

AGREEMENT

BETWEEN THE

PITTSFIELD SCHOOL COMMITTEE

AND THE

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

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JULY 1, 2018 – JUNE 30, 2021

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## **AGREEMENT**

THIS AGREEMENT by and between the SCHOOL COMMITTEE OF THE CITY OF PITTSFIELD, MASSACHUSETTS (hereinafter referred to as the "EMPLOYER"), through its agent and appointing authority, the Superintendent of Schools, and the PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, CUSTODIAL UNIT (hereinafter referred to as the "FEDERATION"), this 25<sup>th</sup> day of April, 2018.

## **WITNESSETH:**

### **ARTICLE I** **RECOGNITION**

#### **SECTION 1. RECOGNITION**

The EMPLOYER recognizes the FEDERATION as the sole and exclusive bargaining agent on questions of wages, hours, and other conditions of employment for all its school building custodians, mail couriers, and all position titles set forth in the salary table, excluding its Supervisor of Custodians and all other employees of the EMPLOYER.

#### **SECTION 2. IMPACT BARGAINING**

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

#### **SECTION 3. TERMINOLOGY**

All references to employees in this Agreement refer to both male and female employees.

#### **SECTION 4. 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.

## **SECTION 5. 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.

## **ARTICLE II** **MANAGEMENT RIGHTS**

### **SECTION 1. MANAGEMENT RIGHTS**

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

### **SECTION 2. OTHER RIGHTS**

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

### **SECTION 3. NO WAIVER IMPLIED**

The failure by the EMPLOYER 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 EMPLOYER 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 EMPLOYER except that none of these rights shall be exercised by the EMPLOYER contrary to any specific provision of this Agreement.

### **SECTION 4. SCOPE OF RIGHT TO GRIEVE OR ARBITRATE**

Except when it can be shown that conduct or action by the EMPLOYER 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** **NO STRIKE**

### **SECTION 1. STRIKES PROHIBITED**

The parties agree that there shall be no strike of any kind whatsoever, no work stoppages, withholding of services, slowdowns, or interference with or interruption of the functioning of the School System by any employee or the FEDERATION.

### **SECTION 2. STRIKES ON BEHALF OF THIRD PARTY PROHIBITED**

Nor shall there be any strike or interruption of work because of any disputes or disagreements between any other persons, employers, associations, federations, or unions who are not signatory parties to this Agreement.

### **SECTION 3. VIOLATION SUBJECT TO DISCIPLINE**

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

### **SECTION 4. RESERVATION OF RIGHTS**

The EMPLOYER 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 XXII of this Agreement.

## **ARTICLE IV** **GRIEVANCE COMMITTEE**

### **SECTION 1. GRIEVANCE OFFICIALS**

The FEDERATION shall have the right to appoint three (3) delegates who shall be members of the bargaining unit. Their names shall be submitted to the Superintendent or her/his designee. Their duties shall be limited to representing the FEDERATION in the Grievance Procedure as hereinafter set forth.

### **SECTION 2. MEETINGS DURING WORK HOURS**

When the EMPLOYER calls a grievance meeting which requires a delegate to be present during her/his scheduled hours of work, there shall be no loss of pay for attendance at such meeting.

**SECTION 3. ATTENDANCE AT SCHOOL COMMITTEE MEETINGS**

If all three of the officers of the Pittsfield Custodians' Association, including the President, Vice President, and Treasurer, are assigned to work during the hours when the Pittsfield School Committee is holding a regular meeting at which an agenda item of custodial interest appears, one of the three officers may attend the meeting without loss of pay.

**ARTICLE V**  
**PERSONNEL FILES**

Whenever an employee who is a member of the FEDERATION has the right by law or School Committee regulations to observe her/his Personnel file or any part thereof, she/he may, in writing, upon each occasion desired, authorize an officer of the FEDERATION to have access to her/his file. The FEDERATION officer, upon surrender of said written authorization to the employer, and having made an appointment in advance, shall be shown such records as defined herein. No information or document critical of the work performance of an employee, or that may be otherwise critical of an employee, shall be placed in that employee's personnel file without either prior or simultaneous notification of the employee.

**ARTICLE VI**  
**SENIORITY**

**SECTION 1. SENIORITY DEFINED**

The date an employee is hired shall be established as a "service" date only, and shall be applicable to the salary schedule, vacation schedule, and other fringe benefits. It is understood that the "service" date does not establish "seniority" as governed by Civil Service, Chapter 31 of the General Laws of Massachusetts.

**SECTION 2. FILLING VACANCIES AND MAKING TRANSFERS**

A. When a vacancy occurs in any position covered by the terms of this Agreement, notification of the position and salary paid for such positions shall be posted in each school within five working days, for not less than two weeks prior to the closing date for applications. The notice shall indicate the name of the school or building, the title of the available positions, and the hours to be worked. A copy of

the vacancy notice shall be sent to the President of the Custodians' Union.

**B.** Only employees who have served their six (6) month probation periods will be eligible to apply for a transfer to an existing position or to any other position. Employees who wish to be considered for the position must make written application to the Personnel Office within the two (2) week posting period unless a shorter posting period has been agreed to by both parties. All successful candidates must serve thirty (30) working days in the new position before reapplying for another position.

**C.** Emergency assignments may be made at any time by the EMPLOYER or its designee. Any custodian who has been on an emergency assignment for three months will be entitled to a reassignment to her/his former position.

**D.** Vacancies, other than those in Section 3 within the same classification which do not have a higher base salary rate, shall be filled by seniority, except that the EMPLOYER or its designee may reject the seniority criterion for reasons which are not arbitrary or capricious. Such reasons may be subject to the grievance and arbitration procedures.

**E.** Vacancies and provisional promotions to vacancies in higher classifications will be made by the EMPLOYER or its designee by selecting from the applicants one of the three custodians with the most seniority. This will apply to the following positions: Senior Building Custodians, Senior Storekeeper, Working Foreman Grounds, grounds crew, stockroom, minor maintenance, and truck driver. All vacancies for these positions which have an hourly rate higher than other positions included in this Agreement will be permanently filled in accordance with Civil Service regulations.

**F.** A copy of all appointments made by the EMPLOYER or its designee will be sent to the President of the FEDERATION within five working days of the appointment. The EMPLOYER shall provide the FEDERATION with an updated seniority list including assignments, long-term substitutes and their assignments, by September 30<sup>th</sup> of each school year.

**G.** Any senior building custodian assignments not filled by a present active senior building custodian will be filled by a junior building custodian who is presently on an active senior custodian list as issued by the Department of Personnel Administration (Civil Service); except that, when there are fewer than three names of current junior custodians on the active senior custodians' list, any junior custodian may apply for and be selected to fill the vacancy.

**H.** These assignments will be filled within five (5) working days after the closing date when the assignment results in a change in shifts.

### **SECTION 3. INVOLUNTARY TRANSFERS**

- A.** When involuntary transfers are necessary, the custodian's quality of performance, length of service in the Pittsfield Public Schools and the needs of the system will be considered in determining which custodian is to be transferred. Custodians being involuntarily transferred will be transferred only to a comparable position if such a position is available.
- B.** An involuntary transfer will be made and notice sent to the FEDERATION prior to a meeting between the custodian involved and the Superintendent of Schools or her/his designee, at which time the custodian will be notified of the reasons for the transfer. In the event that a custodian objects to the transfer at this meeting, upon written request of the custodian, the FEDERATION will be notified and the Superintendent or her/his designee will meet with the FEDERATION representatives to discuss the transfer, provided however, that transfers will be subject to the grievance procedure, but the decision of the Superintendent will be final.
- C.** Employees will receive two weeks notice of an involuntary transfer.

### **SECTION 4. VACANCIES CREATED BY RETIREMENT**

Any permanent position that is to be vacated due to retirement, when the Superintendent of Schools or her/his designee is so notified in writing, shall be posted in all buildings whenever possible at least twenty (20) working days before the retirement is to be effective.

### **SECTION 5. EXCHANGE OF SHIFTS OR ASSIGNMENTS**

In the event two (2) custodians within the same job classification wish to exchange shifts or building assignments, they will make the request in writing to the Director of Custodial Services who will respond in writing within five (5) working days with her/his decision. The decision made by the Director of Custodial Services shall be final, and not subject to appeal.

## **ARTICLE VII** **WORK SCHEDULE**

### **SECTION 1. ESTABLISHING WORK SCHEDULES AND TEMPORARY STAFF**

- A.** The EMPLOYER shall have the right to establish work schedules provided, however, that the work week shall be five (5) consecutive days and the work day shall be eight (8) consecutive hours according to the following shift schedule:



First Shift: Monday – Friday 6:30 AM – 3:00 PM during the school year with one-half (1/2) hour lunch break;

Second Shift: Monday – Friday, 3:00 p.m. – 11:00 p.m., with a one-half (1/2) hour meal break or Monday – Friday, 12:00 p.m. – 8:00 p.m., with a one-half (1/2) hour meal break (the 12:00 p.m. – 8:00 p.m. shift only applies to Reid, Herberg, Conte, and Morningside);

Third Shift: Sunday – Thursday, 11:00 p.m. – 7:00 a.m., with a one-half (1/2) hour meal break;

**B.** Pittsfield and Taconic High Schools may have a weekly shift which begins at 11:00 P.M. on Sunday.

**C.** Nothing herein shall be construed to preclude the EMPLOYER from employing the services of temporary staff from the period starting the Monday after the last day of students' attendance and ending with the end of custodians' summer work hours. Said temporary staff shall be limited to not more than two (2) at any time per high school, two (2) at any time per middle school, and one (1) at any time per elementary school. Temporary staff employed pursuant to this provision shall be paid at substitute custodians' rates of compensation, and shall under no circumstances work more than forty (40) hours per week.

## **SECTION 2. OVERTIME**

The EMPLOYER shall have the right to require its employees to work overtime as needed and the employees shall make every reasonable effort to comply.

## **SECTION 3. SUNDAY NOT REGULAR WORK WEEK**

Except as set forth in § 1.B, above, Sunday shall not be scheduled as part of an employee's regular work week.

## **SECTION 4. SUMMER SHIFT HOURS**

For the duration of this contract, summer day shift hours will be 7:00 a.m. to 3:00 p.m., with one-half (1/2) hour for lunch and 7:00 a.m. to 3:30 p.m. with one hour (1) for lunch, where shift overlap is necessary.

## **SECTION 5. SUMMER WORK HOURS**

Summer hours will commence on the day following the last day of mandatory attendance for students in the school year, as published in the calendar adopted by the School Committee. In addition, during the school vacation weeks, including the February, April and Christmas vacation weeks, custodians will work the summer hours schedule. Not more than two (2) weeks before the first day of mandatory student attendance for the school year, one (1) custodian in each building

may be assigned to work a shift of 12 noon to 8:00 p.m. at each high school, and 9:00 a.m. to 5:00 p.m. at each middle and elementary school. Summer shift hours shall end on the day that teachers are scheduled to return to work.

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

### **SECTION 1. PAID HOLIDAYS**

All employees shall receive their regular compensation for each of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Christmas Eve (or New Year's Eve)
July 4th	Christmas
Labor Day	

Depending on the day of the week on which Christmas and/or New Year's fall, the Director of Custodial Services reserves the right to make available the option to staff members to choose to take the day after the holiday off with pay instead of Christmas Eve and/or New Year's Eve.

### **SECTION 2. DAY AFTER THANKSGIVING ASSIGNMENT**

The Director of Custodial Services will determine whether one (1) custodian must be on duty at the Administrative Center and/or the two (2) high schools the Day after Thanksgiving. If the Director of Custodial Services determines that custodian(s) must work the day after Thanksgiving, said custodian(s) will receive a day off of her/his choice when school is not in session. If no volunteers from the building custodial staff for this service can be found, the custodian from the building with the least seniority in the Pittsfield Public Schools will be assigned the Day after Thanksgiving.

### **SECTION 3. HOLIDAYS FALLING ON WORK DAYS**

If one of the thirteen holidays listed falls on a day when schools are in session, there shall not be a holiday on that day. The SUPERINTENDENT or her/his designee will designate an alternative date or dates when custodians will not be required to report to work in lieu of the lost holiday as long as such alternative date is not a day when schools are in session.

#### **SECTION 4. QUALIFICATIONS FOR HOLIDAY PAY**

In order to qualify hereunder for compensation for any such holiday, the employee must have worked her/his last regularly scheduled workday prior to, and the next regularly scheduled workday following, such holiday unless the absence of such regularly scheduled workday is due to jury service, a verifiable bona fide illness, an emergency leave for an approved reason, or bereavement leave as provided for under this Agreement.

#### **SECTION 5. COMPENSATION FOR REQUIRED WORK ON A HOLIDAY**

Any employee who shall be required to perform work on any of said holidays as part of her/his regularly scheduled work week shall be paid a total compensation of two and one half times (2 ½) her/his regular rate of compensation.

### **ARTICLE IX** **WORKING OUTSIDE OF REGULAR WORK HOURS**

#### **SECTION 1. WORK OUTSIDE REGULAR HOURS**

**A.** Employees who are called in by the Superintendent of Schools or her/his designee to perform work or render services outside of their regular working hours shall, for each such occurrence, be paid a minimum sum equal to one and one-half (1 1/2) times their regular rate of compensation for three (3) hours of work however, this guaranteed three (3) hours minimum compensation shall not apply to:

1. Any work performed immediately before or after the regularly scheduled workday of any employee without interruption for meals.
2. If called out a subsequent time during the same evening within two (2) hours of the first call.

**B.** An additional custodian shall be called in for any activity in a school building taking place outside school hours if that activity is (1) school-sponsored or school-affiliated, charges an admission fee (e.g., athletic events, dances, plays), and may reasonably be expected to attract at least fifty (50) attendees, or (2) not sponsored by or affiliated with the Pittsfield Public Schools. No academic or other instructional program of the Pittsfield Public Schools shall be deemed to be an activity taking place outside school hours. This Section shall not apply to any activity in a school building taking place outside school hours, if that activity is sponsored by a non-profit or not-for-profit organization providing direct services to the residents of Pittsfield. For the purposes of this article a non-profit or not-for-profit organization

shall be an organization that has provided the Assistant Superintendent of Business and Finance with a copy of their 501 (C) (3) Certificate as proof of non-profit status. Notwithstanding the language above the parties agree that the District may continue the current practice with regards to unorganized not-for profit groups such as the Knitting Club.

**C.** For each such occurrence where an additional custodian is called in for the reasons set forth in paragraph B , above, a custodian shall be paid a minimum sum equal to one and one-half (1½) her/his regular rate of compensation for three hours work.

**D.** One or more custodians, as actual need is determined by the Director of Custodial Services shall be called in for high school graduation.

**E.** In the event that a summer instructional program of the Pittsfield Public Schools is held at a school, one (1) hour of overtime per day will be provided in the building where the summer school is operating. Said overtime shall be offered as set forth in Article XI §2, below, and shall be offered on each day when the summer school is operating. In the event that food is served as part of a summer instructional program of the Pittsfield Public Schools, or in the event that the enrollment of a summer instructional program exceeds 75 students at a particular school site, a second hour of overtime per day will be provided in the building where the program is operating. Said overtime shall be offered as set forth in Article IX §2, below, and shall be offered on each day when either of the conditions set forth in the preceding sentence applies.

**F.** In the event that the enrollment of a summer instructional program of the Pittsfield Public Schools exceeds 200 students at a particular site, the parties hereto agree that they will reopen negotiations solely for the purpose of considering whether this situation warrants provision of daily overtime in excess of what is provided in paragraph E, above.

## **SECTION 2. OVERTIME WORK**

**A.** In the event overtime becomes available in any building, those custodians regularly assigned to that building shall be offered the overtime first in the order of seniority and on a rotating basis.

**B.** No custodian shall be offered overtime a second time until all custodians in the same building have been given the opportunity to work the overtime on a seniority basis.

**C.** A list of custodians, in order of seniority, interested in working overtime hours, shall be developed annually by the Director of Custodial Services by means of a written solicitation of all unit members, including the mail courier,, said solicitation to be sent out not later than September 1 of each school year and to be returned to the Director not later than ten (10) working days after it is distributed. The list so developed shall be used to determine who will work overtime. Overtime shall

be offered on a rotating basis with the most senior custodian being offered it first and then not again until the list has been exhausted. The mail courier shall be included in the overtime list if requested, and will be offered overtime on a rotating basis if none of the custodians regularly assigned to that building have accepted the overtime work.

**D.** If a custodian is overlooked and not offered overtime he or she will be given the next available rotation on the seniority list.

**E.** A substitute custodian will not work more than forty (40) hours in a week, except that if, after a complete search is made by the Director of Custodial Services, no regular custodian who has indicated her/his interest in overtime work by entering her/his name on the list described above is determined to be available for such work, then a substitute custodian may work more than forty (40) hours in a week. A “complete search” shall mean the Director of Custodial Services attempted to contact all custodians on the aforementioned list in order prescribed above, and having either the offer of overtime work declined or determined the custodian(s) to be unavailable (i.e., unanswered or unreturned phone call). But a complete search shall not be required in an emergency, as that term is defined in subsection F, below.

**F.** For purposes of this section, “emergency” shall mean a situation in which the Director of Custodial Services received not more than twenty-four (24) hours’ notice of a need for overtime. In an emergency, the Director of Custodial Services shall be obliged to contact not more than the first five (5) names on the aforementioned overtime list; if the Director of Custodial Services is unsuccessful in each instance of contacting these individuals, then the Director may secure the services of a substitute custodian for overtime. The FEDERATION shall have the right to request of the Director of Custodial Services, and to receive from him/her in a timely way, specific information about the existence of applicable circumstances whenever a substitute custodian works more than forty (40) hours in any week.

### **SECTION 3. WORK ON SUNDAY**

Employees who are required to work on a Sunday will be compensated at a double time rate.

### **SECTION 4. EMERGENCY ALARM CALLS**

In the event of an emergency alarm call, the Director of Custodial Services may respond to the call. In the alternative, the Director of Custodial Services may determine to assign the call to the Senior Building Custodian assigned to the building. If the Senior Building Custodian assigned to the building is unable to respond, or cannot be reached, then the other building custodians assigned to the building will be called, in order of seniority, to respond.

**ARTICLE X**  
**SAFETY PRECAUTIONS**

**SECTION 1. SAFETY PRECAUTIONS**

Every employee must be safety conscious and make every effort to follow safety precautions in connection with her/his work and to eliminate safety hazards for students and staff personnel in the area of her/his responsibility.

**SECTION 2. DAMAGED CLOTHING REIMBURSEMENT**

Custodians will be reimbursed for damage to clothing caused by accidents on the job. The damaged item and a receipt for the cost of the replacement shall accompany the claim for reimbursement. The total amount available unit-wide will not exceed \$500.00 per year.

**ARTICLE XI**  
**PHYSICAL EXAMINATIONS**

All employees covered by this Agreement shall be subject to a physical examination prior to employment and to chest X-rays every three (3) years as required by State Law.

**ARTICLE XII**  
**VACATIONS**

**SECTION 1. PAID VACATION ENTITLEMENT**

A. All employees shall be entitled to the following paid vacation weeks provided they have been in the active employ of the Pittsfield Public Schools for the entire calendar year. Where an employee has been in the active employ of the Pittsfield Public Schools for less than the full year, her/his vacation benefits will be prorated monthly and rounded to the nearest whole day. However, total periods "outside the active employ" of the Department of less than ninety (90) days in any calendar year will not be prorated against the employee. For purposes of this provision "outside the active employ" shall be defined as those employees out of work on Workers Compensation or an unpaid leave of absence.

**B.** All employees shall be entitled to paid vacation weeks as follows:

CONTINUOUS SERVICE:	VACATION:
After Thirty (30) Weeks of continuous service	One (1) Week
After One (1) Year of continuous service	Two (2) Weeks
After Five (5) Years of continuous service	Three (3) Weeks
After Ten (10) Years of continuous service	Four (4) Weeks
After Twelve (12) Years of continuous service	Four (4) Weeks and One (1) Day
After Fourteen (14) Years of continuous service	Four (4) Weeks and Two (2) Days
After Sixteen (16) Years of continuous service	Four (4) Weeks and Three (3) Days
After Eighteen (18) Years of continuous service	Four (4) Weeks and Four (4) Days
After Twenty (20) Years of continuous service	Five (5) Weeks
After Twenty-Two (22) Years of continuous service	Five (5) Weeks and One (1) Day
After Twenty-Four (24) Years of continuous service	Five Weeks and Two (2) Days
After Twenty-Six (26) Years of continuous service	Five Weeks and Three (3) Days
After Twenty-Eight (28) Years of continuous service	Five Weeks and Four (4) Days
After thirty (30) Years of continuous service	Six (6) Weeks

## **SECTION 2. DETERMINATION OF VACATION ELIGIBILITY**

A permanent employee shall become eligible for additional vacation time on the anniversary date of her/his permanent employment, provided, that he has completed the required number of years of service to qualify for such additional vacation time.

## **SECTION 3. VACATION RESTRICTIONS**

Vacation periods shall not extend beyond the calendar year and are not cumulative. The following exception shall apply: an employee with more than ten (10) years of continuous service may elect to hold over one (1) week of vacation time for the period of one (1) year. This option may be used only once during the life of this Agreement.

## **SECTION 4. VACATION LEAVE**

**A.** When an employee is entitled to two (2) weeks or less of vacation in any year, such vacation shall be allowed during the summer months. When an employee is entitled to three (3) or more weeks of vacation in any year, two (2) weeks of same shall be allowed during the summer months and the additional weeks shall be scheduled by the Superintendent of Schools or her/his designee during the remainder of the calendar year, except that up to five percent (5%) of the work force may take three (3) or more consecutive weeks vacation in each calendar year. No employee may take three or more consecutive weeks vacation per calendar year for more than two years in a row.

**B.** Each year two employees will be allowed to take one of their additional vacation weeks during the Christmas holiday period. Two other eligible employees will be allowed to take one vacation week during the February vacation period and two different employees one vacation week during the April vacation period.

C. All employees may use their vacation time in single day increments with the advance approval of the Director of Custodial Services. The granting or denial of such days is within the discretion of the Director but such discretion shall not be exercised in an arbitrary or capricious manner. An employee who wishes to use a single vacation shall provide not fewer than two (2) working days' written notice to the Director of Custodial Services for use of such a day. If the day that notice is received is a working day and said notice is received by the Director not later than 12 noon on that day, then the day when the Director receives the notice shall count as the first working day's notice.

**SECTION 5. VACATION LEAVE BUY-BACK**

Custodians with three (3) or more weeks of vacation may elect to buy back one week of vacation per year. Effective July 1, 2012, custodians with three (3) or more weeks of vacation may elect to buy back up to ten (10) days of vacation per year.

**SECTION 6. NO VACATION LEAVE IMMEDIATELY BEFORE START OF SCHOOL YEAR**

Vacation leave shall not be available to any custodian or other unit member on the five (5) working days that immediately precede the start of the instructional year.

**SECTION 7. VACATION SCHEDULING BY SENIORITY**

Opportunities for taking these vacation weeks will be established on a seniority and rotating basis.

**SECTION 8. RECEIPT OF PAY PRIOR TO VACATION LEAVE**

Employees will be allowed to receive their vacation pay on the last regular pay day prior to their vacation if the request is made at least thirty (30) days in advance.

**SECTION 9. CHANGE IN ANNUAL DATES FOR VACATION CALCULATION**

Effective July 1, 2003, employees' vacation leave entitlements shall be calculated on an annual basis that consists of the twelve month period July 1 through June 30.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

**SECTION 1. SICK LEAVE**

A. All employees shall continue to receive their regular compensation for absences from duty arising out of disability due to illness or personal injuries not covered by Workers' Compensation as follows.



**B.** One and one-quarter (1 1/4) days for each month of employment up to September 1st of each school year running from September 1 to August 31. As of September 1 of each year, all employees will be credited with fifteen (15) days of sick leave for the ensuing school year. Unused sick leave may accumulate to a maximum of two hundred and sixty (260) days. These accumulated days are in addition to any sick leave due the employee for the current year. Holidays and other days not included in the employee's scheduled work week shall not be included in the computation of the number of days allowed hereunder. In cases of undue hardship, the EMPLOYER, at its discretion, may allow an employee additional sick leave. Proof of illness may be required as a prerequisite for payment for illness or injury. An accurate accounting of sick leave will be given to each custodian not later than September 15 each year. Use of three (3) days sick leave, of the fifteen (15) allocated, will be granted for care of family members.

**C.** 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.

## **SECTION 2. SICK LEAVE BANK**

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

**B. ELIGIBILITY:** Eligibility for membership in the Sick Leave Bank is gained by agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form (an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient). Application for membership is through the Director of Human Resources. Application for membership to the Sick Leave Bank must be made during the month of September. A new hire may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date. New Sick Leave Bank members may not have entitlement to Sick Leave Bank benefits until one (1) year after his/her initial donation to the bank (note: for purposes of this provision, employees who contributed to the sick leave bank that was effective prior to July 1, 2011 shall not be considered new sick leave bank members and are not subject to the one (1) year wait period).

Members of the Sick Leave Bank will contribute one (1) day upon application for membership.

**C. SICK LEAVE BANK COMMITTEE:** The Sick Leave Bank Committee shall consist of two (2) members appointed by the Chairperson of the School Committee, and two (2) members appointed by the bargaining unit chairperson. The Sick Leave Bank Committee shall govern all phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.

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

- i. Written medical evidence (e.g., a note from the employee's medical provider) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.
- ii. The employee's prior utilization of his/her sick leave time.
- iii. The employee's prior requests for and/or use of Sick Leave Bank time.

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

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

**G. APPLICATION FOR SICK LEAVE BANK BENEFIT:** Participants must exhaust all accrued sick leave, personal leave, and/or vacation time before drawing from the Sick Leave Bank. Application to the Sick Leave Bank Committee must be made in writing at least two (2) weeks prior to the expiration of accrued sick leave to expedite benefits (an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient). All applications must include certification from the employee's medical provider.

**H. MAXIMUM SICK LEAVE BANK ACCUMULATION:** The maximum accumulation of days in the Sick Leave Bank shall not exceed one hundred and twenty (120) days.

**I. REPLENISHMENT OF BANK:** The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to 1/2 of the total allowable accumulation (i.e., sixty (60) 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. 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.

**J. CARRY-OVER:** Any unused sick leave remaining in the Sick Leave Bank at the end of any school year shall be automatically carried over to the next school year.

### **SECTION 3. PAYMENTS IN EXCESS OF WORKERS' COMPENSATION**

Employees who are covered by Workers' Compensation shall continue to receive during the period of their absence from duty because of: disability resulting from personal injuries arising out of and in the course of their employment; or arising out of ordinary risks of the street while actually engaged, with the authorization of the City in the business affairs or undertakings of the City; or during the period of their absence from duty because of disability resulting from sickness or illness arising out of and in the course of their employment; the difference between their regular compensation and the amount being received by them under the Workers' Compensation Act. Amounts received hereunder shall be subject to the provisions of the foregoing section governing sick leave benefits. No employee of the City shall receive benefits hereunder in excess of the unused

portion of any sick leave to which he may be entitled under the foregoing paragraph. Payments hereunder shall be charged against the unused portion of sick leave benefits as follows:

<u>Per diem amount received hereunder</u>	X Number of days for which
Per diem regular compensation	compensation benefits have been received

#### **SECTION 4. BEREAVEMENT**

**A.** In the event of a death of a member of the immediate family, an employee will be entitled to leave for five (5) work days without loss of pay. Immediate family includes parents, spouse, life partner/companion, children, stepchildren, mother-in-law, father-in-law, siblings and a person for whom the employee has had the responsibility for making funeral arrangements.

**B.** An employee shall be entitled to leave for four (4) work days without loss of pay for the death of a grandparent, grandchild, brother-in-law, sister-in-law or someone living in the immediate household.

**C.** 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.

**D.** 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.

**E.** 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.

#### **SECTION 5. PERSONAL LEAVE**

Absence without loss of pay not to exceed three (3) days in any 12-month period between July 1 and June 30, shall be granted to an employee by the Superintendent of Schools or her/his designee for personal reasons upon written prior request; except that in an emergency where prior request cannot be made, said written request may be made after the fact, provided that a satisfactory explanation of why the request is being submitted late is provided. No reason for use of personal leave shall be required.

#### **SECTION 6. FEDERATION CONVENTIONS**

Time necessary for FEDERATION representatives to attend FEDERATION Conventions and Conferences shall be granted, provided that the total amount of time taken by all such representatives will not exceed ten (10) days per school year.

#### **SECTION 7. VETERANS' CONVENTIONS**

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

#### **SECTION 8. EXTRA SCHOOLING AND EXTENDED LEAVES**

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

#### **SECTION 9. MILITARY LEAVE**

The EMPLOYER shall comply with the laws of the Commonwealth of Massachusetts and the United States as they relate to any employee who is a member of the Armed Forces of the United States.

#### **SECTION 10. MATERNITY LEAVE**

A. A female custodian who has been employed by the EMPLOYER for at least three (3) consecutive months as a full-time custodian, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, or for adopting a child under the age of eighteen (18), or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, said period to be hereafter called maternity leave, and who shall give at least two (2) weeks' written notice to the Superintendent of Schools or her/his designee 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 custodian's sick leave does not cover the balance.

**B.** The EMPLOYER shall not be required to restore a custodian on maternity leave to her previous or a similar position if other custodians 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 custodian on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

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

#### **SECTION 11. PARENTING LEAVE**

**A.** A custodian who wishes to obtain an unpaid Leave of Absence to care for a newborn child or newly adopted infant shall submit a written notice to the Superintendent of Schools or her/his designee at least forty-five (45) days in advance of the anticipated date of birth or adoption.

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

**C.** If a custodian fails to return to work by the second September, following the start of the Parenting Leave, her/his employment will be terminated.

#### **SECTION 12. FAMILY MEDICAL LEAVE ACT (FMLA)**

**A.** 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.

**B.** 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.

**C.** 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).

**D.** 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).

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

**F.** 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.

### **SECTION 13. 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.

**SECTION 14.** 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 XIV** **JURY DUTY**

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

**A.** The custodian shall provide her/his supervisor with a copy of the summons to serve on a jury as soon as possible after its receipt.

- B.** The custodian shall notify her/his supervisor as soon as possible if she/he is not required to report for jury duty on any given day and he will report for work that day.
- C.** The custodian shall notify her/his supervisor as soon as possible if she/he is released early from jury duty on any day and, if so directed, shall promptly report to work for the balance of the workday.
- D.** Custodians must turn in documentation of the days served on jury duty along with their jury duty pay to the Payroll Office.

**ARTICLE XV**  
**PAYROLL DEDUCTION OF DUES/AGENCY SERVICE FEE**

- A.** The EMPLOYER agrees to deduct the prescribed dues on the last workday of each week from the wages of employees who have signed individual voluntary deduction authorization forms provided by the Pittsfield Custodians' FEDERATION, and remit the aggregate sum to the FEDERATION together with an itemized statement showing the source of the deductions.
- B.** The authorization shall be effective for the term of this Agreement and from year to year thereafter unless revoked by any employee upon written notice to the City Treasurer. Cancellation of authorization shall be effective at the week following its receipt.
- C.** When earnings for any period are insufficient to cover dues, payment shall be made by the employee directly to the FEDERATION.
- D.** The FEDERATION agrees to and does hereby indemnify, defend and hold harmless the EMPLOYER, the City of Pittsfield, and their members, agents and representatives from and against any and all claims, demands, liabilities, suits or any other form of action brought by members of the collective bargaining unit arising from or relating to any action taken by them in good faith in making or transmitting such deductions in accordance with the FEDERATION'S written instructions, provided that the EMPLOYER has given the FEDERATION timely notice of any such claims, demands, liabilities or suits, and that the FEDERATION has had an opportunity to intervene in and defend any such actions.
- E.** As a condition of employment, any individual who is a member of the bargaining unit and who is not a member of the Pittsfield Federation of School Employees, Local 1315, AFT MA, AFL-CIO, shall be required to pay an Agency Service Fee to the Pittsfield Federation of School Employees, Custodial Unit. The agency service fee shall be calculated in accordance with the provisions of M.G.L. c. 150E § 12 and applicable state and federal law. The fee shall be tendered as a payment



for the cost of collective bargaining and contract administration.

## **ARTICLE XVI** **CAR ALLOWANCE**

When an employee is required to use her/his personal automobile to travel between school buildings as part of her/his work schedule, she/he shall be compensated therefor at the rate in effect in March of each year as established by the Internal Revenue Service. Such rate shall be used for mileage reimbursement during the ensuing contract year. Such compensation shall be paid at the end of each calendar month. Employees will submit information on such forms as are provided by the EMPLOYER.

## **ARTICLE XVII** **TEMPORARY VACANCIES OR ABSENCES**

### **SECTION 1. CUSTODIAL COVERAGE DURING ABSENCE**

When an absence occurs in a building and a replacement is not available to cover the absence, the custodians on duty in the building shall individually or collectively perform the work of the absent employee. If necessary in the opinion of the Superintendent of Schools or her/his designee, such work shall be on an overtime schedule. The distribution of the overtime work shall be equitable and on a rotating basis.

### **SECTION 2. FILLING TEMPORARY VACANCIES**

The Superintendent of Schools or her/his designee shall be responsible for the filling of temporary vacancies due to promotion, discharge, resignation or retirement.

### **SECTION 3. RESTRICTION ON DUTIES OF DIRECTOR OF CUSTODIAL SERVICES**

The Director of Custodians or her/his designee shall not perform any duties of bargaining unit members except in cases of emergency and with the parties' agreement that such performance will not result in loss of work for bargaining unit members.

## **ARTICLE XVIII** **SNOW REMOVAL**

### **SECTION 1. SCHOOL DAYS**

**A.** When there is a snowstorm, the Superintendent of Schools or her/his designee, in her/his judgment, shall notify the custodian in charge of each building to call in for snow removal one (1) or more employees not on duty, and the employees so called must report for snow removal. These employees shall be paid overtime for the number of hours involved as defined in Article IX.

**B.** When school has been canceled for students because of snow the second shift custodians will report to work within two (2) hours of notification by the senior custodian in each building. Second and third shift custodians will report at their regular shift hours, unless informed otherwise by the building senior custodian or the Director of Custodial Services.

### **SECTION 2. WEEKENDS AND HOLIDAYS**

Overtime for Sunday and/or Holiday snow removal will be paid at double (2x) the rate of pay and holiday pay if the work occurs on a holiday.

## **ARTICLE XIX** **IN-SERVICE TRAINING**

### **SECTION 1. SCHEDULING OF AND ATTENDANCE AT IN-SERVICE TRAINING**

In-service training meetings, classes and workshops shall be held for all interested groups at varied times. Participating in the in-service training activities, while on a voluntary basis, is recommended to all employees not only as a means of preparation for advancement but in order to attain professional attitude, relationships, and esprit de corps through growth in service. Attendance at and participation in in-service meetings, classes and attendance at workshops called during the regular work shifts of custodians shall be mandatory. In-service sessions scheduled outside the regular work shift will be considered voluntary.

### **SECTION 2. DISCUSSION OF IMPROVEMENT OF CUSTODIAL SERVICES**

The Superintendent of Schools or her/his designee shall meet with a committee of the FEDERATION during the mid-term vacation (usually during February) to discuss ways and means of bettering custodian services.

**ARTICLE XX**  
**EQUIPMENT COMMITTEE**

The FEDERATION shall elect a committee of three (3) who shall recommend to the Superintendent of Schools or her/his designee the selection of machinery and equipment needed by the employees for the performance of their duties in the various buildings of the EMPLOYER, both in the planning stage and when replacements are necessary. They shall meet with the Superintendent or her/his designee at such time or times as are necessary for the accomplishment of the foregoing. Their recommendations shall not be binding upon the Superintendent or her/his designee.

**ARTICLE XXI**  
**GROUP INSURANCE**

A. 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 F.

B. Health insurance premium deductions shall be equalized throughout the year based upon twenty-six (26) payroll periods. Health insurance premium increases effective July 1st will be deducted from an employee's paycheck during the month of June.

**ARTICLE XXII**  
**GRIEVANCE PROCEDURE**

**SECTION 1. DEFINITIONS**

A. A "grievance" is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement or any amendment or supplement thereto.

B. A "grievant" on any issue covered by the terms of this Agreement is any custodian, group of custodians having a common grievance, or the FEDERATION.

C. 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.

## **SECTION 2. PROCEDURES**

### **A. 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 her/his decision in writing.

### **B. 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 her/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 or her/his designee shall meet with the aggrieved directly, together with or through a FEDERATION representative within ten (10) calendar days after receipt of the appeal.
3. If the Superintendent or her/his designee and the grievant satisfactorily resolve the grievance, the Superintendent shall submit her/his decision in writing within ten (10) calendar days.

### **C. 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.
4. If the EMPLOYER 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 EMPLOYER may submit the dispute to arbitration under the provisions of Level Four of this Article.

### **SECTION 3. GENERAL PROVISIONS**

**A. REPRESENTATION:** Any "party of interest" may be represented at any level of this procedure by a person of her/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.

**B. 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.

**C.** 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 EMPLOYER 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.

**D.** Any time limits specified in the Article may be extended only by mutual agreement of both parties reduced to writing.

**E. 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 custodian or custodians who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance.

**F.** 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 her/his personnel file.

**G.** At Arbitration, the grievant and the EMPLOYER shall have the following rights:

1. To be present at the hearing;
2. To hear testimony;
3. To give testimony;
4. To call others to give testimony;

5. To question, whether personally or through a FEDERATION or EMPLOYER representative, any person giving testimony.

H. 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 custodians' responsibilities.

I. 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.

J. Time Limits: Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.

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

L. 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 her/his level, she/he shall so notify the grievant.

M. The original filing shall be valid for timeliness as provided in the various levels of the grievance process.

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

O. At a School Committee grievance hearing, the FEDERATION and/or the custodian 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 XXIII** **ARBITRATION**

### **SECTION 1. NOTICE AND FILING REQUIREMENTS FOR ARBITRATION**

If a grievance involving only the application or interpretation of a specific provision of this Agreement is not settled at Step Three and the FEDERATION decides to appeal, it must, within thirty (30) calendar days of the School Committee's decision at Step Three or the expiration of the time for the answer, so notify the EMPLOYER by serving a written demand to proceed to arbitration upon them and the American Arbitration Association. The date postmarked on the envelope containing the demand shall be deemed the date of filing.

**SECTION 2. ELECTION OF ARBITRATION OR CIVIL SERVICE PROCEDURES**

For issues covered by both the contract and Massachusetts General Laws, Chapter 31, (Civil Service), the employee and the FEDERATION must together elect one single means of dispute resolution: either those afforded under Massachusetts General Laws, Chapter 31 or the grievance/arbitration procedures. Filing a grievance or asserting any Massachusetts General Laws, Chapter 31 hearing rights shall constitute an election of forum and shall foreclose completely the alternative means of dispute resolution.

**SECTION 3. RESTRICTION OF ARBITRATOR'S AUTHORITY**

The arbitrator may not add, subtract, or alter any provisions of this Agreement, nor may she/he establish any new conditions of employment.

**SECTION 4. FINALITY OF THE ARBITRATOR'S DECISION**

The decision of the arbitrator shall be final and binding on both parties hereto.

**SECTION 5. COST OF ARBITRATION**

The cost of the arbitrator shall be borne equally by both parties.

**SECTION 6. LIMITATION OF RIGHT TO FILE FOR ARBITRATION**

Only the FEDERATION or the EMPLOYER may file for arbitration, not an individual custodian.

**ARTICLE XXIV**  
**PAY SCHEDULE**

**SECTION 1. SALARY SCHEDULE**

The new salary schedule is hereby attached and marked "Appendix A." Any employee hired on or after July 1, 2014 shall be required to receive their compensation by direct deposit. The pay day shall be changed from Wednesday to Friday effective upon the City of Pittsfield's implementation of the same.

**SECTION 2. SHIFT DIFFERENTIALS**

The regular rate of compensation of all employees whose regularly scheduled workday begins on or after 12 o'clock noon shall be the scheduled rate of compensation provided for plus an additional 10% thereof. The regular rate of compensation of all employees whose regularly scheduled workday begins on or after 11:00 P.M. shall be the scheduled rate of compensation provided for plus an additional 15% thereof.

### **SECTION 3. LONGEVITY**

**A. EFFECTIVE JULY 1, 2015:** In addition to the basic compensation provided for above, all employees shall be entitled to additional compensation at the rate of \$300.00 per annum upon the completion of five (5) years of service as set forth below; an additional \$300.00 upon the completion of ten (10) years of service; an additional \$300.00 upon the completion of fifteen (15) years of service; an additional \$300.00 upon the completion of twenty (20) years of service; an additional \$300.00 upon the completion of twenty-five (25) years of service; and an additional \$300.00 upon the completion of thirty (30) years of service.

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

1. An employee who leaves the service of the City directly to enter the Armed Forces of the United States, and who thereafter returns to the service of the City within two (2) years of the termination of such service with the Armed Forces, shall be entitled to have the period of such service with the Armed Forces added to the term of her/his employment with the City in determining whether or not he is entitled to additional compensation and the amount thereof under this Article.

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

### **SECTION 4. TEMPORARY ASSIGNMENT TO HIGHER PAYING POSITION**

Any custodian who performs a job for five (5) consecutive work days, which pays a higher rate of compensation than she/he ordinarily receives, will receive the higher rate of compensation for that job for that period.

### **SECTION 5. JUNIOR BUILDING CUSTODIAN'S TEMPORARY REPLACEMENT OF SENIOR BUILDING CUSTODIAN**

Junior Building Custodians who replace Senior Building Custodians who are absent for one (1) or more full working days will receive the applicable base rate of compensation for the Senior Building Custodian position in said building (i.e., the 10 year longevity step is not applicable), plus the building check rate for whatever building checks she/he is required to make during said period. A Junior Building Custodian shall be deemed to have replaced a Senior Building Custodian when



the Director of Custodial Services or a person acting on her/his behalf informs said Junior Building Custodian that she/he is the Senior's replacement.

**SECTION 6. NO LOSS OF PAY FOR CUSTODIAN'S INVOLUNTARY REASSIGNMENT**

Any custodian who is involuntarily assigned to another position or building for a continuous period of two (2) weeks or less, shall not suffer a loss of pay as a result of that assignment.

**SECTION 7. ONE-DAY REPLACEMENT OF SENIOR BUILDING CUSTODIAN**

If a senior custodian or permanent custodian is not available a substitute custodian may be used to replace the senior custodian for one day. If the permanent custodian assigned to the school does not want to perform the Senior Custodian duties, a school custodian will be called in to perform the duties. An eligible call-in list will be made. Custodians called in will receive the applicable base rate of compensation for the Senior Building Custodian position in said building (i.e., the 10 year longevity step is not applicable), plus the building check rate for whatever building checks she/he is required to make during said period. Eligible lists will be posted in all school buildings.

**SECTION 8. USE OF CUSTODIANS WITH CDLS AS SUBSTITUTES**

**A.** When a unit member whose position entails that she/he operate equipment that requires the operator to hold a valid commercial driver's license (CDL) is absent from work, another member of the unit who holds a valid CDL shall, in the manner provided below, be offered the substitute position if it is determined administratively that a substitute is required. A unit member who wishes to be available for such substitute work shall provide the Superintendent or her/his designee with a copy of that member's currently valid CDL, and shall provide a new copy of her/his valid CDL whenever the CDL is renewed. A unit member on the substitute list for being called to work in a CDL position whose CDL is suspended or revoked shall immediately inform the Superintendent or her/his designee thereof, and said member shall not be available for substitute work under this section for the duration of her/his CDL's suspension or revocation.

**B.** Unit members wishing to be available for substitute work under this section shall be offered substitute work on a rotating basis, starting with the most senior unit member on the list as "seniority" is defined in Article XXVI § 1.A, below. In the event that a regular custodian is unavailable or declines the opportunity to substitute under this section, a substitute who is not a member of the bargaining unit may be used.

**C.** A unit member who substitutes under this section shall be paid for said substitute service at the rate of the position in which the unit member is substituting.

**SECTION 9. INCENTIVE FOR NOT USING PAID SICK LEAVE**

**A.** An employee who is not absent from work on paid medical leave for any reason, including personal illness, family illness, an injury suffered in the workplace or elsewhere, whether covered by workers' compensation or not, or any other reason, on any day during the period from July 1 through October 31 of a contract year shall receive during the month of November additional compensation equal to one (1) day's pay. An employee who is not absent from work on paid medical leave for any reason, including those set forth in the first sentence of this subsection, during the period from November 1 through the last day of February of a contract year shall receive during the month of March additional compensation equal to one (1) day's pay. An employee who is not absent from work on paid medical leave for any reason, including those set forth in the first sentence of this subsection, during the period from March 1 through June 30 of a contract year shall receive during the month of July additional compensation equal to one (1) day's pay.

**B.** An employee who, during a contract year (viz., July 1 through June 30), is not absent from work on paid medical leave for any reason, including those set forth in § 9.A, above, for more than three (3) days, shall receive, in the following contract year only, additional payment equal to one per cent (1%) of the custodian's salary in said subsequent year.

**SECTION 10. INCENTIVE FOR NOT USING PAID PERSONAL LEAVE**

An employee who uses no paid personal leave day during a contract year (viz., July 1 through June 30), shall receive, in July of the following contract year, a payment of One Hundred and Fifty Dollars (\$150.00). An employee who uses only one paid personal leave day during a contract year shall receive, in July of the following contract year, a payment of Seventy-Five Dollars (\$75.00).

**SECTION 11. STIPENDS FOR CERTIFICATION IN CPR/FIRST AID AND DEFIBRILLATOR USE**

**A.** In 2002-03, and in each subsequent year of this Agreement, the COMMITTEE shall pay to each employee who duly earns a certificate in cardiopulmonary resuscitation and first aid (CPR/First Aid), or who presents to the Superintendent of Schools or her/his designee suitable evidence of already holding such certification, and who is willing and able to use such training in a warranted situation while working as a Pittsfield Public Schools employee, the sum of One hundred and Twenty-Five Dollars (\$125.00). This sum shall be paid to the custodian upon her/his receipt of or presentation of the certificate, and thereafter annually for the duration of this Agreement upon the employee's securing CPR/First Aid recertification.

**B.** In 2003-04, and in the subsequent years of this Agreement, the COMMITTEE shall pay to each employee who duly earns a certificate in the proper use of a defibrillator, or who presents to the

Superintendent of Schools or her/his designee suitable evidence of already holding such certification, and who is willing and able to use such training in a warranted situation while working as a Pittsfield Public Schools employee, the sum of One hundred and Twenty-Five Dollars (\$125.00). This sum shall be paid to the custodian upon her/his receipt of or presentation of the certificate, and thereafter annually for the duration of this Agreement upon the employee's securing defibrillator recertification.

C. The COMMITTEE shall from time to time provide training in CPR/First Aid, and, starting in 2003-04, in defibrillator use, for employees at no cost to those participating. Whether said training is held during scheduled work hours, or at other times, shall be solely at the COMMITTEE's discretion. An employee's attendance at such training shall be voluntary and shall be unpaid if held outside her/his scheduled work hours.

## **ARTICLE XXV** **SEVERANCE PAY**

Any permanent employee or designated beneficiary, who upon retirement or death, with a minimum of ten (10) years of service at age fifty-five (55) or over; or twenty (20) years of service and early retirement; or ordinary disability retirement as a veteran with ten (10) years of service or non-veteran with fifteen (15) years of service; or accidental disability retirement shall be compensated for each day of accumulated sick leave due the employee at fifty percent (50%) of accumulated sick leave.

## **ARTICLE XXVI** **LAYOFF AND RECALL**

### **SECTION 1. LAYOFFS**

A. In the event of cutbacks of non-substitute custodial personnel in the school system, employees having the same title in the bargaining unit shall be laid off according to their seniority in the bargaining unit and shall be reinstated in the same or similar position according to seniority so that employees senior in continuous length of service shall be retained the longest and reinstated first. Seniority for permanent employees shall be defined as the length of their continuous service from their date of permanent appointment. Seniority for provisional employees shall be defined as the length of their continuous service from their provisional appointment date.

**B.** Where seniority as defined in Section 1(a) of this Article is identical for two (2) or more affected employees, then the following criteria will be used as a tie breaker for layoff and recalls:

1. Provisional appointment dates (i.e. the most senior employee is the last laid off and first recalled within the group of tied employees);
2. If still tied look to date each actually began working in the bargaining unit. (Within the group tied, those who began first are laid off last and recalled first;
3. If still tied look to the employee with the highest test score (those with highest scores are laid off last and recalled first within the group).

**C.** An employee to be laid off must be given notice of the impending layoff seven (7) calendar days in advance.

**D.** An employee who had received written notice of layoff may within seven (7) calendar days of receipt of such notice file with the Superintendent of Schools or her/his designee a written request to bump into a lower title if in such lower title there is a less senior employee to him.

**E.** Notwithstanding the foregoing, within a classification:

1. All part-time employees shall be laid off before full-time employees.
2. All provisional employees shall be laid off before permanent employees.

## **SECTION 2. RECALL**

**A.** A recall list shall be established by the EMPLOYER. Such list shall consist of the names of the affected employees and date of layoff. These employees shall be reinstated before any new employees are hired for positions from which employees have been laid off. Such rehiring shall also be based on seniority, i.e., the employee who was laid off last shall be the first reinstated. The FEDERATION shall be provided with the recall list which shall be kept current. Any dispute the FEDERATION has with the order, accuracy or completeness of the list must be made in writing within seven (7) calendar days of receipt of the list.

**B.** An employee will remain on the recall list for five (5) years, or a period of time equal to her/his length of employment, whichever is less, unless said employee refuses an offer of reemployment. Failure to respond within ten (10) days to a certified letter offering reemployment mailed to the most recent address provided the EMPLOYER shall also constitute a refusal. After the refusal the employee's name shall be removed from the recall list and her/his reemployment rights terminated.

**C.** Any employee who is laid off for a period of time up to five (5) years or the period of time equal to her/his length of employment, whichever is less, will, upon recall, be entitled to all the benefits to

which he was entitled prior to layoff, including unused sick leave and seniority. However, no benefits other than seniority for layoff and recall purposes will accrue while on layoff.

**SECTION 3. SEVERABILITY**

To the extent any provision of this Article is inconsistent with the provisions of Massachusetts General Laws, Chapter 31, the statute shall prevail.

**ARTICLE XXVII**  
**JUST CAUSE**

No employee shall be disciplined except for Just Cause.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be contrary to any applicable law by a final decree of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**ARTICLE XXIX**  
**COURSE REIMBURSEMENT**

**SECTION 1. COURSE AND TRAINING REIMBURSEMENT FUND**

The EMPLOYER agrees to set aside One Thousand Dollars (\$1,000) each contract year, commencing with the 2000-2001 contract year, to cover all or some of the cost of work-related courses or training taken by custodians at their own initiative.

**SECTION 2. APPROVAL PROCESS FOR REIMBURSEMENT REQUESTS**

The EMPLOYER shall provide a form to be used by any custodian seeking to take work-related coursework or training programs. Said form must be submitted not later than fifteen (15) working days before the start of the course or training to the Director of Custodial Services, who shall make a recommendation to the Superintendent of Schools or her/his designee for final approval. The form shall be used by the custodian to identify the course or training program and its sponsor or provider, to state the cost of the course or training, to indicate the time(s), date(s), and length of the course or training, and to give such other information as the Director of Custodial Services or

the Superintendent or her/his designee shall deem appropriate prior to considering approval of the request. Attachment of an informational brochure, catalogue, or other comparable information may also be required in order to consider approval of the request.

**SECTION 3. REIMBURSEMENT SCHEDULE AND COMPUTATION**

Reimbursement for prior-approved coursework or training shall be made at the end of the contract year based on satisfactory evidence of successful completion of the course or training for which reimbursement is sought. Reimbursement shall be made in an amount proportional to the costs incurred by custodian seeking reimbursement for coursework or training taken and successfully completed during the contract year.

**ARTICLE XXX  
DURATION OF CONTRACT**

THIS AGREEMENT and all its terms and conditions shall be effective on July 1, 2018, and shall continue in effect for the period ending midnight on June 30, 2021.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PITTSFIELD SCHOOL COMMITTEE

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

\_\_\_\_\_  
Chairman

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

**APPENDIX A**  
SALARY SCHEDULE

<b>2018-2019</b>				
<b><u>SENIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
PITTSFIELD and TACONIC HIGH SCHOOLS		\$20.23	---	\$20.84
HERBERG and REID MIDDLE SCHOOLS		\$19.62	---	\$20.22
CROSBY ELEMENTARY		\$19.44	---	\$20.03
CONTE and MORNINGSIDE COMMUNITY SCHOOLS		\$18.98	---	\$19.55
EGREMONT ELEMENTARY		\$18.98	---	\$19.55
ALLENDAL - STEARNS - WILLIAMS ELEMENTARY		\$18.81	---	\$19.38
CAPELESS ELEMENTARY		\$18.51	---	\$19.07
HIBBARD and MERCER ADMIN BUILDING		\$18.04	---	\$18.59
<b><u>NIGHT SENIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
PITTSFIELD and TACONIC HIGH SCHOOLS		\$19.89	---	\$20.49
HERBERG and REID MIDDLE SCHOOLS		\$19.20	---	\$19.78
<b><u>SENIOR STOREKEEPER</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$19.96	---	\$20.56
<b><u>WORKING FOREMAN - GROUNDS</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$20.14	---	\$20.75
<b><u>ASSISTANT GROUNDS AND MINOR MAINTENANCE</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
<b><u>TRUCK DRIVER - STOCKROOM - UTILITY</u></b>		\$17.79	---	\$18.32
<b><u>JUNIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$16.05	\$16.93	\$17.44
<b><u>MAIL COURIER</u></b>	<b>1.25</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$15.98	----	\$16.47

**A.** Effective July 1, 2018 increase all Hourly Pay Rates in Appendix A by one and one-quarter percent (1.25%).

**APPENDIX A**  
SALARY SCHEDULE

<b>2019-2020</b>				
<b><u>SENIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
PITTSFIELD and TACONIC HIGH SCHOOLS		\$20.48	---	\$21.10
HERBERG and REID MIDDLE SCHOOLS		\$19.87	---	\$20.47
CROSBY ELEMENTARY		\$19.69	---	\$20.28
CONTE and MORNINGSIDE COMMUNITY SCHOOLS		\$19.22	---	\$19.80
EGREMONT ELEMENTARY		\$19.22	---	\$19.80
ALLENDALE - STEARNS - WILLIAMS ELEMENTARY		\$19.05	---	\$19.63
CAPELESS ELEMENTARY		\$18.74	---	\$19.31
HIBBARD and MERCER ADMIN BUILDING		\$18.27	---	\$18.82
<b><u>NIGHT SENIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
PITTSFIELD and TACONIC HIGH SCHOOLS		\$20.14	---	\$20.75
HERBERG and REID MIDDLE SCHOOLS		\$19.44	---	\$20.03
<b><u>SENIOR STOREKEEPER</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$20.21	---	\$20.82
<b><u>WORKING FOREMAN - GROUNDS</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$20.39	---	\$21.01
<b><u>ASSISTANT GROUNDS AND MINOR MAINTENANCE</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
<b><u>TRUCK DRIVER - STOCKROOM - UTILITY</u></b>		\$18.01	---	\$18.55
<b><u>JUNIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$16.25	\$17.14	\$17.66
<b><u>MAIL COURIER</u></b>	<b>1.25</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$16.18	---	\$16.67

**B.** Effective July 1, 2019 increase all Hourly Pay Rates in Appendix A by one and one-quarter percent (1.25%).



**APPENDIX A**  
SALARY SCHEDULE

<b>2020-2021</b>				
<b><u>SENIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
PITTSFIELD and TACONIC HIGH SCHOOLS		\$20.73	---	\$21.36
HERBERG and REID MIDDLE SCHOOLS		\$20.12	---	\$20.73
CROSBY ELEMENTARY		\$19.93	---	\$20.54
CONTE and MORNINGSIDE COMMUNITY SCHOOLS		\$19.46	---	\$20.05
EGREMONT ELEMENTARY		\$19.46	---	\$20.05
ALLENDALE - STEARNS - WILLIAMS ELEMENTARY		\$19.29	---	\$19.87
CAPELESS ELEMENTARY		\$18.98	---	\$19.55
HIBBARD and MERCER ADMIN BUILDING		\$18.50	---	\$19.06
<b><u>NIGHT SENIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
PITTSFIELD and TACONIC HIGH SCHOOLS		\$20.39	---	\$21.01
HERBERG and REID MIDDLE SCHOOLS		\$19.68	---	\$20.28
<b><u>SENIOR STOREKEEPER</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$20.46	---	\$21.08
<b><u>WORKING FOREMAN - GROUNDS</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$20.64	---	\$21.27
<b><u>ASSISTANT GROUNDS AND MINOR MAINTENANCE</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
<b><u>TRUCK DRIVER - STOCKROOM - UTILITY</u></b>		\$18.23	---	\$18.79
<b><u>JUNIOR BUILDING CUSTODIAN</u></b>	<b>1.25%</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$16.45	\$17.35	\$17.88
<b><u>MAIL COURIER</u></b>	<b>1.25</b>	<b>START</b>	<b>6 MONTH</b>	<b>10</b>
		\$16.39	---	\$16.88

C. Effective July 1, 2020 increase all Hourly Pay Rates in Appendix A by one and one-quarter percent (1.25%).

**APPENDIX B**  
BUILDING CHECKS

**A.** Senior Building Custodians will be required to make building checks per the present schedule. All district schools and the Mercer Administrative Center shall have a fifty-two (52) week building check.

**B.** Compensation shall be paid for each building check at the following rates:

<b><u>APPENDIX B</u></b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
BUILDING CHECKS	7/1/2014 (1%)	7/1/2015 (1.75%)	7/1/2016 (1.75%)
Pittsfield High School Taconic High School	\$37.16	\$37.81	\$38.47
Crosby Elementary Herberg Middle School Reid Middle School	\$34.83	\$35.44	\$36.06
Conte Community School Egremont Elementary School Morningside Community School	\$32.50	\$33.07	\$33.65
Allendale Elementary Stearns Elementary Williams Elementary	\$31.32	\$31.87	\$32.43
Capeless Elementary	\$30.18	\$30.71	\$31.24
Hibbard Mercer Administration Building	\$27.86	\$28.34	\$28.84

1. Effective 7/1/2014 increase compensation paid for Building Checks by 1.0 % across the board, retroactive.
2. Effective 7/1/2015 increase compensation paid for Building Checks by 1.75 % across the board, retroactive.
3. Effective 7/1/2016 increase compensation paid for Building Checks by 1.75 % across the board.

**C.** Senior Building Custodians will receive compensation for building checks as part of their vacation pay.

**D.** Senior Building Custodians will receive compensation for building checks while on sick leave, but will have one-quarter (1/4) day of accumulated sick leave deducted for each building check missed while on sick leave and will receive no compensation for building checks if all accumulated sick leave has been used.

**E.** Senior Building Custodians on vacation will not check their buildings and Junior Building Custodians assigned to make such building checks will be paid the building check rate paid to the Senior Custodians. Other employees of the Committee will not make the regularly scheduled building checks except in cases of emergency.

## **APPENDIX C**

### **SUBSTITUTES**

A. Substitutes shall be paid the prorated rate of pay of a starting Junior Building Custodian.

B. The following Articles also shall apply to substitutes:

Article I - Recognition; Article II - Management Rights; Article III - No Strike; Article IV - Grievance Committee; Article IX - Safety Precautions; Article X - Physical Examination; Article XIV - Payroll Deduction of Dues; Article XV - Car Allowance; Article XXI - Grievance Procedure; Article XXII - Arbitration; Article XXVII - Duration.

## **APPENDIX D**

### **MAIL COURIER**

A. All provisions of the Agreement presently in effect shall apply to the Mail Courier position except for the following items:

1. The holder of the position will work each day when school is in session.
2. Work eight (8) hours each day.
3. Receive compensation as specified in Appendix A. Compensation shall be at the Mail Courier rate of pay for all work performed as the Mail Courier, and at the Junior Building Custodian rate of pay for all work performed as a Custodian.
4. If the Mail Courier is qualified to do so, he/she will be allowed to bid on overtime/extra work opportunities as a Custodian after said work has been offer to other qualified members of the bargaining unit (Custodians), and before work is offered to substitutes. However, the Mail Courier will only be allowed to bid on overtime/extra work opportunities if said opportunities are completely outside the Mail Courier's regular hours.
5. If the Mail Courier is qualified to do so, he/she may be assigned Custodian work at the discretion of the Director of Maintenance during times when school is not normally in session, such as December, February, and April vacations as well as work performed over the summer, provided that these assignments do not deprive other members of the bargaining unit work opportunities normally offered as overtime.
6. Receive ten (10) paid holidays. There will be no compensation for Presidents' Day, Patriots Day, and the Fourth of July.
7. Receive three (3) weeks paid vacation.
8. Receive credit for 1 ¼ days sick leave each month.
9. Receive two (2) personal days.
10. The mail courier shall work five (5) work days (excluding holidays) prior to the first student day, and five (5) work days (excluding holidays) after the last student day.
11. This position will be posted if and when vacancies occur.

**APPENDIX E**  
MEMORANDUM OF UNDERSTANDING  
CORI CHECKS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PITTSFIELD SCHOOL COMMITTEE  
AND  
THE PITTSFIELD CUSTODIANS' FEDERATION**

The following states the terms and conditions of an understanding between the Pittsfield School Committee and the Pittsfield Custodians' Federation regarding the Committee's use of certain information received as a result of the conduct of Criminal Offender Records Information ("CORI") checks on prospective custodial unit employees.

**SECTION 1. POSSIBLE ACTION UPON DISCOVERY OF CONVICTION DATA**

If a duly conducted CORI check discloses that a prospective custodial unit member has a criminal conviction record (such individual to be known hereinafter as "Custodian"); and if such disclosure raises concerns, pursuant to Pittsfield School Committee policy, for the Superintendent of Schools or her/his designee (hereinafter "Superintendent") about the suitability of employing the Custodian; then the Superintendent, in the event that she/he desires nonetheless to employ the Custodian, may require as a condition of employment, and before offering the Custodian employment, that the Custodian complete subsequent CORI check authorization forms annually, for a period not to exceed five years. The Superintendent will submit said forms annually to the Criminal Systems History Board of the Commonwealth of Massachusetts, or said Board's successor for that purpose. The Custodian shall complete any such form not later than the anniversary date of her/his probationary appointment. By way of example: a Custodian individual given a probationary appointment effective March 1, 1999, may be required to complete a further CORI check authorization form by March 1, 2000, by March 1, 2001, by March 1, 2002, by March 1, 2003, and by March 1, 2004.

**SECTION 2. NOTICE TO SUPERINTENDENT UPON ARREST OR CONVICTION**

Upon the arrest or conviction for any reason of a Custodian described in § 1, above, said Custodian shall notify the Superintendent in writing of that fact. Such notification shall be postmarked or shall otherwise give suitable evidence of having been sent not later than five (5) working days after that arrest or conviction, unless a reason satisfactory to the Superintendent for providing said notice later than the five working days is timely provided. Such written notification shall be kept strictly confidential, and shall be maintained in the manner required in

**APPENDIX E**  
MEMORANDUM OF UNDERSTANDING  
CORI CHECKS

§ 5, below, for documents created under the Memorandum of Understanding.

**SECTION 3. FAILURE TO PROVIDE REQUIRED NOTICE**

The failure of a Custodian described in § 1, above, to comply with any provision set forth in §§ 1 or 2, above, shall be deemed a serious act of insubordination going to the very terms of her/his employment, and shall be deemed to constitute just cause for disciplinary action, up to and including dismissal.

**SECTION 4. WRITTEN ACKNOWLEDGEMENTS AS CONDITION OF EMPLOYMENT**

A Custodian described in § 1, above, shall, as a condition of her/his initial employment, acknowledge in writing to the Superintendent that:

- (a) said Custodian agrees freely, knowingly, and without reservation to the terms set forth in this Memorandum of Understanding and to its applicability to her/him; and also
- (b) said acknowledgement shall not be deemed by the Custodian or her/his agents to operate as a waiver by the Pittsfield Public Schools of its right as employer to assess and evaluate the Custodian's work habits, the quality of the Custodian's work, the Custodian's behavior on the job, and all other matters related to said Custodian's work as a school custodian, by the same standards that the Pittsfield Public Schools uses now, and may utilize in the future, to assess and evaluate the satisfactoriness of the job performance of any and all other custodial employees.

**SECTION 5. CONFIDENTIALITY AND RETURN OF DOCUMENTS TO EMPLOYEES**

A. Except for documents received from the Commonwealth of Massachusetts pursuant to the submittal of a duly executed CORI check authorization form, which shall be maintained and secured in the manner prescribed by law and regulation of the Commonwealth, any agreements that are executed, notices sent, acknowledgements made, correspondence exchanged, or other documentation of matters related to the application of the terms and conditions of this Memorandum of Understanding to the employment of any specific individual shall be kept for the period set forth in § 5.B, below, or until said individual ceases her/his employment by the Pittsfield Public Schools, whichever is earlier; and all such agreements, notices, acknowledgements, correspondence, and other documentation shall be kept in said employee's personnel file in a sealed envelope, which shall be labeled as follows:

**APPENDIX E**  
MEMORANDUM OF UNDERSTANDING  
CORI CHECKS

CONFIDENTIAL MATERIAL. To be opened and examined only by the SUPERINTENDENT, her/his designee, [employee's name], or [employee's name]'s designee, whom [employee's name] shall identify in writing.

- B. Except in a proceeding arising under § 3, above, only those parties identified in the statement on the envelope recited at § 5.A, above, or otherwise duly authorized by law or regulation, shall have access to the envelope's contents. At either (i) the end of the five year period commencing with the Custodian's date of appointment, or not more than five working days after receipt by the Superintendent of the final satisfactory CORI check permitted hereunder, whichever is later, or (ii) the date of termination of said Custodian's employment by the Pittsfield Public Schools, if said termination occurs earlier than either of the aforementioned dates, the Superintendent shall surrender said envelope and all its contents to said employee not more than three (3) working days after receipt of said employee's written demand for its surrender.

This Memorandum of Agreement shall be effective on the first working day following the later date, if any, on which a party hereto executes this Memorandum.

FOR THE PITTSFIELD SCHOOL COMMITTEE

FOR THE PITTSFIELD  
CUSTODIANS' FEDERATION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX F**  
**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 F**  
**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 F**  
**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 F**  
**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, MIIA/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 MIIA/BCBSMA no later than April 1, 2024, either that subscribers shall continue coverage through MIIA/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 F**  
**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 F**  
**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 F**  
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.)	\$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. 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**

<b>Plan Specifics</b>		
<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	
<b>Covered Services</b>	<b>Your Cost In-Network</b>	<b>Your Cost Out-of-Network</b>
<b>Preventive Care</b> Well-child care exams, including routine tests, according to age-based schedule as follows: 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 Benefits</b> Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible and all charges beyond the benefit maximum
<b>Other Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
Office visits When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician When performed by other covered providers	\$20 per visit, no deductible \$35 per visit, no deductible	20% coinsurance after deductible 20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$15 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Surgery and related anesthesia Office setting — When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician — When performed by other covered providers Ambulatory surgical facility, hospital, or surgical day care unit	\$20 per visit,*** no deductible \$35 per visit,*** no deductible \$150 per admission after deductible	20% coinsurance after deductible 20% coinsurance after deductible 20% coinsurance after deductible

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

7/1/2018 – 6/30/2020

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

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

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

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

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

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

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

### Get the Most from Your Plan.

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

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

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

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

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

## Your Care

### Your Primary Care Provider.

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

### Referrals You Can Feel Better About.

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

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

### Your Cost Share.

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

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

### Higher Cost Share Hospitals.

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

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

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

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

### Your Deductible.

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

### Your Out-of-Pocket Maximum.

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

### Emergency Care—Wherever You Are.

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

### Service Area.

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

### When Outside the Service Area.

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

### Dependent Benefits.

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



## Your Medical Benefits

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

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

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

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

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

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

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

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

\*\* Cost share waived for birth control.

### Get the Most from Your Plan.

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

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

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

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

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

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

## Your Choice

### Your Deductible.

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

### When You Choose Preferred Providers.

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

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

### Higher Cost Share Hospitals.

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

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

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

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

### When You Choose Non-Preferred Providers

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

### Your Out-of-Pocket Maximum.

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

### Emergency Room Services.

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

### Utilization Review Requirements.

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

### Dependent Benefits.

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



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

**Your Medical Benefits**

<b>Plan Specifics</b>		
<b>Plan-year deductible</b>	\$300 per member \$900 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
<b>Covered Services</b>	<b>Your Cost In-Network</b>	<b>Your Cost Out-of-Network</b>
<b>Preventive Care</b> Well-child care exams, including routine tests, according to age-based schedule as follows: 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 Hearing aids (up to \$5,000 per ear every 36 months)	Nothing, no deductible All charges beyond the benefit maximum	20% coinsurance after deductible 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.

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

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

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

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

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

### Get the Most from Your Plan.

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

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

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

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

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

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

## Your Care

### Your Primary Care Provider (PCP)

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

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

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

### Referrals

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

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

### Your Cost Share

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

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

### Higher Cost Share Hospitals

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

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

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

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

### Your Deductible

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

### Your Out-of-Pocket Maximum

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

### Emergency Room Services

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

### Telehealth Services

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

### Service Area

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

### When Outside the Service Area

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

### Dependent Benefits

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

## Your Medical Benefits

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by: <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™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

## Questions?

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

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



## Your Choice

### Your Deductible

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

### When You Choose Preferred Providers

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

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

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

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

### Higher Cost Share Hospitals

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

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

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

### How to Find a Preferred Provider

There are a few ways to find a preferred provider:

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

### When You Choose Non-Preferred Providers

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

### Your Out-of-Pocket Maximum

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

### Emergency Room Services

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

### Telehealth Services

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

### Utilization Review Requirements

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

### Dependent Benefits

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

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

**Your Medical Benefits**

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

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

7/1/2022 – 6/30/2024

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

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

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

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

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

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

## Get the Most from Your Plan

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

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

## Questions?

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

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



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

7/1/2018 – 6/30/2024

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

## EXHIBIT D

### MIIA PPO High Deductible Health Plan

7/1/2018 – 6/30/2024

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