

COLLECTIVE BARGAINING AGREEMENT
between
NEW BEGINNINGS FAMILY ACADEMY
and
NEW BEGINNINGS EDUCATION ASSOCIATION

2014 - 2016

AGREED UPON LANGUAGE

New Beginnings Family Academy

New Beginnings Education Association

By:



By:

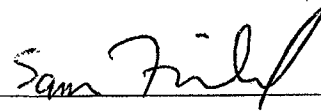


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PREAMBLE

This Agreement is made and entered into by and between the New Beginnings Family Academy (hereinafter referred to as the "School") acting by and through its Board of Directors (hereinafter referred to as the "Board") and the New Beginnings Education Association (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

This Agreement is negotiated under sections 10-153a through 10-153g of the Connecticut General Statutes, as amended, in order (a) to fix for its term, the salaries and other conditions of employment provided herein, and (b) to encourage and provide for effective and harmonious working relationships between the School and the Association in order that the cause of public education may best be served.

In entering into this Agreement, the School and the Association acknowledge and agree that:

1. The mission of the School, as a charter school operating within the State of Connecticut, is unique.
2. The School is founded upon a model of collegiality and collaboration involving the responsible participation by and leadership of the professional staff in the planning, development and growth of the educational process.
3. This Agreement is designed to enhance, and not impede, the School's ability to carry out its mission.
4. The School's mission and programs will evolve over time, and it is important that this Agreement be flexible enough to permit changes in the mission and programs of the School.
5. Student achievement is the responsibility of each member of the community; each teacher accepts responsibility for student achievement.

ARTICLE I Recognition/Definitions

- A. The School recognizes the Association as the exclusive representative, as defined in Section 10-153b, through 10-153g of the Connecticut General Statutes as amended, of the Teachers' Unit, which includes the group of certified professional employees who are employed by the School in positions requiring a teaching or special services certificate or who are employed on the basis of a Durational

Shortage Area Permit (DSAP), excluding certified administrators, temporary substitutes and all others excluded by the Teacher Negotiation Act.

- B. Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:
1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the School as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the School.
 2. The School shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 3. DSAP holders shall have no bumping rights under this Agreement.
- C. As used in this Agreement, the term "days" shall mean calendar days, unless otherwise expressly specified in this Agreement.

ARTICLE 2 Dues and Service Fees

All teachers employed by the School shall, as a condition of continued employment, join the Association or pay a service fee to the Association. The service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration and grievance adjustment.

1. The School agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. Dues shall be deducted in sixteen (16) installments, beginning with the first payroll in the month of October. The amount of the deduction for service fee shall be equal to the total service fee divided by the number of paychecks including the first paycheck in January through and including the last paycheck in June. The amount of the Association membership dues shall be certified by the Association to the School prior to the opening of school each year. The amount of service fee shall be certified by the Association to the School prior to January 1st of each school year.

2. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
3. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
4. The School agrees to forward to the Association each pay period a check for the amount of money deducted during that pay period. The School shall include with such check a list of teachers from whom such deductions were made.
5. The Association agrees to indemnify and to hold the School harmless against any and all claims, demands, suits or other forms of liability, including attorneys' fees, that may arise out of, or by reason of any action taken by the School and its agents for the purpose of complying with the provisions of this article.

ARTICLE 3
Board Prerogatives

- A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the School has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the School and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:
 1. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the School.
 2. To establish or continue policies, practices and procedures for the conduct of School business and, from time to time, to change or abolish such policies, practices, or procedures.
 3. To discontinue processes or operations or to discontinue their performance by employees.
 4. To select and to determine the number and types of employees required to perform the School's operations, and to create, modify and/or eliminate positions accordingly.

5. To employ, assign, transfer, promote or demote employees, or to lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the School.
6. To establish contracts or subcontracts for the School's operations.
7. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the School, and to discipline employees as determined to be appropriate by the School.
8. To create job descriptions and revise existing job descriptions.

ARTICLE 4
Working Conditions

1. The teacher workday will be an 8 hour workday that includes a minimum of 25 minutes for lunch and 45 minutes of non-instructional work time.
2. The teacher workday may begin anywhere from 7:30 a.m. – 9:30 a.m. with notice given to the teacher of the scheduled workday by May 30th of the previous year or with 45 days notice during the school year.
3. No teacher may be assigned to work a split shift without consent.
4. For classroom teachers, the assigned non-instructional employment time may be used for teacher planning and preparation time, staff meeting time, school committee work time, or for the discharge of such other duties as appropriate to the teacher's work assignment.
5. The teacher work year shall consist of 185 days of which two (2) shall be non-instructional. In addition, newly hired teachers shall report up to two (2) days prior to the start date for returning teachers for purposes of orientation. Prior to establishing the school calendar for any given the year, the School shall provide an opportunity for the Association to have input regarding the proposed calendar, with the understanding that the School shall have the right to establish the calendar. The School will notify teachers of the proposed calendar for the next employment year by close of the preceding school year.
6. In the event the Board lengthens the regular work year beyond 185 days, then the parties shall engage in impact bargaining in accordance with General Statutes Section 10-151.

7. In the event the Board offers an extended year schedule (summer program), teachers selected to work shall be compensated \$240 for an eight (8) hour day, or prorated if less than eight (8) hours.
8. All teachers shall attend up to four (4) Parent Conferences per school year in addition to the Open House .
9. Teachers shall be required to attend up to two (2) staff meetings per month immediately following their regular work day. Each meeting is not to exceed one hour in duration.

ARTICLE 5
Notice of Teaching Assignments

The School shall have the right to assign teachers based on the interests of the School's educational program, as determined by the School. Teachers may request reassignment if they believe they are able to make a greater contribution to the School's educational program in a different assignment. However, the School has the final authority to make decisions regarding such requests, and regarding teacher assignments generally, provided teachers are assigned to teach subjects they are duly certified and/or possess a DSAP to teach. As such, decisions made by the School regarding teacher assignments shall not be subject to the grievance procedure.

ARTICLE 6
Part-Time Employees

Part-time teachers shall be eligible to receive salary, paid leaves, and benefits on a pro-rated basis. The pro-ration shall be based on the part of the regular full day/week which the part-time teacher works. To be eligible for health insurance benefits, a teacher must regularly work at least 30 hours.

ARTICLE 7
Salaries

- A. The salary schedule covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part of this Agreement. Teachers not already at the top step shall advance a step at the beginning of the 2014-15 school year. Teachers shall not advance a step for 2015-16.
- B. The Principal shall have the discretion to determine the initial salary placement of a teacher by giving credit for public/private school teaching experience and/or relevant comparable work experience, with consideration for the salary placement of current teachers.

- C. Teach for America teachers shall be placed on step one of the salary schedule, and shall advance in the same manner as other teachers.
- D. All teachers must receive a “proficient” or better rating on an overall basis on end of year evaluations in order to receive any negotiated step advance and/or salary increase, as specified herein.
- E. Summer School: The hourly instruction rate for summer school shall be \$27.50; effective July 1, 2011, it shall increase to \$30.00 per hour.
- F. After School Program: The hourly instruction rate for the after school program shall be \$27.00 per hour.
- G. Employees assigned to perform Instructional Coach responsibilities shall receive an annual stipend of \$10,000 in addition to their salary identified in Appendix A. Employees assigned to perform Team Leader responsibilities shall receive an annual stipend of \$5,000 in addition to their salary identified in Appendix A. Notwithstanding the foregoing, nothing herein shall require the school to assign anyone to these duties, or prevent the school from reverting back to having an Administrator perform these duties.

~~ARTICLE 8~~
Salary Notification Letters

The School will develop a standard salary notification letter to be provided to each teacher by June 30th for the following school year.

ARTICLE 9
Salary Payment

- A. The teacher’s annual salary will be divided into 26 equal payments, paid every two weeks year round. Teacher shall be provided with a schedule of payments at the beginning of the school year.
- B. All teachers shall participate in the State Teachers Retirement fund with the appropriate contribution deducted from their salaries.
- C. Employees may also have voluntary payroll deductions deposited to a savings or retirement plan.
- D. Recognizing that for any given contract year the payment of teacher salaries runs from July 1 to June 30, and salary payments commence before teachers are required to actually begin working, in the event a teacher resigns after the payment of their salary commences but before they have earned said pay, he/she

shall pay back to the school all such salary payments made to him/her. At least 30 days notice must be provided for resignations occurring between when one school year ends and the next school year commences.

ARTICLE 10
Degree Definitions

The following definitions shall apply to the salary schedule:

- A. Bachelor: A Bachelor's Degree earned at an accredited college or university.
- B. Master: A Master's Degree earned at an accredited college or university in the field of Education. Certification at the Master's level; or thirty (30) hours beyond the Bachelor's Degree in a planned program which has prior written approval of the Principal.
- C. 6th Year/ MA + 30/BA + 60: A Sixth Year Certification earned at an accredited college or university. Also recognized is thirty (30) hours beyond the Master's Degree in a planned program which has prior written approval of the Principal; or a sixty (60) credits Master's Degree in an approved program in the field of Education.

ARTICLE 11
Leave Provisions

- A. In the event that any provision of this Article is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling. Any leave taken under this Article would also qualify under the Federal Family and Medical Leave Act (FMLA) and shall be counted towards eligibility for FMLA leave.
- B. In the event that a teacher commences employment after the start of a contract year, the number of personal days and sick leave days shall be pro-rated for the teacher. If a teacher works less than full time, all leave time provided under this Article shall be pro-rated for the teacher.
- C. Personal Leave. Teachers may be granted up to three (3) days with pay. Requests for personal leave must be approved in advance by the Principal, except in emergencies.
- D. Bereavement Leave
 - 1. In the event of a death of the spouse, sibling, parent or child of a teacher, the teacher may be granted up to three (3) days of leave with pay.

2. In the event of the death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law of a teacher, the teacher may be granted one (1) day of leave with pay.

E. Sick Leave.

1. Each full-time employee shall be credited with fifteen (15) days of sick leave at the beginning of each contract year, to be used for the bona fide personal illness of the teacher. There shall be no accumulation of sick leave from year to year, so long as the waiver, issued by the State Department of Education, remains in place.
2. For extended absences, or in cases of suspected misuse of sick leave, the School may require proof of illness or an examination by a School appointed physician.

F. Childrearing Leave.

1. If any teacher desires an extended leave of absence for childrearing purposes (beyond any period of disability), the teacher shall request such leave in writing to the Principal no later than sixty (60) days prior to the anticipated commencement of such leave. Extended leave, if granted, shall be without pay.
2. The teacher may continue insurance benefits during the extended leave at his/her own expense, except as provided otherwise by any applicable statute regarding family and medical leave.

ARTICLE 12
Insurance Benefits

- A. The School shall make available to eligible full-time teachers health insurance coverage under the MEHIP POS 30/3000/100 plan. A summary of the insurance program is incorporated into this Agreement in Appendix B. The School shall reimburse teachers for the in-network hospital service deductible (\$3,000/\$9,000), provided however, that the employee shall be responsible for the first \$500 for individual coverage, and up to \$1,000 for dependent coverage.

The Board shall also provide a prescription plan with the following co-payments: \$10/30/40, unlimited; 2X co-payment for mail order supply.

- B. The School shall provide full-time teachers with term life insurance coverage in the amount of \$30,000, up to age 70.

- C. The School shall also offer dental coverage with the following benefits/deductibles: preventive – 100%; deductible \$50/\$150; basic – 80%; major – 50%; annual maximum \$1,500/person.
- D. The School shall also continue to provide short and long term disability coverage as follows:

Short term:

- Waiting period – 1 day sickness/8 days accident
- 26 weeks at 60% of earnings up to \$1000 per week
- Medical documentation required

Long term:

- Waiting period – 180 days
- Benefit period – up to age 65
- Monthly benefit – 66.7% of earnings up to \$6,000 per month
- Medical documentation required

- E. Premium contributions for the above insurances are as follows and shall be paid through payroll deduction.

| | | |
|-----------|--------------|--------------|
| | 7/1/14 | 7/1/15 |
| Teachers: | <u>14.5%</u> | <u>15.5%</u> |
| School: | <u>85.5%</u> | <u>84.5%</u> |

- F. School shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains equal to or better than the overall benefits, coverage and services in effect immediately preceding any such change. In the event that the State of Connecticut offers a statewide public employees health insurance plan, the parties shall meet to consider the plan as an option to the plan provided for in paragraph A the above. The parties shall then negotiate pursuant to §10-153 of the Connecticut General Statutes.
- G. Participation in any of the insurance benefits provided under this Agreement shall be subject to the eligibility requirements of the carriers.

ARTICLE 13
Disciplinary Action

Any written reprimand and any disciplinary suspension of a teacher without pay shall be imposed only for just cause.

ARTICLE 14
Reduction in Force

- A. The School may reduce the number of certified personnel employed because of reduced enrollment, lack of funds, elimination or reduction of a special program, or for other reasons. This provision for selecting staff members will govern reductions in force.

- B. The School shall have the sole authority to determine which position(s) shall be identified for elimination. Prior to commencing action to terminate a tenured teacher contracts based upon the need to reduce staff, the school will give due consideration to its ability to reduce staff by:
 - 1. Voluntary retirements;
 - 2. Voluntary resignations; or
 - 3. Voluntary leaves of absences

- C. If a teacher has attained tenure status, the contract of employment may be terminated if the position is eliminated, but only if there is no other position for which that teacher is certified and qualified available in school. "Available" positions shall include any vacant position for which said teacher is qualified and currently held by a non-tenured teacher. Determination of those to be released within the effected position shall be in the following order:
 - 1. Teachers holding temporary emergency permits.
 - 2. Non-tenured teachers.
 - 3. Tenured teacher.

- D. The following criteria will be used to select those tenured employees who are to be considered for termination within the broad tenure and certification categories established above.
 - 1. Student achievement.
 - 2. Performance evaluations.
 - 3. Experience in the specific program or component areas.
 - 4. Length of continuous service with the School.

- E. Disputes under this provision shall not be subject to the grievance and arbitration provisions.

- F. Recall Procedure/Re-employment. If the contract of employment of a tenured teacher is terminated without prejudice because of elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of one (1) year. If a position becomes open during such period and the teacher has been selected by the School as the person who is certified and qualified for that position, then the teacher will be notified by certified mail sent

to the last known address at least two weeks prior to the anticipated date of reemployment whenever possible. The teacher must accept or reject the appointment in writing within seven days after receipt of such notification. If the appointment is accepted the teacher shall receive a written contract within twenty days of receipt of teacher's reply to the School. If the teacher rejects the appointment offer or does not respond according to this procedure within seven days after receipt of the notification the name of the teacher will be removed from the recall list.

ARTICLE 15 Grievance Procedure

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise, under this Agreement, affecting the terms and conditions of employment for teachers.
- B. Definitions
1. The term "grievance" shall be defined as (a) a written complaint signed by an employee stating that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement; or (b) a written complaint signed by an employee stating that there has been a violation of a procedure contained within the School's teacher evaluation plan. Grievances described in (a) above may be submitted to arbitration in accordance with Level 3 of this procedure. Grievances described in (b) above may be processed through to the Board at Level 2, but may not be processed beyond that level.
 2. The term "teacher" shall mean any individual(s) represented by the Association as defined in Article 1, Section A. The term "days" shall refer to business days when school is in session.
- C. Time Limits
1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
 2. If a teacher does not file a grievance in writing with the Principal within twenty (20) days after he/she knew or reasonably should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant teacher at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the School to respond to a grievance within the time limits set forth in this grievance procedure shall entitle the Association to proceed to the next level of the grievance procedure.

D. Informal Procedure

If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with the Principal in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One – Principal

- a. If a grievant teacher is not satisfied with the outcome of informal procedures, the teacher and/or the Association may file the grievance in writing with the Principal, within the time limits set forth in Section C.2. above.
- b. The Principal shall, within ten (10) days after receipt of the referral, meet with the grievant teacher and with representatives of the Association for the purpose of hearing the grievance.
- c. The Principal shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant teacher, with a copy to the Association.

2. Level Two - Board of Directors

- a. If the Association is not satisfied with the disposition of the grievance at Level One, the Association may, within five (5) days after receipt of the Level One decision (or within five days after the deadline for such decision, whichever comes first), file the grievance with the Board.
- b. The Board (or its designated committee) shall, within twenty (20) days after receipt of the grievance, meet with the grievant teacher and with representatives of the Association for the purpose of hearing the grievance.
- c. The Board (or its designated committee) shall render its decision and the reasons therefor in writing to the grievant teacher, with a copy to the Association, within ten (10) days following the hearing

of the grievance. Unless the Association files for arbitration, Level Three, the decision of the Board shall be final in all grievances.

3. Level Three - Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, then the Association may submit the grievance to arbitration by so notifying the Principal in writing within ten (10) days of the receipt of the Level Two response or the deadline for such response, whichever occurs first. The designated representatives of the School and the Association shall, within five (5) days after such written notice, attempt to select by mutual agreement a single arbitrator who is an experienced and impartial person of recognized competence in labor arbitration. If the parties are unable to agree on an arbitrator within five (5) days, the Association shall immediately submit the demand for arbitration to the American Arbitration Association (AAA) in accordance with its administrative procedures, practices and rules.
- b. Any arbitration proceedings regarding the grievance shall be conducted in accordance with the labor arbitration rules of the AAA, as applicable.
- c. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law which violates the terms of this Agreement. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement. The decision of the arbitrator shall be submitted to the School and to the Association and shall be final and binding, except as otherwise provided by law.
- d. The costs for the services of the arbitrator shall be borne equally by the School and the Association.

F. Rights of Teachers

1. No reprisals of any kind shall be taken by the Board, the Association, or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any grievant may be represented at any level of the grievance procedure by the Association.

3. The Association is the only party who may file an unresolved grievance to Level Two (the Board of Directors) or Level Three (Arbitration).
 4. It is understood that during and notwithstanding the pendency of any grievance, teachers shall continue to observe all assignments and rules and regulations of the School until such grievance is fully resolved.
- G. **Obligation of Teachers:** This is the official mutually agreed upon procedure by which teachers register grievances and teachers will proceed exclusively in accordance with this procedure.
- H. **Sharing of Information:** Both the School and the Association agree to provide each other with relevant information concerning grievances, in accordance with the provisions of the Teacher Negotiation Act.

ARTICLE 16 Severability

In the event any provision of this Agreement is found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect. Upon issuance of such a decision the Board and the Association shall immediately negotiate a substitute for the invalidated provision.

ARTICLE 17 Resignations

- A. Teachers who voluntarily terminate their employment by resignation, retirement, or otherwise, must notify the School by letter to the Principal stating the last day of work and the reasons for terminating employment.
- B. Teachers must provide notice at least four (4) weeks prior to the termination date; provided, however, in the case of retirement, notice must be received by April 1.

ARTICLE 18 Miscellaneous

- A. **Teacher Rights**
1. Adequate bulletin board space in the School shall be reserved for the exclusive use of the official bargaining agent for the posting of official bargaining agent notices of announcements. No derogatory material may be posted on such bulletin board space. Copies of any notice to be posted shall be submitted to the Principal.

2. The Association shall have the right to place material in the mailboxes of teachers. Placement will be made by duly authorized representatives of the Association.
3. Teachers shall be allowed to utilize a designated space as a faculty workroom and/or lunch area.
4. Teachers shall only be allowed to use personal cell phones in the school building during non instructional times (lunch and preparation periods), as well as before and after the student day; however, they may not be used in hallways or other common areas of the School building with the exception of the space referred to in 3 above.

B. Dress Code

Teachers are expected to be dressed professionally and appropriately for work. Teachers should not wear items of clothing or jewelry promoting drugs or alcohol. All jewelry is permitted, but is brought to school at the employee's own risk. Bare midriffs are not allowed. Teachers are encouraged to wear NBFA shirts, khaki pants and sensible flat shoes (no sandals, no open toes). During summer hours the wearing of shorts and lighter clothing will be dependent on air conditioning in the work areas.

ARTICLE 19
Duration

This Agreement shall take effect on July 1, 2014, and remain in full force and effect through June 30, 2016.

New Beginnings Family Academy

New Beginnings Education Association

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A

| 2014-15 | | | |
|--------------|-----------|-----------|----------------------------|
| <u>Steps</u> | <u>BA</u> | <u>MA</u> | <u>6th Year</u> |
| 1 | 44,649 | 45,630 | 45,782 |
| 2 | 46,106 | 47,310 | 47,730 |
| 3 | 47,611 | 49,051 | 49,758 |
| 4 | 49,164 | 50,856 | 51,872 |
| 5 | 50,766 | 52,727 | 54,075 |
| 6 | 52,421 | 54,668 | 56,372 |
| 7 | 54,130 | 56,678 | 58,766 |
| 8 | 55,894 | 58,763 | 61,263 |
| 9 | 57,717 | 60,926 | 63,866 |
| 10 | 59,600 | 63,167 | 66,579 |
| 11 | 62,558 | 65,492 | 69,405 |
| 12 | | 67,902 | 72,355 |
| 13 | | 70,398 | 75,427 |
| 14 | | 72,989 | 78,631 |
| 15 | | 75,674 | 81,972 |

| 2015-16 | | | |
|--------------|-----------|-----------|----------------------------|
| <u>Steps</u> | <u>BA</u> | <u>MA</u> | <u>6th Year</u> |
| 1 | 45,676 | 46,679 | 46,835 |
| 2 | 47,167 | 48,399 | 48,828 |
| 3 | 48,706 | 50,179 | 50,902 |
| 4 | 50,294 | 52,026 | 53,065 |
| 5 | 51,933 | 53,940 | 55,319 |
| 6 | 53,626 | 55,925 | 57,669 |
| 7 | 55,375 | 57,982 | 60,118 |
| 8 | 57,180 | 60,115 | 62,672 |
| 9 | 59,045 | 62,327 | 65,335 |
| 10 | 60,970 | 64,620 | 68,111 |
| 11 | 63,997 | 66,998 | 71,002 |
| 12 | | 69,464 | 74,019 |
| 13 | | 72,017 | 77,162 |
| 14 | | 74,668 | 80,440 |
| 15 | | 77,415 | 83,857 |

Note: An employee at the maximum step of the 2013-14 MA column shall receive an off schedule increase of 3.7% (\$88,588) in 2014-15 and 2.3% in 2015-16 (\$90,626)

APPENDIX B

**BLUECARE BASIC POS \$3,000-\$6,000 DEDUCTIBLE
\$30 / \$45 OV COPAYMENT**



BlueCare POS is a point-of-service (POS) plan that features a primary care physician (PCP) who works with you to coordinate your health care. PCP referrals are not required to receive care from a specialist provider.

| COST SHARE PROVISIONS | In-Network Member pays: | Out-of-Network Member pays: |
|--|------------------------------------|--|
| Office Visit (OV) Copayment | \$30 per visit | Deductible & Coinsurance |
| Specialist Visit (SV) Copayment | \$45 per visit | Deductible & Coinsurance |
| Inpatient Hospital/Outpatient Surgery Calendar Year Deductible | \$3,000 / \$6,000 | Deductible & Coinsurance |
| Urgent Care (UR) Copayment | \$75 | Not Covered |
| Emergency Room (ER) Copayment - waived if admitted | \$150 | \$150 |
| Calendar Year Deductible (individual/2+ member family) | Not Applicable | \$4,000/\$8,000 |
| Coinsurance | | 30% after deductible up to |
| Coinurance Maximum (individual/2+ member family) | | \$4,000/\$8,000 |
| Cost Share Maximum (individual/2+ member family) | | \$8,000/\$16,000 |
| Lifetime Maximum | Unlimited | Unlimited |
| PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits | | |
| Well child care | | Not Covered |
| Birth to 12 years | No Charge | |
| All others | No Charge | Deductible & Coinsurance |
| Periodic, routine health examinations | No Charge | |
| Routine OB/GYN visits | No Charge | |
| Mammography | No Charge | |
| Hearing screening | No Charge | |
| MEDICAL CARE | | |
| Office visits | | Deductible & Coinsurance |
| PCP | OV Copayment | |
| Specialist | SV Copayment | |
| Outpatient mental health & substance abuse | SV Copayment | |
| <i>Prior authorization required</i> | | |
| OB/GYN care | SV Copayment | |
| Surgical fees of a Physician or Surgeon | OV/SV Copayment* | |
| Maternity care - initial visit subject to copayment, no charge thereafter | SV Copayment | |
| Diagnostic lab | | |
| - In an outpatient hospital setting | OV Copayment | |
| - In an office or reference laboratory | No Charge | |
| Diagnostic x-ray | OV/SV Copayment* | |
| High-cost outpatient diagnostic - prior authorization required | \$75 Copayment per service | |
| <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> | (See note) | |
| Note: \$375 Copayment Maximum per Member per Calendar Year | | |
| Allergy services | | |
| Office visits/testing | SV Copayment | |
| Injections-80 visits in 1 year | \$25 Copayment | |
| HOSPITAL CARE - Prior authorization required | | |
| Semi-private room (General/Medical/Surgical/Maternity) | No charge after deductible | Deductible & Coinsurance |
| Inpatient mental health & substance abuse | No charge after deductible | |
| Skilled nursing facility - up to 90 days per calendar year | No charge after deductible | |
| Rehabilitative services - up to 60 days per person per calendar year | No charge after deductible | |
| Outpatient surgery - in a hospital | No charge after deductible | |
| Ambulatory surgery - in other than a hospital setting | No charge after deductible | Deductible & Coinsurance |
| Walk-in centers | OV Copayment | |
| Urgent care - at participating centers only | UR Copayment | |
| Ambulance | No Charge | Not Covered |
| | | No Charge |

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EMERGENCY CARE

| | In-Network Member pays: | Out-of-Network Member pays: |
|---|----------------------------|--------------------------------|
| Walk-in centers | OV Copayment | Deductible & Coinsurance |
| Urgent care - at participating centers only | UR Copayment | Not Covered |
| Emergency care - copayment waived if admitted | ER Copayment | ER Copayment |
| Ambulance | No Charge | No Charge |

VISION CARE

| Vision exam - one every 12 months | \$20 Copayment | Charges in excess of the out-of-network fee schedule |
|---|---|--|
| Standard Plastic Lenses - once every 24 months** | \$20 Copayment | |
| Frames - once every 24 months | Charges in excess of maximum payable amount | |
| \$120.00 maximum when the provider is in-network | | |
| Contact lenses - once every 24 months** | | |
| Elective - \$103.00 maximum when provider is in-network (in lieu of frames/lens) Non-Elective - Paid in full when provider is in-network; \$210.00 maximum when provider is out-of-network | | |

OTHER HEALTH CARE

| | | |
|--|----------------------|--------------------------------------|
| Outpatient rehabilitative services - Prior authorization required after the first visit for PT and OT 90 combined visit maximum for PT, OT and ST and 20 visit maximum for Chiro. per calendar year | SV Copayment | Deductible & Coinsurance |
| Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year | 50% | Deductible & 50% Coinsurance |
| Diabetic supplies, drugs & equipment Diabetic drugs are covered at in-network benefit level | 50% | |
| Infertility services - prior authorization required Some restrictions may apply | Applicable Copayment | Deductible & Coinsurance |
| Home health care 100 visit limit per member per calendar year | OV Copayment | \$50 Deductible & 20% Coinsurance |

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

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

Adult Exams

- * 1 exam every year, ages 22 +

Mammography

- * 1 baseline screening, ages 35 - 39
- * 1 screening per year, ages 40+
- * Additional exams when medically necessary

Vision Exams: 1 exam every 7 calendar years

Hearing Exams: 1 exam per calendar year

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- * In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- * Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- * Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- * For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.
- * Copayment depends on if the provider is a PCP or Specialist. The SV Copayment applies to Diagnostic x-ray in an outpatient hospital setting.
- ** Lens or contact benefit may be used once every 24 months

In accordance with the Health and Safety Code, Anthem Blue Cross and Blue Shield is a member of the Anthem Health Plan, Inc. in accordance with the Health and Safety Code and the Health and Safety Code of the State of California, and the Health and Safety Code of the State of California.



This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your BlueCare POS Health Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details:

Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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

Please refer to the SpecialOffers@anthem brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

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

Non-GP
Effective 1/1/12

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