions held by non-Civil Service Employees with the same classification, or
- b. Existing vacancies.
- c. In the event that neither a nor b above is applicable, the EMPLOYEE will be able to exercise seniority to take that position by the Civil Service EMPLOYEE within her classification with the shortest service.

#### **B. INVOLUNTARY TRANSFERS**

1. When involuntary changes of assignment are necessary, the EMPLOYEE'S quality of performance, length of service in the Pittsfield School System, and the needs of the system will be considered in determining which Employees receiving an involuntary change of assignment will be assigned only to a comparable position at the same classification and rate of pay.

2. If an EMPLOYEE is being considered for a change of assignment, she will be notified by her immediate supervisor, at which time the EMPLOYEE will be apprised of all conditions relative to the anticipated change. The EMPLOYEE may request that the reasons for involuntary change of assignment be in writing and following same, may respond in writing before the effective date of the reassignment.

3. If, following notification by the immediate supervisor, it is agreeable with the immediate supervisor and the EMPLOYEE that the change of assignment is in the best interest of both parties, the EMPLOYEE will meet with the Director of Human Resources to review placement in a comparable position.

4. The EMPLOYEE will be given an interview with the immediate supervisor for the position(s) which she is considering and will be given adequate opportunity for training and briefing on her new duties.

5. Should the EMPLOYEE not agree with the immediate supervisor and/or Director of Human Resources as to the need for a change of assignment, the decision of the Supervisor and/or Director of Human Resources may be subject to the Grievance Procedure, but the decision of the School Committee shall be final and binding.

6. If a vacancy occurs as a result of an involuntary change of assignment, the vacancy shall be posted in accordance with the provisions of Article V.
7. In the event a new system or process is introduced, all EMPLOYEES shall be given the opportunity to participate in the training program. It is understood that such training sessions may be offered after working hours and without compensation.

## **ARTICLE VII**

### **WORK WEEK AND HOURS OF WORK**

#### **A. ALL EMPLOYEES**

1. The EMPLOYER shall have the right to establish the work schedule of EMPLOYEES provided that the length of a work week shall not be greater than five (5) consecutive days. There shall be no split shifts.
2. As used herein, "overtime" shall mean time that an EMPLOYEE is required to work by his/her supervisor that is also in excess of forty (40) hours in any one work week. An EMPLOYEE so required to work shall have the right to have her/his supervisor reduce the requirement to writing.
3. Where the need arises, an EMPLOYEE may be required to work a reasonable amount of overtime. She/he will be paid at one and one-half (1 1/2) times her/his straight pay time for all hours worked in excess of forty (40) hours in any one work week. In lieu of payment thereof, the EMPLOYEE may have, by mutual agreement, time off at the rate of one and one-half (1 1/2) hours off for every hour of overtime worked. If an EMPLOYEE is required to work on any day other than her regularly scheduled workday, compensation will be at the rate of time and one-half (1 1/2), even if the total hours worked in that particular week do not exceed forty (40) hours.
4. All EMPLOYEES shall be entitled to a fifteen (15) minute break during the work day.

#### **B. SCHOOL YEAR EMPLOYEES**

1. EMPLOYEES will normally work six (6) hours and thirty (30) minutes per day, five (5) days a week when school is in session. School session shall include those days on which in-service workshops are held. Where the need requires it, EMPLOYEES may be required to work in excess of said regular work day. It is agreed that said EMPLOYEE(S) will receive their normal hourly rate of

pay up to forty (40) hours per week, after which they will be paid at a rate of one and one-half (1 ½) their normal hourly rate. If agreeable to said EMPLOYEE and his/her supervisor, such compensation may be in the form of compensatory time off at the mutual convenience of the EMPLOYEE and the supervisor.

2. EMPLOYEES may be requested to work up to one (1) week after the normal school session ends and up to one (1) week before the school session begins with additional compensation at their contracted rate of pay.

3. If an EMPLOYEE is assigned to a school or program with a defined instructional day, then that EMPLOYEE may be scheduled by her/his immediate supervisor to start work not more than thirty (30) minutes before the instructional day begins, or to end work not more than thirty (30) minutes after the instruction day ends, or to a variant with lesser minutes before and/or after the instructional day. An EMPLOYEE not assigned to a school or program with a defined instructional day shall be assigned by her/his immediate supervisor to a normal day consisting of the hours defined in VII.B.1 above which does not begin before 8:10 a.m. and does not end after 3:20 p.m.

#### **C. FULL YEAR EMPLOYEES**

1. Except where a forty (40) hour work week applies to the position EMPLOYEES in the full year group shall normally work seven (7) hours per day.

2. Summer hours will begin the work day after the last day in the teachers' work year, and shall end effective the work day before the teachers' work year begins. "Summer hours" shall mean, for an EMPLOYEE who works a 40 hour week, a work day beginning at 7:00 a.m. and ending 3:30 p.m., with thirty (30) minutes for lunch; and for an EMPLOYEE who works a thirty-five (35) hour week, a work day beginning at 7:30 a.m. and ending at 3:00 p.m. with thirty (30) minutes for lunch.

3. During Christmas, February, and April recesses employees may request and, with the approval of their supervisor(s), may work summer hours (thereby forgoing half of their lunch period in order to leave work thirty (30) minutes earlier).

#### **D. ADDITIONAL WORK OPPORTUNITIES**

The Employer shall offer any additional clerical work opportunities which involve bargaining unit work, including but not limited to any temporary and/or grant funded clerical positions, first to bargaining unit members prior to offering the additional work to other employees. When additional work opportunities arise which involve bargaining unit work in the Educational Secretaries Unit, the employer will offer said work to all members of the bargaining unit by e-mail posting, as soon as the work becomes available, and

prior to hiring a substitute or other employees from outside the bargaining unit to perform the work. The subject of the e-mail posting shall read “Additional Work Opportunity”, and said posting shall include the type and amount of work (number of hours) to be performed, the location where the work is to be performed, and the expected duration of the work (start/end date for the work). Additional Work Opportunities shall be awarded by seniority, to the most senior qualified applicant. When determining an applicant’s qualifications to perform said Additional Work Opportunities the employer shall not be arbitrary or capricious. The employer shall not require work offered as an Additional Work Opportunity to be performed during the employee’s normal work hours. Employees shall be compensated at their applicable hourly rate of pay, their overtime rate of pay for all work performed in excess of forty (40) hours in any one work week, or the temporary/granted funded rate of pay, whichever is higher.

## **ARTICLE VIII** **PAID HOLIDAYS**

### **A. FULL YEAR EMPLOYEES**

1. All EMPLOYEES in the full year group shall receive their regular compensation for each of the following days:

New Year's Day	July 4 <sup>th</sup>
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day

2. EMPLOYEES in the full year group shall be paid for a floating holiday to be taken on one of the following days: Day after Thanksgiving, Christmas Eve, or Day after Christmas. The schedules shall be arrived at cooperatively in consultation with the Superintendent or his/her designee.

### **B. SCHOOL YEAR EMPLOYEES**

1. All EMPLOYEES in the school year group shall receive their regular compensation for each of the following days:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Patriot's Day	Christmas Day
Memorial Day	

**C. ALL EMPLOYEES**

1. In order to qualify hereunder for compensation for any such holiday, such EMPLOYEE must have worked the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday, unless the absence is due to the use of one of the following leaves provided for in this Agreement: jury service, bereavement leave, verifiable illness or emergency leave for an approved reason.
2. Any EMPLOYEE who shall be required to perform work on any of said holidays as part of his/her regularly scheduled work week shall be paid a total compensation of twice her/his regular rate of compensation.

**ARTICLE IX**  
**VACATIONS**

All EMPLOYEES shall be entitled to the minimum vacation period which is now or which may be hereafter prescribed by any provisions of the General Laws applicable to the position and in force and effect in the City of Pittsfield. Vacation periods and allowances are as follows:

**A. FULL YEAR EMPLOYEES:**

1 Year	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks
12 Years	4 Weeks and 1 Day
14 Years	4 Weeks and 2 Days
16 Years	4 Weeks and 3 Days
18 Years	4 Weeks and 4 Days
20 Years	5 Weeks
22 Years	5 Weeks and 1 Day
24 Years	5 Weeks and 2 Days
26 Years	5 Weeks and 3 Days
28 Years	5 Weeks and 4 Days
30 Years	6 Weeks



1. Vacation time is credited on January 1<sup>st</sup> of each year. A newly hired employee shall receive a prorated amount of vacation time upon his/her employment (i.e., if an employee is hired on July 1<sup>st</sup>, said employee will be credited with one (1) week of vacation), and will receive two (2) weeks of vacation on January 1<sup>st</sup>.
2. Persons entitled to four (4), five (5) and six (6) weeks vacation may hold over one (1) week beyond the calendar year.

**B. SCHOOL YEAR EMPLOYEES:**

1 Year	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks

1. This vacation pay shall be applied first to school vacation days/weeks as they appear on the school calendar. Thereafter, any further vacation pay due shall be applied to the EMPLOYEE'S end-of-the-school-session paycheck.
2. Vacation time is credited on January 1<sup>st</sup> of each year. A newly hired employee shall receive a prorated amount of vacation time upon his/her employment (i.e., if an employee is hired on July 1<sup>st</sup>, said employee will be credited with one (1) week of vacation), and will receive two (2) weeks of vacation on January 1<sup>st</sup>.

**C. GRANTING OF VACATIONS:**

1. All such vacations shall be granted by the Principal, Director, or Assistant Superintendent for Business and Finance at such times as, in his/her opinion, will cause the least interference with the performance of the regular work of the School Department.
2. In the event a dispute should arise between employees within the same department with regards to scheduling of vacation days, the employees may attempt to reach an understanding with the assistance of their immediate supervisor, however in the event that the parties are not able to come to agreement then seniority shall be the determining factor.

**D. TERMINATION OF SERVICE:**

1. If a secretary terminates her/his service after October 31<sup>st</sup> and before December 31<sup>st</sup>, such secretary shall receive one (1) weeks vacation pay if qualified for vacation pay under this section.
2. If a secretary terminates her/his service after December 31<sup>st</sup> but prior to February 28<sup>th</sup>, such

secretary shall receive two (2) weeks vacation pay if qualified for vacation pay under this section.

3. If a secretary terminates her/his service after February 28<sup>th</sup> but prior to April 30<sup>th</sup>, such secretary shall receive three (3) weeks vacation pay if qualified for vacation pay under this section.

4. If a secretary terminates her/his service after April 30<sup>th</sup>, such secretary shall receive four (4) weeks vacation pay if qualified for vacation pay under this section.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

#### **A. SICK LEAVE**

An employee shall provide his/her supervisor with at least one (1) hour notice when the employee is to be absent from work due to illness or injury. The Employer may request, and an employee shall provide, appropriate medical documentation for an absence due to illness or injury of more than five (5) consecutive days and/or FMLA forms from his/her medical provider for an absence due to illness or injury of more than three (3) consecutive days. All EMPLOYEES shall continue to receive their regular compensation for absences from duty arising out of disability due to illness or personal injuries not covered by Workers' Compensation as follows:

##### **1. FULL YEAR EMPLOYEES**

As of September 1 of each year all EMPLOYEES will be credited with sixteen (16) days of sick leave, with full pay, for the ensuing year. Effective July 1, 2009, unused sick leave may be accumulated up to two hundred fifty (250) days in addition to the current sick leave due an EMPLOYEE. In no case shall more than the accumulated sick leave plus the current annual sick leave of sixteen (16) days of unused and available be used in any one year (except under Section 1.A. Sick Leave Bank). Holidays and any other days not included in the EMPLOYEE'S scheduled work week shall not be included in the computation of the number of days allowed hereunder. Proof of illness may be required as a prerequisite for payment for illness or injury. Six (6) days of available paid sick leave may be used annually for family illness/emergency.

##### **2. SCHOOL YEAR EMPLOYEES**

- a. An EMPLOYEE with less than three (3) years of service shall accrue sick leave benefits at the rate of one and one-half (1 1/2) days for each month of service.

**b.** An EMPLOYEE with three (3) or more years of service shall be entitled to fourteen (14) sick leave days with full pay each school year as of the first official day of said school year, whether or not she reports for duty on that day. Unused sick leave days may be accumulated from year to year up to: 200 days effective July 1, 1997. Holidays and any other days not included in the EMPLOYEE'S scheduled work week shall not be included in the computation of the number of days allowed hereunder.

**c.** Six (6) days of available paid sick leave may be used annually for family illness/emergency.

**d.** In cases of undue hardship, the EMPLOYER, at its discretion, may allow an EMPLOYEE additional sick leave. Proof of illness may be a prerequisite for payment for illness of injury.

### **3. SICK LEAVE BANK**

**a. POLICY.** It shall be the policy of the Pittsfield School Committee to establish a Sick Leave Bank, the purpose of which shall be to enable the members of the bargaining unit to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave is exhausted through prolonged and/or catastrophic illness or injury, and who have no remaining unused sick leave, personal leave, and/or vacation time in their personal account.

**b. ELIGIBILITY.** Eligibility for membership in the Sick Leave Bank is gained by agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form (an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient). Application for membership is through the Director of Human Resources. Application for membership to the Sick Leave Bank must be made during the month of September. A new hire may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date. New Sick Leave Bank members may not have entitlement to Sick Leave Bank benefits until one (1) year after his/her initial donation to the bank (note: for purposes of this provision, employees who contributed to the sick leave bank that was effective prior to July 1, 2014 shall not be considered new sick leave bank members and are not subject to the one (1) year wait period). Members of the Sick Leave Bank will contribute one (1) day upon application for membership.

**c. SICK LEAVE BANK COMMITTEE.** The Sick Leave Bank Committee shall consist of two (2) members appointed by the Chairperson of the School Committee, and two (2) members appointed by the bargaining unit chairperson. The Sick Leave Bank Committee shall govern all

phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.

**d. GRANT OF SICK LEAVE BANK BENEFIT.** A grant of sick leave from the Sick Leave Bank shall be made by majority vote of those Sick Leave Bank Committee members present and voting, but no meeting shall be held and no vote shall be taken unless a quorum is present. The quorum for meetings of the Sick Leave Bank Committee is three members present. The Sick Leave Bank Committee shall consider the following factors when determining the eligibility of an employee to draw days from the Sick Leave Bank, and in determining the amount of leave to be granted:

**i.** Written medical evidence (e.g., a note from the employee's medical provider) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.

**ii.** The employee's prior utilization of his/her sick leave time.

**iii.** The employee's prior requests for and/or use of Sick Leave Bank time.

**e.** In the event the Sick Leave Bank Committee denies a written request, the applicant may request an appeal meeting to reconsider said determination in writing within ten (10) work days of receipt of the denial. The applicant has the right to attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination (Note: a tie vote results in a denial). The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. The Sick Leave Bank Committee may not provide grants of sick leave from the Sick Leave Bank totaling more than thirty (30) days in any given contract year. The Sick Leave Bank Committee may allow for an additional grant of thirty (30) days (i.e., a maximum of sixty (60) days) in any given contract year under extenuating circumstances. Payments from the Sick Leave Bank are made on a work day basis. Sick leave bank days are only available for a bargaining unit member's own prolonged and/or catastrophic illness or injury.

**f. REVIEW OF LONG-TERM CASES.** A review of long-term cases will be in order at any time if the Sick Leave Bank Committee suspects abuse of sick leave. In such case, an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.

**g. APPLICATION FOR SICK LEAVE BANK BENEFIT.** Participants must exhaust all accrued sick leave, personal leave, and/or vacation time before drawing from the Sick Leave Bank.

Application to the Sick Leave Bank Committee must be made in writing at least two (2) weeks prior to the expiration of accrued sick leave to expedite benefits (an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient). All applications must include certification from the employee's medical provider.

**h. MAXIMUM SICK LEAVE BANK ACCUMULATION.** The maximum accumulation of days in the Sick Leave Bank shall not exceed one hundred and fifty (150) days.

**i. REPLENISHMENT OF BANK.** The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to 1/2 of the total allowable accumulation (i.e., seventy-five (75) days). In this event, each member of the Sick Leave Bank shall be assessed at least one, but not more than four days of their personal entitlement of sick leave, and such assessed days of personal sick leave shall be added to the Sick Leave Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but the Sick Leave Bank Committee cannot assess more than four (4) days of personal sick leave per member of the Sick Leave Bank in any one school year. Each employee will be provided a form indicating that the applicable number of sick days will be deducted on a date certain, unless said employee signs and returns the form prior to the date certain indicating that they no longer wish to be a member of the Sick Leave Bank.

**j. CARRY-OVER.** Any unused sick leave remaining in the Sick Leave Bank at the end of any school year shall be automatically carried over to the next school year. The Committee shall make available to the Federation upon request the current balance of the Sick Leave Bank, as well as a detailed list of all donations/assessments to and withdrawals from the Sick Leave Bank.

## **B. PAYMENTS IN EXCESS OF WORKERS' COMPENSATION**

EMPLOYEES who are covered by Workers' Compensation shall continue to receive during the period of their absence from duty because of disability resulting from personal injuries arising out of and in the course of their employment, or arising out of ordinary risks of the street while actually engaged, with the authorization of the school system, or during the period of their absence from duty because of disability resulting from sickness or illness arising out of and in the course of their employment, the difference between their regular compensation and the amount being received by them under the Workers' Compensation Act. Amount received hereunder shall be subject to the provisions of the foregoing section governing sick leave to which she may be charged against the unused portion of sick leave benefits as follows:

Number of days charged

$$\frac{\text{Per diem amount received hereunder}}{\text{Per diem regular compensation}} \times \text{Number of days for which compensation benefits have been received}$$

### **C. BEREAVEMENT**

1. In the event of a death of a member of the immediate family, an employee will be entitled to leave for five (5) work days without loss of pay. Immediate family includes parents, spouse, life partner/companion, children, stepchildren, mother-in-law, father-in-law, siblings and a person for whom the employee has had the responsibility for making funeral arrangements.
2. An employee shall be entitled to leave for four (4) work days without loss of pay for the death of a grandparent, grandchild, brother-in-law, sister-in-law or someone living in the immediate household.
3. In the case of the death of a relative of the second degree, an employee shall be entitled to leave without loss of pay for one (1) day. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins and in-laws other than mentioned above.
4. Leave under this section may be taken immediately following the death or commensurate with the funeral and/or memorial service, at the discretion of the employee. An employee will normally be required to take leave granted under this section within ten (10) work days of the date of death, however an employee may request he/she be allowed to take his/her leave at some point in time beyond ten (10) work days to accommodate for travel, legal obligations, or religious reasons. Any request to take leave beyond ten (10) work days from the date of death shall be made in writing to the Superintendent or his/her designee, and must include the dates requested and the reason for the request. Such requests shall not be unreasonably denied.
5. Permission to attend the funeral service of a member of the bargaining unit shall be granted to a representative group of employees on the death of an employee.

### **D. RELIGIOUS LEAVE**

Each EMPLOYEE will receive up to three (3) days leave without loss of pay or benefits for required observance of recognized religious rites when such observance is not possible outside the school day.

### **E. EMERGENCIES**

1. Absence without loss of pay not to exceed two (2) days in any year may be granted by the EMPLOYER for reasons other than personal illness, in cases of extreme necessity or personal

hardship, provided application is made to the Superintendent in writing, if possible, in advance. A reason is not required. One (1) unused day may be carried over to the next year, provided the total days in any given year do not exceed three (3) days.

2. Absences approved by an immediate supervisor, not exceeding three (3) hours are not chargeable to personal leave.

3. All full year secretaries will be given up to three (3) emergency weather days per year. On a day when weather conditions make travel unsafe and the Pittsfield Public Schools are closed for students, if the State of Massachusetts declares a weather related "State of Emergency" including Berkshire County, a full year employee may at his/her own discretion elect to use one (1) of three (3) emergency weather days, and without loss of pay. Effective January 29, 2018, the District's use of manual phone-tree systems shall cease, Administrators will notify secretaries electronically using a software application (e.g., School Messenger) that they need not report for the day, and the on-line absence management system (AESOP) will be modified to accommodate the use and tracking of Emergency Weather Days.

#### **F. TEMPORARY LEAVES OF ABSENCE**

1. The EMPLOYER may authorize special leaves with or without pay for any period or periods not to exceed three (3) calendar months in any one year for the following purposes: attendance at colleges, university or trade school; for the purpose of training in subjects related to the work of the EMPLOYEE and which will benefit the EMPLOYEE and the School Department service; urgent personal business requiring EMPLOYEE'S attention for an extended period, such as settling estates, liquidating a business, serving on a jury and attending court as a witness, and for purposes other than the above that are deemed beneficial to the School Department service.

2. An employee who voluntarily leaves employment with the Pittsfield Public Schools and then subsequently returns to work for the District within one hundred and eighty (180) calendar days may be returned to his/her previous position (or a comparable position) if a vacancy exists, and shall suffer no loss of pay or benefits including but not limited to seniority.

#### **G. MATERNITY LEAVE**

1. A female secretary who has been employed by the COMMITTEE for at least three (3) consecutive months as a full-time secretary who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for adopting a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or

physically disabled, said period to be hereafter called maternity leave, and who shall give at least two (2) weeks' written notice to her EMPLOYER of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service, credit and seniority, whenever applicable, as of the date of her leave. Such leave shall be unpaid to the extent the secretary's sick leave does not cover the eight (8) week period.

2. The COMMITTEE shall not be required to restore a secretary on maternity leave to her previous or a similar position if other secretaries of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such secretary on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

3. Such maternity leave shall not affect the EMPLOYEE'S right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights and advantages; and provided, further, that the EMPLOYER need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless the COMMITTEE provides for all EMPLOYEES on leaves of absence.

#### **H. ABSENCES NOT DEDUCTIBLE FROM VACATION**

The time or period during which any person shall be entitled to compensation under this Article for absences due to non-work related disability or for death of relatives shall not be deducted from the vacation period to which such person is otherwise entitled, and such time or period of absence shall be included in computing the number of weeks of service in determining the basis for the allowances of such vacation period. All above applications for leaves shall be made in writing.

#### **I. RECORD OF SICK LEAVE**

The EMPLOYER shall annually update an EMPLOYEE'S sick leave record as of September 1<sup>st</sup>.

#### **J. PARENTING LEAVE**

1. A secretary who wishes to obtain an unpaid Leave of Absence to care for a newborn child or newly adopted infant shall submit a written notice to the COMMITTEE at least forty- five (45)



days in advance of the anticipated date of birth or adoption.

2. Such leave shall be taken without pay, benefit accrual or co-payment of insurance. Parenting Leaves shall extend for the remainder of the school year in which the request is made. Written notice of intent to return in September must normally be given prior to May 1, but in no event later than May 31<sup>st</sup>, of such calendar year.

3. If a secretary fails to return to work by the September following the start of the Parenting Leave, her employment will be terminated unless her leave has been extended by the COMMITTEE, in its discretion. The decision of the COMMITTEE to allow or deny such a leave extension request shall not be subject to the Arbitration provisions of this Agreement.

#### **K. BENEFITS RETAINED**

All benefits to which an EMPLOYEE was entitled at the time her leave of absence commenced, including unused accumulated sick leave, will be restored to her upon her return, and said EMPLOYEE will be assigned to the same classification.

#### **L. CONVENTIONS**

1. Time necessary for FEDERATION members to attend city, county, state, or national affiliate conferences and conventions shall be granted, provided that the total amount of time taken by all such members does not exceed ten (10) per school year.

2. An EMPLOYEE may be granted a leave of absence with pay and without loss of vacation leave while attending a state or national convention of a veterans' organization chartered by the Congress of the United States, if she or he is a delegate or an alternate. The above leave of absence may be granted at the discretion of the EMPLOYER.

#### **M. SUBSTITUTES**

It will be the secretary's responsibility to notify his or her supervisor no later than one hour in advance of the opening of school of an absence. The school administration will make every effort to secure a qualified substitute, e.g., a civil service employee, when the administration determines that the absence will have a negative effect. If all efforts to secure a qualified substitute fail, the administrator will use his or her discretion filling the absented position, with the best interests of the school system in mind.

#### **N. FAMILY AND MEDICAL LEAVE ACT**

1. An employee who meets the Federal requirements to qualify for leave under the FMLA is eligible for the following leaves upon completion of the appropriate FMLA forms and verification

that the leave qualifies under the FMLA.

2. Up to twelve (12) weeks unpaid leave in any twelve (12) month period for the birth of a child; the placement of a child with the employee for adoption or foster care; to care for their spouse, son, daughter, or parent with a serious health condition; or for their own serious health condition.
3. An employee who is the son, daughter, parent, or next of kin of a current service member with a serious injury or illness shall be granted up to twenty-six (26) weeks of unpaid leave in any twelve (12) month period (military caregiver leave) (Note: Only 12 of the 26 total weeks may be for a FMLA-qualifying reason other than to care for a covered service member).
4. An employee whose spouse, son, daughter, or parent is a member of the National Guard or Reserves shall be granted up to twelve (12) weeks of unpaid leave in any school year for qualifying exigencies arising out of the military member's active duty or call to active duty in support of contingency operations (qualifying exigency leave).
5. The leaves above shall be added together to determine whether the twelve (12) or twenty-six (26) week maximum has been met.
6. No provision of this Article, or of any other provision of this Agreement, shall be construed as being in conflict with the terms and benefits available to employees under the Family and Medical Leave Act (FMLA). In the event that any provision herein is determined to be in conflict with the FMLA, the terms and conditions set forth in the FMLA shall be deemed those to which the employee is entitled; except that any benefit provided herein that exceeds what is required by the FMLA shall not be construed as being in conflict with the FMLA.

**O. SMALL NECESSITIES LEAVE ACT**

An employee who meets the statutory requirements to qualify for leave under the Small Necessities Leave Act (SNLA) is eligible for unpaid leave for the purposes allowed under M.G.L. c. 149, § 52D upon verification that the leave qualifies under the SNLA. An eligible employee may elect to take leave in increments of two (2) hours. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.

**P.** An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) is eligible for unpaid leave for the purposes allowed under said laws upon verification that the leave qualifies under the laws. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.

## **ARTICLE XI**

### **JURY DUTY**

Secretaries summoned to Jury Duty shall serve without loss of pay or benefits provided:

1. The Secretary shall provide her supervisor with a copy of the summons to serve on a jury as soon as possible after its receipt.
2. The Secretary shall notify her supervisor as soon as possible if she is not required to report for jury duty on any given day and she will report for work that day.
3. The Secretary shall notify her supervisor as soon as possible if she is released early from jury duty on any day and, if so directed, shall promptly report to work for the balance of the workday.
4. Secretaries must turn in documentation of the days served on jury duty along with their jury duty pay to the Payroll Office.

## **ARTICLE XII**

### **SEVERANCE PAY**

**A.** An EMPLOYEE shall receive severance pay upon retirement or death at the rate of pay of one- half (1/2) day for every day of accumulated unused sick leave. Effective July 1, 2009, such accumulation shall not exceed two hundred (200) days.

**B. PAYMENT FOR EARLY NOTICE OF INTENT TO RETIRE**

1. On the conditions set forth in paragraphs a and b below, the COMMITTEE shall pay to any EMPLOYEE who so qualifies, the sum of \$1,250.00 for her/his having provided early notice of intent to retire or resign. Said payment shall be made in the last paycheck issued during that person's employment by the Pittsfield Public Schools.

**a.** As used herein, "early notice of intent to retire" shall mean the EMPLOYEE's written and signed notice, given on the form appearing as Appendix C of this Agreement, to the Superintendent or her/his designee, provided by not later than January 1<sup>st</sup> of the calendar year in which the EMPLOYEE states that she/he will retire from the Pittsfield Public Schools.

**b.** The payment set forth in subsection 1, above, shall be owing and due the EMPLOYEE only if:

- i.** the EMPLOYEE is otherwise eligible to retire pursuant to the rules of the City of Pittsfield Retirement Board;
  - ii.** the EMPLOYEE's early notice of intent to retire or resign is irrevocable save under the conditions set forth in subsection 2, below; and
  - iii.** the EMPLOYEE's retirement or resignation occurs between June 30<sup>th</sup> and the start of the next school year.
- 2.** Notice of intent to retire or resign under this provision shall be revocable only with the consent of the prospective retiree or resignee and the Pittsfield Public Schools, and only under extraordinary circumstances. Any request to revoke a notice of intent to retire or a resignation submitted under this section shall, if contested by the Pittsfield Public Schools, be decided by a majority vote of a committee composed of four (4) members, two (2) being members of the FEDERATION, and (1) being the Superintendent of Schools or her/his designee, and one (1) being a member of the COMMITTEE. The decision of said committee shall be final and shall not be subject to the grievance procedure of the Agreement.
- 3.** Any EMPLOYEE who acted prior to the ratification date of this Agreement, and who duly filed notice for payment under Article XII § 2 of the Agreement in effect from July 1, 2000, through June 30, 2003, may elect either of the following options, but not both:
  - a.** receive the payment set forth in that Agreement for the notice already provided on the terms stated in that provision; or
  - b.** submit a new notice pursuant to the terms of this provision, and receive payment as set forth herein.
  - c.** In the event that the Superintendent or her/his designee receives no notice pursuant to subsection 1. a, above, from any EMPLOYEE who duly filed an early notice of intent to retire under Article XII § 2 of the Agreement in effect from July 1, 1997, through June 30, 2000, then the payment owing and due under the terms of that Agreement shall be paid on those terms.
- 4.** Except as set forth in this section, no EMPLOYEE shall receive any payment from the COMMITTEE for an early notice of intent to retire.

**ARTICLE XIII**  
**PERMANENT PART-TIME EMPLOYEES AND TEMPORARY EMPLOYEES**

**A. PERMANENT PART-TIME EMPLOYEES**

EMPLOYEES who are hired to work in a permanent part-time position which requires their presence for the same number of days as regular EMPLOYEES, but less hours per day than that required for the regular EMPLOYEES, shall receive all benefits as established under this Agreement, in the same proportion as their work week compares with the work week of full-time EMPLOYEES covered by this Agreement. It is understood no permanent part-time EMPLOYEES who work less than twenty (20) hours per week shall receive any benefits. It is understood that no member of the bargaining unit who has been permanently appointed to her position as of July 1, 1991 shall have her hours of work reduced or be laid off from her employment as a result of the COMMITTEE'S hiring of permanent part-time EMPLOYEES to work less than twenty (20) hours per week. In addition, the total yearly aggregate hours of these EMPLOYEES working less than twenty (20) hours a week shall not exceed fifteen percent (15%) of the total hours of work performed by the entire bargaining unit in that fiscal year.

**B. TEMPORARY EMPLOYEES**

1. The Director of Human Resources shall be responsible for the filling of temporary vacancies. Temporary assignments shall be for a period no longer than three (3) months. Temporary EMPLOYEES have no rights under the terms of this Agreement.
2. A temporary EMPLOYEE is an EMPLOYEE engaged to perform work that is definitely temporary, such as taking care of peak-period loads or emergency work of any kind, or filling the place of a regular EMPLOYEE absent through illness, vacation, or for any other reason.

**ARTICLE XIV**  
**FRINGE BENEFITS**

**A. HEALTH INSURANCE**

1. The Committee and the Union are parties to a Memorandum of Agreement, dated April 6, 2018 hereinafter "the Section 19 Agreement" which provides for health insurance benefits to be provided through the Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (MIIA/BCBSMA). Employees shall receive health insurance benefits in accordance with the Section

19 Agreement so long as said Agreement is in effect. The Section 19 Agreement is attached hereto, and incorporated herein by reference as Appendix E.

2. Health insurance premium deductions shall be equalized throughout the year based upon the applicable number of payroll periods. Health insurance premium increases effective July 1st will be deducted from an employee's paycheck during the month of June.

**B. LIFE INSURANCE**

The EMPLOYER agrees to pay that portion of the \$10,000 Life Insurance premium paid for other City Employees under terms of Chapter 32B of the General Laws.

**C. TAX-FREE ANNUITY**

EMPLOYEES shall be allowed to take advantage of whatever Federal law may be in force concerning tax-free annuities.

**D. RETIREMENT PLANS**

All EMPLOYEES covered by this Agreement shall be covered by the Retirement Plan as prescribed by law.

**ARTICLE XV**  
**EDUCATIONAL DEVELOPMENT AND IMPROVEMENT**

A. The EMPLOYER agrees to appropriate \$3,500 per year for the educational development and improvement of unit members. The EMPLOYER will distribute the money to honor:

1. Requests for tuition fees for courses taken at accredited colleges, universities, or professional training schools which are germane to an EMPLOYEE'S assignment, and which are taken with the advance approval of the Appointing Officer, after a request in writing by the EMPLOYEE involved.
2. Requests to cover the reasonable expenses (including fees, meals, lodging and transportation) incurred by EMPLOYEES who attend workshops, seminars, conferences or improvement sessions with the advance approval of the EMPLOYEE'S immediate supervisor and the Appointing Officer. In-service training meetings, classes, and workshops may be offered by the School Department for all interested EMPLOYEES at varied times.
3. The funds designated in the first sentence of this Article shall be distributed in each year of this Agreement by allocating \$1,167 for each period described in this section. Each request must be filed

on or before the following deadlines to be considered for reimbursement:

- a. First course meeting occurs between July 16<sup>th</sup> and November 1<sup>st</sup>: Submit request for approval by not later than November 1<sup>st</sup>.
  - b. First course meeting occurs between November 2<sup>nd</sup> and March 1<sup>st</sup>: Submit request for approval by not later than March 1<sup>st</sup>.
  - c. First course meeting occurs between March 2<sup>nd</sup> and July 15<sup>th</sup>: Submit request for approval by not later than July 15<sup>th</sup>.
- B.** The amount allocated in accordance with the process contained above, shall be divided by the total amount of tuition and approved fees timely requested. Each request shall be funded at the percentage level of such ratio.
- C.** The COMMITTEE shall provide each EMPLOYEE with not fewer than six (6) hours of training during the work day in each contract year. Such training shall be in skills needed for effective and efficient performance of the EMPLOYEE's position. Training shall be provided in such areas as an introduction to computer use, word processing, and other skills related to the EMPLOYEE's position, or as shall improve the skills that the EMPLOYEE may already possess in these areas.
- D.** The FEDERATION shall organize a committee of at least two (2) members who shall work with the Superintendent of Schools or her/his designee to plan and organize such training for EMPLOYEES.

## **ARTICLE XVI**

### **FEDERATION RIGHTS AND RESPONSIBILITIES**

**A.** None of the rights provided by this Article shall apply if the FEDERATION or secretaries are involved in actions prohibited by Article XXV, No Strike, of this Agreement.

#### **B. FEDERATION REPRESENTATION**

1. The EMPLOYER recognizes the FEDERATION Representative as the official representative of the EMPLOYEES.
2. The FEDERATION Representatives who meet with the Superintendent of Schools during the school year may submit items for the agenda which apply to Secretarial personnel.

#### **C. INFORMATION**

In addition to any information provided in other Articles or Sections of this Agreement, upon request,

the COMMITTEE shall provide the FEDERATION with all information, records, statistics or other material in the possession of the COMMITTEE, which is available to the public upon request, and which is necessary to facilitate negotiations or the administration of this Agreement.

**D. PRINTING OF AGREEMENT**

1. The parties agree to share the cost of printing 50 copies of this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit employed by the EMPLOYER. The cost of all additional copies will be paid by the party who desires them.
2. Such printing will be done in the Print Shop at Taconic-Vocational High School if possible.

**E. FEDERATION ACTIVITY AT THE SCHOOL LEVEL**

1. SCHOOL MEETINGS: The members of this bargaining unit shall have the right to use designated areas in school buildings for meetings, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the appropriate person in charge.
2. DISTRIBUTION OF MATERIALS: The FEDERATION shall have the right to place materials in the mailboxes of secretarial EMPLOYEES.

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A grievance shall be defined to include any dispute, complaint, or controversy which concerns the wages, hours and working conditions of the members eligible for coverage under this Agreement, or the meaning, interpretation, application or implementation of the terms of this agreement, and Civil Service Laws and Rules for the Commonwealth of Massachusetts except that nothing herein shall be construed to permit either party to bring a Civil Service grievance to arbitration.
2. A "grievant" on any issue covered by the terms of this Agreement is any EMPLOYEE, group of EMPLOYEES having a common grievance, or the FEDERATION.
3. A "party of interest" is a grievant, witness, person, group of persons or organization who might be required to take action, or against whom action might be taken in order to resolve the grievance.

**B. PROCEDURES**

**LEVEL ONE: (IMMEDIATE SUPERIOR LEVEL)**



1. A grievant will first discuss a complaint with the immediate superior directly, together with or through a FEDERATION representative if the grievant so desires, with the objective of resolving the matter informally.
2. If the grievance is not resolved informally, the grievant may submit directly, together with or through the FEDERATION, a written grievance to the principal of the building or to the immediate superior of the grievant. Within ten (10) calendar days after receiving the grievance, the principal or immediate superior shall communicate his decision in writing.

**LEVEL TWO: (SUPERINTENDENT LEVEL)**

1. The decision of the building principal or the immediate superior may be appealed in writing by the aggrieved directly, together with or through the FEDERATION to the Superintendent of Schools or his designated representative within ten (10) calendar days after the decision of the principal or immediate superior has been received by the aggrieved.
2. The Superintendent of Schools or his designated representative shall meet with the aggrieved directly, together with or through a FEDERATION representative within ten (10) calendar days after receipt of the appeal.
3. If the Superintendent of Schools and the grievant satisfactorily resolve the grievance, the Superintendent of Schools shall submit his decision in writing within ten (10) calendar days.
4. It is understood that if a grievance is due to an alleged violation of Massachusetts Civil Service regulations, the grievance procedure may begin at Level II.

**LEVEL THREE: (SCHOOL COMMITTEE LEVEL)**

1. If the grievance is not resolved at Level Two the grievance may be appealed in writing to the School Committee within ten (10) calendar days after the decision has been received by the aggrieved and the FEDERATION.
2. The School Committee or the Negotiating Subcommittee of the School Committee shall meet with the grievant and the FEDERATION representative in executive session within fifteen (15) calendar days of receipt of the appeal.
3. The School Committee shall communicate its decision in writing within fifteen (15) calendar days of the meeting with the grievant and the FEDERATION representative.

**LEVEL FOUR: (ARBITRATION)**

1. If the grievance is not settled at Level Three and the FEDERATION determines the grievance is

meritorious, it may file for Arbitration. If the FEDERATION files for Arbitration, it shall notify the Committee within thirty (30) calendar days of the decision at Level Three. The filing of a written demand for Arbitration with the AAA shall be the method of notifying the COMMITTEE of the FEDERATION'S intent to appeal. The date postmarked on the envelope containing the AAA demand shall be deemed the date of filing.

2. The arbitrator so selected will confer with representatives of the School Committee and the FEDERATION and hold hearings promptly, and will issue his decision not later than twenty (20) days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator shall be without power or authority to extend beyond the submission agreement, or to add to, delete from, modify or alter the terms of this agreement. The decision of the arbitrator shall be submitted to the School Committee and to the FEDERATION and shall be final and binding.

3. The costs of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be born equally by the School Committee and the FEDERATION provided, however, a party who cancels or postpones a hearing without the required notice to the AAA or the Arbitrator shall pay the full cost of any fees of the AAA and/or the Arbitrator. If the COMMITTEE claims the FEDERATION has violated any provisions of Article IV, the No Strike Clause, it may present such claim to the FEDERATION, in writing, and if the parties fail to settle the matter within ten (10) calendar days, the COMMITTEE may submit the dispute to arbitration under the provisions of Level Four of this Article.

#### **C. GENERAL PROVISIONS**

1. **REPRESENTATION:** Any "party of interest" may be represented at any level of this procedure by a person of his own choosing, except that a grievant may not be represented by an officer or a representative of any organization other than the FEDERATION. Whenever a grievant is not represented by the FEDERATION, the FEDERATION shall be given five (5) days prior notice of a hearing, have the right to be present and to state its views at all levels of this procedure. The FEDERATION shall have the right to appeal the disposition of a grievance if such disposition is alleged to be a violation of this Agreement.

2. **TIMELINESS:** In order for a grievance to be timely, it must be filed in writing within thirty (30) days after the occurrence or knowledge of the situation, condition, or action giving rise to the grievance. Failure of a grievant to file in writing a complaint within thirty (30) days or to proceed to the next step as provided in the procedures shall cause the grievance to be deemed to have been waived. Failure of the COMMITTEE and/or its agents to respond as provided in the procedures at any step shall constitute a denial of the grievance and the grievant shall have the right to proceed to the next step in the procedure. Any time limits specified in the Article may be extended only by mutual agreement of both parties reduced to writing.

3. **NO REPRISAL:** The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition of such grievance, shall not be recorded in the EMPLOYEE'S file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such secretary or secretaries who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request that all such documents, communications and records be included in his personnel file.

4. At Arbitration the grievant and the School Committee shall have the following rights:

- i. To be present at the hearing;
- ii. To hear testimony;
- iii. To give testimony;
- iv. To call others to give testimony;
- v. To question whether personally or through a FEDERATION or COMMITTEE representative, any person giving testimony.

5. Except in cases of arbitration hearing, grievances shall ordinarily be processed at times which do not disrupt the educational programs in the schools or interfere with the EMPLOYEE'S responsibilities. If grievances are processed during the school day by mutual agreement of the parties, then released time shall be provided to all parties of interest without loss of pay or benefits.

6. **TIME LIMITS:** Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.

7. Nothing herein shall require the FEDERATION to process a grievance through arbitration.

8. Grievances shall be initiated at the administrative level giving rise to the grievance. If the

administrator determines that the grievance has been improperly filed at his level, he/she shall so notify the grievant. The original filing shall be valid for timeliness as provided in the various levels of the grievance process.

**9.** Class or group grievances involving more than one grievant shall identify the class affected by the grievance at Level One of the grievance procedure.

**10.** At a School Committee grievance hearing, the FEDERATION and/or the EMPLOYEE shall have the right to fully present their position regarding the grievance, including the right to speak on their own behalf, to have FEDERATION representation and to produce support for their position through documents or other persons.

## **ARTICLE XVIII**

### **POLICIES AFFECTING CIVIL SERVICE EMPLOYEES**

**A.** Nothing in this Agreement shall be in conflict with Civil Service Rules and Regulations.

**B.** The Appointing Officer shall formally request that a Civil Service test be given in this city when it becomes evident that there is no existing list from which to employ persons for positions under this section.

**C.** The Appointing Officer shall forward to the FEDERATION secretary a copy of his annual Civil Service EMPLOYEE listing, as required under Section 15C of the Civil Service Laws.

**D.** The EMPLOYER agrees to supply each newly hired EMPLOYEE with a copy of the Civil Service Manual, if such copies are available.

**E.** The Appointment Officer will notify the President of the Federation of Educational Secretaries in writing when the School Committee is considering a change of classification of any vacated Civil Service position for which EMPLOYEES covered under this Agreement are eligible. The Appointment Officer will meet with the Executive Board members of the Federation of Educational Secretaries to discuss proposed reclassification.

**F.** An EMPLOYEE serving a probationary period shall be evaluated by her immediate supervisor as soon as possible after her ninetieth (90th) day of employment, but not later than the ninetieth (90th) day preceding the close of such probationary period. Such written evaluations shall address the conduct or capacity of the EMPLOYEE, or the character or quality of her work. The evaluation shall be shown to the EMPLOYEE, who shall sign it, and a copy thereof shall be placed in her personnel folder. Her signature

indicates only that she has read the evaluation.

**G.** The Federation agrees not to contest or object in any forum the School Committee's seeking removal of all bargaining unit positions from civil service jurisdiction (M.G.L. c. 31); and the Committee agrees to include language in the new Agreement that provides rights in the areas of seniority, layoff, recall, bumping, and just cause for disciplinary action that are comparable to those possessed by unit employees who are covered by civil service. However, all current employees who are employed as of the effective date of this Agreement shall be covered by the Civil Service to the extent provided by law.

## **ARTICLE XIX** **PAY SCHEDULE**

### **A. SALARIES**

1. A table showing the annual salaries of all EMPLOYEES is hereby attached and marked Appendix A and Appendix B.

#### **2. HOURLY RATE COMPUTATIONS**

The hourly rate for EMPLOYEES shall be determined by dividing the annual salary by the number of work days, and dividing the product thereof by the number of hours worked per day.

3. Any employee hired on or after July 1, 2010 will be required to receive his/her compensation through direct deposit. The pay day shall be changed from Wednesday to Friday effective upon the City of Pittsfield's implementation of same.

4. Effective July 1, 2012, employees shall be compensated based upon the hourly rates listed in the Appendices. Employees shall be paid based upon the actual number of hours worked. In the case of a snow day, employees will not be compensated for the actual snow day, but will be compensated for work performed on the rescheduled day later in the year.

### **B. ADDITIONAL COMPENSATION**

#### **1. SCHOOL YEAR EMPLOYEES - EFFECTIVE JULY 1, 2011:**

In addition to the basic compensation provided for above, all EMPLOYEES shall be entitled to additional compensation at the rate of \$160.00 per annum upon completion of five (5) years of service as set forth below; an additional \$160.00 upon completion of ten (10) years of service; an additional \$160.00 upon completion of fifteen (15) years of service; an additional \$160.00 upon completion of twenty (20) years of service; an additional \$160.00 upon completion of twenty-five (25) years of

service; and an additional \$160.00 upon completion of thirty (30) years of service.

**2. FULL YEAR EMPLOYEES - EFFECTIVE JULY 1, 2011:**

In addition to the basic compensation provided for above, all EMPLOYEES shall be entitled to additional compensation at the rate of \$230.00 per annum upon the completion of five (5) years of service as set forth below; an additional \$230.00 upon completion of ten (10) years of service; an additional \$230.00 upon completion of fifteen (15) years of service; an additional \$230.00 upon completion of twenty (20) years of service; an additional \$230.00 upon completion of twenty-five (25) years of service; an additional \$230.00 upon completion of thirty (30) years of service, to become effective on the anniversary date of employment.

**C. PROCEDURES**

1. In determining whether or not an EMPLOYEE is entitled to additional compensation due to seniority, and the amount thereof, where the employment has not been continuous, all periods of employment with the City of Pittsfield shall be added to each other, except when the employment was terminated through fault, deficiency, resignation, act of School Committee or act of EMPLOYEE, and such separation from the employment exceeds sixty (60) days.

2. An EMPLOYEE who leaves the service of the School Department directly to enter the Armed Forces of the United States, and who thereafter returns to the service of the School Department upon termination of such service with the Armed Forces, shall be entitled to have the period of such service with the Armed Forces added to the term of her employment with the City in determining whether or not she is entitled to additional compensation and the amount thereof under this Article.

3. EMPLOYEES shall be entitled to the additional compensation under this Article commencing on the first payroll period following the time when the EMPLOYEE shall have completed the necessary periods of service set forth above.

**ARTICLE XX**  
**DUES CHECK-OFF**

A. The FEDERATION may secure authorization for payroll deductions for FEDERATION dues by filing the "Authorization for Payroll Deduction" card. Such authorization may be revocable as provided by law. The COMMITTEE will request the Treasurer of the City of Pittsfield to submit such sums in total to the FEDERATION Treasurer.

**B.** The FEDERATION shall be notified of any EMPLOYEE withdrawing or dropped from payroll deductions.

**C.** Any EMPLOYEE desiring to have the COMMITTEE discontinue deductions that have been previously authorized must provide written notice to the COMMITTEE.

**D.** The FEDERATION agrees to and does hereby indemnify, defend and hold harmless the COMMITTEE and the City of Pittsfield, and their members, agents and representatives from and against any and all claims, demands, liabilities, suits or any other form of action brought by members of the collective bargaining unit arising from or relating to any action taken by them in good faith in making or transmitting such deductions in accordance with

the FEDERATION'S written instructions, provided that the COMMITTEE has given the FEDERATION timely notice of any such claims, demands, liabilities or suits, and the FEDERATION has had an opportunity to intervene in and defend any such actions.

## **ARTICLE XXI**

### **AGENCY SERVICE FEE**

**A.** The Committee will respect the position of the Federation as the sole and exclusive bargaining agent for all employees in the secretaries' bargaining unit on matters of wages, hours, and conditions of employment for the life of this Agreement.

**B.** Effective thirty (30) days after execution of the Agreement or the commencement of employment, whichever comes later, each employee, in accordance with the M.G.L. c. 150E § 12., shall be required to pay the service fee to the Federation.

**C.** The Federation will be solely responsible for enforcing the provisions of this Article. The Committee will not be responsible to enforce any provision of this Article.

**D.** The Federation will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution, or common law, made or instituted against the Committee or its agents, employees or secretaries, resulting from this Article. Specifically, the Federation will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Article, the Federation will pay any and all of those damages, including interest and charges.

**E.** If any court of competent jurisdiction determines that any part of this Article, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article will be null and void.

**F.** The service fee shall be calculated in accordance with the provisions of M.G.L. c. 150E § 12, and applicable state and federal constitutional law, and shall not be paid by employees to remain members in good standing with the Federation.

## **ARTICLE XXII** **NOTIFICATION AND REPRESENTATION**

**A.** In the event that an EMPLOYEE is to be disciplined, reduced in the rate of compensation, separated or otherwise discharged, such EMPLOYEE shall be given the reason or reasons in writing except for verbal reprimands.

**B.** An EMPLOYEE has the right to be represented by the FEDERATION in any meeting with one or more administrators when there is probable cause to believe that the purpose of the meeting is for disciplinary action.

## **ARTICLE XXIII** **SAVINGS CLAUSE**

If any provisions of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the FEDERATION. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XXIV** **GENERAL**

**A.** When it is necessary pursuant to ARTICLE XVI for an EMPLOYEE to attend an arbitration hearing during a school day, the School Committee will pay for two (2) members of the FEDERATION to



- participate. All other costs for additional FEDERATION witnesses will be borne by the FEDERATION.
- B.** The EMPLOYER will make available to the FEDERATION in the Superintendent's Office, copies of minutes of the official School Committee meeting and all other public documents that are distributed to the EMPLOYER at official meetings, as soon as possible after such meeting. A copy of the official agenda of the meeting, and any attached public documents will be made available to the FEDERATION in the Superintendent's Office as soon as possible
- C.** Every secretary will be supplied with a serviceable secretary's desk, secretary's posture chair, electric typewriter, and other necessary equipment and supplies to effectively perform her duties.
- D.** At any school which has a school parking lot, an adequate portion of the parking lot will be reserved for her use, where possible.

## **ARTICLE XXV**

### **NO STRIKE**

- A.** The parties agree that there shall be no strike of any kind whatsoever, no work stoppages, withholding of services, slowdowns, or interference with or interruption of the functioning of the school system by any EMPLOYEE or the FEDERATION.
- B.** Nor shall there be any strike or interruption of work because of any disputes or disagreements between any other persons, Employers, Associations, FEDERATIONS or Unions who are not signatory parties to this Agreement.

## **ARTICLE XXVI**

### **BARGAINING UNIT WORK**

#### **A. PARAPROFESSIONALS**

No paraprofessional employee shall do the bargaining unit work of EMPLOYEES in the bargaining unit, except: to fill in for illness, personal days, vacations, or other short-term absences by secretaries; or to help the secretarial staff with short-term overflows of work if the Superintendent or his designee determines such assistance is necessary. It is understood, however, that paraprofessionals, as part and parcel of their jobs, regularly perform some typing, filing and other clerical functions. However, paraprofessionals shall not displace existing bargaining unit EMPLOYEES through their performance of

clerical duties. "Short-term" as used in this Article shall mean periods of four (4) weeks or less. It is understood that paraprofessionals shall not substitute for bargaining unit members until every effort has been made by the administration to enlist the services of a clerical substitute from the list of clerical substitutes in the Personnel Office.

**B. FIRST AID**

The parties agree that, because a secretary is located in a central office of a school, it should not be assumed that assignment of non-secretarial functions should automatically fall to the secretary. The parties agree to make every effort to form a system-wide committee with all involved bargaining units to be invited that will work toward the goal of forming a plan to designate a first aid person in each building.

**ARTICLE XXVII**  
**DURATION OF CONTRACT**

This Agreement shall be effective from July 1, 2018 to the period ending June 30, 2021. Negotiations for a successor agreement will begin no later than February 14, 2021.

**PITTSFIELD SCHOOL COMMITTEE**

**PITTSFIELD FEDERATION OF SCHOOL  
EMPLOYEES, LOCAL 1315, AFT, AFT-MA, AFL-CIO  
EDUCATIONAL SECRETARIES UNIT**

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CHAPTER CHAIRPERSON**

**APPENDIX B**  
**SALARY SCHEDULE**

**FULL YEAR EMPLOYEES**

<b>2018-2019</b>						
<b>SECRETARIAL (52-WEEK)</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>		<b>BUSINESS OFFICE</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>
<b>START</b>	<b>\$14.53</b>	<b>\$16.04</b>		<b>START</b>	<b>\$15.58</b>	<b>\$16.90</b>
<b>1</b>	<b>\$15.23</b>	<b>\$16.74</b>		<b>1</b>	<b>\$16.27</b>	<b>\$17.59</b>
<b>2</b>	<b>\$15.95</b>	<b>\$17.46</b>		<b>2</b>	<b>\$16.98</b>	<b>\$18.30</b>
<b>3</b>	<b>\$16.65</b>	<b>\$18.16</b>		<b>3</b>	<b>\$17.68</b>	<b>\$19.00</b>
<b>4</b>	<b>\$17.37</b>	<b>\$18.88</b>		<b>4</b>	<b>\$18.38</b>	<b>\$19.70</b>
<b>6</b>	<b>\$17.62</b>	<b>\$19.13</b>		<b>6</b>	<b>\$18.64</b>	<b>\$19.96</b>
<b>10</b>	<b>\$18.17</b>	<b>\$19.68</b>		<b>10</b>	<b>\$19.18</b>	<b>\$20.50</b>

EFFECTIVE JULY 1, 2018 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE QUARTER PERCENT (1.25%).

<b>2019-2020</b>						
<b>SECRETARIAL (52-WEEK)</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>		<b>BUSINESS OFFICE</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>
<b>START</b>	<b>\$14.71</b>	<b>\$16.22</b>		<b>START</b>	<b>\$15.77</b>	<b>\$17.09</b>
<b>1</b>	<b>\$15.42</b>	<b>\$16.93</b>		<b>1</b>	<b>\$16.48</b>	<b>\$17.80</b>
<b>2</b>	<b>\$16.15</b>	<b>\$17.66</b>		<b>2</b>	<b>\$17.19</b>	<b>\$18.51</b>
<b>3</b>	<b>\$16.86</b>	<b>\$18.37</b>		<b>3</b>	<b>\$17.90</b>	<b>\$19.22</b>
<b>4</b>	<b>\$17.58</b>	<b>\$19.09</b>		<b>4</b>	<b>\$18.61</b>	<b>\$19.93</b>
<b>6</b>	<b>\$17.84</b>	<b>\$19.35</b>		<b>6</b>	<b>\$18.87</b>	<b>\$20.19</b>
<b>10</b>	<b>\$18.40</b>	<b>\$19.91</b>		<b>10</b>	<b>\$19.42</b>	<b>\$20.74</b>

EFFECTIVE JULY 1, 2019 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE QUARTER PERCENT (1.25%).

<b>2020-2021</b>						
<b>SECRETARIAL (52-WEEK)</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>		<b>BUSINESS OFFICE</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>
<b>START</b>	<b>\$14.89</b>	<b>\$16.40</b>		<b>START</b>	<b>\$15.97</b>	<b>\$17.29</b>
<b>1</b>	<b>\$15.62</b>	<b>\$17.13</b>		<b>1</b>	<b>\$16.68</b>	<b>\$18.00</b>
<b>2</b>	<b>\$16.35</b>	<b>\$17.86</b>		<b>2</b>	<b>\$17.41</b>	<b>\$18.73</b>
<b>3</b>	<b>\$17.07</b>	<b>\$18.58</b>		<b>3</b>	<b>\$18.12</b>	<b>\$19.44</b>
<b>4</b>	<b>\$17.80</b>	<b>\$19.31</b>		<b>4</b>	<b>\$18.85</b>	<b>\$20.17</b>
<b>6</b>	<b>\$18.07</b>	<b>\$19.58</b>		<b>6</b>	<b>\$19.11</b>	<b>\$20.43</b>
<b>10</b>	<b>\$18.63</b>	<b>\$20.14</b>		<b>10</b>	<b>\$19.66</b>	<b>\$20.98</b>

EFFECTIVE JULY 1, 2020 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE QUARTER PERCENT (1.25%).

**NOTES:**

1. AN EMPLOYEE GRANDFATHERED AND CURRENTLY RECEIVING A \$1606 DIFFERENTIAL (STIPEND) PURSUANT TO THE PARTIES' 2011-2014 COLLECTIVE BARGAINING AGREEMENT, SHALL CONTINUE TO RECEIVE SAID DIFFERENTIAL (STIPEND), PROVIDED HE/SHE CONTINUES TO OCCUPY A POSITION WHICH QUALIFIES FOR SAID PAYMENT. THE DIFFERENTIAL (STIPEND) IS PRORATED FOR PART-TIME EMPLOYEES.
2. EFFECTIVE JULY 1, 2015 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:
  - SECRETARIAL (52-WEEK) BACHELOR'S DEGREE AT \$1.51 ABOVE THE BASE RATE.
  - BUSINESS OFFICE BACHELOR'S DEGREE AT \$1.32 ABOVE THE BASE RATE.
  - SECRETARIAL (40-WEEK) BACHELOR'S DEGREE AT \$2.12 ABOVE THE BASE RATE.

**APPENDIX B**  
SALARY SCHEDULE

**SCHOOL YEAR EMPLOYEES**

<b>2018-2019</b>		
<b>SECRETARIAL (40-Week)</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>
<b>START</b>	<b>\$14.40</b>	<b>\$16.52</b>
<b>1</b>	<b>\$15.09</b>	<b>\$17.21</b>
<b>2</b>	<b>\$15.79</b>	<b>\$17.91</b>
<b>3</b>	<b>\$16.50</b>	<b>\$18.62</b>
<b>4</b>	<b>\$17.22</b>	<b>\$19.34</b>
<b>6</b>	<b>\$17.46</b>	<b>\$19.58</b>
<b>10</b>	<b>\$17.99</b>	<b>\$20.11</b>

EFFECTIVE JULY 1, 2018 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE QUARTER PERCENT (1.25%).

<b>2019-2020</b>		
<b>SECRETARIAL (40-Week)</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>
<b>START</b>	<b>\$14.58</b>	<b>\$16.70</b>
<b>1</b>	<b>\$15.28</b>	<b>\$17.40</b>
<b>2</b>	<b>\$15.99</b>	<b>\$18.11</b>
<b>3</b>	<b>\$16.70</b>	<b>\$18.82</b>
<b>4</b>	<b>\$17.43</b>	<b>\$19.55</b>
<b>6</b>	<b>\$17.68</b>	<b>\$19.80</b>
<b>10</b>	<b>\$18.21</b>	<b>\$20.33</b>

EFFECTIVE JULY 1, 2019 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE QUARTER PERCENT (1.25%).

<b>2020-2021</b>		
<b>SECRETARIAL (40-Week)</b>	<b>1.25%</b>	<b>Bachelor's Degree</b>
<b>START</b>	<b>\$14.76</b>	<b>\$16.88</b>
<b>1</b>	<b>\$15.47</b>	<b>\$17.59</b>
<b>2</b>	<b>\$16.19</b>	<b>\$18.31</b>
<b>3</b>	<b>\$16.91</b>	<b>\$19.03</b>
<b>4</b>	<b>\$17.65</b>	<b>\$19.77</b>
<b>6</b>	<b>\$17.90</b>	<b>\$20.02</b>
<b>10</b>	<b>\$18.44</b>	<b>\$20.56</b>

EFFECTIVE JULY 1, 2020 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE QUARTER PERCENT (1.25%).

**NOTES:**

- 1. AN EMPLOYEE GRANDFATHERED AND CURRENTLY RECEIVING A \$1606 DIFFERENTIAL (STIPEND) PURSUANT TO THE PARTIES' 2011-2014 COLLECTIVE BARGAINING AGREEMENT, SHALL CONTINUE TO RECEIVE SAID DIFFERENTIAL (STIPEND), PROVIDED HE/SHE CONTINUES TO OCCUPY A POSITION WHICH QUALIFIES FOR SAID PAYMENT. THE DIFFERENTIAL (STIPEND) IS PRORATED FOR PART-TIME EMPLOYEES.**
- 2. EFFECTIVE JULY 1, 2015 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:**
  - **SECRETARIAL (52-WEEK) BACHELOR'S DEGREE AT \$1.51 ABOVE THE BASE RATE.**
  - **BUSINESS OFFICE BACHELOR'S DEGREE AT \$1.32 ABOVE THE BASE RATE.**
  - **SECRETARIAL (40-WEEK) BACHELOR'S DEGREE AT \$2.12 ABOVE THE BASE RATE.**

**APPENDIX C**  
NOTICE OF RESIGNATION FORM

**NOTICE OF RESIGNATION AND CLAIM OF BENEFITS PURSUANT TO  
ARTICLE XII § 2 OF THE AGREEMENT BETWEEN  
THE PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES  
(EDUCATIONAL SECRETARIES UNIT)  
AND  
THE PITTSFIELD SCHOOL COMMITTEE**

I, (Please print or type name \_\_\_\_\_),

Hereby invoke Article XII § B of the *Agreement* between the Pittsfield Federation of School Employees (Educational Secretaries Unit) and the Pittsfield School Committee, and submit my resignation from the Pittsfield Public Schools, effective (please indicate date) \_\_\_\_\_, but not later than the day preceding the start of the next teachers' work year. In so doing, I claim the benefits stated in Article XII § B.1 that is due me upon my leaving said employment.

I hereby state that I have duly determined that I am eligible to retire under the rules of the Pittsfield Retirement Board.

I recognize that, except under the conditions set forth in Article XII § B.2 of the *Agreement*, my resignation will be effective on the date stated above, and may not be revoked.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX D**  
SIDE LETTER OF AGREEMENT

**A.** The parties agree that Cafeteria Bookkeepers will be classified as full-year EMPLOYEES paid in the Clerk Stenographer, Clerk Dispatcher, Account Clerk category. EMPLOYEES in this position will be paid for actual weeks worked.

**B.** Salary increases and other benefits and payments provided under this Agreement shall be retroactive to the date of the expiration of the predecessor Agreement, except that retroactive salary increases and other benefits and payments shall not be provided to any person who was a member of the bargaining unit between the date of the expiration of the predecessor agreement and the date of the ratification of this Agreement and who, during that period, was discharged or terminated for cause, or who resigned her/his employment in the bargaining unit rather than face discharge or termination for cause.

Any person not a member of the bargaining unit on the date of the ratification of this Agreement, but who was a member of the bargaining unit between the date of the expiration of the predecessor Agreement and the date of ratification of this Agreement, and who is otherwise entitled to a retroactive salary increase or other benefit or payment hereunder, shall not be entitled to claim such increase, benefit, or payment unless she/he makes a written demand of the EMPLOYER for payment of same within thirty (30) calendar days after the date of this ratification of this Agreement by the parties.

**FOR THE PITTSFIELD  
SCHOOL COMMITTEE**

**FOR THE PITTSFIELD FEDERATION  
OF EDUCATIONAL SECRETARIES**

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **APPENDIX E**

### **MEMORANDUM OF AGREEMENT HEALTH INSURANCE**

WHEREAS, the City Council of the City of Pittsfield voted on May 15, 2008 to accept M.G.L. c. 32B, §19, as amended by Chapter 67 of the Acts of 2007, (Section 19); and

WHEREAS the City of Pittsfield (hereinafter referred to as “City”) and the duly-formed Public Employee Committee (hereinafter referred to as “PEC”) has agreed to continue obtaining its health insurance from the Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (hereinafter referred to as “MIIA/BCBSMA”); and

WHEREAS, the City and PEC have negotiated terms and conditions relevant to this continued coverage;

NOW, THEREFORE, the City and the PEC agree as follows:

#### ***Effective Date and Duration of Agreement***

1. The Agreement shall take effect on the date the City and the PEC execute the Agreement and shall remain in effect through June 30, 2024.

#### ***Health Insurance Benefit Changes***

2. Effective July 1, 2018, and through June 30, 2020, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v1 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit A.
3. Effective July 1, 2020, and through June 30, 2022, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v2 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit B.
4. Effective July 1, 2022, and through June 30, 2024, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v3 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit C.
5. Effective July 1, 2018, in addition to the Fiscal Year 2018 health insurance plans offered to members through MIIA/BCBSMA, the following additional plans will be offered: a Health Savings Account (“HSA”) qualified High Deductible Health Plan with a \$1,500.00 Individual and a \$3,000.00 Family Deductible and an Out of Pocket maximum of \$3,000.00 Individual/\$6,000.00 Family, including medical and prescription (RX), (HMO and PPO). The Plan Design for each of these High Deductible Plans is attached and made part of this Agreement as Exhibit D.

**APPENDIX E**

**MEMORANDUM OF AGREEMENT  
HEALTH INSURANCE**

***HSA Contribution***

6. For the term of this Agreement, the City agrees to make an annual employer contribution of the plan deductible to an HSA for eligible and participating members, pursuant to the chart below. Any new hire who opts for the High Deductible Health Plan will get the same 6-year cycle of employer contributions beginning in the fiscal year they enter the plan.

<b>FY</b>	<b>HSA Employer Contribution</b>
19	100%
20	100%
21	75%
22	75%
23	50%
24	50%

7. All administrative costs for establishing and maintaining the HSA shall be provided by the City.
8. The PEC shall use up to 100% of its portion of the Healthcare Trust in FY 21-24 to supplement the Employer Contribution to the individual HSA from the percentage indicated above up to a maximum of 100% for individuals who are enrolled in a High Deductible plan in those years. The exact percentage shall be determined by the PEC each year this section is implemented.

***Contribution Splits  
HMO, PPO, High Deductible Plans Splits***

9. For the duration of this Agreement, the City shall contribute the appropriate percent of the premium or cost for any HMO, PPO, or High Deductible plans offered by MIIA/BCBSMA as indicated in the chart below and the subscriber shall contribute remaining percent.

<b>FY</b>	<b>HMO</b>	<b>PPO</b>	<b>High Deductible</b>
19	83.5	83.5	85
20	82	82	85
21	82	82	85
22	81	81	85
23	81	81	85
24	80	80	85

If MIIA/BCBSMA offers any new or additional HMO, PPO, PPO-Type, and/or Indemnity plans during the life of this agreement, the same contribution rate shall apply.



## **APPENDIX E**

### **MEMORANDUM OF AGREEMENT HEALTH INSURANCE**

#### ***Medicare Enrollment and Retiree Plan Splits***

10. As soon practical, but no later than July 1, 2019, the City shall transfer all post-65 non-Medicare benefit eligible subscribers into Medicare Part A & B (a.k.a. Medicare buy-in) pursuant to applicable laws. The terms and conditions for reimbursement of Medicare fees and penalties, paid by the City, shall be subject of collective bargaining with the PEC. The agreed upon terms and conditions for reimbursement shall be added as an addendum to this agreement.
11. For the duration of this Agreement, the City shall contribute the eighty-five (85) percent of the premium cost for any plans offered by MIIA/BCBSMA and the subscriber shall contribute fifteen (15) percent as the pre-Medicare rate for the plan selected. If MIIA/BCBSMA offers any new or additional plans during the life of this agreement, the same contribution rate shall apply. The City does not contribute toward Medicare Part B coverage.

#### ***Future Meetings of City and PEC***

12. The PEC shall be comprised of a representative of every collective bargaining unit who shall be appointed by the union President that negotiates with the City under M.G.L. c.150E, and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union representative and the retiree representative shall have the option of allowing one additional representative to attend meetings of the PEC and the City or their designee.
13. The parties shall establish a regular schedule of meetings to discuss the implementation of this Agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place quarterly, unless mutually agreed otherwise in writing. Meetings shall be held at times and places that are mutually agreed upon by the City and the PEC. In addition, either party may convene a meeting upon seven days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices shall be provided to the City and to the PEC in writing. The City may provide notice of a meeting or a series of meetings up to twelve months in advance of a meeting. Any employee who is a representative of the PEC shall receive time off to attend meetings between the PEC and the City with full pay and benefits.

#### ***Wellness Committee***

14. The PEC shall designate representatives to serve on the City's Employee Wellness Committee to help make informed recommendations relative to focus wellness initiatives against general cost drivers and coordinate subscriber educational initiatives.

## **APPENDIX E**

### **MEMORANDUM OF AGREEMENT HEALTH INSURANCE**

#### ***Initial and Annual Accounting***

15. The City will provide an accounting of both the Healthcare Trust and any remaining funds in the Employee Mitigation Fund after final disbursements are made (September 1, 2018, see previous PEC agreement). At that time the parties shall jointly determine how said funds will be used.
16. The City will provide annual account statements of both the relevant costs incurred via MIAA/BSBSMA and the Healthcare Trust account balance to the PEC.

#### ***Correspondence and Information***

17. The City shall make available to the PEC copies of any correspondence between the City, the GIC, MIA/BCBSMA or between the City and any provider of health care on a quarterly basis. Likewise, the PEC shall make all like correspondence from any healthcare provider available to the City within the same timeframe. Correspondence or information protected by HIPPA will remain confidential.

#### ***Health Insurance Coverage After June 30, 2024***

18. The parties agree to complete a thorough cost and benefit review of the health plans with recommendations for potential changes in carrier and/or coverage, as done in 2017. If appropriate, the parties agree to place the health plans out to bid, no later than December 1, 2023 for a July 1, 2024 effective date. The bid request shall be jointly developed by the City and the PEC commencing no later than September 1, 2023. Costs associated with the review and/or the RFP shall be absorbed by the City. The review and/or the RFP shall compare or be issued to not less than three health insurance carriers and shall additionally include a cost and benefit comparison to the GIC and a self-funding option, unless mutually agreed to by the parties.
19. The City or its designee and the PEC shall begin negotiations for a successor agreement pursuant to Section 19 no later than February 1, 2024. If the parties have not reached a successor agreement by April 1, 2024, the terms of this Agreement shall constitute the terms of the successor agreement except that all of the terms contained herein shall be modified to be consistent with a termination date of June 30, 2030.
20. In accordance with the provisions of the successor agreement, the City shall notify MIA/BCBSMA no later than April 1, 2024, either that subscribers shall continue coverage through MIA/BCBSMA effective July 1, 2024, the interval specified in the Agreement, or that the City is withdrawing its subscribers effective July 1, 2024.
21. The parties shall meet for the purposes of impact bargaining in the event any healthcare plans are modified as a result of the Patient Affordable Care Act or other changes to healthcare effectuated by the government. In addition, either party may require a re-opener of this Memorandum of Agreement by giving the other party to the Agreement, a seven (7) calendar day advance notice. After the notice is given the parties will meet within seven (7) days to discuss any suggested changes to this Agreement.

## **APPENDIX E**

### **MEMORANDUM OF AGREEMENT HEALTH INSURANCE**

#### ***Life and Dental Insurance***

22. After subscribers are transferred to MIIA/BCBSMA, the City shall offer life insurance and dental insurance to subscribers at the same terms and contribution splits as were provided to group insurance participants prior to transfer to MIIA/BCBSMA.

#### ***Surviving Spouse Coverage***

23. The parties agree that a surviving spouse will pay the same amount as the employee and/or retiree for health coverage in the event the employee and/or retiree dies.

#### ***Effect of Agreement***

24. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies, codes, or any collective bargaining agreements between the City, School Committee, and any unions representing City and/or School Committee employees.

#### ***Cancellation***

25. In the event the City is delinquent in making payments as required by MIIA/BCBSMA and MIIA/BCBSMA notifies the City that it intends to exercise its option to cancel coverage pursuant to Section 19, the City shall immediately notify the PEC, present it a proposal for plans that are at least the actuarial equivalent of those offered by MIIA/BCBSMA, and engage in negotiations with the PEC for replacement coverage.

#### ***Arbitration of Disputes***

26. Either party may submit a dispute between the parties concerning the interpretation or application of this Agreement to the American Arbitration Association for arbitration under its Labor Arbitration Rules. A request for arbitration by the PEC shall be in accordance with M.G.L. c. 32B, §19, as amended by Chapter 67 of the Acts of 2007, (Section 19).

#### ***Savings Clause***

27. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

#### ***Scope and Modification***

28. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only through a mutual agreement between the City and the PEC.

**APPENDIX E**

**MEMORANDUM OF AGREEMENT  
HEALTH INSURANCE**

Dated: \_\_\_\_\_

For the City of Pittsfield:

\_\_\_\_\_  
Chair, Pittsfield Public Employee Committee

\_\_\_\_\_  
For the Pittsfield Federation of School Employees, Local 1315:

\_\_\_\_\_  
For the Teamsters, Local 404:

\_\_\_\_\_  
For the United Educators of Pittsfield:

\_\_\_\_\_  
For the Pittsfield Educational Administrators Association:

\_\_\_\_\_

**APPENDIX E**

**MEMORANDUM OF AGREEMENT  
HEALTH INSURANCE**

For the International Association of Firefighters:

---

For the International Brotherhood of Police Officers, Local 447 Police:

---

For the International Brotherhood of Police Officers, Local 4475 Superior Officers:

---

For the Pittsfield Supervisory and Professional Employees Association:

---

For the Emergency Telecommunication Dispatchers, I.U.E. CWA 81256:

---

For the Berkshire Athenaeum Employees Association:

---

For the Retired Employees of the City of Pittsfield:

---

## Your Care

### Your Primary Care Provider.

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYNs: visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP's hospital or medical group. You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the chart on the opposite page for your cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center –Salem Campus
- North Shore Medical Center –Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for some benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$250 per member (or \$750 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care – Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your subscriber certificate for more information.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

## Your Medical Benefits

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Hearing Benefits</b>	
Routine hearing exams	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits <ul style="list-style-type: none"> <li>When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife</li> <li>When performed by other network providers</li> </ul>	\$20 per visit, no deductible \$35 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Mental health and substance abuse treatment	\$15 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Home health care and hospice services	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**
Prosthetic devices	Nothing after deductible
Surgery and related anesthesia <ul style="list-style-type: none"> <li>Office setting <ul style="list-style-type: none"> <li>When performed by your PCP, OB-GYN, nurse practitioner, or nurse midwife</li> <li>When performed by other network providers</li> </ul> </li> <li>Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible \$35 per visit,*** no deductible \$150 per admission after deductible
<b>Inpatient care (including maternity care)</b> <ul style="list-style-type: none"> <li>In other general hospitals (as many days as medically necessary)</li> <li>In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$300 per admission after deductible <sup>†</sup> \$700 per admission after deductible <sup>†</sup>
Mental hospital and substance abuse facility care (as many days as medically necessary)	\$200 per admission after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	Nothing after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

† This copayment applies to mental health admissions in a general hospital.

**EXHIBIT A**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

Prescription Drug Benefits	Your Cost*
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$25 for Tier 2 \$50 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$20 for Tier 1** \$50 for Tier 2 \$110 for Tier 3

\* Cost share waived for certain orally-administered anticancer drugs.

\*\* Cost share waived for birth control.

### Get the Most from Your Plan.

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.) <b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy  \$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

### Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com).

Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders. Please note: Blue Cross and Blue Shield of Massachusetts, Inc., administers claims payment only and does not assume financial risk for claims.



## Your Choice

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductibles are \$250 per member (or \$750 per family) for in-network services and \$400 per member (or \$800 per family) for out-of-network services.

### When You Choose Preferred Providers.

The plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive inpatient services at or by “higher cost share hospitals.” See the chart on the back page for your cost share amounts. Please note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, you’re still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you. It is also important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your preferred provider refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children’s Hospital
- Brigham and Women’s Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call our Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

If you have not satisfied your deductible, your provider may ask you to pay the actual charge for your care at the time of your visit. After the plan-year deductible has been met, you pay 20 percent coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the provider’s actual billed charge (this is in addition to your deductible and/or your coinsurance).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your medical out-of-pocket maximum is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your prescription drug out-of-pocket maximum is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After your in-network deductible, you pay a \$100 copayment per visit for in-network or out-of-network emergency room services. The copayment is waived if you are admitted to the hospital or for an observation stay.

### Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT A**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

## Your Medical Benefits

Plan Specifics		
<b>Plan-year deductible</b>	\$250 per member \$750 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Preventive Care</b> Well-child care exams, including routine tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year from age 3 through age 18</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Hearing Benefits</b> Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible and all charges beyond the benefit maximum
<b>Other Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
Office visits When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician When performed by other covered providers	\$20 per visit, no deductible \$35 per visit, no deductible	20% coinsurance after deductible 20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$15 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Surgery and related anesthesia Office setting — When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician — When performed by other covered providers Ambulatory surgical facility, hospital, or surgical day care unit	\$20 per visit,*** no deductible \$35 per visit,*** no deductible \$150 per admission after deductible	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible

**EXHIBIT A**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.1**

7/1/2018 – 6/30/2020

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* In-network cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient care (including maternity care)</b>		
s In other general hospitals (as many days as medically necessary)	\$300 per admission after deductible*	20% coinsurance after deductible
s In higher cost share hospitals (as many days as medically necessary)	\$700 per admission after deductible*	20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$200 per admission after deductible	20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	Nothing after deductible	20% coinsurance after deductible
<b>Prescription Drug Benefits**</b>		
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family	None
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1*** \$25 for Tier 2 \$50 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$20 for Tier 1*** \$50 for Tier 2 \$110 for Tier 3	Not covered

\* This cost share applies to mental health admissions in a general hospital.

\*\* Cost share waived for certain orally-administered anticancer drugs.

\*\*\* Cost share waived for birth control.

### Get the Most from Your Plan.

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b>	
<b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

### Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Care

### Your Primary Care Provider.

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP. For a list of participating PCPs or OB/GYNs: visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP's hospital or medical group.

You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals". See the chart on opposite page for cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$300 per member (or \$900 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered medical services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate healthcare facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT B**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

**Your Medical Benefits**

<b>Plan Specifics</b>	
<b>Plan-year deductible</b>	\$300 per member \$900 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member \$5,000 per family
<b>Covered Services</b>	<b>Your Cost</b>
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Hearing Care</b>	
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum
<b>Other Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Mental health and substance abuse treatment	\$20 per visit, no deductible
Office visits <ul style="list-style-type: none"> <li>• When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife</li> <li>• When performed by other network providers</li> </ul>	\$20 per visit, no deductible \$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Surgery and related anesthesia in an office <ul style="list-style-type: none"> <li>• When performed by your PCP or OB/GYN</li> <li>• When performed by other network providers</li> </ul>	\$20 per visit**, no deductible \$60 per visit**, no deductible
Diagnostic X-rays and other imaging tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible***
Prosthetic devices	Nothing after deductible
Home health care and hospice services	Nothing after deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$250 per admission after deductible
<b>Inpatient Care (including maternity care)</b>	
<ul style="list-style-type: none"> <li>• In other general hospitals (as many days as medically necessary)</li> <li>• In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible <sup>†</sup> \$1,500 per admission after deductible <sup>†</sup>
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

\*\*\* Cost share waived for one breast pump per birth.

† This copayment applies to mental health admissions in a general hospital.



**EXHIBIT B**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

Prescription Drug Benefits*	Your Cost
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$30 for Tier 2 \$65 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$25 for Tier 1** \$75 for Tier 2 \$165 for Tier 3

\* Cost share waived for certain orally-administered anticancer drugs.

\*\* Cost share waived for birth control.

### Get the Most from Your Plan.

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

### Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Choice

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductibles are \$300 per member (or \$900 per family) for in-network services and \$400 per member (or \$800 per family) for out-of-network services.

### When You Choose Preferred Providers.

The plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive inpatient services at or by “higher cost share hospitals.” See the chart on the back page for your cost share amounts.

Please note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, you’re still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you. It is also important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your preferred provider refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children’s Hospital
- Brigham and Women’s Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call our Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

If you have not satisfied your deductible, your provider may ask you to pay the actual charge for your care at the time of your visit. After the plan-year deductible has been met, you pay 20 percent coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the provider’s actual billed charge (this is in addition to your deductible and/or your coinsurance).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your medical out-of-pocket maximum is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your prescription drug out-of-pocket maximum is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After your in-network deductible, you pay a \$100 copayment per visit for in-network or out-of-network emergency room services. The copayment is waived if you are admitted to the hospital or for an observation stay.

### Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT B**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

**Your Medical Benefits**

<b>Plan Specifics</b>		
<b>Plan-year deductible</b>	\$300 per member \$900 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
<b>Covered Services</b>	<b>Your Cost In-Network</b>	<b>Your Cost Out-of-Network</b>
<b>Preventive Care</b> Well-child care exams, including routine tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year from age 3 through age 18</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Hearing Care</b> Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible
<b>Other Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
Office visits <ul style="list-style-type: none"> <li>• When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>• When performed by other covered providers</li> </ul>	\$20 per visit, no deductible  \$60 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$20 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Surgery and related anesthesia <ul style="list-style-type: none"> <li>• Office setting <ul style="list-style-type: none"> <li>— When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>— When performed by other covered providers</li> </ul> </li> <li>• Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible  \$60 per visit,*** no deductible \$250 per admission after deductible	20% coinsurance after deductible  20% coinsurance after deductible 20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* In-network cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.



**EXHIBIT B**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient care (including maternity care)</b>		
<ul style="list-style-type: none"> <li>General hospital care (as many days as medically necessary)</li> <li>In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible* \$1,500 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible	20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drug Benefits**</b>		
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family	None
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 for Tier 1*** \$30 for Tier 2 \$65 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 for Tier 1*** \$75 for Tier 2 \$165 for Tier 3	Not covered

\* This cost share applies to mental health admissions in a general hospital.

\*\* Cost share waived for certain orally-administered anticancer drugs.

\*\*\* Cost share waived for birth control.

### Get the Most from Your Plan.

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

### Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Care

### Your Primary Care Provider (PCP)

When you enroll in Network Blue New England, you must choose a primary care provider. Be sure to choose a PCP who can accept you and your family members and who participates in the network of providers in New England. For children, you may choose a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYN physicians, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

If you have trouble choosing a doctor, the Physician Selection Service can help. They can give you the doctor's gender, the medical school she or he attended, and whether there are languages other than English spoken in the office.

### Referrals

Your PCP is the first person you call when you need routine or sick care. If your PCP decides that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is likely affiliated with your PCP's hospital or medical group.

You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield of Massachusetts regarding referrals and Utilization Review Requirements, including Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. For detailed information about Utilization Review, see your benefit description.

### Your Cost Share

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the chart for your cost share.

Note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals

Your cost share will be higher at the hospitals listed below. Blue Cross Blue Shield of Massachusetts will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- UMass Memorial Medical Center

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

Note: Some of the general hospitals listed above may have facilities in more than one location. At certain locations, the lowest cost sharing level may apply.

### Your Deductible

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your deductible is \$500 per member (or \$1,000 per family). Your deductible for prescription drugs is \$100 per member (or \$200 per family).

### Your Out-of-Pocket Maximum

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After meeting your deductible, you pay a copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay. See the chart for your cost share.

### Telehealth Services

You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

### Service Area

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area

If you're traveling outside the service area and you need urgent or emergency care, you should go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. See your benefit description for more information.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.

## Your Medical Benefits

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by:	
• Your PCP, OB/GYN physician, network nurse practitioner or nurse midwife	\$20 per visit, no deductible
• Other network providers	\$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit, no deductible
Mental health or substance abuse treatment	\$10 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Home health care and hospice services	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**
Prosthetic devices	Nothing after deductible
Surgery and related anesthesia in an office, when performed by:	
• Your PCP or OB/GYN physician	\$20 per visit***, no deductible
• Other network providers	\$60 per visit***, no deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$250 per admission after deductible
<b>Inpatient Care (including maternity care) in:</b>	
• Other general hospitals (as many days as medically necessary)	\$275 per admission after deductible <sup>†</sup>
• Higher cost share hospitals (as many days as medically necessary)	\$1,500 per admission after deductible <sup>†</sup>
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

<sup>†</sup> This cost share applies to mental health admissions in a general hospital.

**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

Prescription Drug Benefits*	Your Cost**
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 after deductible for Tier 1 \$30 after deductible for Tier 2 \$65 after deductible for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 after deductible for Tier 1 \$75 after deductible for Tier 2 \$165 after deductible for Tier 3

\* Tier 1 generally refers to generic drugs; Tier 2 generally refers to preferred brand-name drugs; Tier 3 refers to non-preferred drugs.

\*\* Cost share may be waived for certain covered drugs and supplies.

## Get the Most from Your Plan

Visit us at [www.bluecrossma.com](http://www.bluecrossma.com) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs available to you, like those listed below.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)  <b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy  \$150 per calendar year per policy
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

## Questions?

For questions about Blue Cross Blue Shield of Massachusetts, call 1-800-782-3675, or visit us online at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from us via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Choice

### Your Deductible

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your deductible is \$500 per member (or \$1,000 per family) for in-network services and \$500 per member (or \$1,000 per family) for out-of-network services. Your deductible for prescription drugs is \$100 per member (or \$200 per family).

### When You Choose Preferred Providers

You receive the highest level of benefits under your health care plan when you obtain covered services from preferred providers. These are called your “in-network” benefits.

This plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive certain inpatient services at or by “higher cost share hospitals.” See the charts for your cost share.

Note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, you’re still covered, but your benefits, in most situations, will be covered at the out-of-network level—even if the preferred provider refers you.

Your cost will be greater when you receive certain inpatient services at or by the higher cost share hospitals listed below, even if your preferred provider refers you.

### Higher Cost Share Hospitals

Your cost share will be higher at the hospitals listed below. Blue Cross Blue Shield of Massachusetts will let you know if this list changes.

- Baystate Medical Center
- Boston Children’s Hospital
- Brigham and Women’s Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- UMass Memorial Medical Center

Note: Some of the general hospitals listed above may have facilities in more than one location. At certain locations, the lowest cost sharing level may apply.

### How to Find a Preferred Provider

There are a few ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call the Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

You can also obtain covered services from non-preferred providers, but your out-of-pocket costs are higher. These are called your “out-of-network” benefits. Payments for out-of-network benefits are based on the Blue Cross Blue Shield allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the provider’s actual billed charge (this is in addition to your deductible and/or your coinsurance). See the charts for your cost share.

### Your Out-of-Pocket Maximum

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After meeting your deductible, you pay a copayment per visit for in-network or out-of-network emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay. See the chart for your cost share.

### Telehealth Services

You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

### Utilization Review Requirements

You must follow the requirements of Utilization Review, including Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. For detailed information about Utilization Review, see your benefit description. If you need non-emergency or non-maternity hospitalization, you, or someone on your behalf, must call the number on your ID card for pre-approval. If you do not notify Blue Cross Blue Shield of Massachusetts and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.



**EXHIBIT C**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

**Your Medical Benefits**

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Preventive Care</b> Well-child care exams, including related tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year age 3 and older</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible	20% coinsurance after deductible and all charges beyond the maximum
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by: <ul style="list-style-type: none"> <li>• Family or general practitioner, internist, OB/GYN physician, geriatric specialist, licensed dietitian nutritionist, optometrist, pediatrician, nurse practitioner, nurse midwife, physician assistant</li> <li>• Other covered providers</li> </ul>	\$20 per visit, no deductible  \$60 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$10 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Surgery and related anesthesia in an office, when performed by: <ul style="list-style-type: none"> <li>• Family or general practitioner, internist, OB/GYN physician, geriatric specialist, pediatrician, nurse practitioner, nurse midwife, physician assistant</li> <li>• Other covered providers</li> </ul>	\$20 per visit***, no deductible  \$60 per visit***, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Ambulatory surgical facility, hospital, or surgical day care unit	\$250 per admission after deductible	20% coinsurance after deductible

**EXHIBIT C**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.3**

7/1/2022 – 6/30/2024

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient Care (including maternity care)</b> <ul style="list-style-type: none"> <li>In other general hospitals (as many days as medically necessary)</li> <li>In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible* \$1,500 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drug Benefits**</b> At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 after deductible for Tier 1 \$30 after deductible for Tier 2 \$65 after deductible for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 after deductible for Tier 1 \$75 after deductible for Tier 2 \$165 after deductible for Tier 3	Not covered

\* This cost share also applies to mental health admissions in a general hospital.

\*\* Cost share may be waived for certain covered drugs and supplies.

## Get the Most from Your Plan

Visit us at [www.bluecrossma.com](http://www.bluecrossma.com) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs available to you, like those listed below.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

## Questions?

For questions about Blue Cross Blue Shield of Massachusetts, call 1-800-782-3675, or visit us online at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from us via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

**EXHIBIT D****MIIA HMO High Deductible Health Plan**

7/1/2018 – 6/30/2024

BENEFIT	MIIA HMO HIGH DEDUCTIBLE HEALTH PLAN
Deductible	\$1,500 / \$3,000 (member / family)
Out of Pocket Maximum	Medical and Prescription Services: \$3,000 Individual / \$6,000 family
Preventive Care Visit	\$0
PCP Office Visit	Covered In full after deductible
Specialist Office Visit	Covered In full after deductible
Emergency Room	Covered In full after deductible
Inpatient Hospital Admission	Covered In full after deductible
Ambulatory Day/Outpatient Surgical Day	Covered In full after deductible
Diagnostic X-rays and Lab Tests, excluding MRI's, CT and PET Scans and Nuclear Imaging	Covered in full after deductible
CT and PET Scans and Nuclear Imaging	Covered in full after deductible
Short-Term Physical and Occupational Therapy	Covered In full after deductible (up to 100 visits per CY)
Skilled Nursing Facility Care	Covered In full after deductible (up to 100 days per CY)
Speech Therapy	Covered In full after deductible
Home Health and Hospice Care	Covered In full after deductible
Durable Medical Equipment	Covered In full after deductible
Chiropractic Services	Covered In full after deductible
Routine Vision Exam	Covered In full after deductible (one visit every 24 months)
Prescription Drug Deductible (\$100 / \$200) (applies to retail and mail) - Retail RX (up to 30-day supply) - Mail Order Drug RX (up to 90-day supply)	applies to retail and mail \$10/30/65 after deductible \$25/75/165 after deductible



## EXHIBIT D

### MIIA PPO High Deductible Health Plan

7/1/2018 – 6/30/2024

BENEFIT	IIIA PPO HIGH DEDUCTIBLE HEALTH PLAN	IIIA PPO HIGH DEDUCTIBLE HEALTH PLAN
Network	In-Network	Out-Of-Network
Deductible	\$1500 / \$3000 (Member / Family) *	\$1500 / \$3000 (Member / Family) *
Out of Pocket Maximum	Medical and Prescription Services: \$3000 Individual / \$6000 Family	Medical Services: Combined In and Out
Preventive Care Visit	\$0	20% coinsurance after deductible
PCP Office Visit	Covered in full after deductible	20% coinsurance after deductible
Specialist Office Visit	Covered in full after deductible	20% coinsurance after deductible
Emergency Room	Covered in full after deductible	Covered In full after deductible
Inpatient Hospital Admission	Covered in full after deductible	20% coinsurance after deductible
Ambulatory Day/Outpatient Surgical Day	Covered in full after deductible	20% coinsurance after deductible
Diagnostic X-rays and Lab Tests, excluding MRI's, CT and PET Scans and Nuclear Imaging	Covered in full after deductible	20% coinsurance after deductible
MRI, CT and PET Scans and Nuclear Imaging	Covered in full after deductible	20% coinsurance after deductible
Short-Term Physical and Occupational Therapy	Covered in full after deductible (up to 100 visits per CY)	20% coinsurance after deductible
Skilled Nursing Facility Care	Covered in full after deductible (up to 100 visits per CY)	20% coinsurance after deductible
Speech Therapy	Covered in full after deductible	20% coinsurance after deductible
Home Health and Hospice Care	Covered in full after deductible	20% coinsurance after deductible
Durable Medical Equipment	Covered in full after deductible	20% coinsurance after deductible
Chiropractic Services	Covered in full after deductible	20% coinsurance after deductible
Routine Vision Exam	Covered in full after deductible (one visit every 24 months)	20% coinsurance after deductible
Prescription Drug		
Deductible (\$100 / \$200) (applies to retail and mail)	applies to retail and mail	applies to retail and mail
- Retail RX (up to 30-day supply)	\$10/30/65 after deductible	\$20/60/130 after deductible
- Mail Order Drug RX (up to 90-day supply)	\$25/75/165 after deductible	not covered