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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

MANCHESTER
BOARD OF SCHOOL COMMITTEE

AND

AFSCME, LOCAL 3912, AFL-CIO

2013 – 2015

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MEMORANDUM OF UNDERSTANDING

The Manchester School District Negotiating Team and the AFSCME Local 3912 (Paraprofessional) Negotiating Team respectively, agree that the following are the changes to the AFSCME Agreement for the new collective bargaining agreement for the 2013 -2015 contract period.

PREAMBLE

The purpose and intent of the Board of School Committee and the Union entering into this Agreement is to promote orderly and peaceful relations between the District and organized employees in the Bargaining Unit included in the following agreement and to provide on behalf of the citizens of Manchester approved service in an effective and efficient manner.

ARTICLE 1
RECOGNITION

A. The Board of School Committee hereby recognizes Local 3912, AFSCME, AFL-CIO as the exclusive representative of all permanent non-probationary regular School District Paraprofessionals who work at least half-time of the regular Paraprofessional schedule for the purpose of collective bargaining on wages, hours and conditions of employment, other than those managerial prerogatives referred to in RSA 273-A:1, XI, which are the exclusive prerogative of Management. Managerial policies as defined by statute include, but are not limited to, the functions, programs and methods to be used in the district, including the use of technology, the selection, direction and number of personnel and the organizational structure of the district.

B. The term "Paraprofessional, employee(s), ("Para(s)") as used in this Agreement shall refer to bargaining unit members in the classification of Paraprofessional(s). All other classifications are excluded.

ARTICLE 2
NON - DISCRIMINATION

A. The Board of School Committee agrees not to discriminate against employees covered by this Agreement on account of membership in the Union.

B. The Union, the Union Officers and members agree not to discriminate in any way against employees who are not members of the Union, or to bar employees from joining or remaining in the Union except for non-payment of dues.

C. The Manchester School District and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap, except where age or physical condition are bona fide qualifications for employment.

ARTICLE 3
MAINTENANCE OF MEMBERSHIP

A. Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion, and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the anniversary date thereafter.

B. The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of such right to withdraw from membership in the Union.

C. Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent him/her in grievances shall assume full financial responsibilities as to the actual costs of processing grievances. Collection of such fees shall be the sole responsibility of the Union.

D. Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the District harmless in any such dispute.

E. The School District agrees to submit the names and assignments of newly employed Paraprofessionals to the Union as soon as practicable but in no event later than forty-five (45) calendar days after the date of hire.

F. The School District will submit the names of Paraprofessionals who are separated from employment to the Union as soon as practicable but in no event later than twenty-one (21) calendar days after separation.

ARTICLE 4
DUES DEDUCTIONS

A. The School District agrees to authorize the deduction of Local 3912, AF5CME dues from each employee who has signed an authorization card and shall send said dues along with a statement indicating who has paid dues to: Business Manager, Local 3912 and AFSCME Council 93, 8 Beacon Street, Boston, MA 02108.

B. The Union will keep the District informed of the correct name and address of the Business Manager of Local 3912, AFSCME.

C. The School District agrees to deduct union dues from the wages of employees in the bargaining unit each pay period following the presentation of appropriate authorization forms.

D. The union agrees to limit changes in payroll deductions to not more than one (1) time per year during the month of January and to give the School District thirty (30) days

written notice prior to the beginning of the payroll period in which the deduction is to be made.

E. If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues, then no dues deduction will be made from that employee. In no case will the District attempt to collect fines or assessments for the Union beyond the regular dues.

F. The District will notify the Treasurer of Local 3912 within five (5) working days of the cancellation of dues deduction by an employee who had previously signed an authorization for said deduction.

G. If there should be a dispute between the Union and an employee over the matter of dues deductions the Union agrees to hold harmless the District in such dispute and the Union agrees to hold the District harmless in any and all disputes regarding payroll deduction of these dues.

H. Any employee who is in the bargaining unit and is not a member of the Association but wishes to be represented by the Union in grievances shall assume full financial responsibilities as to the actual costs of processing the grievances. Collection of such fees shall be the sole responsibility of the Union. Should there be a dispute between an employee and the Union and/or the Board, relating to such grievances or costs, the Union agrees to defend, indemnify and hold the Board harmless in any such dispute.

ARTICLE 5
SENIORITY

A. District seniority shall relate to the time an employee has been continuously employed by the District as an eligible member of this bargaining unit.

B. Until an employee has served the initial six (6) month probation period it shall be deemed that he/she has no seniority status.

C. An employee shall lose his/her seniority for the following reasons:

(1) If the employee resigns.

(2) If the employee is discharged and if such discharge is not overruled by an appropriate authority.

D. Seniority shall not be interrupted by paid leaves of absences. An employee who is on leave of absence without pay, except for military service, shall not accrue seniority, but shall have his/her seniority "frozen" at the amount accrued at the time of commencement of such leave of absence.

E. Seniority lists shall be posted once a year in October.

F. Bidding for known vacancies for the forthcoming school year shall be conducted in April of each year. Vacancies will be posted on the department bulletin boards for a period of ten workdays beginning the first of April. Once a Paraprofessional has bid on a job and been assigned, that Paraprofessional may not bid again for a period of one (1) year; unless student or program needs necessitate. Paraprofessionals who desire to apply for known vacancies shall submit an application, in writing, to the School Superintendent within fifteen (15) calendar days from the date of posting.

1.The selection must be in the best interests of the students, as determined by the Human Resources Director. Seniority will be the factor to determine the employee selected, provided the employee's demonstrated skills and qualifications such as ability, past performance, program knowledge and experience are equal as determined by the Human Resource Director. The Human Resources Director's determination must not be arbitrary, unjust or without any basis in fact.

ARTICLE 6
VACANCIES

A. Jobs to be filled shall be posted on the District bulletin boards for a period of ten (10) working days during the regular school term.

B. During summer periods when schools are not in session the Paraprofessional known vacancies, identified prior to June 1st, shall be posted on the Administration Office bulletin board and electronic copies shall be sent to the AFSCME office and Local 3912 Union President.

C. Job postings shall include job specifications, rate of pay and job location.

D. Paraprofessionals who desire to apply for vacancies shall submit an application in writing to the School's Human Resources Office within ten (10) calendar days from the date of posting.

E. Paraprofessionals who are to be laid off due to lack of funds or lack of work in the forthcoming school year shall be notified of such pending layoff by July 30 preceding such layoff.

F. Reduction in Force

In the event of a reduction in force, seniority will be the factor to determine the employees retained, provided the employees' demonstrated skills and qualifications such as ability, past performance, program knowledge and experience are equal as determined by the Superintendent. The Superintendent's determination must not be arbitrary, unjust or without any basis in fact.

ARTICLE 7
WAGES

A. For the work year of 2013-2014, employees will receive a 2.17% percent wage increase in lieu of all other salary increases.

B. For the work year of 2014-2015 and any additional work year covered by this Agreement, employees will receive a wage increase equal to the c.p.i tax cap percentage utilized by the City of Manchester in lieu of all other salary increases.

C. This section supersedes all other sections and/or articles of this Agreement referencing salaries, COLAs, steps and longevity payments.

D. Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of ten-percent (10%) increase in salary.

ARTICLE 8
HOURS OF WORK AND OVERTIME

A. The work year shall not exceed 180 school days per year; provided, however, there is no guarantee the employees shall be needed or provided work 180 days per year if funds are not available and/or programs are modified or abolished. Except for an emergency, an employee shall receive at least a two (2) week notice of any change in his/her work days.

B. The usual workday shall be six (6 to eight (8) consecutive hours and the usual workweek shall be five (5) consecutive days.

C. Overtime is not anticipated as a requirement of employees while performing their regular duties. In the event of a situation where an employee is required to work beyond forty (40) hours per week then such employee shall be paid at the rate of time and one half of his/her regular hourly rate for each hour of overtime worked, in multiples of 1/4 hour.

D. The District shall have the right to require bargaining unit members to work additional days per year for training purposes, provided that the members shall be given at least thirty (30) days' notice and they shall be paid at their current hourly rate for such additional days. Any additional training days(s) may only be scheduled during the week before schools open or on teacher workshop days.

E. A full-time employee is defined as any employee working thirty (30) hours or more per week and shall be entitled to any full benefits provided by the Agreement.

F. An employee shall receive an unpaid lunch period of at least twenty-eight (28) minutes but not more than the normal student lunch period for that school facility.

ARTICLE 9
HOLIDAYS

A. All full-time employees in the Bargaining Unit, excluding Temporaries and those who work less than one-half time, shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday:

Christmas Day	Memorial Day
New Year's Day	Election Day
Thanksgiving Day	Veterans Day
Day after Thanksgiving	President's Day
Labor Day	

B. President's Day holiday shall be observed on a day when school is not in session if at all possible. If such holiday should fall on a day when school is in session then the eligible employees shall be granted an equal number of hours off with pay at a date to be determined by the School Administration. Labor Day will be paid if school begins prior to Labor Day.

C. An employee shall be entitled to the holiday pay referred to in Section A if he/she works the last regular work day preceding and the first regular workday following the particular holiday, but not otherwise except for an excused absence.

ARTICLE 10
SICK LEAVE

A. (1) All permanent employees within the bargaining unit shall be entitled to sick leave with pay after satisfactory completion of the probationary period following initial employment. Sick leave credit shall accrue at the rate of one and one-quarter (1 1/4) workdays with pay for each completed month of service. The District will continue to notify the employees of sick days at the beginning of the school year.

(2) Unused sick leave days may be accumulated up to a maximum of one hundred twenty (120) days. In the event that a bargaining unit member joins the sick leave bank, the maximum accumulation of sick leave days shall be one hundred nineteen (119).

(3) Any employee eligible for sick leave pay may use up to five (5) days of such sick leave, upon approval of his/her building or office head, for absence due to the illness or injury of a spouse, child or other relative or ward residing in the same household or for the exposure to contagious disease. Under extenuating circumstances, personal sick leave may be used to attend to a seriously ill member of the immediate family (spouse, child or other blood/step relative or ward residing in the same household) with the written approval of the Superintendent or designee. The Superintendent's decision may be appealed to the BOSC, whose decision is not subject to the grievance procedure.

(4) Any employee on sick leave shall inform his/her immediate supervisor as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The District may require a doctor's certificate before approving sick leave with pay for a period or periods of more than three (3) workdays or if a pattern of use indicates abuse.

(5) Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

(6) On separation from District service, all sick leave credits shall be canceled, except in case of City paid retirement, duty disability retirement or death while in active service. Effective on the date of ratification, all accrued sick leave up to, but not to exceed eighty (80) work days shall be paid to the employee or his/her beneficiary under such conditions of separation from service, i.e., City paid retirement, duty disability retirement or death while in active service.

(7) Permanent employees hired after July 1, 2007 shall be entitled to payment for accrued sick leave, under the condition specified above; provided however, that payment shall not exceed one-half (1/2) of the employee's total sick leave balance.

B. Paraprofessionals who are employed during the regular school year whose work day and/or work week is less than full-time, shall have their sick leave accrual pro-rated on the basis of their hours of work as follows: If the schedule is half-time they shall accrue at the rate of 50% of the regular full-time accrual; if the schedule is more than half-time but less than 75% of the full-time schedule, they shall accrue at 60% of the regular full-time accrual; if the schedule is 75% of the full-time schedule they shall accrue at 75% of the full-time schedule; if the schedule is more than 75% but less than full-time, they shall accrue at 85% of the regular full-time accrual.

C. The District reserves the right to have an independent physician examine any employee, at the District's expense, who claims sick leave and who, in the opinion of the District, is not entitled to sick leave.

D. For the purpose of definition, a workday is defined as six (6) hours to eight (8) hours, which is the normal workday for bargaining unit members. Accrual during a contract year would be based upon 1¼ workdays for each completed month of work during the contract year commencing in September and ending in June.

E. (1) Incentive/Personal Days. The District will provide one (1) Incentive Day per fiscal year if an employee has used six (6) sick leave days or less in the preceding contract year. No incentive days can be carried over to the next contract year.

(2) Paraprofessionals shall be informed if they are eligible for an Incentive Day for each contract year.

(3) In addition, employees shall be entitled to take one (1) Personal Leave day per contract year. The practice of allowing employees to take unpaid days off, other than authorized under Article 26 shall cease.

(4) Paraprofessionals must request the use of an Incentive Day or a Personal Leave Day no less than three (3) school days prior to the day(s) they wish to take the Incentive Day or Personal Leave Day, except in cases of personal emergencies. A decision will be given to the Paraprofessional within two (2) school weeks from the date requested whether or not such Incentive or Personal Leave Day can be used. Incentive and Personal Leave Days will be approved at the discretion of the School Administration in order to cause the least disruption of the school operations.

(5) Annually, employees shall be paid up to two (2) snow/emergency days when school is cancelled. If there are no snow/emergency days during the school year, these days will be converted to one (1) personal day, which must be used in the next school year.

F. Sick Leave Bank. The Board agrees to establish a Sick Leave Bank in conjunction with administrative review. Paraprofessionals shall be entitled to the benefits and responsibilities of the Sick Leave Bank.

ARTICLE 11
UNION BUSINESS

A. The District agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances, provided such time away from work does not interfere with the work of the departments involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

B. With the exception of processing grievance matters and negotiating contracts, the Union will not be allowed to transact any business on District time. The Union Steward shall be allowed reasonable periods of time on District time for the handling of such grievances. The District is under no obligation to pay the Steward for time spent in grievance matters when he or she is not scheduled for work.

C. The Steward shall ask the immediate supervisor for permission to leave the job to investigate and adjust grievances, and such permission shall be granted without unreasonable delay. It is further agreed that this provision shall be limited to periods of regular pay.

D. The Management agrees not to interfere with, restrain, coerce, or discriminate against any of its employees because of membership in the Union. Likewise, neither the Union nor its agents shall interfere with, restrain, or coerce employees into Union

membership.

E. Time lost by representatives of the Union on grievance settlements or negotiations during the normal workday shall be paid for by the District as provided in RSA 273-A 11.

F. Employees elected as delegates to the AFSCME International Convention, AFSCME Council 93 Convention/Legislative Conference or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed one (1) work day per year. This leave of absence shall be granted to a maximum of two (2) Union employees from the District to attend the above mentioned Conventions.

ARTICLE 12
BEREAVEMENT LEAVE

A. Five (5) consecutive days leave of absence because of death in the immediate family of the Para only, provided, however, that two (2) of these days may be reserved for dealing with matters arising out of settling the decedent's estate to be used at any time with at least five (5) days' notice. Immediate family is hereby defined to mean spouse, parents, children, brothers, sisters, mother-in-law or father-in-law, or a relative or ward residing in the same house. In addition to the leave of absence provided for the immediate family as defined herein, the Para is entitled to one (1) day of leave to attend the funeral of a relative not listed in the preceding sentence. No distinction shall be made between blood or step relations.

B. Under extenuating circumstances, two (2) additional days with pay may be granted under Section A with the written approval of the Superintendent or his/her designee, such days to be charged to the employee's accrued sick leave.

C. Under no circumstances shall Bereavement Leave be paid on an overtime basis.

ARTICLE 13
MATERNITY LEAVE

Maternity Leave shall be granted in accordance with Federal Law and Regulations, as amended from time to time.

ARTICLE 14
MILITARY SERVICE

Military service shall be governed by existing State and Federal laws.

ARTICLE 15
JURY DUTY

A. An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the

employee's immediate supervisor.

B. Employees who are called to jury duty and who are excused from the jury duty for a day, or days, shall report to their regular work assignments as soon as possible after being excused.

ARTICLE 16
EDUCATION INCENTIVE REIMBURSEMENT

A. An Education Incentive Reimbursement policy is hereby continued for bargaining unit members, in accordance with the policies and procedures contained in the following section.

B. Employees who wish to receive reimbursement for courses at accredited colleges which directly relate to their current positions and which are approved in advance of the start of the course must request reimbursement on forms to be provided by the Human Resources Department. In order to be eligible for reimbursement the course must: (1) relate to the current duties and classification of the employee; (2) be submitted in advance of the starting date of the commencement of the course; (3) be approved as relating to the employee's job by the employee's supervisor and the Superintendent of Schools or his designee; (4) be approved by the Human Resources Department prior to the start of the course.

C. The District shall pay not more than 75% (seventy-five percent) of the cost of tuition, books and materials for a course or courses for an individual, but not to exceed the maximum amount of $825.00 (eight hundred twenty-five dollars) in the fiscal year. Course reimbursement is limited to the total amount of budgeted funds for this purpose.

D. The total budgeted amount for Tuition Reimbursement shall be twenty thousand dollars ($20,000.00). In addition the District shall allocate at least four thousand dollars ($4,000.00) annually for staff development activities to be spent on in-service programs for Paraprofessionals that are needed for the implementation of school district goals. The Superintendent or his/her designee shall administer these funds.

E. Paraprofessionals who avail themselves of the tuition reimbursement benefits above and who leave the District within two (2) years shall be responsible to reimburse the District for tuition reimbursement payments.

F. Once every quarter, upon request from the Union, the District will provide a status report of the education incentive reimbursement fund to the Union, within thirty (30) days of the request.

ARTICLE 17
LIFE INSURANCE

A. Effective upon the date of ratification of this agreement, the District shall establish a Life Insurance fund to pay a survivor's benefit of an amount equal to the employee's last yearly base pay, but not to exceed $50,000.00 (fifty thousand dollars) to

the named beneficiary of bargaining unit employees who die from any cause while employed by the District or within 60 (sixty) calendar days after retirement or resignation for health reasons. Such benefit shall be payable in a lump sum.

B. The District reserves in its sole and exclusive discretion the right to contract with a qualified insurance carrier of its' choosing to provide the above amount of benefits.

ARTICLE 18
HOSPITAL/MEDICAL/DENTAL INSURANCE

A. (1) The School District will pay eighty-five (85%) percent of the following District health plans:

(a) Lumenos Regional High deductible Health Saving Account (HSA) Plan; or

(b) Lumenos National High deductible Health Saving Account (HSA) Plan.

(2) The School District will pay eighty percent (80%) of the following District health plans:

(a) Blue Cross/Blue Shield HMO Access Blue New England (Higher Copay Plan); or

(b) Blue Cross/Blue Shield POS Blue Choice New England (Higher Copay Plan);

(3) The Board agrees to provide hospital/medical insurance coverage under Blue Cross–Blue Shield Plan with benefit coverage equal to the best plan provided to any other group or individual in the school district.

(4) The School District will pay eighty percent (80%) of the District's Delta Dental Insurance Plan

(*See Appendix C for details and limitations of covered plans.)

B. It is agreed by all parties concerned that the District reserves and shall have the right to change health and/or dental insurance carriers provided that benefits are not decreased and the costs to bargaining unit members do not increase above the eighty-five (85%) for the above HSA plans, eighty (80%) for the above HMO or POS plans and dental insurance of the rate set forth in Section 1 above.

C. (1) An employee eligible for group health insurance who is covered by his/her spouse's group health insurance through his/her employer (other than the City) or has other existing health insurance, may elect to receive an incentive of five hundred dollars ($500.00), in lieu of carrying duplicate coverage through the District. Proof of insurance is required on an annual basis.

(2) The Board agrees to provide cash-in-lieu of health insurance equal to the best plan provided to any other group or individual in the school district modified as a result of negotiations for the 2013-2014 successor collective bargaining agreement. The Union has the sole authority to exercise this "Me Too" option.

D. Bargaining unit members shall be required to sign a letter of intent to return the following school year and if they fail to do so, they will be responsible to repay the District for its actual premium costs from the end of the school year to termination of coverage. The District shall have the right to pursue any recourse available should the bargaining unit member refuse or neglect to reimburse the District.

ARTICLE 19
SAFETY

A. The School District shall have the right to make regulations for the safety and health of its employees during their hours of employment such as the "Personnel 206 Paraprofessional Safety Guidelines." Representatives of the School District and the Union may meet once in (90) ninety days at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the School District will comply with the District's rules and regulations relating to safety, economy and efficiency of services to the School District and the public.

B. The Union and its members agree to exercise proper care of all School District property issued or entrusted to them during their working hours.

ARTICLE 20
BULLETIN BOARDS

The District shall provide space on the bulletin boards for the posting of notices of the District addressed to the employees and notices of the Union addressed to the members. The District shall locate its bulletin boards at convenient places within the District. No Union notice shall be posted in or around the District's property except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the School Superintendent or his/her designated representative.

ARTICLE 21
DISCIPLINARY PROCEDURES

A. All disciplinary actions shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

B. All suspensions and discharges must be stated in writing and the reason stated and a copy given to the employee(s) and the Union, at the time of suspension or discharge.

C. Disciplinary actions will normally be taken in the following order:

(1) Verbal warning
(2) Written warning
(3) Suspension without pay
(4) Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit a more severe corrective measure.

C. No non-probationary employee shall be disciplined without proper cause.

ARTICLE 22
STRIKES AND-LOCKOUTS PROHIBITED

Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, staying, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Manchester School District or the City of Manchester during the term of this agreement including any hiatus period thereafter.

ARTICLE 23
GRIEVANCE PROCEDURE

A. DEFINITIONS

A "grievance" is a claim based upon the interpretation, meaning or application of specific provisions of this agreement. Only claims based upon the interpretation, meaning or application of specific provisions of this agreement shall constitute grievances under this article.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of employees.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and the Union has been given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURE

(1) STEP 1 - Employee Submission

An employee having a grievance must discuss the grievance with the employee's immediate supervisor within five (5) work days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance should be discussed between the employee, the immediate supervisor and with a Union representative in attendance.

In the event of a suspension without pay or a discharge from employment the above step will be by-passed and the grievance shall be submitted to the Step 2 level of this procedure.

Immediate Supervisor

The immediate supervisor shall give an answer within five (5) working days or the grievance shall be considered as having been denied and the Union may proceed to the next step.

(2) STEP 2 – School Superintendent or Designee

If the immediate supervisor does not give an answer to the grievance within five (5) working days after receiving the grievance or if the grievant or the Union disagrees with the decision of the immediate supervisor and desires to proceed with the grievance then such grievance must be submitted, in writing to the School Superintendent (or his designee). Such written grievance shall list the Article(s) and Section(s) alleged to have been violated, the specific grievance and the remedy desired.

Such written grievance must be submitted to the School Superintendent (or his designee) within five (5) workdays from the date the decision of the immediate supervisor was rendered, or, in the event no decision is rendered by the immediate supervisor, within ten (10) workdays from the date the grievance was first presented to the immediate supervisor.

The School Superintendent (or his designee) shall render his/her decision no later than five (5) workdays from the date of receipt of the grievance or the grievance shall be considered as having been denied and the Union may proceed to the next step.

If the Union is not satisfied with the disposition of the grievance by the School Superintendent (or his designee) or if no decision is rendered within five (5) working days after the Superintendent received said grievance; the Union may submit the grievance in writing to pre-arbitration.

(3) STEP 3 - Pre-Arbitration Step

The Union must file a request for a pre-arbitration meeting within ten (10) working days after the Superintendent's (or designee's) decision, or, if no decision is rendered, within fifteen (15) working days after the grievance was submitted to the Superintendent (or his designee).

A representative of the Union, the grievant and two (2) representative of the School District shall meet " in informal sessions" within ten (10) workdays after the Union makes a request for such a meeting, the purpose of which is to determine if the grievance can be settled without arbitration.

(4) STEP 4 - Arbitration

If no settlement is reached as a result of the pre-arbitration meeting, the Union may submit a request in writing to arbitration, such action to be filed no later than ten (10) working days after the pre-arbitration meeting.

D. GRIEVANCE MEDIATION

(1) Grievance Mediation can take place in the grievance procedure at any time if agreed by both parties. Either party may submit a request to the other requesting Grievance Mediation. Mediation services through the Federal Mediation and Conciliation Services shall be used.

(2) The parties agree to implement the process of grievance mediation for the duration of this agreement. The parties shall, during the negotiations for a successor agreement, determine if grievance mediation shall become a permanent part of the collective bargaining agreement.

E. (1) SELECTION OF ARBITRATION

The Union may submit in writing a request to the P.E.L.R.B. to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations within ten (10) workdays after the Pre-arbitration meeting. If the Association fails to submit such written request for the appointment of an arbitrator to the P.E.L.R.B. within said ten (10) days; the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(2) The decision of the Arbitrator shall be binding upon both parties.

(3) The costs for the services of the Arbitrator will be borne by the losing party. The Arbitrator shall designate the losing party.

(4) The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless both Management and the Union mutually agree to the submission of multiple grievances to one Arbitrator.

(5) The Arbitrator shall have no authority to render a decision, which requires the payment of retroactive wages, or adjustments, which extend prior to the date a grievance, has been submitted to arbitration.

(6) The Arbitrator shall have no authority to alter in any way the terms and conditions of this agreement, and shall confine the decision to a determination of the

facts and an interpretation and application of this agreement.

F. (1) A grievance by the School Superintendent shall be presented in writing to the Union President, and shall be discussed at a meeting to be held within five (5) working days after the grievance is presented.

(2) If a satisfactory agreement is not reached at the meeting as stated above then the School Superintendent may proceed within ten (10) working days of said meeting to present the grievance to arbitration in accordance with Section C (4) and Section D of the grievance procedure.

G. If said grievance is not reported and/or processed within the time limits set forth in Sections C, D and E the matter shall be dismissed and no further action shall be taken with respect to such grievance.

H. The above-time limits may be extended or by-passed by mutual written agreement of the parties.

ARTICLE 24
MISCELLANEOUS

A. The District will provide 100 copies of the Agreement for distribution to bargaining unit members.

B. The District agrees to provide for a payroll deduction slot for an insurance program, subject to approval by the School Finance Department.

C. The Union agrees to adhere to the FMLA Policy adopted by the BOSC.

D. The criteria to become a Paraprofessional in the Manchester School District are as follows:

(1) Must have at least two (2) years of college, or

(2) Must have an Associate's Degree from an accredited College or University, or

(3) Must meet the criteria of Part 3 to meet a rigorous standard of quality and be able to demonstrate through a formal assessment content knowledge and the skills to assist in the instruction of reading, writing and arithmetic.

E. The Union agrees to the term and qualifications of a Paraprofessional as set forth in "No Child Left Behind".

F. Union employees will be afforded the entire pre-Tax Flex Benefit during open enrollment periods.

G. Except for the months of August, September, or October, Paraprofessionals who retire with twenty (20) years of service in the Manchester School District shall receive at the time of separation a payment of five thousand dollars ($5,000.00), provided they give notice of their intent to retire, at least six months prior to their date of retirement. In the case of disability retirement, they shall give notice no later than the date that they apply for disability retirement.

ARTICLE 25
STABILITY OF AGREEMENT

A. Should any article, section or portion thereof of this agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this agreement agree to meet to negotiate only on the specific article or section, or portion thereof, which has been declared invalid or unenforceable, but neither party is required to make a concession in order to reach agreement on the specific article or section in question.

B. This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE 26
LEAVE OF ABSENCE

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

ARTICLE 27
DELAYED SCHOOL OPENING DAYS

In the event there is a delay in opening any school or schools for a regular school session then employees in those schools who appear for work at their assigned times or at the time indicated for the delayed opening shall be paid for appearing for work not more than two hours pay at their regular hourly rate. Such delayed opening time shall not be required to be made up at a later time without pay.

ARTICLE 29
TERMINATION

A. Upon ratification by the respective parties, this Agreement shall be in effect from July 1, 2013 through June 30, 2015, with effective dates for specific provisions as stated in the various Articles.

B. Automatic one year extensions of this agreement will commence on June 30, 2015, and shall continue for consecutive annual terms (effective each 30th of June) unless written notice is given by either party by December 1 of the preceding year to bargain a successor agreement. Once notice of intent to bargain a successor agreement is given, this process of automatic extensions shall cease and the Agreement shall terminate on the following 30th of June.

C. This contract is formally agreed to and signed this date: _____ by the following who hereby declare they are duly authorized to sign.

For the Board of School Committee:

By: Theodora Gatsas Mayer, Chairperson Date: 8/21/13

By: _____, Co-Chairperson Date: 8-26-13

Witnessed by: _____ Date: 8-26-13

For AFSCME, Local 3912:

By: _____, President Date: 8-14-13

By: _____, Staff Representative Date: 8-14-13

Witnessed by: Paula R. Wakefield Date: 8/14/2013

PAULA R. WAKEFIELD
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES SEPTEMBER 28, 2016

APPENDIX A
EMPLOYEE DEVELOPMENT APPEALS PROCESS

Only employees who are denied a merit step increase on their anniversary date of position due to a sub-standard performance evaluation may file an appeal. All appeals shall be initially filed with the employee's Department Head. Any employee receiving a satisfactory performance evaluation shall not have the right to appeal or grieve their evaluation pay step or the supervisor's comments. In the event that there is a disagreement between the employee and his/her supervisor over the EDP goals, the employee, after discussing the disagreement with the Department Head or his/her designee may, with the concurrence of the Union, file a grievance.

If the Department Head rules in the employee's favor, the employee shall receive his/her merit step as of their anniversary date of position. If the Department Head rules against the employee, the employee shall have the right to appeal the decision to the citywide appeals committee.

Employees will have thirty (30) days from the date of denial by their Department Head to file an appeal with the Human Resources Director or their right to appeal shall be forfeited.

An appeals committee shall be comprised of the following representatives:

- Two union representatives appointed by the unions (with two alternates)
- One Department Head (with one alternate)
- One non-affiliated (with one alternate)
- An independent neutral party to act as a tiebreaker. This person to be selected through agreement between the City and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the City and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees.
- The Human Resources Director as non-voting chairman to provide staff resources.

Members cannot sit in on appeals where the appellant is a member of the same department or union.

Terms of the members on this committee shall be staggered with two (2) year terms and members cannot serve more than two (2) consecutive terms. Members must take at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

Unless agreed to by the appellant and the Human Resources Director, the committee shall have sixty (60) days from receipt of the appeal to conduct a hearing on the matter.

EMPLOYEE DEVELOPMENT APPEALS PROCESS (cont.)

The committee shall have thirty (30) days to render a decision on the matter.

A majority vote shall rule and all decisions are final, binding and non-grievable. A decision favorable to the employee means the employee shall receive their merit step effective (including retroactive pay) to their date of position. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix. (Appendix A)

The provisions of this Article shall expire on the last day of this Agreement, provided that any employee denied a merit pay increase during the duration of this Agreement shall be entitled to an appeal under this Article.

APPENDIX B
JOB TITLES/PAY GRADES

JOB TITLE	PAY GRADE
Paraprofessional	9

GRADE	STEP 1 (A)	STEP 2 (B)	STEP 3 ('C)	STEP 4 (D)	STEP 5 (E)	STEP 6 (F)	STEP 7 (G)	STEP 8 (H)	STEP 9 (I)	STEP 10 (J)	STEP 11 (K)	STEP 12 (L)	STEP 13 (M)	STEP AL1	STEP AL2	STEP AL3	STEP AL4	STEP AL5	STEP AL6	STEP AL7
9 H	11.77	12.15	12.50	12.89	13.27	13.69	14.09	14.53	14.95	15.41	15.86	16.34	16.82	17.32	17.85	18.39	18.94	19.51	20.09	20.69

Upon hire, this salary schedule shall be used to determine an employee's initial salary.

APPENDIX C
LUMENOS REGIONAL HIGH DEDUCTIBLE HEALTH SAVING ACCOUNT

Anthem

BlueChoice™ New England Regional HSA
(NH, VT, MA, ME, CT and RI)
Lumenos Plan Summary

The Lumenos® with 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.

Your Lumenos with HSA and Rewards Plan

First - Use your HSA to pay for covered services:

Health Savings Account
With the Lumenos with Health Savings Account (HSA), you can **contribute pre-tax dollars to your HSA.** 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
The annual contribution maximum set by the U.S. Treasury and IRS:

2013
$3,250 individual coverage
$6,450 family coverage

2014
$3,300 individual coverage
$6,550 family coverage

Note: Rollover funds are not subject to these limits.

Plus - To help you stay healthy, use:

Preventive Care
100% coverage for nationally recommended services

Preventive Care
No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

Then -

Your Deductible
The deductible is the annual amount you pay – using your HSA or out-of-pocket – before you reach the traditional health coverage portion of the plan.

Annual Deductible Responsibility
In Network
$2,000 individual coverage
$4,000* family coverage

*This plan includes a family deductible, which means that the medical expenses of all fail members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

If needed -

Traditional Health Coverage
After you meet your deductible, you pay coinsurance (a percentage of the provider's charges) when you visit a network provider. You'll pay more if you visit an out-of-network provider. Your traditional health coverage begins:

Traditional Health Coverage
After your deductible, the plan pays:
100% for network providers — 70% for out-of-network providers

After your deductible, your coinsurance responsibility is:
0% for network providers — 30% for out-of-network providers

Rx Retail and Mail:
Deductible and Coinsurance up to your annual out-of-pocket maximum

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 benefit year.

Annual Out-of-Pocket Maximum

Network Providers	Out-of-Network Providers
$2,000 individual coverage	$4,000 individual coverage
$4,000 family coverage	$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-800-870-3122.

Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos with HSA plan covers preventive services[1] recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices 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 help prevent avoidable premature injury, illness and death.

All preventive services received from a 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. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

Child Preventive Care

Office Visits for preventive services
Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test 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 for preventive services
Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.
Immunizations:
- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

[1]Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos with 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 shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services (network coinsurance applies to both network and out-of-network)
- 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.[2] With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services are limited to 100 visits per member per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 12 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations
- Routine Vision: Limited to one per member per calendar year
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

[2] Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

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.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Master Contract, Certificate and Cost Sharing Schedule. In the event of a conflict between the Group Master Contract and this description, the terms of the Certificate will prevail. 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 benefits levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name for the following: In Connecticut: Anthem Health Plans, Inc. In Maine: Anthem Health Plans of Maine, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Independent licensees of the Blue Cross and Blue Shield Association. ® Anthem and Lumenos are registered trademarks. ® Blue Cross and Blue Shield names and symbols are registered trademarks of the Blue Cross and Blue Shield Association.

APPENDIX C
LUMENOS NATIONAL HIGH DEDUCTIBLE HEALTH SAVING ACCOUNT

Anthem

Lumenos National HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

The Lumenos ® with 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.

Your Lumenos HDHP Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With a Health Savings Account (HSA), you can **contribute pre-tax dollars to your HSA**. 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

The annual contribution maximum set by the U.S. Treasury and IRS:

2013
$3,250 individual coverage
$6,450 family coverage

2014
$3,300 Individual coverage
$6,550 family coverage

Note: Rollover funds are not subject to these limits.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

Preventive Care

No out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

Then -

Your Deductible

The deductible is the amount you pay – using your HSA dollars or out of your pocket – before your reach the traditional health coverage portion of the plan.

Annual Deductible Responsibility

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

* This plan includes a family deductible, which means that the medical expenses of all family members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

If needed -

Traditional Health Coverage

Similar to a PPO, once the deductible has been met, you pay coinsurance (a percentage of the provider's charges) when visiting an out-of-network provider. When visiting network providers, you and your family members are covered at 100% once your deductible and coinsurance have been satisfied.

Traditional Health Coverage

After your deductible, the plan pays:

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

After your deductible, your coinsurance responsibility is:

0% for network providers	30% 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

Network Providers	Out-of-Network Providers
$2,000 individual coverage	$4,000 individual coverage
$4,000 family coverage	$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

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

Anthem

Lumenos HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos with HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices 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 help prevent avoidable premature injury, illness and death.

All preventive services received from a 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. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

Child Preventive Care

Office Visits for preventive services
Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.
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- Hepatitis B
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- 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 for preventive services
Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.
Immunizations:
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- 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.

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos with 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 shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services (network coinsurance applies to both network and out-of-network)
- 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 with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per calendar year.
- Home health care services are limited to 100 visits per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 12 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations.
- Routine Vision: Limited to one per member per calendar year.

Your Lumenos HSA plan includes a lifetime maximum of unlimited.

Specific state mandates regarding limitations may apply.

*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage.

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. 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.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross and Blue Shield of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In most of Missouri (excluding 30 counties in the Kansas City area): RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In most of Virginia (excluding Virginia excluding the city of Fairfax, the town of Vienna and the area east of State Route 123.): Anthem Health Plans of Virginia, Inc. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWi") underwrites or administers the PPO and indemnity policies; Compcare Health Services Insurance Corporation ("Compcare") underwrites or administers the HMO policies; and Compcare and BCBSWi collectively underwrite or administer the POS policies. Independent licensees of the Blue Cross Blue Shield Association. ® ANTHEM and Lumenos are registered trademarks of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

HMO Access Blue® New England†

Higher Copay Plan

Anthem

Summary of Benefits

This is only a brief summary of your coverage. Benefits apply when care is ***medically necessary.*** *Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Preventive Care • Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears • Routine physical exam for babies, children and adults including family planning visits • Routine hearing exam • Routine vision exam *(one exam per calendar year under age 19, one exam every two calendar years for age 19 and over)*	Covered in full
Other Outpatient Care • Medical exam, office surgery and anesthesia • Early Childhood Intervention therapy services for children up to age 3 *(limited to $3,200 per member per plan year and $9,600 per member's lifetime)*	$20 per visit to your PCP $30 per visit to any Specialist
• Lab, X-ray, ultrasound, injections • Short term rehabilitative therapy- physical, *occupational, or speech (up to 60 visits, any combination, per member, per plan year)* • CT scan, MRI,PET Scan, MRA, outpatient facility fees	Covered in full
• Surgery in hospital outpatient department or ambulatory surgery center	$250 copayment per surgery
Inpatient Care (as a bed patient in an acute care hospital) • Semi-private room and board	$250 copayment per admission
• Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy	Covered in full
Skilled Nursing Facility and Rehabilitation Facility Care *(limited to 100 days for each per member, per calendar year)*	$250 copayment per admission
Durable Medical Equipment (DME) *Unlimited*	Covered in full
Other Services • OB/GYN care *(performed by an OB/GYN provider)* - Exam - Maternity care (routine prenatal, delivery and postpartum) • Chiropractic visit (*unlimited visits)* • Chiropractic X-ray	 $20 per visit $250 copayment per admission $30 per visit Covered in full
Emergency Room or Urgent Care Center Visit • ER facility charge *(copayment waived if admitted)* • Urgent Care facility charge • ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.	$100 per visit $50 per visit Covered in full
Ambulance *(medically necessary emergency transport only)*	Covered in full

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

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Service Received	Your Share of the Cost
You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.	
Mental Health and Substance Abuse • Outpatient services - Visit/consultation	$20 copayment per visit
• Inpatient services - Semi-private room & board - Physician visit	$250 copayment per admission Covered in full
Prescription Drugs	
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy • Copayment applies to each fill, up to a 30-day supply for retail • Includes maintenance drugs at a retail or mail order pharmacy • Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days. • Important notes: - If you choose to buy a brand drug, you pay the brand copay Refer to your prescription drug program flyer for details.	**Retail** (*30 day supply*): $10 copay /tier 1 $30 copay / tier 2 $50 copay / tier 3 90 day supply at retail for 3 copayments **Mail Order** (*90 day supply*): $20 copay /tier 1 $60 copay / tier 2 $100 copay / tier 3
Maximum for Services Subject to $250 Copayment	
Individual Maximum Family Maximum	$250 per member per plan year $500 per family per plan year
Other	
Fitness Club Reimbursement Vision Hardware (per member every two plan years)	$200 maximum reimbursement (limited to one member per enrolled household per plan year) $100 maximum reimbursement for frames and lenses.
Exclusions and Limitations	
The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.	
Services Not Covered •Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the subscriber certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sex changes • Sterilization reversal	
Anthem Blue Cross and Blue Shield has the right to recover its costs for care of: • Injuries which are the responsibility of other parties • Services for which another insurance carrier or Medicare is primary • Services related to illegal conduct	

This is only a brief summary of your coverage.

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122

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POS BlueChoice® New England†

Higher Copay Plan

Anthem

Summary of Benefits

This is only a brief summary of your coverage. Benefits apply when care is ***medically necessary****. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full. However, if you receive services from a non-network provider, under Self Referred benefits, it is your responsibility to pay the difference between the MAB and the provider's charge.*

Service Received	Your Share of the Cost	
You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provided in your designated network or an out-of-network provider.		
Preventive Care • Immunization, lead screening, PSA (prostate screening), mammograms and PAP smears • Routine physical exam for babies, children and adults including family planning visits • Routine hearing exam • Routine vision exam *(one exam per calendar year under age 19, one exam every two calendar years for age 19 and over)*	In Network Benefits Covered in full	Out of Network Benefits∴ Covered up to MAB Subject to: $100 deductible per member, no more than $300 per family per plan year and 20% coinsurance up to $400 per member, no more than $1,200 per family per plan year Out-of-pocket maximum $500 per member, no more than $1,500 per family per plan year Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
Other Outpatient Care • Medical exam, office surgery, and anesthesia • Early Childhood Intervention therapy services for children up to age 3 *(limited to $3,200 per member, per plan year and $9,600 per member's lifetime)*	$25 per visit to your PCP $35 per visit to any specialist	
• Lab, X-ray, ultrasound, injections • Short term rehabilitative therapy - physical, occupational, or speech *(unlimited,* per member, per plan year)9 • CT scan, MRI, PET scan, MRA outpatient facility fees	Covered in full	
• Surgery in hospital outpatient department or ambulatory surgery center	$300 copayment per surgery	
Inpatient Care (as a bed patient in an acute care hospital) • Semi-private room and board • Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.	$300 copayment per admission Covered in full	
Skilled Nursing Facility and Rehabilitation Facility Care *(limited to 100 days for each per member, per calendar year)*9	$300 copayment per admission	
Durable Medical Equipment (DME) *(Unlimited)*9	Covered in full	
Other Services • Chiropractic visit *(12 visits per member per plan year)* • Chiropractic X-ray • OB/GYN care (performed by an OB/GYN provider) - Exam - Maternity care (routine prenatal, delivery and postpartum)	$35 per visit Covered in full $25 per visit $300 copayment per admission	
Emergency Room or Urgent Care Visit • ER facility charge *(copayment waived if admitted)* • Urgent Care facility charge • ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.	$150 per visit $75 per visit Covered in full	Same as Network Benefits
Ambulance (medically necessary emergency transport only)	Covered in full	Covered in full up to MAB

9 Any combination of benefits from either column count toward this maximum.

∴ Services are covered up to the MAB. Out of network providers may bill you for amounts that exceed the MAB.

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Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits
Mental Health and Substance Abuse • Outpatient services - Visit/consultation	$25 copayment per visit	Subject to deductible and coinsurance
• Inpatient services - Semi-private room & board - Physician visit	$300 copayment per admission Covered in full	
Prescription Drugs		
	Network Benefits	Out-of-Network Benefits
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy • Copayment applies to each fill, up to a 30-day supply for retail • Includes maintenance drugs at a retail or mail order pharmacy • Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days. • Important notes: - If you choose to buy a brand drug, you pay the brand copay Refer to your prescription drug program flyer for details.	**Retail** (*30 day supply*): $10 copay /tier 1 $30 copay / tier 2 $50 copay / tier 3 90 day supply available at retail for 3 copays **Mail Order** (*90 day supply*): $20 copay /tier 1 $60 copay / tier 2 $100 copay / tier 3	Same as network benefits
Maximums for Services Subject to $300 Copayment		
Individual Maximum Family Maximum	$300 per member per plan year $600 per family per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
Other		
Fitness Club Reimbursement Vision Hardware (per member every two plan years)	$200 maximum reimbursement (limited to one member per enrolled household per plan year) $100 maximum reimbursement for frames and lenses	

Exclusions and Limitations

The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.

Services Not Covered

•Any service that is not medically necessary • Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met) • Claims for services received more than 12 months ago • Complementary and Alternative Therapies/ Medicine • Cosmetic surgery • Custodial or convalescent care • Educational testing and therapy • Experimental and/or investigational services • Hospitalization for conditions that are not covered • Human organ transplants other than those listed in the Subscriber Certificate as covered benefits • Mental health services which do not usually result in favorable modification through short-term therapy • Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids (except for children under 19), eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes • Permanent dental restoration, orthognathic and most oral surgery • Personal comfort items • Radial keratotomy or other surgery to correct vision • Routine podiatry • Services covered by government programs to the extent permitted by law • Services for work-related illness or injury • Sex changes • Sterilization reversal

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APPENDIX C
DELTA DENTAL

DELTA DENTAL®

This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at *www.nedelta.com* for an updated list of participating dentists. Your Northeast Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

Manchester School District

Group Number: 163

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative
Deductible: $0	There is **no** deductible on your dental program.	
Covered at 100% **	**Covered at 60% ****	**Covered at 50% ****
Diagnostic: Evaluations - once in a 6-month period X-rays (Complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Oral cancer screening once in a 12-month period **Preventive:** Cleanings once in a 6- month period Fluoride once in a 12- month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a three year period per tooth for children to age 19	**Basic Restorative:** Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) **Oral Surgery:** Surgical and routine extractions **Endodontics:** Root canal therapy **Periodontics:** Periodontal cleaning (Maintenance procedures) *Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.* Treatment of gum disease **Denture Repair:** Repair of a removable denture to its original condition **Emergency Palliative Treatment**	**Major Restorative:** Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants
Calendar Year Maximum: $1,500 per person (Coverage A, B, and C combined)		

****Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fees, or Delta Dental's allowance for nonparticipating dentists.**

5/2013

Delta Dental Premier Dentist Network
You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at ***www.nedelta.com***. Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

Claim Submission Process for Participating Dentists
▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you an Explanation of Benefits (EOB) detailing what has been processed under your program's coverage. You are responsible to pay any remaining balance directly to the dentist.

If you visit a non-participating dentist, you may be requested to bring a claim form that is available by calling Northeast Delta Dental or can be downloaded from www.nedelta.com. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made. Payment for treatment performed by a non participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It will be your responsibility to make full payment to the dentist. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.

Northeast Delta Dental
One Delta Drive
P.O. Box 2002
Concord, NH 03302-2002
www.nedelta.com

Predetermination of Benefits
Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

Coordination of Benefits
When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

Identification Card
Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

Dental Plan Description Booklet
You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible
All eligible employees and their dependents, defined as:
(a) the spouse to whom the Subscriber is legally married; and/or
(b) a child of the Subscriber or of the spouse of the Subscriber, by natural birth or legal adoption or a child in the process of adoption or guardianship, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested. A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first [thirty-one (31) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's second birthday.

Guarantee Of Service Excellence[sm] Program
Northeast Delta Dental is committed to providing extraordinary service to all its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry
If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or, 603-223-1234. This information should be used only as a guideline for your dental benefits. For detailed information on your group's benefits, please refer to your Dental Plan Description booklet or consult your employer.