

AGREEMENT BETWEEN

The Board of School Directors
Of the
Central York School District

AND

Central York Educational Support
Personnel Association
ESPA/PSEA/NEA

July 1, 2022

through

June 30, 2023

AGREEMENT
BETWEEN
THE BOARD OF SCHOOL DIRECTORS
of the
CENTRAL YORK SCHOOL DISTRICT
and
CENTRAL YORK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
ESPA/PSEA/NEA

2022-2023

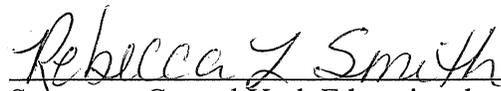
Agreement made and entered into by and between the Board of Directors of the Central York School District and the Central York Educational Support Personnel Association.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals this 12th day of September, 2022.



President, Central York Educational
Support Personnel Association

Attested:

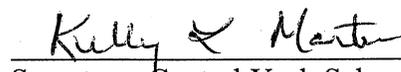


Secretary, Central York Educational
Support Personnel Association



President, Central York School District
Board of Directors

Attested:



Secretary, Central York School District
Board of Directors

ARTICLE I - RECOGNITION

The Central York Educational Support Personnel Association/ESPA/PSEA/NEA, hereafter called the Association, is hereby recognized by the Central York School District, hereafter called the Employer, as the exclusive bargaining representative for the full-time and regular part-time nonprofessional employees including but not limited to custodial employees, maintenance employees, assistants, clerical workers, secretaries, technology support specialists, and cafeteria employees; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act, operating under rules and regulations of the Central York School District.

ARTICLE II - DURATION

Except as otherwise provided herein, the provisions of this Agreement shall become effective on July 1, 2022, and shall continue in effect until June 30, 2023.

ARTICLE III - LOCKOUT AND STRIKE PROHIBITION

Both parties agree to faithfully abide by the provisions of the Public Employee Relations Act (Act 195). As a condition of the various provisions of this Agreement to which parties have agreed, the Employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of the Agreement; and the Association pledges that the members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of alleged grievances arising out of the interpretation of the terms of this Agreement is appropriate and therefore provide for the following grievance procedure:

A.

Step I-A: Informal. Person or persons initiating the alleged grievance may discuss the alleged grievance with their immediate supervisor within fifteen (15) working days after its occurrence in an attempt to resolve the matter informally at this level.

Step I-B: Formal. If, as a result of Step I-A, the matter is not resolved satisfactorily, or if the person or persons do not wish to utilize Step I-A, the person or persons initiating the alleged grievance shall present the alleged grievance, in writing and on a form provided by the employer, to their immediate supervisor within ten (10) working days after its occurrence.

The immediate supervisor shall reply in writing to the alleged grievance within five (5) working days after the initial presentation of the alleged grievance.

Step II: If the action in Step I-B fails to resolve the alleged grievance to the satisfaction of the affected parties, the alleged grievance shall be referred to the Superintendent within five (5) working days.

Step III: If the action in Step II fails to resolve the alleged grievance to the satisfaction of the affected parties within five (5) working days, the alleged grievance shall be referred to the Board of School Directors at the next official meeting.

Step IV: If the action in Step III fails to resolve the alleged grievance to the satisfaction of the Association, the alleged grievance may be referred to binding arbitration as provided in Section 903 of Act 195.

If the alleged grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of School Directors in Step IV shall be final.

Working days, as defined in the Grievance Procedure, shall mean weekdays, excluding Saturday, Sunday and scheduled holidays.

ARTICLE V - DISCHARGE, DEMOTION AND SUSPENSION

A. The Employer shall not discharge, demote or suspend any employee without just cause; just cause shall include, but not be limited to, immorality, incompetence, intemperance, cruelty, persistent negligence, mental derangement, willful violation of local, state or federal laws, or insubordination. An employee with or without his representative may appeal a discharge, demotion or suspension directly to the Superintendent; if the employee is not satisfied with the resolution of the appeal of the discharge, demotion or suspension by the Superintendent, such resolution may then be appealed to the Board of School Directors.

B. During the period of the appeal of a discharge, demotion or suspension without pay, the earnings of an employee shall accrue and should the charges against him be dismissed and/or the period of suspension without pay reduced, any accrued earnings shall be paid to said employee.

C. Every new employee shall be subject to a probationary period of 60 working days, and the provision of Article IV, Section A, shall not be applicable during this period.

ARTICLE VI - SICK LEAVE OR DISABILITY LEAVE

A. Sick Leave Days: Employees shall earn one (1) day of sick leave for each full month of service, including any period of paid (but not unpaid) leave of absence. Six (6) such days shall be credited to each employee as of July 1 and January 1 of each year. For employees scheduled for less than twelve (12) months work, their sick days balance shall be credited January 1 of each year. New employees shall be credited with sick leave, on a prorated basis, on the first day of the month following their employment. Upon termination of employment for any reason, the employee's sick leave account shall be adjusted to reflect actual leave earned; in the event an employee has used any sick leave which was not earned, compensation for such leave shall be deducted from the employee's last pay. Unused sick leave shall accumulate annually without limitation.

B. Notification of Accumulated Sick Leave: The employer shall annually provide each employee with a written accounting of accumulated sick leave.

C. Leave of Absence for Sickness or Disability: An employee who is certified by the Employer's medical examiner as being unable to work because of personal illness or disability and who has exhausted all available sick leave shall be granted a leave of absence without pay for the duration of such illness or disability or for one (1) year, whichever is less. No employee benefits, with the exception of seniority, shall accrue or continue in effect while said employee is on leave of absence for sickness or disability. The Employer is not required to grant a leave of absence nor grant payment of sick leave to an employee whose illness or disability is the result of said employee being engaged in remunerative work unrelated to school district duties.

D. Certificate of Sickness: A "Physician's Certificate of Illness or Injury" form, provided by the employer, will be required for all days of absence due to sickness for an absence of three (3) or more consecutive work days. The employer may require such a Certificate for less than three (3) consecutive days of absence if the employer believes the employee is abusing sick leave. This Certificate completed by a physician, will certify that the employee was unable to perform his or her duty during the period of absence, as authorized by Section 1154 of the school Code. If such Certificate is not filed within five (5) days after returning to work following the sickness, a payroll deduction will be made equal to the number of days missed.

E. Reporting Absence From Work: The procedure for requesting sick leave shall be established before the opening in-service and shall be clearly communicated, in writing, to all staff before the first instructional day. Changes in this procedure shall be similarly communicated in a timely manner.

F. Job Related Disability: An employee who sustains an injury resulting directly from employment with the Employer, as a result of which he is disabled, if so determined by a decision issued under the operation of the Worker's Compensation program, shall be paid the difference between the benefits to which he is entitled under Worker's Compensation and his regular salary for a period of one (1) year or for the duration of said disability, whichever is less, up to a maximum of \$5,600, after which any such difference may, at the employee's discretion, be charged against sick leave on a prorated basis. No sick leave shall accrue while an employee is on Worker's Compensation.

G. Regular Part-time Employees: For regular part-time employees, a "day" of sick leave, for purposes of paragraph A above, shall mean an equivalent work day based upon the work schedule in effect at the time the leave is earned; that is, an employee who regularly works four (4) hours per day earns one four (4) hour day of sick leave per month. Similarly, if such an employee's work schedule is subsequently changed, any accumulated sick leave shall be pro-rated in accordance with the new work schedule; that is, an employee who had worked four (4) hours per day for nine (9) months would have earned nine (9) four (4) hour days of sick leave or the equivalent of thirty-six (36) hours. If this employee begins working six (6) hour workdays, the accumulated sick leave would convert to six 6-hour days of sick leave.

H. Family Illness: Support staff employees may use up to the number of sick days they receive for the year (as defined in Article VI, Section A) as family illness leave. Family illness leave will be granted for illness, accident or serious medical crisis (including major surgery), involving a member of the employee's immediate household, a parent or dependent child of the

employee who lives outside the household. Where two people from the same family are employed by the Employer, only one employee may use family illness leave on any one day. The procedure for reporting off work shall be the same as that used when reporting off for the employee's personal use of sick leave. Family illness leave may not be taken in partial days unless an employee is unexpectedly called away from work due to family illness as defined by this paragraph.

I. Sick Leave Bank: The voluntary sick leave bank for members of the ESPA bargaining unit became effective January 1, 2013. Copies of the policy are available from the Association or Human Resources.

ARTICLE VII: TEMPORARY LEAVES

A. Personal Leave: Each employee shall be entitled to four (4) days of personal leave each year with no loss of pay. Employees may accumulate and carry forward to the next year a maximum of three (3) personal leave days such that they can accrue, at any one time, a total of seven (7) such days. For regular part-time employees, a "day" of personal leave shall mean an equivalent work day based upon the work schedule in effect at the time the leave is earned; in the event of a change in schedule, any accumulated personal leave shall be pro-rated in the same way as sick leave, set forth in Article VI, paragraph G above. Personal leave shall be subject to the following limitations:

1. Employees must give notice at least one (1) week in advance of the intention to use one (1) or two (2) consecutive days of personal leave and at least one (1) month in advance of the intention to use three (3), four (4), five (5), six (6), or seven (7) days of such leave. Notice shall be given to the immediate supervisor.

2. Personal leave will not be granted five (5) days prior to nor five (5) work days following the first pupil day or the last pupil day of the school term.

3. On work days when students are in attendance, no more than three (3) employees may be absent on the same day due to use of personal leave.

4. On work days when students are not scheduled to attend, no more than six (6) employees may be absent on the same day due to use of personal leave.

5. Requests for personal leave will be honored on a "first come, first approval" basis, subject to the foregoing restrictions.

6. School Year employees will be allowed to use two (2) of their personal days to be paid during district holidays.

If the personal leave request is of an emergency nature, limitations 1, 2, 3, and 4 listed above may be waived. Examples of personal leave days of an emergency nature are:

1. Serious illness in the family.

2. To extend Bereavement leave.
3. Urgent reasons that cannot be taken care of at another time and are of an unexpected nature.

4. Illness in cases where employees have exceeded sick leave benefits.

B. Legal Leaves: Employees may be granted leave necessary for appearance at any legal proceeding arising from their employment with the district.

C. Bereavement Leave:

1. Employees may be absent from work without loss of pay for up to three (3) days because of death in the immediate family. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home.

2. An employee may be absent on the day of the funeral of a near relative without loss of pay. A near relative is defined as a step-parent, step-child, step-sibling, first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

D. Jury Duty: Employees who are called for jury duty shall present evidence of such call to their immediate supervisor; employees shall be paid their regular wages while serving as jurors. Employees shall submit to the Business Office any payment received for jury duty, after deduction of any unreimbursed expenses which are documented with receipts.

E. Temporary Military Leave: Temporary leave will be granted to employees called into active duty with any unit of the U.S. Reserves or the Pennsylvania National Guard without pay.

F. Disability/Child Rearing Leave: Leave will be provided in accordance with the policy of the Board of School Directors.

G. Association Leave: One or more employees, as designated by the Association, shall be permitted to attend conferences, workshops or conventions of the PSEA and/or NEA for an aggregate of fifteen (15) work days without loss of pay, provided the Association reimburses the Employer for the prevailing cost of providing substitute employees for those days. No one employee may be absent for more than three (3) days for this purpose during any school year, with the exception of the President and Vice-President, who may be absent no more than five (5) days for this purpose during any school year.

ARTICLE VIII – HEALTH/LIFE BENEFITS

A. Health Benefits: The Employer will then begin to provide, in cooperation with its employees, a Qualified High-Deductible Health Plan (QHDHP) for all regular full-time employees

and for part-time employees who are regularly scheduled to work at least thirty (30) hours per week and at least nine (9) months per year. A Summary Plan Description for this QHDHP plan is attached as Appendix B-2, covering the period from July 1, 2022 through June 30, 2023.

B. Dental: The employer will provide, in cooperation with the employees, a program of dental benefits for all regular full-time employees and for part-time employees who are regularly scheduled to work at least thirty (30) hours per week and at least nine (9) months per year, and their dependents identical to those set forth in the Central York School District Plan of the Trust. The benefits shall include Basic, Supplemental Basic and Periodontal Coverage.

C. Life: The Employer will provide for group term life insurance with accidental death and dismemberment (A.D. & D.) benefits to employees in the amount of one-time Annual Salary rounded to the next highest \$1,000.

D. Employee Contribution: Employees enrolled in the plans set forth in Sections A and B shall contribute, on a monthly basis, via payroll deduction from each pay, a portion of the total cost of those benefits, as determined annually. Effective July 1, 2022 through June 30, 2023 each employee who desires the coverage set forth in Sections A and B shall contribute, via payroll deduction, ten (10%) percent of the cost for the specific level of coverage (single, employee and child, employee and children, spouse (eligible for other coverage), spouse (ineligible for other coverage)).

E. HEALTH SAVINGS ACCOUNTS

(1) Health Savings Account (HSA) funds may be used for the deductible and any qualified unreimbursed medical, dental, or vision expenses in compliance with applicable law. Effective January 1, 2019, for any employee electing coverage under the QHDHP plan, it is anticipated that the Employer will make contributions to each employee's Health Savings Account within fifteen (15) days of the dates indicated below, based on a \$1,500 individual or \$3,000 employee plus dependent(s) deductible amount:

September 1, 2022 - \$350 individual or \$700 employee plus dependent(s)
January 1, 2023 - \$1,050 individual or \$2,100 employee plus dependent(s)

(2) If the IRS changes the minimum deductible requirements for the QHDHP, the Employer will make HSA contributions equivalent to 70% of the minimum deductible amount for the duration of this contract.

(3) Newly hired employees will receive, in their first year of employment only, a total contribution to their Health Savings Accounts in the amount of 90% of the deductible amount in place at the time of their hire. If possible, this will occur on the same schedule of distribution as indicated above. This contribution will cover only the respective calendar year in which the employee is hired: 2022 or 2023.

(4) In addition to the Employer contributions listed above, employee contributions may be made into an employee's HSA at any time during the plan year via district payroll deductions, in-person deposits with the HSA account administrator, or via other means. Consult IRS Publication 969 for complete details on annual contributions, qualifying for an HSA, etc. at www.irs.gov.

(5) Any employee that moves from individual coverage to employee plus dependent(s) coverage as a result of a qualifying event will receive an additional prorated employer contribution into his or her Health Savings Account. Any employee that moves from employee plus dependent(s) to individual coverage as a result of a qualifying event will not lose any of the employer contribution into his or her Health Savings Account as once funds have been deposited into an account, they become the possession of the employee.

(6) If an eligible employee participating in the QHDHP does not meet the criteria for an HSA due to enrollment in Medicare, coverage in a non-qualified health plan, coverage under a spouse's employer-sponsored full-purpose FSA or full-purpose HRA, participation in Tri-Care, or the employee is considered a tax dependent of another, said employee will receive either taxable payment by the Employer on the same January 1 / September 1 schedule as detailed above, or may opt to have those amounts contributed to a 403(b).

(7) If an eligible employee participating in the QHDHP also wishes to participate in a health flexible spending account, he/she will be eligible to participate in only a limited purpose flexible spending account to cover unreimbursed dental and vision expenses only. Said eligible employee participating in the QHDHP, however, may participate in a dependent care flexible spending account to cover eligible child care and elder care expenses to the maximum extent permitted by law.

F. HEALTH COVERAGE FOR SPOUSES

a. Spouses of employees who are employed or self-employed and are eligible to obtain health coverage through that employment or self-employment can be covered by the District's plan but at increased rates of contribution by the employee, in addition to the ten (10%) percent contribution provided in Section D above. Effective January 1, 2019, the additional amount of contribution shall be \$250.00 per month for the duration of the Agreement.

b. Spouses who are not employed or self-employed or who are employed or self-employed but not eligible for health coverage through that employment or self-employment shall, along with the employee, complete and sign an Affidavit confirming that the spouse is either: (a) not employed or self-employed; or (b) employed or self-employed by an identified entity but not eligible for health benefits provided by that entity. The Affidavit shall include authorization for the District to verify any information provided in the Affidavit. The form of Affidavit is attached hereto as Appendix B-3.

c. Provided that it is consistent with applicable Internal Revenue Code and Regulations, said employee contributions shall be deducted from pay prior to withholding of Federal income tax.

G. EXCISE TAX AVOIDANCE

The parties agree that under no circumstances shall the District have an obligation to provide a plan of health benefits that would subject such plan to the Excise or “Cadillac” Tax provisions of the Patient Protection and Affordable Care Act (hereinafter “ACA”.) In the event the District’s actuarial consulting firm determines that the District may be subject to such provisions at a future date, the parties shall meet within thirty (30) days of such determination and negotiate plan design changes to the plan or plans then in effect, so as to avoid application of the Excise Tax. In the event the parties are unable to reach agreement on plan design changes necessary to avoid liability for the Excise Tax, the employees who are receiving health benefits that are subject to the Excise Tax shall bear the cost of such tax via payroll deduction.

H. VISION BENEFITS

The district will sponsor a vision insurance program for Employees. Participating employees will be responsible for all costs associated with the plan.

ARTICLE IX - PAID HOLIDAYS, VACATIONS, RETIREMENT ALLOWANCE

A. Paid Holidays: Regular full-time employees and part-time employees who are regularly scheduled to work at least twenty (20) hours per week for 12 months of the year will be granted the following holidays with pay if the holiday falls on a weekday:

New Year’s Day (January 1)
Good Friday
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Thanksgiving Holiday (Fourth Friday in November)
Day preceding Christmas (December 24)
Christmas Day (December 25)
Day preceding New Year’s Day (December 31)
Additional Holiday determined by Employer as follows:

2022 – 2023: July 5, 2022

In the event any holiday stated above falls on a Saturday or Sunday, the preceding Friday or following Monday will be granted as a holiday at the discretion of the Superintendent or the Superintendent’s designee.

Part-time employees who are not regularly scheduled to work at least twenty (20) hours per week and twelve (12) months per year shall be granted the following holidays, subject to the other provisions set forth above: Thanksgiving Day and Christmas Day.

B. Vacations:

1. Twelve-month employees who are regularly scheduled to work at least twenty (20) hours per week, having completed one (1) year of service in Central York School District, but less than seven (7) years of service, are entitled to ten (10) days of vacation with pay. Such employees with less than one (1) year of service will receive prorated vacation time, which shall be scheduled during the summer when school is not in session.

2. Such employees having completed seven (7) years but less than twelve (12) years of service in Central York School District are entitled to fifteen (15) days of vacation with pay.

3. Such employees shall receive an additional day of vacation for each complete year of service starting with the twelfth year as follows:

Year	Days of Vacation
12	16
13	17
14	18
15	19
16	20

4. Vacation time is predicated upon the completion of school year (s) during which it is earned.

5. Vacations may be requested throughout the school year (July 1 through June 30), but in no event may vacation be held over beyond each school year.

6. Any employee who is laid off or retires (and, if retiring, is eligible for superannuation retirement benefits under the Public School Employees Retirement System) shall receive prorated vacation time if the layoff or retirement occurs during the school year as defined above.

7. Employees entitled to ten (10) vacation days shall schedule at least five (5) of those days during the summer when school is not in session; and employees entitled to fifteen (15) or more vacation days shall schedule at least (10) of those days during the summer when school is not in session.

8. The appropriate administrator's recommendation and the Superintendent's approval shall be required for the scheduling of all vacation time.

9. Full Year employees will be paid out for up to five (5) unused vacation days.

C. Retirement Allowance for Unused Sick Leave: All regularly scheduled employees who retire from the district, after at least ten (10) years of service, shall be entitled to an allowance of thirty-five (\$35.00) dollars per day, subject to a maximum of one hundred forty (140) days (i.e., a maximum of \$4,900.00). The payment will be made to the employee at the first regular pay period following retirement. Retirement allowance for unused sick leave shall only be paid if the employee meets the requirements for retirement benefits as defined in the Public School Employees' Retirement System.

D. Continuation of Health Benefits: An employee who retires after twenty-five (25) or more years of service with the employer, shall be entitled to health benefits pursuant to Article VIII, Section A hereof (for the employee only--no dependent coverage) for one (1) year from the effective date of retirement. The cost of such benefits shall be paid by the employer except for any amount as to which the retired employee is eligible for reimbursement pursuant to the PSERS Health Insurance Premium Assistance Program (HIPAP).

ARTICLE X - OTHER CONDITIONS OF EMPLOYMENT

A. Request for Transfer: Requests by an employee for transfer to a different building or classification shall be made in writing, one copy of which shall be filed with the Association. The request shall set forth the reasons for transfer, the school or position sought, and the applicant's qualifications. Employees requesting transfer who have the ability to perform the work will be considered for the position.

B. Involuntary Transfer: No involuntary transfer of any employee from one classification to another shall be made by the Employer.

C. Seniority: Seniority is defined as the length of continuous service from the date of hiring. Seniority shall not be interrupted by a lay-off or furlough for two (2) years, provided the employee returned to work within five (5) days of notification to return to work. No benefits, other than seniority, will accrue or continue while on lay-off or furlough.

D. Lay-Off or Furloughs: Should a lay-off or furlough be necessary they shall be made in the inverse order of seniority within the employee's classification. Employees affected by lay-off or furlough who have the requisite seniority will have the right to bump back to positions or classifications previously held. Employees affected by lay-offs or furlough will be recalled to fill any vacancies within their classification within two (2) years of the date of lay-off.

E. Mileage Reimbursement: Employees who are required to use their private automobile to travel from school to school within the District shall be reimbursed at the rate established, from time to time, by the Internal Revenue Service. The employees shall complete the forms required by the Business Manager, and only administratively authorized travel shall be reimbursed.

Requests for reimbursement for travel allowance must be received by the Business Manager on or before the first day of the month for payment to occur within thirty (30) days.

F. Posting of Vacancies: All vacancies shall be posted at least ten (10) days prior to being filled. Posting shall be accomplished by the Employer providing the Association President with twelve (12) copies of the vacancy announcement. Interested and qualified employees may apply and will be granted an interview. All decisions with respect to filling any such positions rest solely with the Board of School Directors and are not subject to the grievance procedure. All employed applicants shall be notified when a position is filled. Any employee who applies and is not selected for a particular vacancy may request an explanation as to why he or she was not selected.

G. Pay Periods:

1. Employees who were regularly scheduled to work forty (40) hours per week for twelve (12) months of the year prior to July 1, 2000 shall receive their salary in twenty-four (24) semi-monthly pay periods during the fiscal year (July 1 - June 30), on the 15th and last day of each month. Any regular pay day that falls on a Saturday, Sunday or holiday will be made on the preceding work day.

2. All other employees shall receive their wages on the same pay day as set forth above, however, compensation received on the 15th of the month shall reflect compensable hours from the 16th through the end of the preceding month; compensation received on the last day of the month shall reflect compensable hours from the 1st through the 15th of that month.

H. Subcontracting: During the term of this Agreement, the Employer shall not subcontract any work performed by members of the bargaining unit so as to result in the lay-off of any bargaining unit member, unless the Employer first negotiates such proposed subcontracting with the Association's certified representative. While the Employer shall negotiate in good faith, this provision shall not be construed to prohibit subcontracting or to require the Employer to accept any counterproposal that may be offered by the Association.

I. Mentor Program Committee: A committee will be established, made up of equal members from the bargaining unit and the Board, to study/discuss the need for a mentoring program for newly hired support staff, with the intent to create a proposal for an agreed upon program to begin in the 2019-2020 school year.

J. Access for Association Use of District Copiers and Mailbox:

The Association will be allowed to use district copiers and mailboxes for association business as follows:

1. With agreement that any employee who does not want the materials will not receive the materials.
2. With the agreement that materials will not be put into mailboxes during normal work hours.
3. With the agreement that it will not exceed 150 copies in a year.

K. Flexible Instruction Days (FIDS)

1. Scheduling and utilization of FIDS shall be at the sole discretion of the Employer. The Employer will endeavor to provide as much prior notice as the circumstances reasonably permit. During FIDS, bargaining unit members will not be required to report to their buildings for work.
2. Bargaining unit members will continue to be compensated at their present pay rate on all FIDS.
3. Any bargaining unit member required to come into work on a FID will receive additional compensation in accordance with their position.

ARTICLE XI - PROVISION FOR WAGES AND HOURS

A. Salary: See Appendix A

B. Application of Schedules:

1. The parties agree that the salaries to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement, and that the schedules of salaries, set forth in Appendix A, shall be the schedules which shall remain in force for the period of this Agreement. These schedules (Appendix A) set forth the salaries to be paid to all employees for the 2022-2023 school year.

2. An employee's annual salary shall be established by multiplying the appropriate hourly rate set forth in Appendix A by 2,080 hours. Employees who are regularly scheduled to work other than forty (40) hours per week for twelve (12) months of the year shall be compensated on the basis of the hourly rate set forth in Appendix A times the number of compensable hours during a given pay period.

3. Step placement shall be based on years of service recognized by the Employer.

4. Effective July 1 of each school year, an employee shall advance one (1) step on the salary schedule until the maximum step is reached in the particular classification, provided that employee was employed in a position covered by this agreement as of the proceeding December 31.

5. A newly hired employee shall be initially placed on the salary schedule at a step level mutually agreed between the employer and such employee.

6. The work week will begin at 12:01 AM on Monday and end at 12:00 midnight Sunday.

7. Regular part-time employees offered an increase in hours to fill a permanent vacancy will be paid their regular rate of pay for the additional hours.

8. Employees temporarily assigned by the District to perform Head Custodial duties for a period exceeding five (5) working days will be paid the Head Custodial rate at their step on the salary schedule beginning with day six (6) and continuing until the District reassigns the employee to their regular position.

9. Any cafeteria employee who works five (5) consecutive days or more per month at a classification higher than the one assigned will be paid at a Class 4 rate for the time worked in that position.

C. Overtime:

1. All work authorized to be performed in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be compensated at one and one-half times the employee's hourly rate. In the alternative, the employee may, with the approval of the immediate supervisor, elect compensatory time, calculated at one and one-half times the excess hours worked; such compensatory time must be used within the current or the next pay period.

2. All work authorized to be performed on a Sunday shall be compensated at two times the employee's hourly rate, except for snow removal or other emergency work required to open schools on Monday.

3. All work authorized to be performed on a paid holiday (as listed in Article IX A) shall be compensated at one and one-half times the employee's hourly rate plus the holiday pay.

4. A minimum of two (2) hours overtime shall be paid to any employee called to report for work but shall not apply to an extension of the regular work day.

D. Call In: Employees who are directed to report to work before their normal starting time due to circumstances that cannot be scheduled (eg. snow removal) shall be permitted to work until their normal quitting time and will be compensated in accordance with Article XI, Section C for any overtime hours. In the alternative, with the approval of the immediate supervisor, the employee may leave after completing eight (8) hours of work. As a matter of clarification, mutual agreement is not required for the Employer to change the employee's schedule with advance notice.

ARTICLE XII - MEMBERSHIP DUES DEDUCTIONS

A. Deduction from Salary: The Employer agrees to deduct dues from the salaries of members of the Association as authorized by said members and transmit monies by check promptly to the Treasurer of the Association.

B. List Supplied to the Board of School Directors: The Association will provide the Board with a list of those employees who have authorized the Employer to deduct dues for the Association in Paragraph A above.

C. Authorization Cards: (Sample Authorization Card follows)

PAYROLL DEDUCTION AUTHORIZATION CARD	
This is to authorize monthly dues deductions from my pay for dues to the Central York Educational Support Personnel Association, ESPA/PSEA/NEA. This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.	
_____	_____
DATE	SIGNATURE

ARTICLE XIII - MAINTENANCE OF MEMBERSHIP

The Employer agrees that all employees who are presently members of the Association shall be subject to the “Maintenance of Membership” provision as defined in Article III, Subsection 18 of the Public Employee Relations Act, Act 195.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. Separability: If any provision of the Agreement is held to be invalid, illegal or unconstitutional, such invalidity, illegality or unconstitutionality shall not affect the remaining provisions of this Agreement.

B. Printing of the Agreement: Copies of this Agreement shall be prepared after the Agreement is signed. The expenses for the printing of the Agreement will be paid by the Employer and the Association equally.

A list of new employees employed by the Employer will be furnished to the secretary of the Association by June 30 of each year, with an update as warranted. An Agreement shall be presented to all employees now employed and hereafter employed during the term of this Agreement by the Employer.

APPENDIX A

2022-2023 Salary Schedule Appendix A-1

STEP	Class 1	Class 2	Class 3	Class 4	Class - Head Cook 10-18	Class - Head Cook 19+
1	\$12.68	\$13.15	\$14.48	\$17.13	\$17.41	\$17.69
2	\$13.08	\$13.55	\$14.88	\$17.51	\$17.79	\$18.07
3	\$13.48	\$13.95	\$15.28	\$17.89	\$18.17	\$18.45
4	\$13.88	\$14.35	\$15.68	\$18.27	\$18.55	\$18.83
5	\$14.28	\$14.75	\$16.09	\$18.64	\$18.92	\$19.20
6	\$14.73	\$15.20	\$16.50	\$19.01	\$19.29	\$19.57
7	\$15.18	\$15.65	\$16.91	\$19.38	\$19.66	\$19.94
8	\$15.63	\$16.10	\$17.32	\$19.75	\$20.03	\$20.31
9	\$16.08	\$16.55	\$17.73	\$20.11	\$20.39	\$20.67
10	\$16.53	\$17.00	\$18.14	\$20.47	\$20.75	\$21.03
11	\$16.98	\$17.45	\$18.55	\$20.83	\$21.11	\$21.39
12	\$17.43	\$17.90	\$18.96	\$21.19	\$21.47	\$21.75

STEP	CDAY	CNIT	M-1	M-2	M-S	HC11+	HC6-10	HC1-5
1	\$16.12	\$16.32	\$17.88	\$16.87	\$20.73	\$17.61	\$16.91	\$16.67
2	\$16.49	\$16.69	\$18.28	\$17.27	\$21.13	\$17.98	\$17.28	\$17.04
3	\$16.86	\$17.06	\$18.68	\$17.67	\$21.53	\$18.35	\$17.65	\$17.41
4	\$17.23	\$17.43	\$19.08	\$18.07	\$21.93	\$18.72	\$18.02	\$17.78
5	\$17.60	\$17.80	\$19.48	\$18.47	\$22.33	\$19.09	\$18.39	\$18.15
6	\$17.97	\$18.17	\$19.88	\$18.87	\$22.73	\$19.46	\$18.76	\$18.52
7	\$18.33	\$18.53	\$20.28	\$19.27	\$23.13	\$19.83	\$19.13	\$18.89
8	\$18.69	\$18.89	\$20.68	\$19.67	\$23.53	\$20.20	\$19.50	\$19.26
9	\$19.05	\$19.25	\$21.08	\$20.07	\$23.93	\$20.57	\$19.87	\$19.63
10	\$19.41	\$19.61	\$21.48	\$20.47	\$24.33	\$20.94	\$20.24	\$20.00
11	\$19.77	\$19.97	\$21.88	\$20.87	\$24.73	\$21.31	\$20.61	\$20.37
12	\$20.13	\$20.33	\$22.28	\$21.27	\$25.13	\$21.68	\$20.98	\$20.74

CLASSIFICATION FOR UNIT POSITIONS		
CLASS 1	CLASS 5	HC11+
Cafeteria Assistant Recess Assistant Building Assistant Cook/Cashier	<i>Grandfathered employees outside the schedule</i>	Head Custodian overseeing 11 or more employees
		HC6-10
CLASS 2		Head Custodian overseeing 6-10 employees
	Class Head Cook 10-18	
Paraprofessionals (Title I and Instructional Assistant)	Head Cook overseeing 10 to 18 employees	HC1-5
In school Suspension Monitor Assistant To The Athletic Director		Head Custodian overseeing 1-5 employees
Office Assistant	Class Head Cook 19+	
Library Assistant	Head Cook overseeing 19 or more employees	M-1
		Maintenance Generalist
	CDAY	
CLASS 3		M-2
Administrative Assistant (Secretaries) Technology Assistant	Custodians who, on a regular basis, work more than half of their hours prior to 3:00 p.m.	Maintenance Service Driver
		M-S
CLASS 4	CNIT	
Tech Support Assistants/Specialists Head Cook 1-9 Crossing Guard	Custodians who, on a regular basis, work more than half of their hours between 3:00 p.m. and 6:00 a.m.	Maintenance Specialist
Data Base Man Assistant Diversity Specialists Health Assistant / LPN		

LBT - Central York SD – QHDHP – Effective 1-1-2022

This program is a qualified high deductible plan as defined by the Internal Revenue Service. It is designed for use with a Health Savings Account (HSA). On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Group Numbers: 10429410, -11, -12, -20, -21, -22, -30, -31, -32, -40, -41, -42, -50, -51, -52, -70, -71 and -72

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 1, 2022	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$1,500	\$3,000
Family	\$3,000	\$6,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance and copays. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$3,000
Family	None	\$9,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$7,050	Not Applicable
Family	\$14,100	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay after deductible	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay after deductible	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$40 copay after deductible	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$50 copayment after deductible	80% after deductible
Telemedicine Services (3)	100% after \$20 copay after deductible	Not Covered
Preventive Care (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% after deductible
Mammograms, Medically Necessary	100% after deductible	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay (waived if admitted as an inpatient) after deductible	100% after \$100 copay (waived if admitted as an inpatient) after network deductible
Ambulance – Emergency (5)	100% after deductible	100% after in-network deductible
Ambulance - Non-Emergency (5)	100% after deductible	80% after program deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures Excludes Neonatal Circumcisions	100% after deductible	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$40 copay after deductible	80% after deductible
Limit: 20 visits/benefit period		
Respiratory Therapy	100% after deductible	80% after deductible
Speech and Occupational Therapy	100% after \$40 copay after deductible	80% after deductible
Limit: 12 visits per type of therapy/benefit period		
Spinal Manipulations	100% after \$40 copay after deductible	80% after deductible
Limit: 20 visits/benefit period		
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$40 copay after deductible	80% after deductible
Outpatient Substance Abuse Services	100% after \$40 copay after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (6)	100% after deductible	80% after deductible
Limit: \$40,000 annual maximum		
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Limit: 90 visits/benefit period aggregate with visiting nurse		
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (7)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Limit: 240 hours/benefit period		
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Limit: 100 days/benefit period		
Transplant Services	100% after deductible	80% after deductible
Recertification/Authorization Requirements (8)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

(1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.

(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. If you are enrolled in a "Family" plan, with your non-embedded deductible, the entire family deductible must be satisfied before claims reimbursement begins. In addition, with your non-embedded out-of-pocket limit, the entire family out-of-pocket limit must be satisfied before additional claims reimbursement begins. Finally, with your embedded TMOOP, once any eligible family member satisfies his/her individual TMOOP, claims will pay at 100% of the plan allowance for covered expenses, for the rest of the plan year. Claims for the remaining family members will pay at 100% once the family TMOOP amount is met.

(3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.

(4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).

(5) Medically necessary Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits.

(6) Coverage for eligible members to age 21. After initial analysis, services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits. If ASD benefit period dollar maximum applies, only non-essential health benefits will accumulate.

(7) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(8) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.



LBT – Central York SD - PPO QHDHP Prescription Drug Card Program effective 01/01/2022

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY
Deductible	\$50 per individual	None
Prescription Drug Defined by the National Pharmacy Network - Not Physician Network.	34 day supply Member pays 20% coinsurance or \$10 minimum, whichever is greater \$25 Maximum drug copay per prescription after deductible	90 day supply Members pay 20% coinsurance or \$20 minimum, whichever is greater/\$35 maximum drug copay per prescription after deductible
Formulary	Comprehensive	
Formulary Benefit Design	Open	
Mandatory Mail Provision	Mandatory Mail Provision – Retail Limit is Original Script plus 2 refills	
Generic Substitution	Soft -When you purchase a brand drug that has a generic equivalent you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your physician requests that the brand name drug be dispensed	
Out-of-Pocket Maximum	Not Applicable	
Claim Submission	Pharmacy Files at Point-of-Sale	
Non-Network Pharmacy	Not Covered	
Preventive Covered Drugs	Deductible, coinsurance and/or copayments do not apply	
PRESCRIPTION DRUG CATEGORIES		
Contraceptives (oral and injectable)	Covered	
Fertility Agents	Not Covered	
Fluoride Products	Covered	
Insulin and Diabetic Supplies	Covered	
Smoking Deterrents (prescription)	Covered	
Vitamins (prescription)	Covered	
Weight Loss Drugs	Covered	
Prescription Hair Growth Products	Not Covered	
CARE MANAGEMENT PROGRAMS		
Exclusive Pharmacy Provider	Applies - selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider.	
Quantity Level Limits on selected prescription drugs	Applies – the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines.	
Managed Rx Coverage on selected prescription drugs	Applies – certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded.	
Managed Prior Authorizations	Applies on select high cost drugs	

The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. This formulary covers all FDA-approved generic and brand-name drugs. Under the soft mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand-drug copayment plus the difference in cost between the brand and generic drugs, unless your doctor requests that the brand drug be dispensed. With the Exclusive Home Delivery program, you can have your maintenance prescription drugs filled two times at a retail pharmacy location. After that, you must have your maintenance prescription drugs filled through the mail order program. Your plan requires that you use Alliance Rx Walgreens Prime specialty pharmacy to obtain select specialty medications. To obtain medications for hemophilia, you must use a specific pharmacy, please contact member services for more details.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Discrimination is Against the Law

The Claims Administrator/Insurer complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Insurance or benefit/claims administration may be provided by Highmark, Highmark Choice Company, Highmark Coverage Advantage, Highmark Health Insurance Company, First Priority Life Insurance Company, First Priority Health, Highmark Benefits Group, Highmark Select Resources, Highmark Senior Solutions Company or Highmark Senior Health Company, all of which are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。
请拨打您的身份证背面的号码（TTY：711）。

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

알림: 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

ATENSYON: Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyonang tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

ВНИМАНИЕ: Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для тект-телефонных устройств (TTY): 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المساعدة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لتوي صعوبات السمع والنطق: 711).

Kominike : Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

ATTENTION: Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

ATENÇÃO: Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

LBT - Central York SD - HDHP – Effective 1-1-2022

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Group Numbers: 104335 -10, -11, -12,- 13, -20, -21,-22,-23, -30,-31,-32,-33,-40,-41,-42,-43,-50,-51,-52,-53,-70,-71,-72, and -73

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 1, 2022	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$1,500	\$3,000
Family	\$3,000	\$6,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance and copays. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$3,000
Family	None	\$9,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$7,050	Not Applicable
Family	\$14,100	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay after deductible	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay after deductible	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$40 copay after deductible	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$50 copay after deductible	80% after deductible
Telemedicine Services (3)	100% after \$20 copay after deductible	Not Covered
Preventive Care (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% after deductible
Mammograms, Medically Necessary	100% after deductible	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay (waived if admitted) after deductible	\$100 copay (waived if admitted) after in-network deductible
Ambulance – Emergency (5)	100% after deductible	100% after in-network deductible
Ambulance - Non-Emergency (5)	100% after deductible	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures Excludes Neonatal Circumcisions	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$40 copay after deductible	80% after deductible
	Limit: 20 visits/benefit period	
Respiratory Therapy	100% after deductible	80% after deductible
Speech and Occupational Therapy	100% after \$40 copay after deductible	80% after deductible
	Limit: 12 visits per type of therapy/benefit period	
Spinal Manipulations	100% after \$40 copay after deductible	80% after deductible
	Limit: 20 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$40 copay after deductible	80% after deductible
Outpatient Substance Abuse Services	100% after \$40 copay after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (6)	100% after deductible	80% after deductible
	Limit: \$40,000 annual maximum	
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
	Limit: 90 visits/benefit period aggregate with visiting nurse	
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (7)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	Limit: 240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	Limit: 100 days/benefit period	
Transplant Services	100% after deductible	80% after deductible
Precertification/Authorization Requirements (8)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

(1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.

(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.

(3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.

(4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).

(5) Medically necessary Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits.

(6) Coverage for eligible members to age 21. After initial analysis, services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits. If ASD benefit period dollar maximum applies, only non-essential health benefits will accumulate.

(7) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(8) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.



LBT – Central York SD - PPO HDHP Prescription Drug Card Program effective 01/01/2022

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY
Deductible	\$50 per individual	None
Prescription Drug Defined by the National Pharmacy Network - Not Physician Network.	34 day supply Member pays 20% coinsurance or \$10 minimum, whichever is greater \$25 Maximum drug copay per prescription after deductible	90 day supply Members pay 20% coinsurance or \$20 minimum, whichever is greater/\$35 maximum drug copay per prescription After deductible
Formulary	Comprehensive	
Formulary Benefit Design	Open	
Mandatory Mail Provision	Mandatory Mail Provision – Retail Limit is Original Script plus 2 refills	
Generic Substitution	Soft -When you purchase a brand drug that has a generic equivalent you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your physician requests that the brand name drug be dispensed	
Out-of-Pocket Maximum	Not Applicable	
Claim Submission	Pharmacy Files at Point-of-Sale	
Non-Network Pharmacy	Not Covered	
Preventive Covered Drugs	Deductibles, coinsurance and/or copayments do not apply	
PRESCRIPTION DRUG CATEGORIES		
Contraceptives (oral and injectable)	Covered	
Fertility Agents	Not Covered	
Fluoride Products	Covered	
Insulin and Diabetic Supplies	Covered	
Smoking Deterrents (prescription)	Covered	
Vitamins (prescription)	Covered	
Weight Loss Drugs	Covered	
Prescription Hair Growth Products	Not Covered	
CARE MANAGEMENT PROGRAMS		
Exclusive Pharmacy Provider	Applies - selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider.	
Quantity Level Limits on selected prescription drugs	Applies – the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines.	
Managed Rx Coverage on selected prescription drugs	Applies – certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded.	
Managed Prior Authorizations	Applies on select high cost drugs	

The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. This formulary covers all FDA-approved generic and brand-name drugs. Under the soft mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand-drug copayment plus the difference in cost between the brand and generic drugs, unless your doctor requests that the brand drug be dispensed. With the Exclusive Home Delivery program, you can have your maintenance prescription drugs filled two times at a retail pharmacy location. After that, you must have your maintenance prescription drugs filled through the mail order program. Your plan requires that you use Alliance Rx Walgreens Prime specialty pharmacy to obtain select specialty medications. To obtain medications for hemophilia, you must use a specific pharmacy, please contact member services for more details.

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- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

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If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: CivilRightsCoordinator@highmarkhealth.org. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Insurance or benefit/claims administration may be provided by Highmark, Highmark Choice Company, Highmark Coverage Advantage, Highmark Health Insurance Company, First Priority Life Insurance Company, First Priority Health, Highmark Benefits Group, Highmark Select Resources, Highmark Senior Solutions Company or Highmark Senior Health Company, all of which are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

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Kominike : Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

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UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

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注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

LBT - Central York PPO - Cobra and Retirees under 65 – Effective 1-1-2022

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Group Numbers: 028749-11, -12, -21, -22, -31, -32, -41, -42, -51, -52, -71 and -72

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 1, 2022	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$150	\$300
Family	\$450	\$900
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$3,000
Family	None	\$9,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$8,700	Not Applicable
Family	\$17,400	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$40 copay	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$50 copay	80% after deductible
Telemedicine Services (3)	100% after \$20 copay	Not Covered
Preventive Care (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Medically Necessary	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copay (waived if admitted); deductible does not apply	
Ambulance – Emergency (5)	100% (deductible does not apply)	100% (deductible does not apply)
Ambulance – Non-Emergency (5)	100% after deductible	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization, Reversal Procedures excludes Neonatal Circumcision	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Therapy and Rehabilitation Services 80% after deductible		
Physical Medicine	100% after \$40 copay Limit: 20 visits/benefit period	80% after deductible
Respiratory Therapy	100% after deductible	80% after deductible
Speech and Occupational Therapy	100% after \$40 copay limit: 12 visits per type of therapy/benefit period	80% after deductible
Spinal Manipulations	100% after \$40 copay Limit: 20 visits/benefit period	80% after deductible
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$40 copay	80% after deductible
Outpatient Substance Abuse Services	100% after \$40 copay	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible Limit: 90 visits/benefit period aggregate with visiting nurse	80% after deductible
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (6)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible Limit: 240 hours/benefit period	80% after deductible
Skilled Nursing Facility Care	100% after deductible Limit: 100 days/benefit period	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification/Authorization Requirements (7)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

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LBT – Central York SD - PPO Prescription Drug Card Program effective 01/01/2022

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY
Deductible	\$50 per individual	None
Prescription Drug Defined by the National Pharmacy Network - Not Physician Network.	34 day supply Member pays 20% coinsurance or \$10 minimum, whichever is greater \$25 Maximum drug copay per prescription	90 day supply Members pay 20% coinsurance or \$20 minimum, whichever is greater/\$35 maximum drug copay per prescription
Formulary	Comprehensive	
Formulary Benefit Design	Open	
Mandatory Mail Provision	Mandatory Mail Provision – Retail Limit is Original Script plus 2 refills	
Generic Substitution	Soft -When you purchase a brand drug that has a generic equivalent you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your physician requests that the brand name drug be dispensed	
Out-of-Pocket Maximum	Not Applicable	
Claim Submission	Pharmacy Files at Point-of-Sale	
Non-Network Pharmacy	Not Covered	
Preventive Covered Drugs	Deductibles, coinsurance and/or copayments do not apply	
PRESCRIPTION DRUG CATEGORIES		
Contraceptives (oral and injectable)	Covered	
Fertility Agents	Not Covered	
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Insulin and Diabetic Supplies	Covered	
Smoking Deterrents (prescription)	Covered	
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Weight Loss Drugs	Covered	
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CARE MANAGEMENT PROGRAMS		
Exclusive Pharmacy Provider	Applies - selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider.	
Quantity Level Limits on selected prescription drugs	Applies – the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines.	
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U.S. Department of Health and Human Services
200 Independence Avenue, SW
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ATTENZIONE: se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

ACHTUNG: Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

APPENDIX B-3
Affidavit Related to Spousal Health Coverage

CENTRAL YORK SCHOOL DISTRICT
(or print on letterhead)

AFFIDAVIT RELATED TO
SPOUSAL HEALTH COVERAGE

The undersigned, _____, an employee of the Central York School District (“District”) and _____, the legal spouse of _____, hereby certify and affirm that the following statements are true and correct as of the date(s) shown below [place an “x” in the statements which apply]:

_____ is not employed or self-employed in any capacity.

_____ is employed or self-employed by _____ (name of employer or entity associated with self-employment), with a business address of: _____. My employment or self-employment typically involves _____ hours per week. I am not eligible to enroll for medical benefits coverage through this employment or self-employment because:

- the employer or business entity does not provide medical benefits at all; or
- the employer or business entity provides medical benefits for which I am not eligible for the following reason or reasons: _____

The District is authorized to contact the spouse’s employer or the entity through which the spouse is self-employed to verify and/or obtain confirmation of any of the statements contained in this Affidavit.

We agree to notify the District in writing (directed to the Business Office) within ten (10) days, in the event _____ becomes eligible for medical benefits.

Date: _____

Signature of Employee

Date: _____

Signature of Spouse