

**WORKING AGREEMENT
BETWEEN
WATERTOWN BOARD OF EDUCATION
AND
WATERTOWN FEDERATION
OF PARAPROFESSIONALS
Local #3960**

September 1, 2016- August 31, 2019

February 17, 2017

5240664v3

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	3
ARTICLE II - PAYROLL DEDUCTIONS	3
ARTICLE II - MANAGEMENT RIGHTS AND POLICIES	3
ARTICLE IV - HOURS OF WORK.....	5
ARTICLE V - VACANCIES	6
ARTICLE VI - WAGES	7
ARTICLE VII - JURY DUTY.....	7
ARTICLE VIII - DISCIPLINE	7
ARTICLE IX - LEAVES OF ABSENCE	7
ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE	9
ARTICLE XI - FAIR PRACTICES.....	12
ARTICLE XII - LAYOFFS.....	12
ARTICLE XIII - UNION RIGHTS	14
ARTICLE XIV - INSURANCE.....	15
ARTICLE XV - COMPENSATION FOR INJURY	17
ARTICLE XVI - SAVE HARMLESS CLAUSE	17
ARTICLE XVII - SAVING CLAUSE	18
ARTICLE XVIII - AMENDMENTS.....	18
ARTICLE XIX - SCHOOL CLOSING	18
ARTICLE XX - SUBSTITUTION.....	19
ARTICLE XXI - MISCELLANEOUS	19
ARTICLE XXII - NO STRIKE.....	20
ARTICLE XXIII - PRIOR AGREEEMNT	21
ARTICLE XXIV - HEALTH AND SAFETY	21
ARTICLE XXV - GRATUITY PLAN	22
ARTICLE XXVI - DURATION	23
APPENDIX A.....	24
APPENDIX B	25
APPENDIX C.....	26
Well Child Care (including immunizations).....	27

Adult Exams	27
APPENDIX D.....	30

This Agreement is made by and between the Watertown Board of Education (hereinafter referred to as the "District") and the Watertown Federation of Paraprofessionals, Local #3960, AFT, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

The District hereby recognizes the Watertown Federation of Paraprofessionals, Local #3960, AFT, AFL-CIO, as the exclusive bargaining representative for all employees in the designated unit, consisting of all employees engaged as special class and helping paraprofessionals, who work for twenty or more hours per week, excluding all other personnel employed by the District, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE II- PAYROLL DEDUCTIONS

A. The District agrees to deduct from the pay of employees covered by this Agreement such dues/fees as the Union desires to have deducted and as such member shall agree in writing on a dues/fees card accepted by both the District and the Union; the schedule of such deductions having been agreed upon by both the Union and the District. All of the foregoing sums shall be forwarded to the Union within ten (10) working days as indicated on the payroll dues/fees cards submitted or as agreed to by the parties. Previously submitted dues/fees cards will remain in effect for employees returning to work after re-call.

B. All employees in the collective bargaining unit who are therefore covered by the Agreement who do not become and/or remain union members will, as a condition of employment, pay to the Union a service fee determined by the Union not to exceed the dues.

C. The Union will hold the District harmless and indemnify the District for all claims, demands or liabilities arising out of the implementation of this article, including legal fees and settlement costs arising out of administrative, judicial, arbitral or other proceedings.

ARTICLE III - MANAGEMENT RIGHTS AND POLICIES

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Board, whether exercised or not, shall remain solely and exclusively vested in the Board. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and the direction of the working forces, including but not limited to the following:

A. To determine the organization and standards of each department or division and to manage such operations;

B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Board;

C. To establish or continue policies, practices and procedures for the conduct of Board business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;

D. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by Board employees. Nothing in this paragraph can allow assigning-out or subcontracting of bargaining unit work, but use of volunteers shall not be construed to be assigning-out or subcontracting;

E. To establish new or improved methods, procedures, practices, technologies or facilities which the Board may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities, in accordance with the last paragraph of this Article;

F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Board's operations;

G. To employ, direct, schedule, assign, evaluate, appoint, discipline, dismiss, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work, lack of funds, reorganization or other reason in the best interest of the Board;

H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Board requirements;

I. To determine the content of job classifications and/or positions as may or may not be set forth in written job descriptions, to add to, delete from, modify or combine job classifications and/or positions as may or may not be set forth in written job descriptions, and to ensure that incidental duties connected with Board operations, whether enumerated in a job description or not, shall be performed by employees; after notice to and discussions with the Union and in accordance with the last paragraph of this Article; and

J. To fulfill all of the Board's legal responsibilities.

The Board shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the Board shall give the Union prior notice of changes to policies, practices, procedures and changes to job descriptions. When required by law, the Board shall negotiate with the Union regarding the impact of changes in policies, practices, procedures and job

descriptions that have substantial effect upon the terms and conditions of employment of bargaining unit members.

ARTICLE IV - HOURS OF WORK

A. The work year shall be the student school year plus two days. The two days shall be scheduled before the start of the student school year and may include professional development activities, as determined by the Administration. Beginning in 2017, the Administration may schedule one additional day (with pay). The additional day shall appear on the school calendar that is published prior to each school year.

B. The District retains the right to create and eliminate positions at any time, however, the hours of work for employees shall be reduced during the school year only after prior negotiations with the Union. If the issue is not resolved within fifteen (15) working days after the first discussion, then the District may reduce the employee's hours, provided however that, for the remainder of the school year, the affected employee shall continue to maintain the same level of eligibility for benefits that the employee had prior to the reduction in hours.

C. Employees will be notified in writing of their tentative assignments prior to the beginning of each school year. Said notification shall be postmarked on or before August 5. The Union President shall simultaneously receive a copy of the assignment letters by email. This assignment shall be considered "tentative" for ninety school (90) days, and as such, a change in such assignment during this period shall not be subject to the grievance process, to bumping rights or to posting requirements. Such notice shall include school(s), assignment(s), category, hours of work, and whether there is a lunch break. Notice of assignment(s) shall be subject to the District's rights and prerogatives as stated in Article III.

D. Employees who are required or who are given prior approval by their supervisors to work beyond their regularly scheduled hours shall be paid for all such additional hours worked at their regular hourly rate.

E. In the event there is a temporary increase in paraprofessional hours in a particular classroom, the additional hours shall be offered to the paraprofessionals in that classroom on the basis of seniority, that is, the most senior paraprofessional shall be offered the additional hours first. Any increase in hours for a one-on-one assignment shall be offered first to the paraprofessional working that assignment.

F. When the District, in its sole discretion, deems it to be both feasible and in its best interest, to combine hours of work in any position, it will endeavor to do so. This provision shall not be subject to the arbitration provision of this Agreement.

ARTICLE V - VACANCIES

A. Notices of all vacancies and/or new positions, including school, assignment, category, hours of work, and whether there is a lunch break, shall be sent to the union President and posted in each school building for five (5) working days before the position is filled. In the event a vacancy and/or new position requires the employee to be qualified in accordance with the Elementary and Secondary Education Act (ESEA, the No Child Left Behind Act of 2001) or any similar state or federal law or regulation, if and when the District is covered by such laws or regulations, the requirement shall be included in the notice of vacancy and/or new position.

During summer months, in lieu of written notice to each member of the bargaining unit, such notices of all vacancies and/or new positions shall be sent to the Union President and posted in each school building and the Board of Education Administration building. Any member of the bargaining unit interested in such position(s) must apply via Applitrack. Notices of vacancies for summer session positions that occur immediately prior to or during a summer session shall be sent to the Union President and posted in each school building for two (2) working days before the position is filled.

B. The District shall take into account the following factors in determining which applicant from within the bargaining unit it shall select to fill a vacancy:

- (1) Seniority or length of service in Watertown;
- (2) Qualifications;
- (3) Experience;
- (4) Area of specialization (e.g. learning disabilities, special education, corridor duty, etc.)
- (5) Ability of employee to perform the required duties.

Special consideration will be given to an employee who has prior experience in the same position (e.g., corridor paraprofessional, kindergarten paraprofessional, etc). The District reserves the right to hire outside the bargaining unit, should there be no qualified applicant from within the bargaining unit.

C. All bargaining unit members who apply for a paraprofessional vacancy shall be granted an interview. All bargaining unit members who applied for a vacancy shall be notified in writing of the final selection, with a copy to the Union President, by interoffice mail during the school year and at home by regular mail during the summer months.

D. Any employee who is the successful applicant for a vacancy or new position shall have a trial period of up to 60 working days. If at the end of the trial period it has been demonstrated that the employee is not able to perform the duties of the new position, he or she shall be relieved of such duties, and returned to his or her previous position without loss of rights under this Agreement.

ARTICLE VI - WAGES

- A. Wages shall be paid in accordance with Appendix A attached hereto, which is hereby incorporated and made a part of this agreement.
- B. Effective upon ratification of this agreement, all employees shall be paid via direct deposit.
- C. Effective upon ratification of this agreement, all employees shall be paid on a bi-weekly basis.

ARTICLE VII - JURY DUTY

In the event that an employee is called for jury duty, the District shall pay each employee an amount to guarantee no loss in income on account of absence from work, provided that the employee notifies the principal of his/her respective school on the first work day following notification of jury duty.

ARTICLE VIII - DISCIPLINE

- A. No member of the bargaining unit shall be discharged or otherwise disciplined except for just cause. This article shall not apply to probationary employees as defined in Article XXI(C).
- B. In all cases of suspension or discharge, the District shall notify the Union President by mailing a copy of any written notice which is given to the employee.
- C. Any employee who has been disciplined or discharged shall be permitted to consult with the Union President or a Union steward before leaving the premises.

ARTICLE IX - LEAVES OF ABSENCE

A. Unpaid Leave

The District may grant an employee an unpaid leave of absence for a limited definite period not to exceed one year, upon written application stating the reason(s) for the request, and length of leave desired. Reasons for the requests shall be subject to the review and recommendation of the Superintendent. Each request for leave will be considered on its merits. Denial of such leave requests shall not be subject to the contractual grievance process. Employees on unpaid leave shall be allowed to maintain his/her medical coverage and life insurance at the group rate for the duration of the leave and at no expense to the Board.

B. Sick Leave

1. All employees shall receive up to twelve (12) consecutive sick days per year, which shall accumulate to a maximum of one hundred thirty (130) days without loss of pay. The Superintendent may request verification from a physician for sick leave in excess of five (5) days duration. An employee may be required to verify sick leave of shorter duration if said employee is warned in writing prior to said absence concerning use of sick leave. All employees shall be notified by October 15 of their remaining accumulated sick leave. Sick leave may be used to meet dental or medical appointments that cannot be scheduled outside of work hours. Sick leave may be utilized in one hour intervals.
2. Upon the resignation, retirement, or death (but excluding termination) of a member of this bargaining unit the employee shall be paid for one-third (1/3) of the employee's unused sick leave for the first sixty (60) days of accumulated sick leave, plus one-half (1/2) of the next forty (40) days of the employee's unused sick leave. (For example, an employee with 100 or more sick days on the books at the time of resignation, retirement or death would receive a payment as follows: regular per diem pay rate multiplied by forty). In the case of death, the severance pay shall be paid to the surviving spouse, dependent children or estate, if there is firstly no surviving spouse and thereafter no dependent children.

C. Personal Leave

Upon application from an employee in writing, the Superintendent may grant up to three (3) days off per year with pay to employees in exceptional circumstances for the transaction of personal business as follows:

1. Graduation, illness or marriage of a member of the immediate family (parents, guardians, grandparents, spouse, sibling, child, grandchild, son-, daughter-, father-, or mother-in-law, step-child and self);
2. Birth or adoption of son or daughter;
3. Legal action;
4. To attend other important personal business that cannot be conducted outside the regular school day (one {1} day per occurrence).
5. In the event of a school cancellation due to inclement weather, a paraprofessional may elect to use a personal day if he/she wishes to be paid for the day.

Personal leave for graduation shall not include preparation to attend Kindergarten, nursery school, elementary, or Junior High School graduation unless the actual graduation falls at a time which is concurrent with hours employed, or the distance traveled to attend the graduation

warrants leave. This determination will be made at the sole discretion of the District or its agent.

D. Maternity Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated as temporary disabilities for all job-related purposes. Accumulated sick leave shall be available for use during such periods of disability. Employees shall make a written request for such maternity leave to the Superintendent's Office before the fifth month of pregnancy. Any employee on maternity leave shall, upon request of the Superintendent, provide a physician's certificate as to the employee's ability to continue or resume working.

E. Funeral Leave

Employees shall be entitled to up to five (5) days with pay upon the death of a member of the immediate family. This leave is available per occurrence and is not to be accumulated. "Immediate family" shall include the spouse of the employee, fiancé/fiancée, and the parent, child, grandparent, grandchild, brother or sister of the employee or his/her spouse. This definition may also include any relative of the employee or his/her spouse who is domiciled in the employee's household. Up to one (1) day bereavement leave may be granted by the Superintendent in cases where the deceased is not in any of the categories above but with whom the employee has a close relationship.

F. Holidays

Employees shall be paid for the following holidays at their regular daily rate of pay, provided that school is not in session on such days:

Thanksgiving	Columbus Day
Christmas Day	Memorial Day
Washington's Birthday	Veteran's Day
New Year's Day	Lincoln's Birthday
Good Friday	Martin Luther King's Birthday
Labor Day	Day After Thanksgiving

In the event that school is in session on any of the holidays set forth above, the Board will designate an alternate holiday for that day.

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions:

- (1) A "grievance" shall mean an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement;

- (2) The term "days" except where otherwise indicated, means working days, provided however, that after the last day of school, the term "days" shall mean calendar days;
- (3) The term "immediate supervisor" shall not mean a member of the bargaining unit;
- (4) Where reference is made to the Superintendent, such reference may mean a designated representative;
- (5) The term "employee" may include more than one employee; and
- (6) The term "District" may mean a designated committee thereof.

B. Procedure:

Any grievance arising between the District and the Union (or any employee represented by the Union) shall be settled in the following manner:

Step 1

The aggrieved employee and the steward if requested by the employee shall first discuss the Problem with the employee's immediate supervisor. If the matter is not satisfactorily adjusted within two (2) days, the employee and the steward shall submit the grievance in writing in no event later than fifteen (15) days from the event or condition giving rise to the grievance or from the date upon which the grievant knew or reasonably should have known of such event or condition, or the grievance will be considered waived. The written grievance shall specify the facts giving rise to the grievance, and the contract provision alleged to have been violated. The immediate supervisor shall render his decision in writing, stating reasons, and shall do so within ten (10) days thereafter.

Grievances arising from the action of an official other than the school principal or immediate supervisor may be initiated with the Superintendent or a designated representative as set forth in Section B, Step 2 below, provided however that the fifteen-day time period for filing grievances as set forth in Section B, Step 1 shall apply.

Step 2

Within five (5) days thereafter, the steward may submit the grievance in writing to the Superintendent of Schools. The Superintendent must act on such grievance and a written decision stating reasons must be given to the steward and the field representative within ten (10) days thereafter. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event that the steward shall be of the opinion that an employee's grievance is without merit, the Union shall not be required to process the matter any further and the steward shall so inform the employee

filings the grievance and the District. There shall be no liability imposed upon the Union or the District.

Step 3

If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, within five (5) days of receipt of the decision at Step 2, representatives of the Union may request in writing to meet with the Board or a committee designated by the Board to review the grievance. Within fifteen (15) days following the request, the Board or its designated committee shall meet with representatives of the Union, and the Board or its designated committee shall render its decision in writing within ten (10) days thereafter.

Step 4

- (a) If Steps 1, 2 and 3 hereof have been complied with and a settlement of the grievance has not been effected, only the District or the Union may process the grievance to arbitration by submitting a written request for arbitration to the other party within thirty (30) days after the decision at Step 3. Two (2) copies of such request shall be sent to the American Arbitration Association or such other arbitrator as is mutually agreed. Arbitration shall proceed in accordance with the rules of the American Arbitration Association, or in accordance with the rules of such other arbitrator as is mutually agreed.
- (b) The costs of arbitration shall be borne equally by both parties.
- (c) The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitration panel shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement. He shall be bound by and must comply with all the terms of the contract. The decision of the arbitrator shall be final and binding on all parties.

C. General Provisions:

- (1) Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- (2) When grievance meetings are scheduled during working hours, the grievant and one union representative will be excused from duties with no loss of pay.

(3) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement in writing.

ARTICLE XI - FAIR PRACTICES

A. The District agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, gender identity or expression, ancestry, present or past history of mental disability, learning disability or physical disability, including, but not limited to blindness, or membership or participation in, or association with, the activities of any employee organization, and to provide a workplace free from harassment.

B. The Union agrees, in accordance with its constitution to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, or marital status, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any organization.

ARTICLE XII - LAYOFFS

A. In making staff reductions there will be five categories of paraprofessionals: One-on-One Special Education Program; Special Education Program, Regular Education Program; Computer Technology, and Other. (See Appendix B). Seniority for the purposes of this Article shall be defined as bargaining unit seniority. The individual whose position has been eliminated may, if he/she is receiving benefits bump the least senior employee receiving benefits in the same category. If there is no least senior employee receiving benefits in the same category, the individual whose position has been eliminated may bump the least senior non-benefited employee in the same category but will not carry benefits with him/her. The employee bumped will be placed on the recall list. If the employee whose position has been eliminated is a non-benefited employee, he/she may bump the least senior employee in the same category who will then be placed on the recall list. If the least senior position in any category is one that has special requirements not held by the employee such as, but not limited to, gender or special skills requiring significant training or education (i.e. computer training etc.) then the affected employee may bump the next senior employee provided he/she has the necessary seniority to do so. That employee will then have rights pursuant to this Article. An employee may choose to go on the recall list rather than bump into another position.

Reductions in hours that result in an elimination of a position from the bargaining unit shall be treated as a position elimination under this Article and employees impacted by such reduction in hours shall be afforded such bumping and/or recall rights as are set forth herein.

B. Employees who will be placed on the recall list will be notified in writing at least ten (10) working days prior to the effective date of the layoff.

C. An employee who is laid off under this Article shall have recall rights as follows:

- (1) The affected employee shall have recall rights by seniority to positions in the category from which he/she was laid off or in which he/she previously had at least two years of satisfactory experience. Employees with recall rights to an available position shall have first opportunity to take such position before such available position is posted.
- (2) No person shall be newly employed until all persons on the recall list have been notified by certified mail at their last known address of all postings. Failure to respond to notice of an opening within ten (10) working days of mailing shall be deemed a refusal to accept reemployment.
- (3) An employee shall have recall rights for a period of two (2) years from the effective date of layoff.
- (4) No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he remains on the reappointment list. However, an employee who is re-appointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.
- (5) When an employee is recalled for an open position as covered by this contract other than a position in which the employee previously served, then the recalled employee would be on a trial period for up to 60 working days. If it has been demonstrated that the employee is not able to perform the duties of this new position, the employee would be relieved of these duties and placed back on the recall list without loss of rights under this agreement.
- (6) When an employee is notified of an available position he/she must exercise his/her recall rights within ten (10) working days by notifying the Superintendent or his/her designee of the employee's intent to accept or refuse recall to that available position. An employee who refuses recall will remain on the recall list by seniority for the remainder of his/her recall period.

D. Paraprofessionals who are in the One-on-One Special Education Program classification, and who face a temporary layoff because the special education student with whom the paraprofessional works is expected to be absent from school for an extended period of time, will be given the first option to work as a substitute paraprofessional before being laid off. Such paraprofessional shall work the hours of the paraprofessional for whom he/she is substituting and shall be paid at his/her existing rate for hours worked and nothing herein shall require the Board to "make work".

ARTICLE XIII - UNION RIGHTS

A. The Union may hold meetings in school buildings immediately before or after school with permission from the affected building principal on at least three days' notice. Such meetings shall not interfere with regular assignments.

B. The District agrees to furnish a copy of this agreement to each employee. New employees shall receive a copy within five (5) working days of his/her hire. Active employees shall receive a copy within thirty (30) days after execution of a new agreement.

C. Personnel files:

- (1) Employees shall have the right, by appointment during regular office hours, to inspect their own personnel files (except with respect to information obtained in the course of the hiring process), to make a copy of, and to make a written comment about, anything therein. However, employees shall not have the right to remove the file or any of its contents from the Administration office. There shall be only one (1) official personnel file, which shall be maintained at the Administration office.
- (2) A file may be updated at the request of an employee and with the agreement of the Superintendent or his designee.
- (3) When material other than ordinary personnel records is placed in an employee's personnel file, the employee shall also receive a copy. Such copy shall contain a notation indicating its placement in the employee's personnel file (e.g. "cc: Personnel File").

D. Seniority:

The District shall prepare a list of all employees, of the bargaining unit showing their seniority in length of service within the bargaining unit from last date of hire and deliver the same to the Union President on November 15th of each year. Seniority shall not be broken by authorized leaves of absence or transfer to a new position within the bargaining unit.

E. The Union President shall be given a copy of all correspondence relating to Union business sent to any member(s) of the bargaining unit. Confidential correspondence shall be excluded from this provision.

ARTICLE XIV - INSURANCE

A.(1) Effective upon ratification of this Agreement, employees who work twenty-five (25) or more hours weekly may elect to receive coverage for him/herself and family. Notwithstanding this sentence, employees hired before April 1, 2017 who work less than 25 hours per week shall be eligible to participate in the High Deductible/HSA Plan set forth below.

A.(2) From September 1, 2016-March 31, 2017, the Board shall provide employees the individual, 2-person or family coverage under the Anthem Blue Cross Blue Shield Century Preferred Plan; co-payment drug rider (3-tier plan- \$5/\$20/\$35). See Appendix C for a description of said plan.

A.(3) Employees shall pay the following percentages of the costs for coverage under the PPO plan, as applicable:

Number of Hours Regularly Scheduled Per Week	Effective 9/1/16-March 31, 2017
30 hours or more	14%
Fewer than 30 hours, with 20 years of service	20%
Fewer than 30 hours, with 15 years of service	25%
Other employees with fewer than 30 hours	30%

The Board shall provide no less than two (2) weeks of prior notification of any change and the amount of the change in payroll deductions for insurance contributions.

The District shall provide employees with group life insurance coverage in the amount of \$30,000.00.

A.(4) High Deductible/Health Savings Account (H.S.A.) Plan (as set forth in Appendix D).

Effective April 1, 2016, each employee regularly scheduled to work at least thirty (30) hours per week may be eligible to participate in the High Deductible/HSA Plan. The deductible for the HSA plan shall be \$1,500 for single coverage and \$3,000 for two person or family coverage. The Board will fund sixty percent (60%) of the applicable HSA deductible amount for each paraprofessional who elects coverage under the High Deductible/HSA Plan. The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. Employees hired after April 1 shall receive a pro-rated amount of the Board's contribution to the deductible as set forth above.

Effective April 1, 2017, each employee regularly scheduled to work at least twenty-five (25) hours per week may be eligible to participate in one of two health insurance options below:

(a) A Century Preferred Plan (PPO) (As set forth in Appendix C)

OR

A High Deductible/Health Savings Account Plan (HSA) (See Appendix D).

Effective April 1, 2017 the High Deductible/HSA plan shall be the core insurance plan. Employees may elect to participate in the PPO Plan as described in Appendix C. However, for any employee who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for an employee enrolled at the same coverage level. The employee shall pay one hundred percent (100%) of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO plan. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

Effective April 1, 2017 the Board will fund eighty percent (80%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for employees hired after April 1, 2017).

Effective April 1, 2018, the Board will fund sixty percent (60%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for employees hired after April 1, 2018).

Effective April 1, 2019, the Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for employees hired after April 1, 2019).

The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the insurance contract year, the Board's contribution toward the funding shall be pro-rated for that year.

The parties acknowledge that the Board's contribution toward the funding of the H.S.A. plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraprofessionals. The Board shall have no obligation to fund any portion of the H.S.A. deductible for retirees or other individuals upon their separation from employment.

Eligible employees shall pay 7.5% of the cost for coverage under the High deductible/H.S.A. plan effective April 1, 2017; effective April 1, 2018 8.5%; effective April 1, 2019 9%.

B. The Board of Education reserves the right to change any insurance carrier at any time providing it gives prior notice to the Union and providing that the Board certifies in writing to the Union that the insurance coverage under the substituted carrier's policy is essentially equivalent to or better than the coverage under the policy then in effect.

C. An HRA shall be made available for any active employee who is precluded from participating in the H.S.A because the individual is enrolled in Medicare and/or receives veterans' medical benefits through the VA. The annual maximum reimbursement by the Board shall equal the Board's annual deductible contribution for those in the H.S.A.

D. Effective April 1, 2017, dental insurance shall be available for individuals at the HDHP/HSA premium rate set forth above. Paraprofessionals may have the option to purchase employee plus one or family dental coverage. In such event, the Board will pay the same total dollar amount toward the premium cost of the employee plus one or family dental coverage as the Board pays towards the premium cost for the single dental coverage plan. The paraprofessional shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost of the employee plus one or family dental coverage plan.

ARTICLE XV - COMPENSATION FOR INJURY

If an employee is receiving workers' compensation payment and is absent from work due to an injury in the course of his/her employment, for a period of up to one calendar year, the Employer shall give the employee the option of using his/her sick time to make up the differences between worker's compensation payments and the employee's regular pay, if the employee so chooses.

ARTICLE XVI - SAVE HARMLESS CLAUSE

The obligation of the District to protect and save harmless its employees in damage suits is provided for in Section 10-235 of the General Statutes.

ARTICLE XVII - SAVING CLAUSE

If any provision of this contract is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute section shall be subject to appropriate consultation with the Union. In the event that any provision of this contract is, or at any time shall be contrary to law, such provision shall be severed from this Agreement, and all other provisions shall continue in full force and effect.

ARTICLE XVIII - AMENDMENTS

This Agreement may be amended or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof.

ARTICLE XIX - SHORTENED DAYS

If the school day is shortened because of inclement weather, conferences, before a holiday or other scheduled or unscheduled early dismissal days, the District agrees to pay the paraprofessionals affected their normal day's pay. On such days, employees shall be released after students are released.

On planned shortened days known as "protocol days" in the District, paraprofessionals, at the discretion of the Administration, may be provided professional development. When professional development is offered on such days, paraprofessionals are required to attend and will be paid for a full, regular work day. On planned shortened days when professional development is not offered by the Administration, paraprofessionals shall be allowed to leave after students are released and shall be paid for their normal day's pay. Effective with the 2017-18 school year, paraprofessional protocol days shall be indicated on the Board approved school calendar in each school year.

Training shall be offered, as needed, to paraprofessionals during the workday. If it is impossible for some employees to attend training during the workday because of their specific positions, as determined by the District the training session(s) will be offered after school for those employees. If an employee can only attend a session after school, the District shall pay such employee(s) on an hourly basis for the time they spend attending the District's after school training session(s).

When a school day is shortened for any reason and the students will not have a lunch period, then the employees will not have a lunch period but will receive a fifteen (15) minute comfort break. It is agreed that the attached letter dated April 8, 1992 shall be incorporated herein and made a part hereof. When school has been cancelled for inclement weather, employees shall

not be required to report to work, provided, however that an employee may elect to use a personal day if he/she wishes to be paid for that day.

ARTICLE XX - SUBSTITUTION

Whenever possible, a qualified substitute will be hired when a teacher is absent or required to attend to school business outside of the classroom. When a teacher is absent or required to conduct school business outside of the classroom, and a substitute is not available, a paraprofessional may be asked to provide coverage for the classroom for a limited time. In such circumstances, the paraprofessional who covers the classroom for thirty (30) minutes or more shall be paid at the rate of an additional \$12 per hour, retroactive to the time the teacher left the room. Under no circumstances, shall the paraprofessional provide direct academic instruction to students during that time.

Contract language is often imprecise and cannot cover every conceivable situation. Accordingly, the intention of the parties must be reflected in practice. In addition, good faith and fair dealing is an essential element of every agreement. For example, serial 30-minutes absences of the teacher from the classroom throughout the course of the school day without compensation, is inconsistent with the intention of this provision. On the other hand, tracking and accumulating minutes that a teacher may leave a classroom and demanding premium pay in such situation is equally inconsistent of the spirit of this language.

It is, therefore, incumbent upon the parties to be mindful of both the pedagogical interests of our students and fairness to members of our staff in applying this language to the hopefully rare instances that a teacher may be required to be absent from the classroom.

ARTICLE XXI - MISCELLANEOUS

A. Special Conferences

When an employee of the unit attends a conference during working hours with prior approval of the Superintendent, he/she shall do so with no loss of pay. The District shall pay registration and conference fees as approved in advance.

B. Mileage

When an employee of the unit is required by the school system to use his/her own vehicle in the course of his/her employment, he/she shall be reimbursed for such mileage at the IRS reimbursement rate.

C. Probationary Employees

All newly hired employees shall serve a probationary period of sixty (60) working days. Probationary employees may be terminated at the sole discretion of the Board at any time during the probationary period. Neither the probationary employee nor the Union may grieve or arbitrate such termination.

D. Flexibility

The parties agree that the purpose of flexibility within paraprofessional job assignments should be the maximum educational achievement for the students of Watertown. In order to achieve this goal, paraprofessionals may be required to accompany some or all of their students out of their assigned classroom. Paraprofessionals shall not be required to perform personal hygiene duties for students except for those paraprofessionals who accepted that job duty as part of their assignment.

E. Personal Hygiene Stipend

Employees who perform personal hygiene tasks as a part of their normal duties, e.g., toileting for students who on a regular basis have no control over bodily functions, such as bowel movements, and are in grade one or higher or diapering for students who, on a regular basis have no control over bodily functions, such as bowel movements, are totally diaper-dependent for these purposes and are in grade one or higher shall receive a \$350 per year stipend payable in two installments in January and June of each year. The Board shall determine the condition of the student for purpose of providing this stipend. Effective September 1, 2016, employees who perform personal hygiene tasks, as defined in the preceding sentences, during the summer shall receive a \$40.00 stipend, in one lump sum payment subject to all applicable withholdings, on or about September 1 of each year.

F. Effective upon ratification of this agreement, any employee assigned to a position that requires specialized training, which for purposes of this provision shall mean Registered Behavior Technician (RBT) training and/or certification, shall be paid an annual stipend of One Thousand Six Hundred Fifty Dollars (\$1650) in addition to his/her regular hourly rate for the said contract year. Eligibility for this stipend shall immediately terminate if an employee is assigned to a position that does not require RBT training and/or certification. The stipend shall be paid in equal installments in the paraprofessional's paychecks for the school year (prorated for assignments that last less than a full school year).

ARTICLE XXII - NO STRIKE

The Union agrees that it will not authorize, instigate, sanction, condone, honor picket lines or engage in any strike, concerted refusal to render services, or interference with the orderly operation of the Watertown School System by any group, union or association.

ARTICLE XXIII - PRIOR AGREEMENT

This Agreement represents the complete Agreement of the parties and supersedes any previous Agreements. Any previous Letters of Understanding, Memorandums or Agreements not specifically incorporated or attached hereto are hereby null and void.

Both parties however recognize that existing past practices are still relevant with regard to the interpretation of ambiguous contract language.

ARTICLE XXIV - HEALTH AND SAFETY

A. The following shall apply to paraprofessionals assigned to a student who has a chronic or acute condition that requires nursing assessment and/or specialized health care procedures for health support at various times during the school day for short or long time periods:

1. Training in use of support equipment (wheelchairs, walkers, breathing apparatus and other enabling devices) and proper techniques for lifting and removal shall be provided.
2. Copies of emergency evacuation procedures shall be provided.
3. All paraprofessionals assigned to students who have chronic or acute conditions that require nursing assessments and/or specialized health care procedures for health support at various times during the school day for short or long time periods, shall be notified of such assignments by August 15th or as soon as such assignments become necessary.

B. Paraprofessionals shall be provided with copies of the Board's exposure control plan for blood borne pathogens and of policies concerning aids, hepatitis B and other communicable diseases.

C. The provisions of this Article shall be subject to the grievance procedure set forth in this Agreement but shall not be subject to arbitration.

ARTICLE XXV - GRATUITY PLAN

Upon voluntary termination, ten (10) years of service \$750 with a \$50 increase for each of the next five (5) years and \$100 increase for the following five (5) years, meaning:

10 years of service	\$ 750
11 years of service	\$ 800
12 years of service	\$ 850
13 years of service	\$ 900
14 years of service	\$ 950
15 years of service	\$1000
16 years of service	\$1100
17 years of service	\$1200
18 years of service	\$1300
19 years of service	\$1400
20 years of service	\$1500

At twenty (20) years of service the gratuity freezes at \$1500.

- C. A ninety (90) day notice will be required before the gratuity is available to the terminating employee.
- D. For income tax purposes, the employee may elect to receive the gratuity in the calendar year following termination of employment.
- E. A full time employee is defined as an employee who works a minimum of thirty (30) hours per week.
- F. Part time employees may accrue years of service toward eligibility in the gratuity plan. The eligibility will be a pro-rated figure based upon the number of hours worked weekly in relationship to full time employees as defined in Section E.
- G. The benefit will be paid to the estate or named beneficiary for any employee who dies and would have been eligible for benefits under this plan.
- H. Employees hired on or after September 1, 2018 shall not be eligible for this benefit.

ARTICLE XXVI - DURATION

Negotiation over Successor Agreement and Budget

A. This Agreement shall become effective upon signing and shall remain in full force and effect until and including August 31, 2019. It is understood that, in accordance with Public Act 75-570: An Act Concerning Binding Arbitration, negotiations on contract renewal or modification must begin at least 120 days prior to the expiration of the contract.

B. During negotiation, the District and the union shall confer at reasonable times appropriately scheduled with regard to the budgetary calendar and exchange relevant data, points of view, proposals, and counterproposals. The District shall provide the Union with materials and/or information necessary to discuss salaries, fringe benefits, and working conditions. It is understood that the materials shall relate only to the Union.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to affix their signatures this day _____ of _____, 2017.

WATERTOWN BOARD OF EDUCATION

Leslie Crotty

3/6/17

WATERTOWN FEDERATION
OF PARAPROFESSIONALS

Xanette J. Brodeur
Judith B. Schmalekang

4/21/17

APPENDIX A

WAGE SCHEDULE

Step	9/1/2016	9/1/2017	9/1/2018
GWI	1.5% for those not a maximum step; 2.5% for those at maximum step	2.25 %	2.25 %
1	14.22	14.54	14.87
2	14.93	15.27	15.61
3	15.72	16.07	16.43
4	16.57	16.94	17.32
5	18.07	18.48	18.90

Employees who are not on the maximum step shall advance one step on the wage schedule effective September 1, 2016. There shall be no step advancements during the 2017-18 or 2018-19 contract years.

Each July 1st the District shall make the following longevity payment to each employee working twenty (20) hours or more who has by July 1st of each year completed the following continuous years of service with the Watertown Board of Education:

After 5 years continuous service - \$100
After 10 years continuous service - \$250
After 15 years continuous service - \$500

APPENDIX B

Watertown Board of Education Paraprofessionals' Job Categories

Category # 1 -- One-on-One Special Education Program -- One-on-one as determined by the Planning and Placement Team and Student I.E.P. This category of paraprofessional reports to the child's case manager and includes: visually handicapped, physically handicapped, autistic, etc., however, they may be required to work with students other than that to which she/he is primarily assigned or with specific programs based on the needs of the school district.

Category #2 -- Special Education Program -- Special Education paraprofessionals are primarily assigned to a classroom or program, as opposed to any individual student, including Speech, Learning Disabilities Resource, Self-Contained Learning Skills Class, Life Skills, Early Learning Skills, Early Intervention, etc., however, may be required to work in programs other than to that which she/he is primarily assigned, or be temporarily assigned to work, one-on-one, based upon the needs of the school district

Category #3 -- Regular Education Program -- Including district-wide pre-school programs, VOED Grant, Kindergarten, Developmental Kindergarten, classroom, Alternative School, enhanced day care, etc.

Category #4 -- Computer Technology - Including computer labs.

Category #5 -- Other -- Including cafeteria, locker room, corridor, etc.

APPENDIX C

**Century Preferred \$20/\$250/\$50/\$200
Watertown BOE 001675 FD # 103 PARAS**

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Office Visit (OV) Copayment	\$20 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$20 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250 per ADM	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Ambulatory Surgery (ASC) Copayment	\$200	Deductible & Coinsurance
Calendar Year Deductible (<i>individual/2-member family/3+ member family</i>)		\$400/\$800/\$1000
Coinsurance	Not Applicable	20% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+member family</i>)	\$6,850/\$13,700/ \$13,700	\$1,200/\$2,400/\$3,000
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits		
Well child care	No Charge	Deductible & Coinsurance
Periodic, routine health examinations	No Charge	
Routine OB/GYN visits	No Charge	
Mammography	No Charge	
Hearing screening	OV Charge	
MEDICAL CARE		
Office visits		Deductible & Coinsurance
Primary Care	OV Copayment	
Specialist	SV Copayment	
Outpatient mental health & substance abuse - <i>prior authorization required</i>	OV Copayment	
OB/GYN care	SV Copayment	
Surgical fees of a Physician or Surgeon	OV/SV Copayment*	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic –	No Charge	
Allergy services		
Office visits/testing	SV Copayment	Deductible & Coinsurance
Injections-Unlimited	\$0 Copayment	
HOSPITAL CARE – Prior authorization required		
Semi-private room (<i>General Medical/Surgical/Maternity</i>)	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital</i>	OS Copayment	
Ambulatory surgery – <i>in other than a hospital setting</i>	ASC Copayment	
Emergency care		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

APPENDIX C

OTHER HEALTH CARE	In-Network Member pays:	Out-of-Network Member pays:
Outpatient rehabilitative services – PT, OT, ST and Chiropractic 50 visits per member per calendar year	SV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	Covered	Deductible & Coinsurance
Diabetic supplies, drugs & equipment	Covered	
Infertility – prior authorization required <i>Age and Cycle Restrictions apply</i>	Applicable Copayment	Deductible & Coinsurance
Home health care <i>200 visits per member per calendar year</i>	No Charge	\$50 Deductible & 20 % Coinsurance

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

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

Adult Exams

- ◆ 1 exam every year, ages 22+

Vision Exams: 1 exam every 2 calendar years-
OV copay

Hearing Exams: 1 exam every two calendar
years

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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

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

NGF

Effective 4/1/2016

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc. an independent licensee of the Blue Cross and Blue Shield Association.
© Registered marks of the Blue Cross and Blue Shield Association

APPENDIX C



Watertown BOE #001675 Paras FD # 103
CENTURY PREFERRED Plan
MANAGED RX, 3 TIER
Benefits at a Glance

\$5 COPAYMENT GENERIC DRUGS

\$20 COPAYMENT LISTED BRAND-NAME DRUGS

\$35 COPAYMENT NON-LISTED BRAND-NAME DRUGS

Unlimited Annual Maximum

How To Use 3-Tier Managed Rx

3-Tier Managed Rx has three different levels (or “tiers”) of copayments, depending on the type of prescription drug you purchase (see the chart below for details). Your copayments will be lower when you use generic or brand-name medications that are on our list of preferred prescription drugs. The medications on this list are selected for their quality, safety and cost-effectiveness. You’ll still have coverage brand-name drugs that are not on the list, but your copayment will be higher.

Talk to your provider about using generic drugs or listed brand-name drugs. It’s a simple way to save out-of-pocket expenses.

Copayments and Day Supplies

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a retail pharmacy.
- You’ll be responsible for one copayment when purchasing a 31-day to 90-day supply of maintenance drugs through the voluntary mail-service program (see chart for details).

Generic Drugs Have the Lowest Copayment

Your copayment:

Tier 1: Generic drugs	The term “generic” refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Preferred brand-name drugs	The term “listed brand-name” refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 2 copayment applies.	\$20
Tier 3: Non-preferred brand-name drugs	The term “non-listed brand-name” refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 3 copayment applies.	\$35
Mail Service	One copayment per 31- 90	\$5, \$20, \$35
Annual Maximum	Per member per calendar year	Unlimited

APPENDIX C

Generic Substitution

Prescriptions will be filled with the generic equivalent when there is one available. Exception: If your doctor indicates "Dispense as Written." In this case you will receive the brand-name drug—and you will be responsible for the applicable listed brand or non-listed brand copayment. NOTE: If your doctor does *not* indicate "Dispense as Written," you will be responsible for the applicable listed brand or non-listed brand-name copayment as well as the difference in cost between the generic and listed brand or non-listed brand name drug.

Voluntary Mail-Service Program

Express Scripts, our voluntary mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a 90-day supply of these medications and have them delivered directly to your home.

One mail-service copayments will apply as follows: \$5, \$20, \$35

National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-800-962-8192 to locate a participating pharmacy when traveling outside the state.

Non-Participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail service. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

Benefits for prescription birth control and Sexual Dysfunction medications are optional for groups such as yours. Check with your benefits administrator to find out whether or not you have such benefits.

This is not a legal contract. It is only a general description of the Managed Rx, 3 Tier version. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

Effective 4-1-2016

APPENDIX D



Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

\$3,400 individual coverage

\$6,750 family coverage

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

Plus – To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then –

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$2,000 individual coverage

\$4,000 family coverage

If Needed –

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$ 4,000 individual coverage

\$ 6,850 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

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

Watertown RIF

APPENDIX D



Lumenos HSA Plan Summary

Healthy Rewards Program

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

- **Health Assessment:** You and your family members can complete the Health Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 in your HSA per plan year. The health information you provide is strictly confidential.
- **Personal Health Coach:** If you qualify for the Personal Health Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 in your account for enrolling in the Personal Health Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the Personal Health Coach Program (one reward per covered person per year).
- **Smoking Cessation 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 counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing this program.
- **Weight Management Program:** Our Weight Management Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) 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. You and your spouse are eligible to receive \$50 in your HSA (one reward per person per lifetime) for completing the program.

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

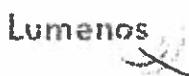
Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

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

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

APPENDIX D



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

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

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

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

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

APPENDIX D



Lumenos HSA Plan Summary

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

Additional limitations and exclusions may apply.



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

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

APPENDIX D



Lumenos HRA Plan Summary

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

Your Lumenos HRA Plan

First - Use your HRA to pay for covered services:

Health Reimbursement Account

With the Lumenos Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.

HRA Allocation from your employer

\$ 1,600 individual coverage
\$ 3,200 family coverage

Unused dollars roll over year to year.

Earn More Money for Your Account

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

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Online Wellness Toolkit participation
- ConditionCare participation and completion.

You can earn:
Up to \$200
Up to \$150
Up to \$300

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

Plus - To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Then -

Your Bridge

After you use all of the money in your HRA, you then pay a Bridge amount out of your pocket until you meet your annual deductible responsibility. Your HRA dollars plus your Bridge amount add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your bridge responsibility will vary

Annual Deductible Responsibility

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

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have paid your Bridge amount.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

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

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers
\$ 4,000 individual coverage
\$ 6,850 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your Bridge responsibility and your cost share amounts.

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

Watertown
CGHRA2572 (Eff. 4/17)



APPENDIX D

Lumenos HRA Plan Summary



Healthy Rewards Program

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

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

Online Wellness Toolkit: Each subscriber and spouse/domestic partner can earn up to \$150 each year. Members earn a \$50 incentive at each 100, 200 and 300 point milestone. Your employees can quickly achieve their first milestone of 100 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

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

Graduate from ConditionCare: (Incentive \$200) Each subscriber and spouse/domestic partner can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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

Watertown
CGHRA2572 (Eff. 4/17)



APPENDIX D

Lumenos HRA Plan Summary



Summary of Covered Services (Continued)

Medical Care

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

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

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

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

- Skilled nursing facility services limited to 220 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services are subject to an unlimited maximum per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

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

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

Watertown
CGHRA2572 (Eff. 4/17)



APPENDIX D

Lumenos HRA Plan Summary



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

Additional limitations and exclusions may apply.



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

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

Watertown
CGHRA2572 (Eff. 4/17)

APPENDIX D

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (855) 333-5735

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զակահարեր հետևյալ հեռախոսահամարով՝ (855) 333-5735

Chinese

(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (855) 333-5735

Farsi (فارسی): در صورتی که سوالات پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون بیچ مزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم ثالثی، با شماره (855) 333-5735 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòrmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiama il numero (855) 333-5735

(Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 333-5735 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

(Navajo) (Diné): D77 naaltsoos bik1'7g77 [ahgo b7na'7d7[kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'11 ni nizaad k'ehj7 bee ni[hodoonih t'ladoo b33h 717n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

APPENDIX D

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

(Punjabi) (ਪੰਜਾਬੀ): ਜੇ ਕੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਕੁਹਾਡੇ ਕੈਲ ਮਦਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੰਕੇ ਦੁਆਰੀਂ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੋ।

(Russian) (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 333-5735.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ADMINISTRATIVE DIRECTIVE

TO: Building Principals
Teachers
Paraprofessional

FROM: Superintendent Blaise Salerno

RE: Determination on Students Requiring Lifting

- a) If a Paraprofessional provides service to student(s) and a specific problem or concern develops concerning transferring (lifting) the student the Paraprofessional shall advise the teacher of the problem. The teacher shall inform the principal of the problem or concern.
- b) A meeting shall be called by the principal and shall include the special education supervisor, the physical therapist, principal, teacher, paraprofessional and school Registered Nurse.
- c) The Principal shall advise the Paraprofessional of the reasonable determination within five (5) days when possible but in any event not longer than ten (10) days from the notification in (a) above.



**Board of Education
10 DeFOREST STREET
WATERTOWN, CONNECTICUT 06795
Telephone: (203) 274-5411**

**RICHARD C. BRIGGS
Superintendent of Schools**

August 30, 1983

Mrs. Joyce Dufresne, President
Watertown Federation of Paraprofessionals
Pawnee Road
Watertown, Connecticut 06795

Dear Mrs. Dufresne:

This letter is in response to your grievance dated June 30, 1983 and our meeting on this subject which was held on Thursday, August 25, 1983. Present at this meeting were you and your staff representative Mr. Lionel Williams, Mr. Huot and myself. You will recall that we both had agreed to waive time limits and thus, the delay in the hearing date. As a result of our meeting, I indicated the following:

1. All summer jobs will be posted in accordance with contract and the rate of pay will be as prescribed in said contract.
2. I am taking steps by writing this letter and sending copies to appropriate personnel, to see that everyone is aware of the provisions in the contract and follows them.
3. All follow up procedures subsequent to the posting will also be in accordance with contract; i.e., notifications, interviews, appointments, etc.

I believe you will find this letter consistent with our agreement as the meeting previously explained in this letter. If this is not the case, kindly let me know.

Sincerely yours,

**Richard C. Briggs
Superintendent of Schools**

RC3: hb

cc: Dr. Pelosi
Mr. Huot
Mrs. Hackett



Board of Education
10 DeFOREST STREET
WATERTOWN, CONNECTICUT 06795
Telephone: (203) 274-5411

BLAISE A. SALERNO
Superintendent of Schools

MEMORANDUM

TO: All Paraprofessionals
Ms. Joyce Dufresne
All Building Principals

FROM: Blaise A. Salerno

RE: PARAPROFESSIONALS' WORK SCHEDULES ON DELAYED OPENING DAYS

DATE: April 8, 1992

From time to time, the District decides to delay the opening of school for reasons related to emergencies or inclement weather.

It is recognized that some paras begin their work schedules at times different from the normal school building starting time of the school building to which they are assigned. In those cases, it is expected that paras will report to school at the time that the school building is opened for students.

In the event that a para's starting time on a normal working day is substantially beyond the opening time of the emergency schedule, the paras will report at her/his regularly scheduled starting time.

In the event that the para is scheduled to begin work before students normally begin the school day, the para will be at her/his work station at the same amount of time prior to the opening of the school building as would occur on a normal work day.

To further clarify the District's position the following examples are provided.

A. Normal school starting time - 9 a.m.
Normal para reporting time - 9:30 a.m.

On a day when school opening is delayed 90 minutes, students would arrive at the building at 10:30 a.m.; the para would report to work at 10:30 a.m.

- B. Normal School starting time – 9 a.m.
Normal para reporting time – 11:30 a.m.
On a day when school opening is delayed 90 minutes, students would arrive at the building at 10:30 a.m.; the para would report to work at 11:30 a.m.

- C. Normal school starting time – 9 a.m.
Normal para reporting time – 8:45 a.m.
On a day when school opening is delayed 90 minutes, students would arrive at the building at 10:30 a.m.; the para would report to work at 10:15 a.m.

In situations where the paras hours correspond with the opening time of school for students, the paras would be expected to be in their buildings at the time the students arrive.

In the event there are any situations which have not been addressed above, please contact your building administrator so that a decision can be made on the specific case by the Office of the Superintendent.

I appreciate your cooperation in this matter and hope that this clarifies the issue.

BAS/mic

cc: Ms. A. Grover
Mr. P. Isabelle

SIDE LETTER OF AGREEMENT # 1

The parties understand and acknowledge that several aspects of the Patient Protection and Affordable Care Act (PPACA), commonly called the Affordable Care Act (ACA), remain under review and are subject to change through the duration of this contract. As a result, either party shall have the right to initiate a reopen of the contract to permit the parties to address the issue of medical insurance only. To initiate a reopen, either party must demonstrate that the issue relates directly to the PPACA and the impact the PPACA is having on the District's operations and/or employees' health care coverage.