

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**MADISON BOARD OF EDUCATION**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES  
UNION**

**Madison Association of Educational  
Supportive Services (MAESS)  
Local 424 - Unit 120**

**JULY 1, 2019 – JUNE 30, 2022**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Madison Board of Education (hereinafter referred to as the “Board”) and the Madison Association of Educational Supportive Services (hereinafter referred to as the “Association”) and the United Public Service Employees Union (UPSEU), Local 424 – Unit 120 (hereinafter referred to as the “Union”).

## **DEFINITIONS**

The following meanings shall be understood as used in this Agreement unless otherwise stated:

1. Days: Days that the Central Office is scheduled to be open.
2. Classification: A Level in a Strand as defined by a Job Description.
3. Fiscal year: July 1 through June 30.
4. Layoff: Elimination of a position due to lack of work or lack of funds.
5. Superintendent: The Superintendent of Schools, Acting Superintendent of Schools, or designee.

## **ARTICLE I**

### **Recognition**

The Board of Education recognizes the Madison Association of Educational Supportive Services (MAESS) / United Public Service Employees Union (UPSEU), Local 424 – Unit 120 (hereinafter referred to as the “Union”) as the exclusive collective bargaining agent for all employees of the Board of Education engaged in clerical, secretarial, or bookkeeping work; student supervising, instructional, technological or library paraeducator work; nursing and school health service paraeducator work in the public school system of Madison, except the Administrative Assistant for School Personnel, Administrative Assistant to the Superintendent, the Administrative Assistant to the Assistant Superintendent, Administrative Assistant for Special Education and the Administrative Assistant for Fiscal/Personnel Services (or as referenced on the organizational chart) for the purposes of, and with all the rights and privileges as provided by the Connecticut General Statutes Revision of 1958 Sections 7-467 through 7-477 as amended, having been designated as the exclusive representative pursuant to an agreement between the Board and the Association executed on April 1, 1980.

## ARTICLE II

### Non-Discrimination

The parties agree not to discriminate as prohibited by law in this Agreement on account of race, religion, creed, color, sex, age, marital status, sexual orientation, country of ancestral origin, status as a qualified person with a disability, place of residence, Association activity, Association membership or non-Association membership. Further, the parties agree not to harass any employee, person seeking employment or Association membership on the basis of sex.

## ARTICLE III

### Association Security

A. Each employee in the bargaining unit has the right to become a member, or refrain from being a member of the Association. The Association/Union keeps on file with the Board a Notice of Participation in Union membership for newly hired employees. This notice shall be a part of the initial employment package provided by the Board.

B. The Board shall provide the Association/Union in writing via email within ten (10) days of the employee's start date the following information as it relates to new hires: (1) first and last name; (2) work location/department; (3) pay rate; (4) work phone number; (5) work email address; and (6) home address.

The Association / Union shall be provided an opportunity to meet with new employees during the course of any employee orientation program for new employees. Where such an orientation program does not exist, the Association/Union may meet with the new employees during the first month of a new hire's appointment on an employee's unpaid time. However, for employees who have a paid lunch, the Association/Union may meet with those employees during their lunch period.

C. The Board agrees to a system of deduction of dues from the employee's wages through payroll deductions. The Association/Union shall notify the Superintendent by July 1, of each year with respect to dates and amounts of withholdings. Such withholdings are to be transmitted to the Madison Association of Educational Supportive Services.

D. The Board shall provide the Unit President of the Association with a list of all members of the Association no later than the first paycheck in October of each school year and an amended list within one month of any changes in said list.

E. The Association/Union shall indemnify and hold the Board of Education, the Board's members, agents and employees harmless from any and all demands, suits, complaints, claims and liabilities, including reasonable attorney's fees, arising out of the administration or enforcement of this Article as long as they are acting in conformity with this article.

## ARTICLE IV

### **Board of Education Rights and Responsibilities**

This Agreement recognizes the responsibilities of the Madison Board of Education as prescribed by the Connecticut General Statutes, sections 10-220 and 10-221 on file in the Central Office. Subject to the provisions of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to supervise, terminate, layoff and furlough employees and manage the Madison Public Schools and its supportive services staff under governing law, ordinances, rules and regulations – Municipal, State and Federal.

## ARTICLE V

### **Organization Activities and Use of School Facilities**

A. The Association/Union shall have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association/Union will be required to pay for any additional custodial costs involved by reason of said meetings.

B. There will be one bulletin board in each school building and the central office location in the Madison Public Schools district, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars and other Association/Union materials. The Board may remove any materials posted on the Union bulletin board that the Board deems to be inappropriate, and will give notice to the Union if such material is removed. The Association/Union may call meetings in each school before or after normal school hours whenever necessary, providing such meetings do not conflict with other scheduled school activities or programs.

C. The officers and membership of the Association may engage in Association business during working hours with administrative permission only.

D. Neither the Association/Union, its members, or any member of the bargaining unit shall engage in, support, condone or encourage any strike, slow down, work stoppage or refusal to render services to the Madison Board of Education, its members, agents and employees to the extent as prohibited by law. The Madison Board of Education shall not lockout its employees.

## ARTICLE VI

### **Negotiation**

A. This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered by this Agreement, unless otherwise provided herein.

B. If any portion of the Agreement is ruled invalid by a court of competent legal jurisdiction for any reason, the remainder of the Agreement is to remain in force and effect.

## ARTICLE VII

### Grievance Procedure

#### A. Purpose

The purpose of the procedure is to secure, at the lowest possible administration level, equitable solutions to problems which may arise affecting the welfare or working conditions of the members of the Association. Both parties agree that proceedings shall be kept as confidential as is appropriate.

#### B. Definitions:

1. "Grievance" shall mean a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. "Grievant" shall mean any member of the bargaining unit, or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.
3. "Board" shall mean the Board, or a committee comprised of three (3) members of the Board, at the Board's option.
4. "Days" shall be defined as grievant's contractual work calendar day.

#### C. Time Limits:

1. Since it is important that grievances 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.
2. If a grievance is not filed in writing within fifteen (15) days after the grievant knew or 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 at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by an administrator or the Board to render a decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievant shall proceed to the next level, within the specified time limits.

**D. Procedure:**

**1. Level One – School Principal/ Appropriate Administrator**

(a) If the grievant feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

(b) If the grievant is not satisfied with such disposition of the matter, he/she shall have the right to have the Association/Union assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

(c) If the grievant is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal within fifteen (15) days (or such period as mutually agreed upon in writing), after the employee knew or should have known of the event or condition giving rise to the grievance.

(d) The principal shall, within ten (10) days (or such period as mutually agreed upon in writing) of the filing of the grievance in writing, provide the grievant with a written answer to the grievance with a copy to the Association/Union.

**2. Level Two – Superintendent of Schools**

(a) If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days after receipt of the decision at Level One, file a written grievance with the Superintendent of Schools.

(b) The Superintendent shall, within five (5) days after receipt of the referral, meet with the grievant and with representatives of the Association/Union for the purpose of resolving the grievance. Either the Board or the Association/Union may, at their own option, keep a full and accurate record of the hearing.

(c) The Superintendent shall, within five (5) days after the hearing, render a decision and the reasons therefore in writing to the grievant, with a copy to the Association/Union.

**3. Level Three – Board of Education**

(a) If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within seven (7) days after receipt of the decision, submit the grievance to the Board.

(b) The Board shall, within twenty (20) days after receipt of the grievance, meet with the grievant and with representatives of the Association/Union for the purposes of resolving the grievance. Either the Board or the Association/Union may, at their own option, keep a full and accurate record of the hearing.



(c) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Association/Union.

#### **4. Level Four – Arbitration**

(a) The Association may, within ten (10) days after receipt of the Board's decision, submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.

(b) The arbitrator shall, after the hearing, render a decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning, and conclusions. Such decision shall be final and binding on all parties.

(c) The arbitrator shall have no authority to add to, subtract from or in any way modify the terms of this Agreement and shall make the appropriate compensatory awards when necessary. The decision of the arbitrator shall be final and binding.

(d) The cost of the arbitrator's fee shall be borne equally by the Board and the Association.

#### **E. Group Grievance**

If, in the judgment of the Association/Union, a grievance affects a group or classification of employees represented by the Association/Union, the Unit President may submit such a grievance in writing to the appropriate administrator with a copy to the Superintendent of the Madison Public Schools. A hearing shall be held within fifteen (15) days of its filing with the Superintendent. If the grievance is not resolved between the Association/Union and the Superintendent within ten (10) days after the hearing, the parties agree to immediately proceed to level 3 of the aforementioned grievance procedure as outlined in paragraph D. 3 above.

No Association grievance shall be heard unless at least one (1) of the aggrieved employees represented by the Association/Union shall request that such a grievance be heard.

#### **F. Rights of the Members of the Association/Union to Representation**

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reasons of participation.

2. Any grievant may be represented at Levels One, Two and Three of the grievance procedure by the General Counsel of the Association/Union or an Association/Union representative of his/her own choosing. When a grievant is not represented by the

Association/Union, the Association/Union shall be immediately notified and have the right to be present and to state its view at all stages of the procedure.

3. In the event that the Association's/Union's legal representative is of the opinion that the grievance is without merit, the Association shall not be required to process the matter for them. There shall be no liability imposed upon the Association/Union or the Board as a result of this decision.

**G. Miscellaneous**

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

2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association/Union and made available through the Association/Union so as to facilitate operation of the grievance procedure.

3. If the grievance occurs as the result of an action by one other than the employee's immediate supervisor or affects a group or class of employees, the grievance may be processed at the level at which it occurs, using the time periods and procedures set forth at Section C.2 of this Article.

4. Disputes not covered by the provisions of this Agreement shall only be considered up through Level Three of the Grievance Procedure. In such cases the decision of the Board shall be final and binding.

5. The Superintendent and/or the Board shall have the right to file a grievance in writing with the Association and such grievance shall thereafter be processed in accordance with Level Two and following steps of the Grievance Procedure. In the event a grievance filed by the Superintendent and/or the Board is submitted to arbitration, the arbitrator's fee shall be borne equally by the Board and the Association.

6. The Settlement Agreement entitled MPP12,156 (sic) MPP12,256, dated August 17, 1989 is hereby considered null and void with respect to the creation of new positions which the Board may consider within the scope of the Recognition Clause but outside the bargaining unit. Any disputes concerning same will be governed by the grievance procedure outlined in this Agreement and state law.

**ARTICLE VIII**

**Employment Regulations**

**A. Selection**

The Superintendent shall be responsible for the selection, employment, duties and transfer of all supportive services personnel. It shall be established policy to secure the most competent candidates. All openings for positions will be posted as provided in ARTICLE VIII. F.1. of this Agreement. All Association/Union employees applying for a

position posted will be guaranteed an interview; however, an Association/Union employee will only be interviewed one time at a given school location even if they apply for multiple position postings within the same classification, during the same posting period, at said school. If, in the Superintendent's judgment, two candidates are equally qualified, employees of the Association/Union will be given preference in hiring. The members who applied shall be notified of the hiring decision in writing, no later than five (5) days from the decision, with a copy of the decision sent to MAESS leadership.

## **B. Job Description**

1. At the time of employment, a job description will be given to the employee. A complete compilation of job descriptions for all positions is on file in the Superintendent's office for the perusal of all employees. Job descriptions should be referred to in considering other positions in the school system for transfer or promotions. Job descriptions will be upgraded every five (5) years and as needed. Members of the Association will have the opportunity to participate in the updating of all job descriptions, as well as the process chosen to effectuate said update.

## **C. Performance Evaluation**

### **1. Purpose of Evaluation**

To provide a process by which each employee of MAESS is evaluated for purposes of professional growth and development and job performance and overall job performance.

### **2. Scope of Evaluation**

The performance evaluation process shall apply to both permanent and probation period MAESS employees.

### **3. Objectives of Performance Evaluations**

- To establish performance goals and plans to correct performance shortcomings and to develop further performance strengths.
- To enhance individual employee performance and ensure effective overall operation of the workplace, the school, and organization.
- To document performance in areas of responsibility included in the job description and the general performance expectations for all employees.

### **4. Performance Expectations**

Specific job responsibilities and expectations, included in the employee's job description, shall serve as the basis for the performance evaluation. Performance in the job shall be described in terms of general expectations delineated on the evaluation form.

## **5. Procedure for Performance Evaluation**

1. Each evaluator shall be responsible for initiating the performance evaluation process at the beginning of the evaluation cycle; evaluator and employee shall be responsible for meeting with each other to establish goals for the school year and to review both the specific and general expectations for performance.
2. Each evaluator shall also be responsible for observing and monitoring the performance of the employee; each employee shall be responsible for fulfilling the duties of his/her job, meeting the general expectations for performance, and achieving the goals.
3. The performance evaluation cycle for full-year employees shall be scheduled from July 1–June 30; the performance evaluation cycle for extended-year and school-year employees shall begin on the first workday of the school year and end on the last workday of the school year.
4. A midyear conference with the evaluator to review performance and progress on goals shall occur between January 1 and February 15 of each school year and end on the last workday of the school year for all MAESS employees.
5. Newly-hired employees shall be evaluated on the 45<sup>th</sup> school day and 90<sup>th</sup> school day during the probation period, beginning on the first workday following hiring and ending on the 90<sup>th</sup> school day following hiring.
6. Performance evaluation forms shall be used for recording data on the employee's performance at the beginning (goal setting) and at the end of the evaluation cycle; a mid-year performance evaluation form may also be developed in special circumstances.
7. Performance appraisal forms shall be reviewed by the next level of management before the evaluator may discuss and review the performance appraisal with the employee.
8. The evaluator shall conduct an end-of-the-year collaborative conference with the employee to discuss the contents of the performance evaluation form and to prepare preliminary performance goals for the next evaluation cycle. The evaluator will make all reasonable efforts to complete the evaluation at least two weeks prior to the end of the school year.
9. Both the employee and the evaluator must sign the evaluation form to signify that there has been a formal evaluation conference. The employee's signature merely reflects that the evaluation has been read by the employee and discussed with him/her. The employee's signature does not necessarily reflect his/her agreement with the substance of the evaluation. The employee may submit written comments pertaining to the evaluation.
10. No material derogatory to an employee's conduct, service, character or personality will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. An employee may challenge, in writing, the accuracy and/or authenticity of any material in said file and attach same to said file.

11. The employee will receive a copy of the performance evaluation report and the original will be placed in his/her personnel file, which is maintained in the district office.

12. In most cases, the principal will make the evaluation of all supportive services personnel in his/her building with assistance from supervisory personnel; however, program coordinators and specialists may be assigned primary evaluation duties.

13. Upon receipt of a written request to the Director of Human Resources, an employee shall be allowed to review the contents of his/her personnel file. In addition, said employee shall be entitled to a complete copy of said personnel file at no cost to the employee. Excluded from this provision shall be references and information obtained in the process of evaluating the employee for employment.

#### **D. Probation**

All appointments shall be subject to a probationary period of ninety (90) continuous school days. Prior to the end of the probationary period, the employee's immediate supervisor shall make an evaluation and submit a written report to the Superintendent, containing a recommendation for permanent consideration or dismissal based on his/her performance during the probationary period. Dismissal during the probationary period shall be at the discretion of the Superintendent and shall not be grievable.

#### **E. Layoff Policy**

1. "Seniority" is defined as the most recent period of continuous employment with the bargaining unit in the work covered by this Agreement. Seniority shall begin upon successful completion of the probationary period and shall be counted from the date of receipt of Notice of Participation by the Association/Union and continue uninterrupted during absences due to illness, injuries, vacations and any leave granted under any provisions of this Agreement.

2. In the event that layoffs become necessary, the following procedure will be used via certified, receipt requested mail from the Superintendent:

(a) The least senior employee in the affected position will be laid off.

(b) If another position is available in the same job description classification, the displaced employee will be offered the open position if he/she is qualified.

(c) If an open position in the same job description classification does not exist, the displaced employee shall be offered the position of the employee who has the least seniority in his/her classification, if the displaced employee is qualified.

(d) If a displaced employee is ineligible for another position pursuant to subsections (b) and (c) above, the Board shall offer him/her the option to fill an open position which exists at a lower classification than his/her present classification if the employee is qualified to perform the work.

(e) If the displaced employee is ineligible for a position as set forth in subsection (d) above, he/she shall be offered the position of the employee who has the least seniority in the classification lower than his/her present classification if the employee is qualified to perform the work.

(f) Notice of layoffs to employees shall be given no later than ten (10) days prior to the effective date of the layoff.

(g) Under ordinary circumstances, an employee who wishes to exercise his/her rights under subsection 2 of this Article, must notify the Superintendent, in writing, within ten (10) days after he/she receives written notice.

3. A laid off employee shall be placed on a recall list for a period not to exceed one eighteen months from the date of layoff. When employees are to be recalled, the first to be recalled within classification shall be those last laid off within classification if, in the opinion of the Board, the employee is qualified to perform the work. Employees who are laid off under this policy shall have recall rights as follows:

(a) No person shall be newly employed to any classification until notification has been given to those on the recall list.

(b) All individuals on the recall list shall be notified, at their last known address, by certified mail, by the Superintendent that a position exists. This notification shall occur the same day a position vacancy is posted.

(c) Those receiving certified notification of a vacancy shall respond, in writing, within ten (10) days of the posting to the Superintendent of the desire to be considered for the posted position. An employee's response in which the employee refuses to accept the position shall not affect the employee's recall rights.

(d) All employees on the recall list who, in a timely fashion, express a desire for employment consideration to a vacant position shall be given the option of working in the vacant position, if, in the opinion of the Board, the employee is qualified to perform the work.

4. An employee recalled and reinstated to his/her former position shall receive his/her former rate of pay in addition to any wage increases which were applied to his/her former classification and step during the period he/she was on the recall list. Accumulated sick leave benefits by the employee prior to his/her layoff shall be restored upon re-employment.

5. The laid-off employee shall be responsible for advising the administration of his/her location and availability should his/her address change after layoff.

6. In applying the layoff, bumping and recall provisions of this Section E, layoffs bumping and recall shall be made within specific job descriptions/positions (e.g.,

Instructional ParaEducator versus Health ParaEducator) where different positions exist within pay grades, and not simply on the basis of pay grade (i.e., ParaEducator II).

7. In applying the bumping provisions of Section 2, above, an employee seeking to bump another employee must be qualified to perform the job functions of the position occupied by the employee to be bumped, without training or break in period. Qualifications shall be determined on the basis of prior satisfactory performance in the position in to which the employee seeks to bump. Training and qualifications from other school districts may also be considered when determining if one employee is eligible to bump another employee. No employee employed under a one year contract may bump another employee.

**F. Vacancies, Postings, New Positions, Position Upgrades, Reassignments, Transfers and Job Classifications**

**1. Vacancies, Posting and New Positions**

When a position is open within a job classification covered by this Agreement, all employees shall be notified of said openings by a posting of the position in all public schools throughout the Town and a copy sent to the Association/Union Unit President(s) at least five (5) days before the closing of the posting.

**2. Position Upgrades**

An employee may be upgraded to a higher job classification. When an employee's position is upgraded to a higher job classification, the employee is to be placed in the appropriate level of the new job classification which assures a minimum of a 5% hourly rate increase. Employees requesting a position upgrade should follow the regulations described in Article VIII, Section N of this contract.

**3. Assignment/Transfer of ParaEducators**

Paraeducators shall be assigned and reassigned within a school by the school principal on the basis of the instructional and program needs of the students. Assignments shall be determined at the beginning of the school year or during the year as student need dictates. Reassignment shall mean placement at a different grade level of a different program within a school for those normally assigned to one school. Notice of reassignment shall be given to the paraeducator as soon as practicable and under normal circumstances not later than July 1.

Paraeducators shall be transferred between and among schools by the Superintendent on the basis of the instructional and program needs of the students. Assignments shall normally be determined at the beginning of the school year; however, as student need dictates, may occur during the school year. Transfers shall mean placement at a different academic grade level or a different program in another school. Notice of transfer shall be given to the paraeducators as soon as practicable and under normal circumstances not later than July 1.

#### **4. Transfers**

If any employee transfers or is transferred to a position at a different classification, the employee shall be placed on the same level of the new classification as the level from where the employee was transferred.

Whenever an employee is assigned to another classification for which he/she is qualified and which has a higher rate of pay and the assignment occurs for more than five (5) days, the employee shall be placed at the same level as that from where the employee was assigned.

#### **5. Job Classification**

For purposes of this Section F, the term classification or job classification means the following:

Executive Secretary  
General Secretary  
General Secretary (Central Office Receptionist)  
Assistant Secretary

Paraeducator 1  
Paraeducator 2  
Paraeducator 3

School RN  
School LPN

#### **G. Resignation**

Any employee covered by this Agreement who voluntarily resigns his/her position with the Madison Public School System shall be required to give at least two (2) weeks' notice, in writing, to the Superintendent of Schools of said intention to resign. For the purpose of this Article, two (2) weeks shall be defined as ten (10) working days.

#### **H. Terms of Employment – Miscellaneous**

1. The hours per day and number of days of employment for bargaining unit positions shall be in accordance with the following schedule. The hours of work and number of days for each position shall be established by the Board on an annual basis prior to the start of the school year.



<u>Position</u>	<u>Hours per day</u>	<u>Days per year</u>
Assistant Secretary	4-8	at 185
General Secretary	6-7.5 4-8 for new hires after 7/1/04	up to 262
General Secretary (Central Office Receptionist)	7.5	260-262
Executive Secretary	8 6-8 for new hires after 7/1/04	260-262
Paraeducator 1	2-4	at 183
Paraeducator 2	2.5-6.5	up to 186 <sup>1</sup>
Paraeducator 3	5-7 3-6.5 for new hires after 7/1/04	up to 195
Paraeducator 3 (Technical Support Specialist) <sup>2</sup>	5-8	up to 262
School LPN	2-6	up to 183
School RN	5-8	up to 195

Days per year are subject to change pending Board approval of additional instructional and/or training days<sup>3</sup>.

2. Establishment of a work schedule for each employee will be made by the immediate supervisor and a written schedule will be filed with the Superintendent.

(a) Each work schedule shall include the start time for the workday, the time allocated for lunch and the dismissal time.

(b) Time allocated for lunch shall be duty-free and not considered part of the work day. Employees shall not be paid for duty-free lunch.

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<sup>1</sup> Indicates 183 student days plus 3 professional development days.

<sup>2</sup> Pursuant to the Memorandum of Agreement between the Board and the Union, the starting rate of the Technical Support Specialist is Level 7.

<sup>3</sup> The days reflected in this contract do not include Extended School Year (ESY) program days. However, ESY wages and stipends effective during the terms of this Collective Bargaining Agreement shall be consistent with wages and stipends contained herein.

(c) All nurses shall receive a thirty (30) minute paid working lunch period.

(d) All nurses shall receive six (6) paid prep days, which includes three (3) professional development days. The other three (3) prep days will be scheduled by the nurse subject to the approval of the Director of Special Education.

3. (a) "Temporary employees" are those employees who work no more than sixty (60) days in any one fiscal year. All temporary employees shall not be members of the Bargaining Unit. Any employee who works twenty (20) hours or more weekly for sixty (60) days or more in a fiscal year shall be considered a non-temporary employee, eligible for membership in the Bargaining Unit. However, Association President(s) shall be notified immediately of such hirings including name, job location, work duties and date of hire.

(b) When a position is vacant due to a MAESS employee's having been granted a leave of absence, the person granted the leave remains a bargaining unit member. The substitute filling such a position in the absence of a MAESS member does not become a bargaining unit member. If the substitute is later appointed to fill that position on a regular basis, she/he then becomes a unit member and her/his date of hire will be considered as the date she/he first worked for the Board of Education in that position. If the substitute worked for over three months in that position then the probationary period will be waived.

4. Work week for purposes of this Collective Bargaining Agreement shall be Sunday through Saturday.

5. To the extent the Board of Education employs one on one Special Assignment ParaEducators for children with special needs, all but not to exceed six would be classified as regular employees. Any Special Assignment ParaEducator employed in addition to the maximum of six regular Special Assignment ParaEducators will be employed on a year to year contract basis. This section shall not be construed as creating any obligation on the Board of Education to employ any Special Assignment ParaEducators: i.e. it is not a minimum manning clause nor is it a guarantee of work or pay.

## **I. School Closings, Cancellations, Delays**

1. In the event of school cancellation, employees shall not report to work unless specifically requested by the Superintendent to do so. Forty-hour employees and the Central Office Receptionist shall report to work unless the Superintendent declares that offices are closed. In the event that schools are closed and forty-hour and the Central Office Receptionist employees feel travel is unsafe the following options may be used to categorize the absence created by the above circumstance:

1. Floating Holiday
2. Vacation Day
3. Personal Day
4. Leave Without Pay

2. When school is dismissed early on a regularly scheduled day before a holiday, all employees shall be released no later than one hour after the school's closing or after the students have left if the employee's responsibilities are tied to supervising students' departure, whichever occurs earlier, without loss of pay. This type of early dismissal will be designated in the school calendar. Employees' lunch breaks will not be shortened on these early dismissal days.

Early dismissal days are scheduled work days under Article VIII, Section H. On early dismissal days for teacher professional development/workshops, the Board or the Superintendent may require employees to work their full work day. Employees will receive notice of any such day in advance. If an employee is not required to work the full day, they will have the option of working their full work day or leaving at the student early dismissal time. If an employee leaves at the student early dismissal time, the employee will only be compensated for hours worked.

3. In the event of an early school closing due to an emergency, Bargaining Unit Members whose duties are tied directly to the presence of students, shall be released no later than one hour after the school's closing or after the students have left if the employees' responsibilities are tied to supervising students' departures, whichever occurs earlier, without loss of pay. If the Superintendent requires the facility to be closed, all other employees will be released early without loss of pay. It is understood that the Superintendent may adjust the schedule of any and all employees depending upon circumstances such as weather, building conditions, school bus transportation, and road conditions or for any other reason deemed necessary by the Superintendent.

4. (a) In the event of a delayed opening due to a school/building safety issue, Bargaining Unit Members assigned to that building involved shall not report to work until the building condition is corrected. In the event of a delayed opening due to weather, employees shall report to work at the delayed opening time. Forty-hour employees and the Central Office Receptionist will make every effort to report to work on time.

(b) In the event an employee is delayed from reporting to work on time he/she may report to work without loss of pay or other penalty up to the delayed opening time. In such cases, the employee is required to call his/her supervisor no later than the regularly scheduled report time to confirm his/her expected delay. It is expressly understood that circumstances contributing to excessive late arrivals after regularly scheduled reporting time may be investigated and abuses under this provision may result in employee discipline.

**J.** Each employee is required to submit a signed time sheet, or management required record of hours worked, every two (2) weeks.

**K. ParaEducator – Extra Duties and Assignments**

1. Paraeducators should not be required to assume duties and responsibilities of a classroom without a teacher present for an extended period of time. Therefore, every reasonable effort should be made by the school principal to avoid situations where paraeducators are to cover for an absent teacher. Reasonable effort shall include attempts to secure a substitute teacher and/or attempts to use teachers on staff to cover for the absent teacher. In recognition of the fact that paraeducators are sometimes required to substitute, the following shall apply:

(a) While substituting for a teacher attending a SST, PPT, TEAM (Teacher Education and Mentor Program) or 504 meeting for less than one hour, paraprofessionals shall not receive additional compensation. If coverage extends beyond one hour, in one work day, then they shall be compensated at the rate of \$12.00 per hour above their regular rate of pay; except that extra compensation at the high school level shall be payable only to the extent that the coverage extends beyond one full class period. This rate will be \$13.00 per hour effective July 1, 2021.

(b) In the event that a teacher is absent from class and no substitute teacher or other teacher is available, then a paraprofessional substituting in the classroom shall be paid at the rate of \$12.00 per hour above their regular rate of pay for the entire school day, which is that of a certified teacher. This rate will be \$13.00 per hour effective July 1, 2021.

2. Instructional ParaEducators and other Bargaining Unit Members may be asked to assist with extracurricular events outside the normal working hours of that member. The selection of the member(s) to assist during these events will be done by the school principal or designated administrator. In events that extend or occur outside the normal working hours of the MAESS member the following compensation plan will be in effect:

(a) Bargaining Unit Members working in excess of ten (10) hours per day will be paid their normal day's wages plus a \$50.00 stipend per day.

(b) Bargaining Unit Members assisting in events which hours, when added to their normally scheduled hours totals less than ten (10) hours, will be paid on an hourly basis.

3. Extra duty assignments for each school shall be posted for one week and if more than one qualified and/ or certified MAESS member applies, such assignments shall be granted on a rotating basis.

4. Any paraeducator specifically assigned to the position ABA ParaEducator by the written directive of the Director of Special Education, shall for the duration of said assignment receive an hourly stipend of \$3.80 per hour above his/her paraeducator wage

rate for each hour actually worked performing ABA paraeducator services. This rate will be \$3.95 per hour effective July 1, 2021.

5. The salary for Behavioral Technicians shall be that of a Paraeducator II, plus an additional hourly rate of \$3.25/hour. This rate will be \$3.40 per hour effective July 1, 2021

These positions will be considered one-year positions only and the continuation of such positions shall be subject to the Board's discretion considering but not limited to available funds and/or identified student needs.

6. Those paraeducators (including Pre-School Paraeducators) who are assigned students requiring consistent daily personal hygiene care outside of what is developmentally appropriate for the student's age as identified by an IEP, 504 plan or by the Special Education Director, will receive a \$500 annual stipend effective July 1, 2019. This stipend will be paid annually the last pay date June.

7. All Madison School nurses who possess and maintain a NCSN/CSN certification shall receive a stipend of \$250 per year the last pay period in June. It is understood that notwithstanding the reference to NCSN and CSN, only one stipend shall be payable to any nurse.

8. Any ParaEducator who is fulfilling Behavior Technician duties shall be compensated at the Behavior Technician hourly stipend.

#### **L. Discharge and Discipline of Employees**

Employees shall be discharged or disciplined only for just cause. The discharge or written warning of any employee, except a probationary employee, may be considered a grievance to be dealt with in accordance with the grievance and arbitration provisions of this Agreement.

1. All disciplines must be given in writing with reasons stated and a copy given to the employee and the Association / Union at the time of the suspension or discharge.

2. Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. Disciplinary action normally shall follow in this order:

- a. Verbal Warning;
- b. Written Warning;
- c. Suspension Without Pay;
- d. Discharge, except that demotion or transfer may be offered in lieu of discharge.

3. Any employee who has been disciplined or discharged and is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages.

**M. Physical Examinations**

Each new employee shall be required to have a pre-employment physical examination in accordance with Board policy, the results of which shall be kept in the examining physician's confidential files. The results of said examination will be reported to the Superintendent of Schools in accordance with Board policy. The physical exam will be given by a physician of the employee's choice in the fields of internal medicine, adolescent medicine, or general practice. The Board will pay the cost of the required physical up to a maximum of \$100.00 upon proof of compliance.

**N. Change of Classification**

All requests for change of classification will be considered by a committee consisting of the Superintendent, the building administrator, the individual involved and one other members of the Association. This committee will meet prior to November 1, or by mutual agreement, and will forward recommendations to the Board for reclassification within twenty (20) working days. The Board shall meet and decide same within twenty (20) working days following receipt of said recommendations.

**O. Paraeducator Qualifications**

On or before June 8, 2006, all Paraeducators shall meet one of the following requirements:

- Have two years of college credit; or
- Hold an associates (or higher) degree; or
- Pass a State Board of Education adopted Paraeducator Assessment which assesses content knowledge in mathematics, reading and writing and an understanding of how to assist in the instruction of these topics.

The Board may in its sole discretion adopt and/or modify such requirements as it deems necessary to comply with No Child Left Behind.

**ARTICLE IX**

**Leave Provisions**

A Request for Leave Form must be completed for any of the following leaves, except sick leave. Days are non-cumulative, unless otherwise stated.

## **A. Sick Leave**

Illness leave, or sick day leave is defined as a working day that is taken by the employee by reason of that employee's physical/psychological inability to perform his/her professional services on that particular day or to care for an ill family member. Illness leave is to be used only for the purpose of compensating an employee who is unable to perform his/her work duties because of his/her illness which requires him/her to stay home or seek medical treatment.

Forty-hour employees and Central Office Receptionist shall receive fifteen (15) days of sick leave with pay annually. Thirty-hour employees hired on or after 7/1/98 shall receive ten (10) days of sick leave with pay per school year: those hired before 7/1/98 shall receive fifteen (15) days of sick leave. Unused sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

Employees who work up to twenty-nine hours per week shall receive seven (7) days of sick leave with pay per year. Unused sick leave shall accumulate to a maximum of seventy-five (75) days.

Temporary employees receive no sick leave.

Sick leave must be taken in increments of at least one-half (1/2) days, except that employees may take up to one (1) day of sick leave in one-quarter (1/4) day increments. However, sick leave taken for illness of a family member may be limited to two days per year in one-half (1/2) day increments.

All bargaining unit members in the Madison School System shall have the right to use their annual sick leave commencing with the first day of the work year.

## **B. Association / Union Leave**

1. The Board agrees to allow the Unit President of the Association/Union or his/her representative a leave up to a maximum of two (2) working days in a school year to attend workshops and/or conferences related to Association responsibilities. Said leave shall be without pay or at the employee's option with accrued personal or vacation leave pay. A reasonable notice shall be given in writing to the Superintendent.

2. The Board recognizes that classified personnel may need training in new procedures and techniques or in the utilization of new equipment in order to more effectively fulfill their responsibilities. Building principals and/or the Central Office shall consider the training needs of classified personnel when developing the staff development and in-service needs, plans and budget.

## **C. Compassionate Leave**

Certain circumstances may warrant granting special leave, with or without pay, to employees. Requests for such leave shall be presented to the school principal who will make a

recommendation to the Superintendent based on the guidelines for approval of leaves of absence as determined by the Board policy.

Approval for such leaves shall be at the discretion of the Superintendent after consideration of the leave request and review of the Board's policy.

#### **D. Pregnancy Disability and Maternity Leave**

Appropriately filed pregnancy leave requests will be granted approval by the Superintendent. Pregnancy disability and leave provisions will be in accordance with Connecticut General Statute 46a-60(7)(9)(10) as amended.

1. Employees must notify the Superintendent as soon as they are aware of the pregnancy so that arrangements may be made to staff the school properly. Notice to the Superintendent must be accompanied by a statement from the employee's physician indicating the expected date of birth.
2. A recommended starting date of pregnancy leave shall be indicated in the physician's statement to the Superintendent. Insofar as possible, the Board will grant leaves effective on the date recommended. A subsequent request by an employee for a change in the recommended date must be supported by her physician's statement which indicates the desirability for such change.
3. Pregnancy leave shall terminate when in the opinion of her physician, by written statement to the Superintendent, the employee is capable of resuming her full-time duties. The effective date of reassignment to full-time duties will be at the discretion of the Superintendent, taking into consideration the needs of students and the effective operation or administration of the school program.
4. All employees on maternity leave must apply for reinstatement within eighteen (18) months of the date the pregnancy leave commenced. Failure to do so shall be considered a resignation. Any employee on maternity leave who applies for reinstatement by March 1<sup>st</sup> shall be reinstated by September of that calendar year; however, the employment rights of bargaining unit members under Article VIII shall neither be diminished nor expanded as a result of an employee's right to maternity leave reinstatement.
5. Accumulated Illness or Incapacity Leave (sick leave), as of the effective starting date of pregnancy leave, may be charged against pregnancy leave time. Employees choosing to use sick leave will receive her full wages and fringe benefits for the period equal to the accumulated Illness or Incapacity Leave. After accumulated Illness or Incapacity Leave has been exhausted employees will continue on maternity leave without wages or fringe benefits paid by the Madison Board of Education. Employees choosing not to use accumulated sick leave for maternity leave will be without wages or fringe benefits paid by the Board for the entire length of the leave.



6. Upon return to work at the termination of pregnancy or maternity leave, an employee will be placed at the hourly rate effective at the time of the commencement of the leave, provided she returns during the same school year in which leave commenced. If the employee returns to full-time duties in a subsequent year, she will be placed at the hourly rate she would have had if she had not taken the leave, provided that she worked at least 50% of the year in which the leave commenced. If the employee worked less than 50% of the year in which the leave commenced, she will be placed at the hourly wage rate effective at the time that the leave commenced. Benefits accumulated at the commencement of the leave, and not used during the leave period, shall be credited to the employee when she returns from leave.

7. The Board shall not be liable for any injuries suffered by a pregnant employee or the unborn child unless the Board has allowed the employee to continue to work following receipt of a physician's statement stating that the employee should be placed on a leave of absence for physical reasons. This clause shall not abrogate the rights of any employee under the law or other provision of this Agreement.

#### **E. Family and Medical Leave**

Employees are eligible for Family and Medical Leave under the terms, conditions, and limitations authorized or prescribed by applicable state and federal statutes and Board's current Family and Medical Leave Policy. Leaves or other periods of absence provided for under this labor contract, Board policies or otherwise, which are taken for reasons that fall under the Family and Medical Leave Act shall run concurrently with, and be counted toward an employee's Family and Medical Leave Act entitlement. Employees may opt not to use vacation leave in lieu of unpaid FMLA leave subject to review by the Board.

#### **F. Religious Leave**

Special consideration will be granted by the Superintendent for observance of a religious holiday upon request. Such leave shall be granted without pay unless the employee chooses to use a personal day or a vacation day.

#### **G. Personal Leave**

1. All employees shall receive two (2) days with pay for personal reasons. A personal day is defined as a leave day needed to attend to personal business which cannot be reasonably completed outside of school hours or during a regularly scheduled school vacation or summer break.

2. Whenever practicable, the request for the personal time off will be filed with the principal at least 48 hours prior to the time requested, but in any event all applications for such leaves shall be in writing. Personal leaves shall not normally be requested as part of a vacation or taken one day prior to a vacation or holiday or the day following a vacation or holiday. In unusual circumstances where the provisions hereof cannot be met, the Superintendent may waive the conditions hereof.

**H. Jury Duty**

Employees called (not volunteering) to jury duty will receive the necessary leave to fulfill their civic obligation. The employee shall receive a rate of pay equal to the difference between the jury fee and the daily wages.

**I. Bereavement Leave**

1. All employees shall be granted a leave of absence not to exceed five (5) school days immediately following the death of a wife, husband, father, mother, brother, sister, child, mother-in-law or father-in-law; and a leave of absence not to exceed one (1) school day immediately following the death of a brother-in-law, sister-in-law or grandparents. Such leave shall be with pay.

2. Time off to attend the funeral of other family members or close friends shall be granted. Such leave shall be with pay not to exceed one (1) day, except at the discretion of the Superintendent.

**J.** Unless otherwise provided by law, all leaves set forth in this Article IX and available to employees who start subsequent to the beginning of a work year, shall be prorated for the first year of employment, except for funeral leave.

**ARTICLE X**

**Holidays**

The Board agrees to and guarantees the following holidays:

**A.** Forty-hour employees and the Central Office Receptionist shall receive the following holidays:

- |                        |  |
|------------------------|--|
| Independence Day       | New Year's Eve   |
| Labor Day              | New Year's Day   |
| Thanksgiving Day       | Martin Luther King Day   |
| Day after Thanksgiving | President's Day  |
| Christmas Eve          | Good Friday  |
| Christmas Day          | Memorial Day   |
|                        | 3 Floating Holidays (to be scheduled<br>by mutual agreement between<br>administrator and employee) |

**B.** Whenever a holiday falls on a Saturday or Sunday and such holiday will not be celebrated on a work day preceding or following said holiday, bargaining unit members shall be granted a compensatory day off which shall be scheduled by the Superintendent.

C. Holidays for which an employee has qualified which fall during a period of covered sick leave shall be paid for as holiday pay and not charged against the employee's sick leave account.

D. When a holiday falls during a vacation period, the holiday will not be charged as a vacation day.

E. Employees shall not be eligible for holiday time off nor holiday pay for holidays which fall prior to an employee's first day of employment.

F. The day after Thanksgiving shall be a paid holiday for school year employees with ten (10) completed calendar years or more of service, which must be completed as of July 1<sup>st</sup> annually.

## ARTICLE XI

### Vacations

A. All forty-hour employees and the Central Office Receptionist in their first year of employment will receive 5/6 of one day's paid vacation for each month of service from date of hire to June 30 of the current year. All other MAESS employees shall not be eligible for vacation benefits.

B. All forty-hour employees and the Central Office Receptionist are eligible for and will receive accrued paid vacation time for each month of employment per the following schedule:

<u>Months of Continuous Employment</u>	<u>Vacation Time Accrual Factor</u>
1 – 59 months	.83 days per month
60 – 83 months	1.25 days per month
84 – 107 months	1.34 days per month
108 – 131 months	1.42 days per month
132 – 155 months	1.50 days per month
156 – 179 months	1.59 days per month
180 or more months	1.67 days per month

For purposes of calculating years of service under this Agreement for purposes of calculating vacation and longevity, the year of advancement frozen under the 2010-2011 Collective Bargaining Agreement as it applied to vacations and longevity, will now be added onto eligible members years of service for computing vacation and longevity.

C. Vacation time accrued by forty-hour employees and the Central Office Receptionist may be taken after the first six (6) months of the first year of continuous employment for the school district. A forty-hour employee may carry forward, on their service anniversary date, up to twenty-four (24) months of accrued vacation time per the applicable accrual rate as stated in Paragraph B.

D. Forty-hour employees and the Central Office Receptionist who are eligible for vacation time upon termination or retirement shall receive payment for vacation time accrued but not taken as of the termination or retirement date.

E. Vacations shall be scheduled by mutual agreement between the administrator and the employee.

F. Employees being transferred from being a thirty-hour employee to a forty-hour or the Central Office Receptionist employee shall begin earning vacation benefits as a forty-hour employee. Continuous service time shall be counted from date of hire by the Board.

## ARTICLE XII

### Insurance Benefits

Effective July 1, 2019, the Board shall pay the cost of all insurance coverages or their equivalent except that each employee shall contribute to the premium (by equal payroll deductions), as set forth below:

	LIFE	LTD	HDHP (HSA)	DENTAL
EE	0%	100%	17.5%	17.5%
EE+1	----	---	17.5%	100% (Dependent)
Family	---	---	17.5%	100% (Dependent)

Effective July 1, 2020, the Board shall pay the cost of all insurance coverages or their equivalent except that each employee shall contribute to the premium (by equal payroll deductions), as set forth below:

	LIFE	LTD	HDHP (HSA)	DENTAL
EE	0%	100%	18.0%	18.0%
EE+1	----	---	18.0%	100% (Dependent)
Family	---	---	18.0%	100% (Dependent)

Effective July 1, 2021, the Board shall pay the cost of all insurance coverages or their equivalent except that each employee shall contribute to the premium (by equal payroll deductions), as set forth below:

	LIFE	LTD	HDHP (HSA)	DENTAL
EE	0%	100%	19.0%	19.0%
EE+1	----	---	19.0%	100% (Dependent)
Family	---	---	19.0%	100% (Dependent)

HDHP/HSA Plan:

The High Deductible Health Plan shall be the only health insurance plan for all employees.

- \$2000/\$4000 Deductible
- Post deductible: 100% medical in-network and 70% medical out-of-network; RX: \$10/\$25/\$40
- HSA Contribution: 50%
- Funding: 50% of the 50% Board funding on or about September 1 and March 1.
- Out of Pocket Max: \$3,000/\$6,000  
Out of Network: \$4,000/\$8,000  
Combined no more than \$5,000/\$10,000
- Employees enrolled in HDHP but not eligible to participate in the HSA (for example due to Medicare enrollment or those receiving medical services under or through the VA), may continue in the HDHP without any Board contribution into the HSA. However, the HDHP premium cost share shall be reduced by the dollar value of what the Board would otherwise have contributed into the HSA, but not to exceed the dollar value of the premium cost share.

Employees who are scheduled to work less than thirty (30) hours per week and whose actual hours do not total thirty (30) hours or more on a regular basis are not entitled to health and/or life insurance benefits; except that employees scheduled to work and who do work 25 hours or more on a regular basis are entitled to life insurance benefit.

The Board shall have the right to change and/or select insurance carriers other than those referred to herein or to self-insure in whole or in part. For this purpose, the term equivalent means similar in form and function and substantially equal in benefit coverage for members of the bargaining unit when the old plan/coverage is compared to the new plan/coverage as a whole. Any dispute regarding the change shall be resolved through the grievance procedure at the Arbitration Level prior to implementation of any such change. If the bargaining unit wishes to arbitrate the implementation of any such change, notice to do so must be given to the Board of

Education and the American Arbitration Association within ten (10) days of the notification. Any such arbitration shall be expedited.

In the event that the working rates for a fiscal year increase in an amount that exceeds twenty percent (20%) of the working rates then in effect, or by mutual agreement of the parties, the Board will investigate alternative forms of insurance. At such time, a District-wide Committee, which shall include two (2) members of the Association/Union, will be formed for this purpose. The Board of Education will notify the bargaining unit of any proposed change at least sixty (60) days before implementation of the change.

B. Employees who work thirty (30) hours or more per week during their regular work schedule may participate in coverage under the following insurance plans, or their equivalent:

1 The Board of Education HDHP health insurance plan as more fully described in Appendix B

2 Blue Cross Full Service Plan for Dental Care with Rider A and C for each bargaining unit member only. Family membership may be secured at the expense of the bargaining unit member.

3. Life Insurance: \$50,000.00 for such employees (eligibility is 25 hours or more per week).

C. Association/Union members may elect to participate in the long term disability insurance plan as offered by the Board at the Association/Union member's expense. All application and payroll withholding forms must be properly completed in conjunction with the policies of the insurance carrier and the Board.

D. Any employee who, has alternative employment based health insurance coverage elsewhere, and who at the time of employment or before the first day of the school year, elects in writing not to participate in all the insurance plans listed in Section B (1) through (4) of this Article shall receive, in lieu thereof, a total payment in the amount of \$700 (individual coverage); \$900 (individual plus one); or \$1,200 (family), to be paid in two equal installments, provided the individual is employed by the Board on that date:

1. First Installment, 50 per cent, payable the last day of the second pay period in December.

2. Second Installment, 50 per cent, payable the last day of the last pay period in June.

3. Employees hired after the beginning of the fiscal year electing not to participate in the insurance program shall receive a pro-rated amount.

This waiver option is not available to any employee whose alternative coverage is or becomes a pre-existing condition insurance plan, high risk pool or insurance exchange, such that or as to

whom the waiver would expose the Board to any liability for reimbursement or payment of insurance claims to such PCIP, high risk pool or insurance exchange.

E. Members of the bargaining unit retiring under the provisions of the pension plan and between the ages of 55 and 65 may continue in the Health Insurance group plans of the Board of Education at the member's expense to the extent allowed by the carrier. When a retiree, becomes eligible for Medicare Part A all coverages will cease. In lieu of the Board's plan a Medicare Supplement Plan will be offered to the retiree. The member's expense will be the cost of these insurance benefits for the member to the Board of Education.

F. Employees on the payroll as of June 1, 1993 and who are currently eligible to receive the insurance benefits set forth in Sections A and B, above, shall continue to be eligible for such benefits if their scheduled hours per week are reduced to below thirty (30) by action of the Board.

Employees hired subsequent to June 1, 1993 shall not be eligible to receive the insurance benefits set forth herein if their job either at time of hire or due to subsequent reduction of hours, is less than thirty (30) hours per week.

### **ARTICLE XIII**

#### **Overtime and Weekend/Holiday Pay**

A. Employees shall be compensated for all assigned work, including work outside of regular assigned hours, as follows:

1. Straight time will be paid for all hours worked up to and including forty (40) hours in a single work week.
2. All work performed in excess of forty (40) hours in a single work week shall be paid at one and one-half (1-1/2) times the regular straight time rate.

B. All work performed on weekends and holidays shall be paid at one and one-half (1-1/2) times the regular straight time rates.

C. All overtime must be previously authorized by the Superintendent or building administrator.

### **ARTICLE XIV**

#### **Retirement Plan**

A. All employees who work thirty hours per week are eligible to participate in the Town of Madison Pension Plan, pursuant to the terms of that plan.

B. The Board of Education will pay the entire cost of the Pension Plan for eligible employees. It is non-contributory.

C. To apply for benefits, an eligible employee should make application at least one month prior to the date of his/her retirement.

D. The Board shall provide a copy of said Pension Plan for any employee covered by this Agreement, on request. Said Pension Plan is also posted on the Board of Education's/ Town website: [www.madison.k12.ct.us](http://www.madison.k12.ct.us).

E. Employees hired on or after the ratification of the 2019-2022 contract shall not be eligible for participation in the Defined Benefit Pension as provided by the Town of Madison, but will instead be eligible to participate in a Defined Contribution Plan established by the Board.

The employees shall be automatically enrolled in the Defined Contribution Plan and required to contribute at least three percent (3%) of base annual income, but may contribute up to the maximum amount allowed by law. The Town shall match employee's contributions on a dollar for dollar basis up to a maximum of six percent (6%) of the employee's base annual income. Employees are immediately vested in their own contributions to the Defined Contribution Plan. However, employees are only vested in the Board matching contributions after five (5) years of employment. If an employee leaves employment prior to reaching five (5) years, the Board matching contributions revert back to the Board. Employees may elect, in writing, to opt out from participation in the Defined Contribution Plan.

Employees shall not be eligible to take a loan from their Defined Contribution Plan. If the Board changes administrators of the plan, the parties shall engage in impact bargaining upon request of the Association/Union.

## ARTICLE XV

### **Workers' Compensation**

Whenever a member of the bargaining unit is absent from school as a result of injury or assault arising out of and in the course of his/her employment and for which workers' compensation benefits for temporary disability are due and payable, he/she shall be paid his/her full net hourly wage rate for the period of such absence less the amount of the workers' compensation for said period up to a maximum of one (1) year. Such absence will not be charged to his/her annual or accumulated sick leave.

## ARTICLE XVI

### **Rate Schedule**

A. Hourly rates for all classifications covered by this Agreement are set forth in the Appendix attached to the Agreement and made a part hereof.



Effective July 1, 2011 the hourly rate schedule in Appendix A shall reflect the hourly rates for each position.

B. Wage notifications are distributed to each employee prior to the first day of July, providing negotiations have been completed. However, wage notifications for one-on-one assignments shall be distributed as soon as practicable, but in no event later than 2 weeks prior to the start of school.

C. In addition, a longevity differential for service in Madison will be paid annually as follows:

1. Employees hired before July 1, 2001 shall be entitled to the following:

After 8 years	\$ 400
After 10 years	\$ 600
After 15 years	\$ 700
After 20 years	\$ 800
After 25 years	\$1,000

2. Employees hired on or after July 1, 2001 shall be paid the following longevity:

After 5 years -	\$500
After 10 years -	\$700
After 15 years -	\$900

Longevity will be paid in two installments. The first Installment will be the last day of the second pay period in December and the second Installment will be the last day of the last pay period in June.

“Service in Madison” within the meaning of Section C will only mean employment as members of the bargaining unit represented by MAESS.

“Years of Service” within the meaning of Section C will only mean a school year of service in employment within the scope of the MAESS bargaining unit and in which school year the employee has worked a minimum of 500 hours.

Employees transferring from positions of less than 500 hours per year to 500 or more hours per year shall receive a partial credit for the years in service of less than 500 hours by totaling all of their hours worked in the consecutive years of less than 500 hours and dividing those hours by 500 (number of hours of consecutive employment / 500 = years of longevity credit toward differential).

For purposes of determining eligibility for longevity, the first year of service shall be no less than 500 hours. The longevity period must consist of consecutive years of service averaging 500 hours per year.

For purposes of calculating years of service under this Agreement for purposes of calculating vacation and longevity, the year of advancement frozen under the 2010-2011 Collective Bargaining Agreement as it applied to vacations and longevity, will now be added onto eligible members years of service for computing vacation and longevity.

## **ARTICLE XVII**

### **Duration**

- A. This Agreement shall take effect on upon ratification of the parties and remain in full force until the thirtieth day of June, 20122.
- B. This Agreement shall not be altered, amended or changed except in writing, signed by both the Board of Education and the MAESS Association/Union, which amendment shall be appended hereto and become a part thereof.
- C. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days before expiration hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS \_\_\_\_\_ DAY OF OCTOBER, 2019

MADISON BOARD OF  
EDUCATION

MADISON ASSOCIATION OF  
EDUCATIONAL SUPPORTIVE  
SERVICES, M.A.E.S.S./UPSEU

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

BY: \_\_\_\_\_

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

**APPENDIX A**

**2019-2022 WAGE SCHEDULE**

<b>Assistant Secretary</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$14.98	\$15.13	\$15.53	
1	\$15.30	\$15.45	\$15.86	\$16.02
2	\$15.65	\$15.81	\$16.23	\$16.39
3	\$16.02	\$16.18	\$16.61	\$16.78
4	\$16.42	\$16.58	\$17.02	\$17.19
5	\$16.82	\$16.99	\$17.44	\$17.61
6	\$17.43	\$17.89	\$18.36	\$18.85
7	\$19.28	\$19.79	\$20.31	\$20.85

<b>General Secretary</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$16.43	\$16.59	\$17.03	
1	\$16.78	\$16.95	\$17.40	\$17.57
2	\$17.16	\$17.33	\$17.79	\$17.97
3	\$17.56	\$17.74	\$18.21	\$18.39
4	\$18.00	\$18.18	\$18.66	\$18.85
5	\$18.45	\$ 18.63	\$19.12	\$19.31
6	\$19.06	\$19.57	\$20.09	\$20.62
7	\$26.26	\$26.96	\$27.67	\$28.40

<b>Central Office Receptionist</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$18.46	\$18.64	\$19.13	
1	\$18.87	\$19.06	\$19.57	\$19.77
2	\$19.29	\$19.48	\$20.00	\$20.20
3	\$19.74	\$19.94	\$20.47	\$20.67
4	\$20.24	\$20.44	\$20.98	\$21.19
5	\$20.73	\$20.94	\$21.49	\$21.70
6	\$23.00	\$23.61	\$24.24	\$24.88

<b>Executive Secretary</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$20.49	\$20.69	\$21.24	
1	\$20.94	\$21.15	\$21.71	\$21.93
2	\$21.40	\$21.61	\$22.19	\$22.41
3	\$21.90	\$22.12	\$22.71	\$22.93
4	\$22.44	\$22.66	\$23.27	\$23.50
5	\$23.01	\$23.24	\$23.86	\$24.09
6	\$26.92	\$27.63	\$28.36	\$29.11
7	\$28.25	\$29.00	\$29.77	\$30.56

<b>Paraprofessional I</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$12.34	\$12.46	\$12.79	
1	\$12.61	\$12.74	\$13.08	\$13.21
2	\$12.89	\$13.02	\$13.37	\$13.50
3	\$13.19	\$13.32	\$13.67	\$13.81
4	\$13.53	\$13.67	\$14.03	\$14.17
5	\$13.86	\$14.00	\$14.37	\$14.51
6	\$20.17	\$20.70	\$21.25	\$21.81

<b>Paraeducator II</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$14.77	\$14.92	\$15.32	
1	\$15.10	\$15.25	\$15.65	\$15.81
2	\$15.43	\$15.58	\$15.99	\$16.15
3	\$15.79	\$15.95	\$16.37	\$16.53
4	\$16.19	\$16.35	\$16.78	\$16.95
5	\$16.59	\$16.76	\$17.20	\$17.37
6	\$17.13	\$17.58	\$18.05	\$18.53
7	\$18.12	\$18.60	\$19.09	\$19.60
8	\$18.99	\$19.49	\$20.01	\$20.54
9	\$21.45	\$22.02	\$22.60	\$23.20
10	\$23.77	\$24.40	\$25.05	\$25.71

<b>Paraprofessional III</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$15.00	\$15.15	\$15.55	
1	\$15.32	\$15.47	\$15.88	\$16.04
2	\$15.67	\$15.83	\$16.25	\$16.41
3	\$16.04	\$16.20	\$16.63	\$16.80
4	\$16.44	\$16.60	\$17.04	\$17.21
5	\$16.85	\$17.02	\$17.47	\$17.64
6	\$17.40	\$17.86	\$18.33	\$18.82
7	\$20.10	\$20.63	\$21.18	\$21.74
8	\$24.07	\$24.71	\$25.36	\$26.03

<b>School Nurse - RN</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$32.22	\$32.54	\$33.40	
1	\$32.85	\$33.18	\$34.06	\$34.40
2	\$33.53	\$33.87	\$34.77	\$35.12
3	\$34.23	\$34.57	\$35.49	\$35.84
4	\$35.01	\$35.36	\$36.30	\$36.66
5	\$35.80	\$36.16	\$37.12	\$37.49
6	\$36.89	\$37.87	\$38.87	\$39.90
7	\$40.78	\$41.86	\$42.97	\$44.11

<b>School Nurse - LPN</b>				
	2018-19	2019-20	2020-21	2021-22
Entry	\$22.44	\$22.66	\$23.26	
1	\$22.94	\$23.17	\$23.78	\$24.02
2	\$23.45	\$23.68	\$24.31	\$24.55
3	\$23.99	\$24.23	\$24.87	\$25.12
4	\$24.60	\$24.85	\$25.51	\$25.77
5	\$25.20	\$25.45	\$26.12	\$26.38

2019-2020: Step Movement for employees who are at Step 5 or below plus a 1% GWI; No Step Movement Step 6 or above, but a 2.65% GWI  
2020-2021: No Step Movement for any employees but a 2.65% GWI  
2021-2022: Step Movement for employees who are at Step 5 or below plus a 1% GWI; No Step Movement Step 6 or above, but at 2.65% GWI

Note: the entry level wage rate is dropped from the wage schedules for 2021-2022 (as reflected above)

## APPENDIX B

### HSA PLAN



## Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

### Your Lumenos HSA Plan

**First** – Use your HSA to pay for covered services:

#### Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

#### Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:  
\$3,350 individual coverage  
\$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

#### Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

#### Earn Rewards

##### If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

##### You can earn:

Up to \$200  
Up to \$150  
Up to \$300

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

**Plus** – To help you stay healthy, use:

#### Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

#### Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

**Then** –

#### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

**Health Account + Bridge = Deductible**

#### Bridge

Your Bridge responsibility will vary.

#### Annual Deductible Responsibility In Network and Out of Network Providers

\$2,000 individual coverage  
\$4,000 family coverage

**If Needed** –

#### Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

#### Traditional Health Coverage

##### After your bridge, the plan pays:

100% for in-network providers      70% for out-of-network providers

#### Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

#### Annual Out-of-Pocket Maximum

In-Network Providers	Out-of-Network Providers
\$ 3,000 individual coverage	\$ 5,000 individual coverage
\$ 6,000 family coverage	\$10,000 family coverage

The In-Network and Out-of-Network Out-of-Pocket Maximums cross accumulate. Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

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# Lumenos HSA Plan Summary

## Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

## Summary of Covered Services

### Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

**Office Visits** through age 18; including preventive vision exams.

**Screening Tests** for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

#### Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

#### Adult Preventive Care

**Office Visits** after age 18; including preventive vision exams.

**Screening Tests** for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

#### Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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# Lumenos HSA Plan Summary

## Summary of Covered Services (Continued)

### Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

\* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

### Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)

Retail (30 day supply)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$10 Tier 1 copayment
\$25 Tier 2 copayment	\$50 Tier 2 copayment
\$40 Tier 3 copayment	\$80 Tier 3 copayment

\* For the out-of-network benefit, refer to the Traditional Health Coverage section.

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.

If you have questions, please call toll-free 1-888-224-4896.

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## Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

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