

AGREEMENT

BETWEEN THE

PITTSFIELD SCHOOL COMMITTEE

AND THE

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

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AUGUST 29, 2018 – AUGUST 28, 2021

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

**A. FEDERATION RECOGNITION**

The Pittsfield School Committee recognizes the Pittsfield Federation of School Employees, Local 1315, AFT, AFT-Mass, AFL-CIO as the exclusive bargaining representative for all Paraprofessional employees, including Registered Behavior Technicians (RBTs), for the bargaining on questions of wages, hours and other terms and conditions of employment.

**B. JURISDICTION**

The term of this agreement shall apply to those persons who perform the duties and functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed at the present, modified by new processes or equipment, or given new position titles.

**C. DEFINITIONS**

1. The term "Committee" as used in this Agreement means the Pittsfield School Committee.
2. The term "parties" as used in this Agreement refers to the Committee and the Federation as participants in this Agreement.
3. The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.
4. The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Pittsfield School Department.
5. The term "Administration" or "The Administration" shall be understood to mean the same as "Superintendent" or his Deputies.
6. The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
7. The term "Paraprofessional" and the term "person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A of Article I.
8. The term "calendar day" as used in this Agreement means a day of the calendar year.
9. The term "working day" as used in the Agreement means a day that offices of the Administration (q.v.) are open for business.
10. The term "instructional day" as used in this Agreement means a day when school is in session and students are obliged to be in attendance pursuant to Massachusetts law and the school calendar.

11. The term “Federation” as used in the Agreement means the party recognized by the Committee in Article I § A, above.

12. The term “instructional year” as used in this Agreement means that period of time commencing before or after Labor Day and ending not later than June 30 when students receive instruction in school pursuant to M.G.L. c. 76 § 1.

13. Wherever the singular is used in this Agreement it is to include the plural. Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

**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 activity.

## **ARTICLE II** **COMMITTEE RIGHTS CLAUSE**

**A.** The operation and management of the Pittsfield School Department and the supervision of the Paraprofessionals 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 educational policy; to determine the quantity and types of educational 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 Paraprofessionals competency; to hire, transfer, promote, layoff, and recall Paraprofessionals; and to demote, discipline or discharge Paraprofessionals 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 this 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.

**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 III**

#### **EXISTING CONDITIONS OF EMPLOYMENT**

Any previously adopted policy, practice, rule or resolution of the Committee which effects mandatory subjects or bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed by the Committee without affording the Federation notice and an opportunity to bargaining regarding the impact of the change prior to its implementation.

### **ARTICLE IV**

#### **FAIR PRACTICES**

As sole collective bargaining agent, the Federation will accept into voluntary membership all Paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, sexual orientation, disability, or previous affiliation with other organizations. The Committee and the Federation agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, sex, domicile, marital status, sexual orientation, disability, or participation in any lawful, protected organizational activities.

## **ARTICLE V**

### **COMPENSATION**

#### **A. BASIC SALARY SCHEDULE**

1. The hourly rates of the members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement.
2. Upon employment in the Pittsfield Public Schools, a member of the bargaining unit shall be placed at the Step appropriate for his/her creditable years of experience, under the appropriate salary column, however, a newly hired Paraprofessional may not be placed higher than Step 4. This section shall not affect employees hired prior to ratification of the 2014-2017 collective bargaining agreement.
3. A Paraprofessional shall be entitled to placement at a higher salary Step than the Step at which she/he was appointed, pursuant to subsection A.2, above, only for 30 calendar days after the date of the Paraprofessional's letter of appointment with the salary level indicated, and not thereafter. A Paraprofessional seeking placement at a higher Step shall make said request in writing to the Superintendent or her/his designee.

#### **B. METHOD OF PAYMENT**

1. Paraprofessionals shall be paid based upon the actual number of hours worked, including half-days. Paraprofessionals shall be paid in bi-weekly installments. The pay day shall be changed from Wednesday to Friday effective upon the City of Pittsfield's implementation of same.
  - a. **FIELD TRIPS.** In regard to Field Trips that occur during the school year, Paraprofessionals will be compensated at their regular rate of pay for all hours worked on the date of the Field Trip. If the Paraprofessional works more than forty (40) hours in a week, then the Paraprofessional will receive time and one-half (1 ½) for the time worked beyond forty (40) hours. Paraprofessionals will be assigned to Field Trips in accordance with the parties' current practice (i.e., the Paraprofessionals assigned to the class going on the Field Trip will be assigned to go on the Field Trip. If the Paraprofessional(s) assigned to the class going on the Field Trip decide not to attend the Field Trip, then an equal number of Paraprofessional(s) in the same building will be offered the opportunity to attend the Field Trip by seniority. For example, if there are three (3) Paraprofessional(s) assigned to the class going on the Field Trip and one (1) decides not to attend, then one (1) additional Paraprofessional will be solicited to attend. Any additional chaperones, beyond the number of Paraprofessional(s) assigned to the class, shall be non-employee volunteers (i.e., parents, etc.)).

- b. SNOW DAYS.** In the case of a snow day, Paraprofessionals will not be compensated for the actual snow day, but will be compensated for work performed on the rescheduled day later in the year.
- 2. HOLIDAYS.** The following holidays shall be allowed with pay: Labor Day if the school calendar commences before Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Day; Good Friday; and Memorial Day. In the event that either Patriots' Day or Presidents' Day, or both, falls in a week that is not a week of school vacation, then the holiday that falls in that school week shall be a paid holiday.
- 3.** The parties recognized that there may be more than forty (40) weeks in a school term.
- 4. VACATION LEAVE.** Paraprofessionals with less than five (5) years of service will receive compensation for ten (10) vacation days. These vacation days will be paid during the following time periods: the day after Thanksgiving, four (4) days during the Christmas holiday recess, and five (5) days during the February recess.
- 5.** Paraprofessionals with five (5) years of creditable service will receive payment for the April vacation.
- 6.** Paraprofessionals with ten (10) years of creditable service will receive payment for the April vacation plus an additional week's pay in their final paycheck of the school year.
- 7.** "Creditable service" for entitlement to vacation pay (Article V § B.5 and B.6) shall mean continuous service as a Paraprofessional in the Pittsfield Public Schools.
- 8.** In order to qualify for vacation pay during one's retirement year in a given year a Paraprofessional must have completed two (2) full months of employment to be eligible for one (1) week, four (4) months to be eligible for two (2) weeks, six (6) months to be eligible for three (3) weeks and eight (8) months to be eligible for four (4) weeks.
- 9.** If a Paraprofessional terminates her/his service after October 31 and before December 31, such Paraprofessional shall receive one (1) weeks vacation pay if qualified for vacation pay under this section.
- 10.** If a Paraprofessional terminates her/his service after December 31 but prior to February 28, such Paraprofessional shall receive two (2) weeks vacation pay if qualified for vacation pay under this section.
- 11.** If a Paraprofessional terminates her/his service after February 28 but prior to April 30, such Paraprofessional shall receive three (3) weeks vacation pay if qualified for vacation pay under this section.

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

13. Payment due to a Paraprofessional pursuant to paragraphs 9 through 12, above, shall be owed by the Committee only if said Paraprofessional provides written notice of her/his termination of service to the Superintendent or her/his designee at least ten (10) working days before the Paraprofessional terminates her/his employment. Ten working days shall be counted from the date the Superintendent or her/his designee actually receives said notice from the Paraprofessional.

**C. WORKING BEFORE AND/OR AFTER THE REGULAR SCHOOL YEAR**

Any Paraprofessional required to work before and/or following the close of the school year shall be compensated at the same rate of salary which they receive during the school year, such payment to be based upon an hourly, daily or weekly rate, whichever is applicable.

**D. ITEMIZED PAYROLL DEDUCTIONS**

A statement of weekly payroll deductions shall be provided to all employees. Any employee hired on or after August 29, 2010 will be required to receive his/her compensation through direct deposit.

**E. ANNIVERSARY DATES**

For purposes of salary payment, Paraprofessionals who have worked and/or were on paid leave for ninety (90) work days or more during the prior contract year will advance a step on the salary schedule at the commencement of the next contract year.

**F. MILEAGE ALLOWANCE**

Traveling Paraprofessionals covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the rate established in March of each year by the Internal Revenue Service. Such rate shall be used for mileage reimbursement during the ensuing school year. Employees seeking reimbursement for mileage for school business shall submit a written request for same on a form provided by the Employer along with any supporting documentation which the Employer may require.

**G. NEW POSITIONS**

If any new Paraprofessional position, other than those specified in Article I of this Agreement, or authorized under Federal Funded Projects, be established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Federation regarding the wages, hours and conditions of employment for said position.

**H. SEVERANCE PAY**

Upon retirement with the City of Pittsfield Retirement System or death, a Paraprofessional after ten (10)

years of service shall receive a severance pay of one-half (1/2) day for every day of accumulated unused leave up to one hundred and twenty (120) days.

#### **I. LONGEVITY**

Paraprofessionals with ten (10) years, or more, of creditable service shall receive additional weekly compensation as follows:

<b><u>Effective September 2004:</u></b>		
<b>10 or more Years of Service</b>		<b>\$5.60</b> each week
<b>15 or more Years of Service</b>		<b>\$6.00</b> each week
<b>20 or more Years of Service</b>		<b>\$7.00</b> each week
<b><u>In this year only:</u></b>		
<b>25 or more Years of Service</b>		<b>\$7.75</b> each week

The additional weekly compensation amounts shall only apply to the first twenty (20) payrolls during the school year.

#### **J. STEP/COLUMN MOVEMENT**

1. Effective with the ratification of the 2014-2017 collective bargaining agreement a newly hired employee shall normally be appointed/placed on the Basic Salary Schedule in Appendix A (the Salary Schedule) pursuant to subsection A.2 or A.3 above.
2. At the start of the second school year in which an employee works as a Paraprofessional with the Pittsfield Public Schools, she/he shall advance from the Step at which she/he was appointed to the next higher Step on the Salary Schedule, under the appropriate salary column, if that member has been duly appointed and she/he has worked (including the use of paid leave available under the collective bargaining agreement but excluding unpaid leave) more than ninety (90) school days during the previous school year.
3. At the start of each subsequent school year, an employee who has completed two (2), three (3), four (4), five (5), six (6), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of creditable service as a Paraprofessional with the Pittsfield Public Schools, shall advance to the equivalent Step on the Salary Schedule, under the appropriate salary column, provided she/he was employed in the bargaining unit in the preceding year and worked the equivalent of one-hundred and sixty (160) school days (including use of paid leave available under the collective bargaining agreement but excluding unpaid leave) in the preceding school year.
4. At the start of each subsequent school year, an employee appointed/placed on the Salary Schedule at a Step higher than Step 0, pursuant to subsection A.2 or A.3 above, shall advance to the

next higher Step on the Salary Schedule (up to and including Step 6), under the appropriate salary column, provided she/he was employed in the bargaining unit in the preceding year and worked the equivalent of one-hundred and sixty (160) school days (including use of paid leave available under the collective bargaining agreement but excluding unpaid leave) in the preceding school year. However, no such employee shall advance to Step 10, Step 15, Step 20, or Step 25 until she/he has completed the required number of years of creditable service.

**5.** Effective August 29, 2016, a newly hired employee who has been awarded an Associate's Degree from an accredited college or university (ACU) shall be placed on the Salary Schedule under the Associate's Degree column at his/her initial Step. An employee, who is awarded an Associate's Degree from an accredited college or university (ACU) shall advance on the Salary Schedule to the Associate's Degree column at his/her current Step on August 29, 2016, or within thirty (30) calendar days of producing the appropriate documentation to the Employer.

**6.** Effective August 29, 2016, a newly hired employee who has been awarded a Bachelor's Degree from an ACU shall be placed on the Salary Schedule under the Bachelor's Degree column at his/her initial Step. An employee who is awarded a Bachelor's Degree from an ACU shall advance on the Salary Schedule to the Bachelor's Degree column at his/her current Step on August 29, 2016, or within thirty (30) calendar days of producing the appropriate documentation to the Employer.

**7.** Effective August 29, 2016, a newly hired employee who possesses a Bachelor's Degree from an ACU and a current/valid K-12 Teaching License from the Massachusetts Department of Elementary and Secondary Education (DESE) shall be placed on the Salary Schedule under the Bachelor's Degree/DESE Teaching License column at his/her initial Step. An employee who possesses a Bachelor's Degree from an ACU and a current/valid K-12 Teaching License from the Massachusetts Department of Elementary and Secondary Education (DESE) shall advance on the Salary Schedule to the Bachelor's Degree/DESE Teaching License column at his/her current Step on August 29, 2016, or within thirty (30) calendar days of producing the appropriate documentation to the Employer.

**8.** The requirement to produce appropriate documentation stated in paragraph(s) 5 and 6 above shall not apply to a Paraprofessional, who prior to the ratification of the 2014-2017 collective bargaining agreement was receiving a stipend pursuant to K.3, or K.4 below. A Paraprofessional receiving a stipend pursuant to paragraph 7 above may be required to produce appropriate documentation to the Employer at the start of each school year, or upon request of the Employer.

**K. SALARY DIFFERENTIAL FOR EDUCATIONAL ACCOMPLISHMENTS**

1. For every six (6) undergraduate or graduate credits taken with the prior written approval of the Superintendent of Schools or his/her designee, which are earned after the date of her/his employment by the Pittsfield Public Schools and outside of the paid work day, a member of the bargaining unit shall be paid \$120.00. For every ninety (90) professional development points (PDPs) taken with the prior written approval of the Superintendent of Schools or his/her designee, which are earned after the date of her/his employment by the Pittsfield Public Schools and outside of the paid work day, a member of the bargaining unit shall be paid \$120.00. Said sum shall thereafter be considered as part of the unit member's salary, and shall be paid as part of her/his annual salary thereafter for as long as this provision is part of this collective bargaining agreement.. Said sum shall thereafter be considered as part of the unit member's salary, and shall be paid as part of her/his annual salary thereafter for as long as this provision is part of this collective bargaining agreement.
2. The salary differential for educational accomplishments shall be payable in full as salary for the school year when satisfactory evidence of having earned the requisite number of credits or PDPs is presented to the Superintendent or her/his designee by October 1 of that school year. Fifty percent (50%) of the differential shall be paid as salary in the second half of the school year if satisfactory evidence of having earned the requisite number of credits or PDPs is presented by February 1 of that school year. Payment for credits (\$120/6 credits) ends with completion of requirements for an earned degree toward which the credits count, which will entitle the Paraprofessional to the degree stipend.
3. A Paraprofessional who has earned an Associate's Degree or higher from an accredited junior or community college, four-year college, or university shall be entitled to payment of a stipend of One Thousand Three Hundred and Seventy-Five Dollars (\$1,375.00) per year, payable in two separate and equal amounts in February and June. Such stipend will be prorated for those earning a degree during the school year. Effective August, 29, 2016 the payment of biannual stipends shall cease, and payment shall be made as part of a Paraprofessional's hourly compensation in accordance with the Salary Schedule in Appendix A.
4. A Paraprofessional who has earned a Bachelor's Degree or higher from an accredited four-year college or university shall be entitled to payment of a stipend of Two Thousand Seven Hundred and Fifty Dollars (\$2,750) per year (*not in addition* to Associate's Degree stipend above). Effective August, 29, 2016 the payment of biannual stipends shall cease, and payment shall be made as part of a Paraprofessional's hourly compensation in accordance with the Salary Schedule in Appendix A.
5. A Paraprofessional who possesses a valid teaching certificate or license in Massachusetts or

elsewhere shall be entitled to payment of a stipend of One Thousand Dollars (\$1,000.00) per year. Effective with the ratification of the 2014-2017 collective bargaining agreement payment of said stipend shall cease for newly hired employees, however any Paraprofessional currently qualified to receive the stipend shall be grandfathered, and will continue to receive payment in accordance with the provisions above for so long as she/he remains employed as a Paraprofessional with the Pittsfield Public Schools. Effective August, 29, 2016 the payment of a stipend to any Paraprofessional not grandfathered, who possesses both a Bachelor's Degree and a current/valid teaching license issued by DESE, shall be made as part of the Paraprofessional's hourly compensation in accordance with the Salary Schedule in Appendix A.

**L. ADDITIONAL COMPENSATION FOR LANGUAGE FLUENCY/CERTAIN EDUCATIONAL ASSIGNMENTS**

**1. LANGUAGE FLUENCY.** A Paraprofessional who can demonstrate fluency in a language other than English shall be entitled to payment of a stipend of Five Hundred Dollars (\$500.00) per year.

**2. ADDITIONAL COMPENSATION FOR CERTAIN EDUCATIONAL ASSIGNMENTS:**

**a. AMOUNT OF STIPEND:** A Paraprofessional assigned as specified in subsection 2.c., below, shall receive, in addition to the compensation which she/he is entitled to under Article V of this Agreement, a monthly stipend of One Hundred and Twenty Dollars (\$120.00), for a total of not more than One Thousand and Two Hundred Dollars (\$1,200.00) for the school year. For the 2008-09 school year, the monthly stipend shall be One Hundred and Twenty-Five Dollars and Forty Cents (\$125.40), for a total of not more than One Thousand Two Hundred and Fifty- Four Dollars (\$1,254.00) for the school year.

**b. PRORATION OF STIPEND:** If, during the course of the school year, a Paraprofessional holds an assignment specified in subsection 2.c., below, for less than a full month, as determined by the number of Paraprofessionals' work days in that month, then said Paraprofessional shall receive the month's stipend pro rata, based on the number of Paraprofessionals' work days in that month.

**c. ASSIGNMENTS ENTAILING ADDITIONAL COMPENSATION:** A Paraprofessional shall be entitled to the additional compensation set forth in subsection 2.a., above, if she/he is assigned for all or a portion of the school year to any of the following:

- i.** a position that, as a result of the physical or emotional handicapping conditions of the students whom the Paraprofessional ordinarily works with, requires the Paraprofessional routinely to use "universal precautions" for hygienic safety; or
- ii.** a position in the Adolescent Support Program (ASP) or its successor, a position working

in a self-contained behavioral classroom, a position working in the Educational Options for Success (EOS) Program, or its successor, in a self-contained classroom, or a substantially separate program working with one or more students identified in an Individualized Education Plan (IEP) as having been diagnosed with autism or Asperger's Syndrome; or

iii. a position that entails working directly and regularly with one or more students identified in an IEP or Section 504 plan as having been diagnosed with pervasive developmental disorder or another comparable and specific disability entailing the possibility of serious student behavior disorder. A determination regarding a Paraprofessional's entitlement to the stipend under subsection c shall be made by the Superintendent or her/his designee, and such administrative determination shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement.

**3. NO VACANCY DEEMED TO EXIST SOLELY BECAUSE OF STIPEND:** The availability of the stipend for a position described in subsection 2, above, shall not be deemed to have created thereby a new position in the bargaining unit; and therefore the posting requirement of Article VIII § B of this Agreement shall not be applicable to a position entitled to such a stipend under this section unless and until that position is actually vacant and is determined administratively as having to be filled.

**M. EDUCATIONAL REIMBURSEMENT FUND**

1. Effective August 29, 2007, the Committee shall establish an Educational Reimbursement Fund ("the Fund") of Nine Thousand Dollars (\$9,000.00) per year to be made available to the bargaining unit. The Fund shall be used to defray some or all of the costs to members of the bargaining unit in taking and satisfactorily completing undergraduate or graduate coursework at an accredited junior or community college, four-year college, or university if that coursework has received the prior approval of the Superintendent of Schools or her/his designee. Effective August 29, 2017, the Fund may be used to reimburse a Paraprofessional who has successfully completed the ParaPro or WorkKeys assessment to obtain "Highly Qualified" status pursuant to No Child Left Behind (NCLB). The fund will be divided into three (3) equal parts:

<b>FALL</b>		<b>\$3,000</b>
<b>WINTER</b>		<b>\$3,000</b>
<b>SPRING</b>		<b>\$3,000</b>

2. Money from the Fund not used in one term shall be carried over into the next term, but any such funds not used in one fiscal year will not be carried over into the next fiscal year.

3. Application for reimbursement under this section shall be made on forms provided by the Personnel Office, with such supporting documentation from a college catalog or other source as may be required, by not later than May 10 for summer term courses, August 10 for fall term courses, and December 10 for spring term courses. Applicants shall be provided with administrative notice of their anticipated rate of reimbursement for the term in question by not later than June 1 for the summer term, September 1 for the fall term, and January 1 for the spring term.
4. In the event that Federal or Massachusetts law or regulations impose requirements for educational or academic credentials that directly affect the continued employability of members of the bargaining unit, the Committee and the Federation shall reopen collective bargaining under this section in order to address the issue.

## **ARTICLE VI** **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 C.
2. Health insurance premium deductions shall be equalized throughout the year based upon twenty (20) payroll periods. Health insurance premium increases effective July 1<sup>st</sup> will be deducted from an employee’s paycheck during the month of June.

### **B. LIFE INSURANCE**

The Committee 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 of Massachusetts.

### **C. PENSION**

Members of the bargaining unit shall be allowed to participate in the Municipal Employees Pension Plan.

#### **D. TAX-FREE ANNUITY**

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

#### **E. WORKERS COMPENSATION**

Paraprofessionals shall be included under the provisions of the Workers Compensation Law. Any employee who suffers a personal injury arising out of and in the course of his employment shall be entitled to reimbursement for reasonable and necessary medical and hospital expenses in accordance with the Workers' Compensation Law (G. L. c. 152).

### **ARTICLE VII** **WORKING CONDITIONS**

#### **A. NOTICES AND ANNOUNCEMENTS**

1. All official circulars pertaining to Paraprofessionals in a particular school shall be posted on that school's bulletin boards, and a copy furnished to the chapter chairperson. A copy of the Rules and Regulations of the Pittsfield School Committee and all amendments thereto will be made available to members of the unit on the Pittsfield Public Schools' website.
2. A copy of the Directory of School Department Personnel will be made available to members of the unit in each school building.
3. The President of the Paraprofessional Chapter shall be sent a copy of any transfer, appointment, or acceptance of a resignation letter sent to members of the bargaining unit within two (2) weeks of notification to the School Committee. The Chapter Chairperson of the Paraprofessionals unit shall be notified of all new hires, placement on the salary schedule, assignment including school, teacher, and hours to be worked. Such notification shall take place within two (2) weeks of appointment by the Superintendent.
4. Paraprofessionals shall be recognized as such and shall be so listed in the directory.

#### **B. SCHOOL FACILITIES**

1. Paraprofessionals shall be allowed to use whatever lounge facilities are available to teachers.
2. Each Paraprofessional shall be provided with a space for his use in which he may securely store his instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.
3. Paraprofessionals shall be allowed to use whatever telephone facilities are available to teachers.

4. Adequate parking facilities for Paraprofessionals shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded to the extent possible.
5. At least one mailbox that is dedicated for use exclusively by Paraprofessionals shall be provided in each school.
6. Workrooms and equipment used by teachers in preparing instructional material shall be made available for use by Paraprofessionals.

**C. SUBSTITUTES**

1. A list of substitute Paraprofessionals shall be available to the building principal.
2. Assignments for duty coverage in emergency situations will be shared as equitably as possible by the Paraprofessional staff.
3. A Paraprofessional who substitutes for a teacher for an entire school day will earn \$40.00 in addition to her/his Paraprofessional per diem rate for that day. A Paraprofessional who substitutes for a teacher for half a school day will earn \$20.00 of her/his Paraprofessional per diem rate for that day. Incidental class coverage or supervision for not more than one instructional period or its equivalent will not entitle a Paraprofessional to additional compensation for substitute teaching; but coverage or supervision of a class in a teacher's absence for more than one period but less than half a day will entitle a Paraprofessional to additional compensation of \$15.00 for substitute teaching; and coverage or supervision of a class in a teacher's absence for more than a half day but less than a full day will entitle a Paraprofessional to additional compensation of \$30.00 for substitute teaching. Except as provided in the second sentence of this subsection, or except in an emergency, no Paraprofessional will be used as a substitute teacher unless a good faith effort has first been made administratively to secure a substitute teacher from those known administratively to be available for such service. A Paraprofessional who is regularly assigned to a special education classroom may be used as a substitute teacher in that classroom when the Director of Special Education or the building principal determines that it is in the best interests of the students in the class to do so.

**D. SENIORITY**

1. An employee shall be placed on the seniority list after completing a ninety (90) working day probationary period. Seniority is defined as length of continuous service as a Paraprofessional in the Paraprofessional bargaining unit.
2. Period of service divided by a break due to resignation or termination shall not be added together to determine seniority.
3. Part time employees shall acquire seniority on a prorated basis.

4. Acceptance by the Committee of this provision does not imply acceptance of the use of seniority in other sections of the contract unless specifically stated.

**E. JUST CAUSE**

No Paraprofessional who has completed a probationary period of ninety (90) working days will be disciplined, reduced in the rate of compensation paid, separated or discharged without just cause.

**F. TERMINATION**

1. In the event of a cutback in programs, Paraprofessionals shall be terminated on the basis of seniority; the employees with the least seniority being the first to be laid off, providing that the individuals involved are qualified to fill existing positions and such procedure is not contrary to the best interests of the system.
2. In the subsequent event of expanded or additional programs, those persons previously employed and laid off shall be rehired before any new personnel are added, provided that they are qualified for the expanded or additional programs.
3. Absent circumstances beyond the control of the Employer, if a Paraprofessional position is being eliminated, the Director of Human Resources will notify the affected Employee in writing as soon as he/she 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 Paraprofessional Unit Chairperson.
4. If a Paraprofessional position is eliminated during the budgetary process, due solely to budgetary constraints, and the same position is reinstated during the term of the school year following the vote to eliminate the position, then the Paraprofessional who held the eliminated position will normally be given the opportunity to fill that position.

**G. LENGTH OF THE WORK YEAR**

1. Paraprofessionals shall be required to work each day when school is in session.
2. Paraprofessionals may be required to work up to one week prior to the beginning of the regular school year.
3. The work year for Paraprofessionals shall be the instructional year (q.v.) plus not more than three additional work days. The Federation shall be notified in writing by the Superintendent or her/his designee not later than the Monday immediately preceding Labor Day of the number of days in excess of the instructional year that Paraprofessionals shall be obliged to work.

## **H. LENGTH OF THE WORK DAY**

1. Length of work day shall be consistent with each category, i.e. supervisory, special education (including IEPs), library, career exploratory, vocational as well as being consistent with hours, including lunch period, listed on posted positions for each school subject to changes or modifications for unanticipated needs or circumstances.
2. Paraprofessionals shall be entitled to one (1) 15 minute break as scheduled. Those Paraprofessional positions which presently have a 30 minute duty free lunch period shall continue to be entitled to the 30 minute duty free lunch as scheduled.
3. Paraprofessionals may be required to report to work earlier than the aforementioned starting times in order to provide supervision for the breakfast program for public school students.
4. Paraprofessionals shall be paid for all time worked including time spent guiding children on and off the bus.
5. Paraprofessionals may be required to attend up to four (4) meetings after the end of the school day during the course of the instructional year. Said meetings will commence not later than fifteen minutes after the end of the students' instructional day and no Paraprofessional shall be required to stay at any such meeting more than sixty (60) minutes after the time specified herein for its start. A Paraprofessional required to attend such a meeting shall be notified of this requirement by the building principal or the principal's designee not later than seven (7) calendar days before the date of the meeting. Paraprofessionals who attend such meetings as directed shall receive one (1) hour's additional compensation for each such meeting attended.
6. A unit member who, because of child care problems or a comparable emergency, is unable to attend a meeting described in the preceding paragraph shall, upon providing written notice of same to the building principal, be exempt from attending such a meeting. In this instance, the unit member may be required to attend an alternative meeting scheduled by the building principal in consultation with the unit member.

## **I. MINIMUM HOURS**

1. Paraprofessionals will work a minimum schedule of twenty-two and one-half (22 1/2) hours a week unless fewer hours are provided for a tutor Paraprofessional by an Individual Educational Plan.
2. Any Paraprofessional working more than four and one-half (4 1/2) hours a day will be given a duty free thirty (30) minute lunch period. If the Committee offers in-house professional development at a building other than the one the Paraprofessionals are usually assigned, then the Paraprofessionals will receive a total of fifty (50) minutes to travel to the professional development

location and eat their lunch. Any Paraprofessional not relieved of all duties during their scheduled lunch period shall receive pro-rata compensation for said lunch period at the applicable hourly rate of pay.

**J. ASSISTANCE IN ASSAULT CASES**

1. Paraprofessionals will report all cases of assault to the principal of the building.
2. Whenever it is alleged that a Paraprofessional has assaulted a person or that a person has assaulted a Paraprofessional, the principal shall conduct an investigation of the incident and forward his findings to the Superintendent with a copy to the Paraprofessional and the President of the Paraprofessional Unit.
3. The Superintendent shall comply with any reasonable request from the Paraprofessional for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.
4. The Committee may indemnify a Paraprofessional in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of the negligence of such Paraprofessional.

**K. DAMAGE OR LOSS OF PROPERTY**

Paraprofessionals will be reimbursed for clothing or other personal property normally carried by the person, such as handbags, umbrellas, etc., damaged or destroyed in the course of his employment through no fault of his/her own, up to a maximum of five-hundred dollars (\$500) upon submission of a written claim and satisfactory proof in support of said claim.

**L. TRANSPORTING CHILDREN**

No Paraprofessional shall transport students in a private vehicle.

**M. NOTICE OF ASSIGNMENT**

1. Paraprofessionals may express in writing to the Director of Human Resources their preference of grade level, subject, department and assignment.
2. Paraprofessionals will be notified of their initial assignments for the approaching school year by August 15<sup>th</sup> and shall be notified of any subsequent changes in their assignments by August 31<sup>st</sup> except for changes resulting from student enrollment changes in IEP plans, unforeseeable circumstances or emergency situations. The Paraprofessionals involved will be notified by mail of any circumstances occurring during the summer months which warrant a program change.
3. The number of different assignments, and rooms in which assignments occur, for a Paraprofessional shall be held to a minimum within the restrictions imposed by programs and space.

4. Paraprofessionals assigned to study halls shall be assisted by another Paraprofessional or teacher when study hall size exceeds thirty-five (35). Additional staff shall be added for each additional thirty-five (35) students.

5. If an opening for a Paraprofessional position occurs after the close of the school year and prior to the commencement of the next school year, the Administration shall post the opening on its website, email the Chapter Chairperson, and post in each school building.

**N. PARAPROFESSIONAL EVALUATIONS**

1. Each Paraprofessional shall be evaluated annually, following the procedures adopted by the parties and attached hereto as Appendix B.

2. The Administration and the Union agree to form a Joint Labor Management Committee (JLMC) composed of up to four (4) representatives from the Federation selected by the Chapter Chairperson of the Paraprofessional Unit, and up to four (4) representatives of the Administration selected by the Superintendent. The purpose of the JLMC shall be to review, revise, and update the Paraprofessional Evaluation Procedure found in Appendix C. The JLMC shall begin its work no later than October 1, 2018 and will make its recommendations to the parties no later than June 30, 2019. The parties may by mutual agreement re-open this Agreement for the limited purpose of negotiating over the recommendations of the JLMC.

**O. PARAPROFESSIONAL FILES**

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

a. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at that time.

b. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.

c. Upon request, a Paraprofessional shall be given access to his file without delay.

d. Upon receipt of a written request, the Paraprofessional shall be furnished a reproduction of any material in his file.

2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files. 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 grievance 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.

**P. TRAINING**

1. The Employer shall provide each employee with the appropriate First Aid, CPR, and/or non-violent restraint training. Where such training cannot be provided in house, the Employer shall reimburse an employee for the cost of such training provided the employee successfully completes the training and provided, further, that the training course is pre-approved by the Superintendent or his designee.
2. Paraprofessionals who work on a one-to-one basis with severe multi-handicapped, emotionally disturbed, and students with contagious diseases, and in all other SPED classes which require special services as outlined in IEP's will be guaranteed adequate training to fulfill the duties specified prior to the beginning of the assignment. If the assignment or IEP changes in the course of the year, adequate training for the new assignment or IEP will be provided. The requirements needed to perform special services will be included in the job description.
3. No Paraprofessional shall be required to perform First Aid, CPR, apply a non-violent restraint to a student, or provide special services required in an IEP and/or 504 -Plan without first receiving adequate training. No Paraprofessional shall be disciplined, discharged, or have their compensation or benefits reduced for refusal to perform the duties outline in this section without adequate training.

**Q. OPENING DAY**

All Paraprofessionals shall be provided a copy of their school calendar on opening day.

**R. SCHOOL SECURITY MEASURES**

Paraprofessionals may be required to comply with all administrative measures taken to ensure the safety of staff and students, the security of school system property, and the security of the school building or other facility to which they are assigned, including the wearing of identifying badges or emblems.

**ARTICLE VIII**  
**TRANSFERS/VACANCIES**

**A. TRANSFERS**

1. Paraprofessionals may apply for a transfer to vacant positions when such vacancies are posted. When a position opens midyear and a transfer would cause disruption in the system, such midyear transfers to vacancies will not occur. An exception to midyear transfer may be made if the transfer is to occur within the same building and can be mutually worked out between the Paraprofessional requesting the transfer and the principal/supervisor.

2. Assignments to fill such vacancies by transfer may be made during the school year.
3. Notice of transfer shall be given to a Paraprofessional as soon as possible following granting of the request.
4. Seniority 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. The position shall be posted and each posting shall include a complete description of the position and duties required of the Paraprofessional. Part time Paraprofessionals shall be considered for positions before the positions are advertised outside the system.
5. When a reduction in the number of Paraprofessionals in a school is necessary, qualified volunteers in the school will be considered first for transfer.
6. Any involuntary transfer shall be made only after a meeting between the Paraprofessional involved and the Superintendent and/or his designee, at which time the Paraprofessional shall be notified of the reasons for the transfer.
7. No assignment of new Paraprofessionals shall be made until all transfer requests have been considered. The Committee agrees to provide job descriptions before bidding occurs on posted positions. When a position opens after the beginning of the school year the position will be filled temporarily by a substitute for the remainder of the school year unless it can be mutually worked out by the principals or supervisors in the buildings where the transfers are to take place in such a way as to cause the least disruption to the students and the system. If this is possible, the transfer to a position that opens after the beginning of the school year will occur by January 15<sup>th</sup>. Any Paraprofessional interested in the position will have equal opportunity to bid on the position for the following school year.
8. The Paraprofessional may process an involuntary transfer through the grievance procedure but the decision of the School Committee shall be final and binding.
9. If a position opens after January 15<sup>th</sup>, there will be no midyear transfers to that position. The position will be filled on a temporary basis. If a position opens after January 15<sup>th</sup>, the position will be posted so that bidding may occur and the position will be filled for the following September.

**B. VACANCIES**

1. The Administration shall post in each school a list of known Paraprofessional vacancies within a week after such vacancy occurs, showing location and assignment.
  - a. All vacancy notices for Paraprofessional positions funded with Title I funds shall list the following under the qualifications: “Must be “Highly Qualified” (i.e., Associate’s Degree or

passing score on the Para Pro or Work Keys examination) as prescribed by No Child Left Behind (NCLB). The Committee agrees that all vacancy notices for said positions shall include the following under the position title: "Title I - Grant Funded Position".

**b.** All vacancy notices for Paraprofessional positions not funded with Title I funds shall list the following under the qualifications in external postings: "Must be "Highly Qualified" (i.e., Associate's Degree or passing score on the Para Pro or Work Keys examination) as prescribed by No Child Left Behind (NCLB); and internal postings shall contain the following statement instead: "Highly Qualified" (i.e., Associate's Degree or passing score on the Para Pro or Work Keys examination) as prescribed by No Child Left Behind (NCLB) is desired but not required." In regard to positions not funded with Title I funds, the fact that an external candidate possesses Highly Qualified status will not be used to by-pass or deny the position to an otherwise qualified member of the bargaining unit.

2. Applications shall be filed in writing with the office of the Director of Human Resources.
3. Applications will be received from any person who believes himself qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
4. A vacancy shall be filled by an applicant within the Pittsfield School System if his qualifications and experience for the position are substantially equal to those of other applicants. In cases of conflict, the best interest of the school system shall be the determining factor.
5. Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement.
6. The Superintendent may postpone the actual assignment until after the December vacation if selection to the assignment is made prior to that date and after September 1<sup>st</sup> or until September 1<sup>st</sup> of the following school year if the selection is made after January 1<sup>st</sup>.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

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

1. Paraprofessionals who have completed one year of employment shall be allowed fifteen (15) working days for each school year without loss of pay for sick leave. Six (6) days of available paid sick leave may be used annually for family illness/emergency. 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.

2. Sick leave days for other than those Paraprofessionals on approved sick leave will be credited on the first full "work day" worked by the Paraprofessional in the "work year."

3. A Paraprofessional other than those Paraprofessionals on approved sick leave whose first full "work day" occurs after September 15<sup>th</sup> of the given "work year" shall be credited with sick leave with pay at the rate of one and one-half (1½ ) days for each full "month" worked until the end of the "work year."

4. Newly hired Paraprofessionals will be credited with sick leave at the rate of one and one-half (1½ ) days per month following completion of thirty (30) days of employment.

5. Sick leave shall be accumulated up to one hundred sixty (160) days effective September 1, 1993. Such accumulation shall begin with those leave days unused during the 1975-1976 school year.

#### **B. PERSONAL DAYS**

1. Two (2) additional days of paid leave may be used annually for personal hardship or necessity or for religious reasons where the tenets of one's religion require that the employee not perform any work on a given scheduled workday. Such days shall be prearranged and approved by the Principal or Program Administrator and the Director of Human Resources. Any employee seeking said benefits shall submit a written request on an approved form specifying the reason for request.

2. Personal Days will not be cumulative from year to year.

#### **C. BEREAVEMENT LEAVE**

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 Paraprofessional worker 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 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. MATERNITY LEAVE**

1. A female Paraprofessional who has been employed by the Committee for at least three (3) consecutive months as a full-time Paraprofessional, 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 months (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 hereinafter 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, wherever applicable, as of the date of her leave. Such leave shall be unpaid to the extent the Paraprofessional's sick leave does not cover the balance.

2. The Committee shall not be required to restore a Paraprofessional on maternity leave to her previous or a similar position if other Paraprofessionals 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 Paraprofessional 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 Paraprofessional'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 such Employer so provides for all employees on leave of absence.

**E. LEAVE FOR CONFERENCES, CONVENTIONS, ETC.**

With the approval of the School Committee, no more than two (2) official delegates of the Paraprofessional Chapter of the Pittsfield Federation may be granted by no more than three (3) days leave with pay to attend conventions of affiliated bodies, educational conferences or other functions which contribute to the advancement of educational welfare in the City of Pittsfield.

**F. REQUESTS FOR LEAVE**

All requests for leave under this Article shall be made through a person's principal or immediate supervisor to the Superintendent of Schools or his designee on a form supplied by the Employer.

**G. MAINTENANCE OF RIGHTS**

All benefits to which a Paraprofessional was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, but no benefits shall accrue during a leave of absence. Upon return to work, the employee will be assigned to the same position she/he held prior to her/his leave or a similar position subject to the layoff and recall provisions of this Agreement.

**H. LEAVE OF ABSENCES EXTENDED**

Extended unpaid leaves of absence may be granted for serious family illness, professional improvement or for other reasons.

**I. ADDITIONAL LEAVE**

A Paraprofessional may be granted up to ten (10) days of unpaid leave annually.

**J. BREAKS IN SERVICE**

Granted approved leaves of absence of up to 183 consecutive instructional days shall not be considered breaks in service. Granted approved leaves of absence of 184 consecutive instructional days shall be considered a break in service. Paraprofessionals on granted approved leaves of up to 183 consecutive instructional days shall not accumulate seniority, but will not lose previously earned service upon returning to work. Paraprofessionals on leaves of absence of 184 or more consecutive instructional days shall lose previously earned service upon returning to work.

**K. SICK LEAVE BANK**

1. **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.

**2. 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.

**3. 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.

**4. 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.

**5.** 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.

**6. 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.

**7. 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.

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

**9. 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.

**10. 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.

**L. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

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.

a. 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.

b. 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).

c. 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).

d. The leaves above shall be added together to determine whether the twelve (12) or twenty-six (26) week maximum has been met.

2. 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.

**M. PARENTAL LEAVE**

The Pittsfield Public Schools will grant unpaid leave in accordance with the requirements of M.G.L. c. 149, § 105D (i.e., the Massachusetts Parental Leave Act). Application for such leave, accompanied by a physician's certificate, stating the expected date of delivery should be made at least thirty (30) days prior to the date of the commencement of the leave. This leave will run concurrently with a Paraprofessional's entitlement under the Family and Medical Leave Act. Maternity leave shall be granted to pregnant

teachers upon the receipt by the Superintendent or designee of a physician's statement verifying the pregnancy and stating the expected delivery date and recommended termination of teaching date. If the Paraprofessional's physical condition requires that she leave her position before the recommended termination date, the Superintendent shall be notified immediately. Medically certified disabilities caused or contributed to by pregnancy and recovery there from shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during period of such temporary disability upon written certification of the attending physician that the disability was caused or contributed to by pregnancy.

**N. SMALL NECESSITIES LEAVE ACT (SNLA)**

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.

**O. DOMESTIC VIOLENCE LEAVE ACT (DVLA)**

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 X**  
**FEDERATION RIGHTS AND RESPONSIBILITIES**

**A. FEDERATION REPRESENTATION**

1. The Committee recognized the Federation Representative as the official representative of the Paraprofessionals in the schools.
2. The Federation representatives who meet with the Superintendent of Schools during the school year shall submit items for the agenda which apply to Paraprofessional personnel.

**B. INFORMATION**

The Committee and the Union each agree to make such information available to the other party after a reasonable request for same as is required by General Laws, Chapter 150E.

**C. EXISTING LAWS AND REGULATIONS PRESERVED**

The rights and benefits presently provided by City, State or Federal law, rule or regulation to the School Committee or members of this bargaining unit are preserved.

**D. POSTING OF AGREEMENT**

The Agreement shall be posted on the Pittsfield Public Schools' website, and thirty (30) copies will be provided to the Federation.

**E. USE OF SCHOOL BUILDINGS**

1. The members of this bargaining unit may use designated areas in school buildings for meetings with the prior approval of the Building Principal provided said meetings do not interfere with school operations or with employees carrying out their duties.

**2. DISTRIBUTION OF MATERIALS**

The Federation shall have the right to place materials in the mailboxes of Paraprofessional employees.

**3. BULLETIN BOARDS**

With Employer's prior approval Federation notices and other material pertaining to Paraprofessionals may be posted on the Federation bulletin boards provided in each building for their exclusive use.

**F. DUES CHECK-OFF**

1. The Federation may secure authorization for payroll deductions for Federation dues. Such authorizations 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.
2. The Federation shall be notified of any Paraprofessional withdrawing or dropped from payroll deductions.
3. Any Paraprofessional desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.
4. The Union and the Paraprofessionals agree to and do hereby indemnify, defend and hold harmless the Pittsfield School 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 arising from or relating to any action taken by them in good faith in making or transmitting such deductions.

**G. NOTIFICATION AND REPRESENTATION**

1. In the event that a Paraprofessional 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.

2. A Paraprofessional has the right to be represented by the Federation in any meeting with a member of the administration when there is probable cause to believe that the purpose of the meeting is for disciplinary action.

#### **H. AGENCY SERVICE FEE**

1. The Committee will respect the position of the Pittsfield Federation of School Employees, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, Paraprofessional Unit, as the sole and exclusive bargaining agent for all employees in the Paraprofessionals' bargaining unit on matters of wages, hours, and conditions of employment for the life of this Agreement. 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. 150E § 12., shall be required to pay the service fee to the Federation.

2. The Federation will be solely responsible for enforcing the provisions of this section. The Committee will not be responsible to enforce any provision of this section.

3. 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 Paraprofessionals, resulting from this Section. 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 Section, the Federation will pay any and all of those damages, including interest and charges.

4. If any court of competent jurisdiction determines that any part of subsection 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of subsection 1, 2, or 3, will be null and void.

5. 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 XI**  
**GRIEVANCE PROCEDURE**

**A. SECTION 1. DEFINITIONS:**

1. A "grievance" is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement or any amendment or supplement thereto.
2. A "grievant" on any issue covered by the terms of this Agreement is any Paraprofessional, group of Paraprofessionals 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. SECTION 2. 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. 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.

**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. 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. SECTION 3. 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.
3. **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.
4. **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 Paraprofessional or Paraprofessionals 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.

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

- a.** To be present at the hearing;
- b.** To hear testimony;
- c.** To give testimony;
- d.** To call others to give testimony;

**6.** To question whether personally or through a FEDERATION or COMMITTEE representative, any person giving testimony. 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 Paraprofessional's responsibilities.

**7.** 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.

**8.** Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.

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

**10.** 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.

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

**12.** At a School Committee grievance hearing, the FEDERATION and/or the Paraprofessional 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 XII**  
**ARBITRATION**

- A.** A grievance dispute which was not resolved at the level of the School Committee under the Grievance Procedure may be submitted by the Federation to arbitration. The proceedings may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) calendar days after receipt of the decision of the School Committee, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings.
- B.** The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with the jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
- C.** The arbitrator shall not add to, subtract, or alter any of the provisions of this Agreement nor may he substitute his judgment for that of the Employer on any matter within the Employer's discretion.
- D.** If any action is initiated in any state or federal regulatory or administrative agency or judicial forum by or on behalf of the employee(s) and/or the Union concerning any action or inaction by the Employer or any claimed violation or contested interpretation or application of this Agreement, then the grievance and arbitration provisions of this Agreement shall be permanently closed.

**ARTICLE XIII**  
**VOIDABLE WAIVER CLAUSE**

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 XIV**  
**NO-STRIKE, NO-LOCKOUT CLAUSE**

**A.** The parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-downs; or interferences or interruptions with the production or operations of the School System by any employees or the Union; and there shall be no lock-outs by the Employer.

**B.** Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other Employers or Unions) who are not signatory parties to this Agreement.

**C.** Employees who violate this provision shall be subject to disciplinary action, including discharge. The Committee reserves the right to immediately pursue all legal courses of action against both the Federation, its affiliates and the employees in the event of a strike as defined above, including their right to go to Arbitration as set forth in Article II of this Agreement.

**ARTICLE XV**  
**LOSS OF SENIORITY**

An employee's seniority rights shall cease and his/her employment with the Employer shall terminate:

**A.** If the employee voluntarily quits. However, if the employee should report for the start of his next scheduled shift (not to exceed three (3) calendar days) and no substitute has been called in or replacement hired, the Committee shall give consideration to the employee's request to be reinstated with full seniority. If a substitute had already been called in on the day following the quit prior to the scheduled start time and prior to the employee reporting, the employee shall not be paid for the day.

**B.** If the employee retires or resigns.

**C.** If the employee is discharged for just cause.

**D.** If he fails to report for work for a period of three (3) working days, without permission and fails to notify his Supervisor during said period of any valid reason for his absence.

**E.** If he is laid off, and his layoff is continuous for a period in excess of fifteen (15) months.

**F.** If he fails to report his availability to report back to work following his layoff, within three (3) working days after being recalled by a written notice of recall sent by the Employer to said employee's last known address on the Employer's records, unless such failure to report back is due to reasons beyond said employee's control, satisfactory proof thereof is offered to the Employer, and the employee notifies his Supervisor or said reasons as soon as possible. It is agreed by the parties that the employee

shall report for work immediately following a two-week (2) notice period to any interim Employer.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

**A.** If any provision of this Agreement is or shall at any time be contrary to law, then such provision 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.

**B.** 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 XVII**  
**DURATION**

This Agreement and each of its provisions shall be in effect as of August 29, 2018, and shall continue in full force and effect until August 28, 2021 at midnight.

**PITTSFIELD SCHOOL COMMITTEE**

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chapter Chairperson

**APPENDIX A**  
BASIC SALARY SCHEDULE

2018-2019	1.25%			
STEP	Base	Associate's Degree	Bachelor's Degree	Bachelor's Degree/DESE Teaching License
0	\$11.28	\$12.53	\$13.78	\$14.45
1	\$11.71	\$12.96	\$14.21	\$14.88
2	\$12.20	\$13.45	\$14.70	\$15.37
3	\$13.15	\$14.40	\$15.65	\$16.32
4	\$13.72	\$14.97	\$16.22	\$16.89
5	\$14.39	\$15.64	\$16.89	\$17.56
6	\$15.60	\$16.85	\$18.10	\$18.77
10	\$15.94	\$17.19	\$18.44	\$19.11
15	\$16.10	\$17.35	\$18.60	\$19.27
20	\$16.25	\$17.50	\$18.75	\$19.42
25	\$16.61	\$17.86	\$19.11	\$19.78

**NOTES:**

1. EFFECTIVE AUGUST 29, 2016 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:
  - A. ASSOCIATE'S DEGREE AT \$1.25 ABOVE THE BASE RATE.
  - B. BACHELOR'S DEGREE AT \$2.50 ABOVE THE BASE RATE.
  - C. BACHELOR'S DEGREE/DESE TEACHING LICENSE AT \$3.17 ABOVE THE BASE RATE.
2. ANY EMPLOYEE WHO HAS COMPLETED THE REQUIRED YEARS OF CREDITABLE SERVICE SHALL ADVANCE TO THE APPROPRIATE STEP ON THE SALARY SCHEDULE, AND UNDER THE APPROPRIATE SALARY COLUMN.

**A.** EFFECTIVE AUGUST 29, 2018 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE-QUARTER PERCENT (1.25%).

**APPENDIX A**  
BASIC SALARY SCHEDULE

2019-2020	1.25%			
STEP	Base	Associate's Degree	Bachelor's Degree	Bachelor's Degree/DESE Teaching License
0	\$11.42	\$12.67	\$13.92	\$14.59
1	\$11.85	\$13.10	\$14.35	\$15.02
2	\$12.35	\$13.60	\$14.85	\$15.52
3	\$13.32	\$14.57	\$15.82	\$16.49
4	\$13.90	\$15.15	\$16.40	\$17.07
5	\$14.57	\$15.82	\$17.07	\$17.74
6	\$15.80	\$17.05	\$18.30	\$18.97
10	\$16.14	\$17.39	\$18.64	\$19.31
15	\$16.30	\$17.55	\$18.80	\$19.47
20	\$16.46	\$17.71	\$18.96	\$19.63
25	\$16.82	\$18.07	\$19.32	\$19.99

**NOTES:**

1. EFFECTIVE AUGUST 29, 2016 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:
  - A. ASSOCIATE'S DEGREE AT \$1.25 ABOVE THE BASE RATE.
  - B. BACHELOR'S DEGREE AT \$2.50 ABOVE THE BASE RATE.
  - C. BACHELOR'S DEGREE/DESE TEACHING LICENSE AT \$3.17 ABOVE THE BASE RATE.
2. ANY EMPLOYEE WHO HAS COMPLETED THE REQUIRED YEARS OF CREDITABLE SERVICE SHALL ADVANCE TO THE APPROPRIATE STEP ON THE SALARY SCHEDULE, AND UNDER THE APPROPRIATE SALARY COLUMN.

**B.** EFFECTIVE AUGUST 29, 2019 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE-QUARTER PERCENT (1.25%).

**APPENDIX A**  
BASIC SALARY SCHEDULE

2020-2021	1.25%			
STEP	Base	Associate's Degree	Bachelor's Degree	Bachelor's Degree/DESE Teaching License
0	\$11.56	\$12.81	\$14.06	\$14.73
1	\$12.00	\$13.25	\$14.50	\$15.17
2	\$12.50	\$13.75	\$15.00	\$15.67
3	\$13.48	\$14.73	\$15.98	\$16.65
4	\$14.07	\$15.32	\$16.57	\$17.24
5	\$14.76	\$16.01	\$17.26	\$17.93
6	\$16.00	\$17.25	\$18.50	\$19.17
10	\$16.34	\$17.59	\$18.84	\$19.51
15	\$16.50	\$17.75	\$19.00	\$19.67
20	\$16.66	\$17.91	\$19.16	\$19.83
25	\$17.03	\$18.28	\$19.53	\$20.20

**NOTES:**

1. EFFECTIVE AUGUST 29, 2016 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:

- A. ASSOCIATE'S DEGREE AT \$1.25 ABOVE THE BASE RATE.
- B. BACHELOR'S DEGREE AT \$2.50 ABOVE THE BASE RATE.
- C. BACHELOR'S DEGREE/DESE TEACHING LICENSE AT \$3.17 ABOVE THE BASE RATE.

2. ANY EMPLOYEE WHO HAS COMPLETED THE REQUIRED YEARS OF CREDITABLE SERVICE SHALL ADVANCE TO THE APPROPRIATE STEP ON THE SALARY SCHEDULE, AND UNDER THE APPROPRIATE SALARY COLUMN.

C. EFFECTIVE AUGUST 29, 2020 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE-QUARTER PERCENT (1.25%).

**PITTSFIELD PUBLIC SCHOOLS**  
**Pittsfield, Massachusetts**

**PARAPROFESSIONAL'S EVALUATION FORM**

School Year: \_\_\_\_\_

PARAPROFESSIONAL'S NAME: \_\_\_\_\_

SCHOOL/PROGRAM ASSIGNMENT: \_\_\_\_\_

DATE PARAPROFESSIONAL FIRST EMPLOYED: \_\_\_\_\_

**INSTRUCTIONS FOR EVALUATING PARAPROFESSIONAL STAFF**

Purpose. This form is intended to record the evaluator's assessment of the above-named person's job performance as a Paraprofessional during the school year shown. The purpose of the evaluation is to recognize Paraprofessionals' effective or outstanding performance and to improve less than satisfactory performance.

Schedule. **This form is to be completed and signed by the primary evaluator and provided to the Paraprofessional by not later than June 1.** Prior to completing the written evaluation a meeting should be held with the Paraprofessional by her/his evaluator(s) to review the individual's performance. The Paraprofessional being evaluated shall have an opportunity to make written comments about the evaluation she/he receives. Those comments will be considered part of the final evaluation document.

Issue(s) of Concern During School Year. If during the school year the evaluator believes that the Paraprofessional is having a serious job performance problem then the problem must be addressed with the employee as an area of concern. The results of a meeting held to address an area of concern, including statements of how the Paraprofessional is to improve her/his job performance or the evaluator's indication of continuing concern, should be put in writing for the Paraprofessional promptly after the meeting is held. Reference to the Paraprofessional's having addressed the area of concern satisfactorily or unsatisfactorily must be made when completing the final evaluation form.

## APPENDIX B

## PART I

**DIRECTIONS:** Check the box next to the job performance category that best reflects your judgment of the Paraprofessional's job performance throughout the school year in that area. A '5' is the highest rating and indicates optimal job performance. A '1' is the lowest rating and indicates wholly unsatisfactory job performance. 'N/A' means 'not applicable to assignment.'

### Employee Rating

## Job Performance Area1

2      3      4      5      N/A

1.	Is punctual in arriving for assignments					
2.	Communicates effectively with peers and supervisors					
3.	Co-operates with colleagues					
4.	Is well-organized in work habits					
5.	Remains on task					
6.	Takes direction well					
7.	Is attentive to the classroom's needs as a learning environment for all the students					
8.	Exhibits good rapport with students					
9.	Shows initiative in meeting students' needs					
10.	Exhibits patience with students					
11.	Communicates effectively with students					
12.	Models appropriate behavior with students					
13.	Deals effectively with disruptive student behavior					
14.	Participates in professional development opportunities					

Have areas of concern raised during the school year been satisfactorily corrected by the end of the year? (Check one) \_\_\_\_\_YES      \_\_\_\_\_NO      \_\_\_\_\_Not Applicable

**PART II**

**DIRECTIONS.** The evaluator should take note in the spaces provided below of any areas of job performance that the evaluator believes should be (a) recognized for particular commendation and (b) indicated as areas for improvement in job performance. If areas for improvement are noted then the evaluator should be as specific as possible about the nature of the concern and the changes needed in order to show the desired improvement in performance.

A. Areas for Commendation.

B. Areas for Improvement.

**PART III**

**DIRECTIONS.** The Paraprofessional who is being evaluated in this form should write here any comments regarding the evaluation presented in Parts I and II that she/he wishes to make. The Paraprofessional's comments will be considered as part of the evaluation document. (Use extra pages if necessary.)

Paraprofessional's Comments.

**PART IV**

**DIRECTIONS:** The Paraprofessional's evaluators should sign and date this form upon its completion. The signed and completed form is to be provided to the Paraprofessional by not later than June 1. **The Paraprofessional should sign and date the form after she/he has received it** and made any comments in Part III, and then should **return the form to her/his primary evaluator before the end of the school year.**

Primary Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In-put Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In-put Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Paraprofessional's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B**

**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 B**

**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 B**

### **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 B**

### **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 B**

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

For the International Association of Firefighters:

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

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

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For the Pittsfield Supervisory and Professional Employees Association:

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

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For the Berkshire Athenaeum Employees Association:

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For the Retired Employees of the City of Pittsfield:

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## 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

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

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) s In higher cost share hospitals (as many days as medically necessary)	\$300 per admission after deductible* \$700 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)	\$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.) <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.

## 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**

Plan Specifics		
<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	
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: 10 visits during the first year of life Three visits during the second year of life (age 1 to age 2) Two visits for age 2 One visit per calendar year from age 3 through age 18	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 • 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 \$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 • 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 \$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.

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<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: <ul style="list-style-type: none"> <li>Your PCP, OB/GYN physician, network nurse practitioner or nurse midwife</li> <li>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)	\$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: <ul style="list-style-type: none"> <li>Your PCP or OB/GYN physician</li> <li>Other network providers</li> </ul>	\$20 per visit***, no deductible \$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>	
<ul style="list-style-type: none"> <li>Other general hospitals (as many days as medically necessary)</li> <li>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.

\*\* 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 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 <sup>®</sup> —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>**  
**MIIA 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

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<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?

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**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