

ARTICLE 13. – SENIORITY BID PROCEDURE

- A. **A position for purposes of this Agreement shall be defined as a bargaining unit position which is expected to last for 120 days or longer, and which is set forth in the salary schedule attached hereto as Appendix 4. Positions are building specific. All vacancies in the bargaining unit including newly created positions shall be posted for bid in accordance with the following procedures:**
- B. Vacancies shall be posted by the time clocks in all school buildings and at the bus garage along with a current job description attached to each posting.
- C. **All vacancies to be filled at a bid-transfer meeting notice(s) shall be posted for a minimum of five (5) work days. Employees desiring the position shall submit their bid in writing to the appropriate administrator within the five (5) work day posting period. The notice shall contain a description of the duties, the qualifications, and salary range, and the date, time and location of the bid-transfer meeting. The bid-transfer meeting shall be scheduled for a date, time and location that is mutually convenient for the Board and the Association. If a member is interested in attending a bid-transfer meeting but is unable to do so, that member shall fill out the Bid-Transfer Proxy Form attached hereto as Appendix __, identifying a bargaining unit member as a proxy, and submit it by email or in person with the Business Manager at least twenty-four (24) hours prior to the bid-transfer meeting.**
- D. As used in the Agreement, vacancy shall be defined as a position which is expected to last one-hundred twenty (120) work days or longer and which is either newly created or which is unfilled due to the death, retirement, resignation, termination, transfer, or from vacancies resulting from the seniority bid procedure and which the Board intends to fill.
- E. When a job's hours are increased by one (1) hour or more, and is expected to last one-hundred twenty (120) working days or more, the position shall be posted for bid. If the change in hours would result in a change from part-time to full-time, then such position will be posted for bid.
- F. The vacant position shall be filled as follows:
1. **The bid-transfer meeting may be attended by all persons interested in the vacant position (including any vacant position(s) which become available as a result from the filling of the posted position) or by such persons' proxies as identified in the Bid-Transfer Proxy Form submitted pursuant to Article 13(C). At that meeting, the position shall be awarded to the most senior bidder in attendance, or by their proxy, at the meeting, either permanently assigned within the classification or on lay-off from the classification where the vacancy occurs. If the person awarded the position is currently assigned to a position**

from within the classification, then the newly vacant position will be filled by the next senior (by classification seniority) interested bidder in attendance, or by their proxy, at the bid-transfer meeting. This process will continue until such time as a vacant position is awarded the most senior (by classification series seniority) qualified interested bidder outside the classification, but within the classification series in attendance, or by their proxy, at the bid-transfer meeting. If no such person bids upon the position, the position shall be awarded to the most senior (by System Seniority) qualified interested bidder outside the classification in attendance, or by their proxy, at the bid-transfer meeting. If testing is required for the position, then the top three (3) senior interested persons shall be tested. All persons who are transferred within the same classification, as a result of the bid-transfer meeting will not be subject to the probationary period set forth in Article 13(G).

~~2. If no employee from within the classification submits a bid, the position shall be awarded to the senior qualified bidder either within the classification series or on lay-off from the classification series where the vacancy occurs.~~

~~3. If no employee from within the classification series submits a bid, the position shall be awarded to the senior qualified bidder either within the bargaining unit or on lay-off from the bargaining unit.~~

Comment [SM1]: Clean-up: Layoff Recall Rights are stipulated in Article 14.

42. If no qualified employee from within the bargaining unit submits a bid, the Board may **post the vacancy and** hire a new employee for the position.

53. Should there be a disagreement as to management's determination as to whether or not an employee is qualified for a particular job, the issue will be referred to a Labor/Management committee. If the L/M committee fails to resolve the issue, management may implement its decision as to awarding the bid then the Union may submit the issue to Step III of the Grievance Procedure.

The Labor Management committee shall consist of the following persons:

- a. President or Vice-President of OAPSE Local 167.
- b. A bargaining unit member from the classification series appointed by the Union.
- c. The Superintendent or Designee.
- d. The appropriate Supervisor.

64. Job Postings Pending Disability Retirement Approval (PDRA):

- a. This procedure shall be used to fill vacancies created by an employee on leave who has applied for disability retirement under SERS.

- b. The vacancy notice shall be posted in accordance with the provisions of this article once it has been established that the employee has applied for disability retirement and is on a leave of absence or sick leave.
 - c. The posting shall indicate that the vacancy is PDRA. After any probationary period has been satisfied, the employee appointed to the PDRA vacancy shall be considered permanent.
 - d. If the outgoing employee should be released to return to work within two (2) years of filing for retirement, he/she will be reassigned to his/her former position and the displaced employee will have rights under Article 14, Layoff and Recall. It is also understood that if the outgoing employee should be released to return to work in the third, fourth, or fifth year time limit he/she will be assigned to the job position held by the least senior employee in their former classification at the pay step level they last held. Any employee displaced as a result shall have rights under Article 14 Layoff and Recall.
5. **Notwithstanding the procedures set forth above, for full-time special educational assistant positions which are created ~~mid-year~~ after the first 30 school days, or which become vacant ~~mid-year~~ after the first 30 school days, such positions shall be filled first through recall of any laid-off special educational assistants, and then on an interim basis for the remainder of the school year by a part-time special educational assistant, or if none bid, by someone outside the classification, so as to avoid disruption to existing student-educational aide assignments. If such position is to be retained for the following school year, it will be filled pursuant to the procedure set forth in Article 13(F).**
6. **Special educational assistants assigned one-on-one to a student will be permitted to retain their assignment to that student if that student transfers schools if the employee so chooses, provided that such transfer does not result in the displacement of a special educational assistant at the new school, and provided it is determined by management that the continuation of such an assignment is in the best interests of the student.**
- G. **Other than transfers awarded pursuant to a bid-transfer meeting under Article 13(F)(1), aAn employee appointed to fill a vacancy or newly created position shall serve a probationary period. The probationary period shall be up to a maximum of ~~twenty ten~~ **ten** (210) scheduled working days. If such employee's performance is unsatisfactory any time after the ~~tenth fifth~~ **fifth** (105th) probationary working day to the ~~twentieth tenth~~ **tenth** (210th)**

probationary working day, he/she may be reassigned to his/her former position at the salary or wage earned prior to his/her appointment to the vacancy.

The employee may, at his/her option, return to the former position at the salary wage earned prior to the appointment to the vacancy anytime within the ~~twenty ten~~ (210) work day probationary period.

- H. The Superintendent shall post a seniority list of all bargaining unit employees annually on a bulletin board at all work sites. Each list will include those employees whose names appear for the first time.
- I. **System** Seniority shall begin with the employee's first day of actual work in an open bargaining unit position. The first day of actual work may precede the date of formal Board of Education action formally hiring the employee. The determination of the exact date will be the responsibility of the Board. A good faith effort will be made to fill jobs as quickly as possible; however, the Norton Board of Education shall fill all vacancies within thirty (30) school days after the position is vacated or created ("created" shall be defined as the first day the position is filled with a substitute or bargaining unit member, **or in the case of a special educational I & II assistant position, "created" shall be defined as when the Director of Student Services determines such a position is necessary or the IEP team dictates, (whichever one comes first)**). If the starting date of two or more employees is equal, then the date of Board action on the employee's hire shall determine **system** seniority. If the dates of Board action are equal, then their **system** seniority shall be determined by the order of their original hire date as a substitute by the Board. If the dates of the Board action are equal the **system** seniority shall be determined by the order of the date and time of their application.
- J. For purposes of bidding within a classification or classification series (F.1 and 2.) seniority will be defined based on total service within that **classification or** classification series only: An employee bidding into a new classification series for the first time will have this classification series seniority begin at the time the employee starts on the new job. An employee who had prior service within the new classification series will have that prior service count towards his/her classification series seniority.
- K. Notice of bargaining unit job openings shall be given to the president of OAPSE #167 on the date of posting.
- L. Temporary Position and Assignments.
 - 1. Substitute: a non-regular employee taking the place of a regular employee who has the rights of return to the employer. Substitutes have no rights under the Agreement.

2. Temporary Assigned Employee shall be defined as a bargaining unit member assigned to take the place of a regular employee who has the right to return to their position.
 - a. The temporarily assigned employee's benefit package shall remain as it was prior to the temporary assignment.
 - b. The temporarily assigned employee shall not have the option of changing this assignment once it has been accepted, except in extenuating circumstances.

Temporary position assignments of sixty (60) or more work days shall be posted for bid and filled in accordance with section F of the Agreement. If the employee returns to his/her permanent assignment, any temporarily assigned employee shall be restored to his/her previous assignment. If that assignment does not exist, the displaced employee shall have rights under the provisions of the contract if he/she has completed the sixty (60) work day probationary period.

- M. The Board may develop a standardized test for determining ability to meet the qualifications for the open position and all tests shall reflect qualifications as listed in the job description. Any test given shall be limited to the qualifications of the job description. Testing dates are to be listed on the job posting. Any employee's passing test results will be valid for two (2) years unless the test has substantially changed.

Any employee with prior experiences and/or skills and/or credentials that are required as qualifications for the posted job may refresh his/her skills by observing a qualified employee (approved by the supervisor) working on the job, as long as it does not interfere with the qualified employees' normal job responsibilities. The employee will observe on his/her own time.

- N. An employee laterally transferred (job position within same classification, same pay scale and equal number of hours) may not bid on another position for a period of six (6) months. Positions awarded outside the classification series and involuntary transfers or assignments shall be excluded from this section.
- O. This process shall be exclusive procedure for bidding on and awarding all bargaining unit jobs, except as pertains to the yearly route bidding procedures outlined in Article 17.
- P. Postings that go up during summer, Christmas, or spring break will be mailed to those employees who are not scheduled to work prior to the date of posting.

ARTICLE 14. – LAYOFF AND RECALL

- A. In the event the Board determines that it is necessary to reduce the number of employees within the bargaining unit, the following procedure will be followed:
1. The Union shall be notified at least thirty (30) calendar days prior to any reduction being implemented. A representative of OAPSE shall have the opportunity to meet with the Superintendent to discuss such reduction.
 2. **The exercise of bumping rights under this Article and Article 15 shall occur at a bump meeting which shall be attended by any potentially impacted employees at a mutually agreeable time as determined by the OAPSE President and the Business Manager, and no later than five (5) calendar days prior to the implementation of the RIF. If there are any vacant positions within the classification impacted by the RIF, such positions shall be filled pursuant to the procedure set forth in Article 13 prior to the implementation of the RIF. System seniority shall be used to bump. At such bump meeting, an employee whose position is abolished shall have the right to choose a building and displace bump a less (a) the least senior employee within the same classification and the same work hours (see appendix 1-B) annual hours, or (b) a less senior employee within the same classification and building with fewer work hours (see appendix 1-B) annual hours, with the only exception being that a part-time employee may not displace bump a full-time employee. Any employee so displaced shall have the same displacement rights at the bump meeting.**
 3. **At such bump meeting, any employee who is displaced from a classification may choose a building and displace bump a less senior employee in the next lower classification(s) in the classification series in the same building with the only exception being that a part-time employee may not displace bump a full-time employee. Any employee so displaced shall have the same displacement bumping rights.**
 4. An employee whose position has been abolished or who has been displaced may bump into a different classification series subject to the following:
 - a. Said employee must have previously worked in that classification series in a bargaining unit position.
 - b. Said employee may only bump into his/her former classification in that series or a lower classification in that series.

Comment [SM2]:

Pending ratification by the Union and Adoption by the Board the parties agree to withdraw the "Layoff/Transfer/Posting Grievance" with the following understanding:

1. Bargaining unit members affected by the "layoff, posting and transfer grievance" shall have recall rights effective December 1, 2016.

2. Prior to the beginning of the 2017-2018 school year the Board agrees to hold a "bid/bump" meeting (under the newly agreed to language) that shall include the positions affected by the above named grievance, granting bargaining unit members their rights under the negotiated agreement.

- c. An employee may only bump into the former classification series if he/she has no other position to bump into according to A 2 or 3; and the bump resulting from A 2 or 3 has resulted in a reduction of annual salary (regular earnings) and the move into the former classification series allows for greater annual salary with the only exception being that a part-time employee may not displace a full-time employee.
- d. An employee who meets the criteria in 4 a-c above may bump into a former classification series as follows:
 - 1.) Employee may bump a less senior employee in the highest classification in which he/she previously was employed, seniority permitting, with the only exception being that a part-time employee may not displace a full-time employee.
 - 2.) If an employee is unable to bump as in d.1. above, the employee may bump a less senior employee in the next lower classification(s) in the series, with the only exception being that a part-time employee may not displace a full-time employee. Any employee displaced as a result of d.1. or d.2. shall have full displacement rights beginning with A 2.
5. An employee shall not have the right to displace an employee which would result in the benefit package going from part-time to full-time.
6. Employees who bump to a lower classification shall be paid at their same step of the new classification.
7. An employee who is displaced or bumped into a position resulting in a reduction in annual salary (regular earnings) may elect to be laid-off.
8. **Notwithstanding the procedures set forth above, for Special Education I & II positions which are eliminated after the first 30 student days, the employee holding such position shall have the right to bump (a) the least senior employee within the same classification and the same work hours (see appendix 1-B), or (b) a less senior employee within the same classification with fewer work hours (see appendix 1-B), with the only exception being that a part-time employee may not bump a full-time employee. Any employee so displaced shall have displacement bumping rights as set forth above. ~~Once the employee is officially notified of their displacement the employee has three (3) business days to notify the administration of their decision.~~**

Any employee who is displaced from a classification may choose to bump a less senior employee in the next lower classification(s) in the classification series with the only exception being that a part-time employee may not bump a full-time employee. Any employee so displaced shall have the same displacement rights.

Prior to the start of the next school year in which this provision was exercised, the process will be repeated, however the effected employee(s) bumping rights shall be the same as all other employees (i.e. Section (A,2) of this article).

B. Recall Procedures

1. During times when employees are on layoff or displacement status, all open bargaining unit positions will be posted for bid in accordance with Article 13 with only the following exception:
 - a. Employees laid off or displaced pursuant to this article shall have recall rights to only their original position for the period of two (2) years.
 - b. If an employee's original position is reinstated or vacated, the employee will be recalled to the original position. If a more senior employee, from that classification only, would remain in a layoff or displaced status, the reinstated position will not be offered as a recall but rather will be posted in accordance with the seniority bid procedure.
2. Employees being recalled from layoff shall have all notices sent by certified mail to the last known address as listed in the employee's personnel file. It shall be the duty of the employee to notify the Treasurer of any address change. The employee shall have seven (7) calendar days from receipt of the notice to accept the recall by sending an acceptance or rejection to the Treasurer by Certified mail. A failure to respond to recall within seven (7) days of notice terminates all right to recall. A failure to accept a recall to original position will result in forfeiture of all recall rights.

Employees being recalled from displacement shall be notified by certified mail or a letter of recall may be hand delivered with the employee signing to acknowledge receipt. The employee shall have seven (7) calendar days from receipt of the notice to accept the recall by sending an acceptance or rejection to the Treasurer by certified mail or by hand delivering their response. A failure to respond to recall in writing within seven (7) calendar days of notice terminates all right to recall. A failure to accept a recall to original position will result in forfeiture of recall rights.

3. Employees on layoff shall have full seniority bidding rights according to the seniority bid procedure on all job openings. Such employees shall be notified of any job opening by first-class mail. Such notification shall be mailed prior to any job opening being posted. Job postings in accordance with the seniority bid procedure will begin after the third business day from when the first class letters were mailed so that the employees on layoff will have notification of job openings at the same time as all other employees. Each time a job opening mailing goes out to laid off employees a list of these employees shall be sent to the union president by inter-office mail. All job openings shall also be posted on the Norton City Schools website.
 4. Employees recalled from layoff shall return to work on the fifteenth (15th) workday from the day of the original postmarked date. If an employee is unable to return to work on or before the fifteenth (15th) day for health reasons, a certificate of the personal health reason must be provided by a medical doctor who is treating the employee in order for the employee to remain on a recall list. If an employee is unable to report to work because of health reasons, the employee's name will remain on the recall list for the remainder of their two (2) year recall period.
 5. Employees on layoff or displacement, who bid on other jobs, retain their recall rights to their original position, for a period of two (2) years. An employee having recall rights to an original position shall retain all their seniority bidding rights whether said employee is on layoff or displaced (according to number 7).
 6. Any employee on layoff may have his/her name included on the substitute list and will be paid at his/her regular rate of pay if the employee substitutes within his/her classification series from which the layoff occurred. If the employee substitutes in a classification outside of the classification series from which he/she is laid off, the employee will be paid at Step 0 for the classification in which he/she substitutes.
 7. An employee on layoff (and not working any job) shall have their seniority continue to build in the classification they were laid off from. An employee who is displaced into a different classification will freeze their seniority in the classification they were bumped from and build seniority in the new classification.
- C. For the purpose of layoff and recall refer to classifications as listed on pages 42 & 43 of the agreement.

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- D. As used in the Agreement, an original position shall be defined as a position held at the time a reduction in force is put into effect. This means the original position must be the same classification, same building, same shift. The hours may be more or less as long as they do not go from part-time to full-time or full-time to part-time. If this occurs, the position is not considered an original position and such position shall be posted for bid as an open position.
- E. This shall be the exclusive procedure for reducing the work force.

ARTICLE 15. – INVOLUNTARY HOUR REDUCTION

In the event the Board determines that it is necessary to reduce the number of hours in any job position, the following procedure will be followed:

- 1. The Union shall be given at least five (5) working day’s notice prior to any reduction being implemented.
- 2. The employee whose position is reduced shall have the right to **choose a building and bump** (displace) ~~a less~~ **the least** senior employee within the same classification, with the same number of original hours. If such a position does not exist, then the employee shall have the right to **choose a building and bump** (displace) a less senior employee within the same classification with fewer annual hours. Any employee so displaced shall have the same displacement rights. **All such displacement rights shall be exercised at a bump meeting pursuant to Article 14.**
- 3. Bumping shall be based on Classification seniority (not on overall seniority).
- 4. Any position that is reduced in hours such that the position goes from full-time to part-time status shall be considered an abolished position and subject to the Layoff language in Article 14. The reduced part time position shall be posted for bid.

ARTICLE 21. – FRINGE BENEFITS

- A. The employer shall provide for all members of the bargaining unit, the following insurance coverage **starting on January 1, 2017**: Hospital, Surgical, and Major Medical, Dental, and Prescription. See Appendix # 2

ARTICLE 22. – WAGES

- A. Attached is a wage schedule for the term of this **Addendum to the Agreement**, July 1, ~~2013 2016~~, through June 30, ~~2016 2018~~. **Effective retroactive to October 1, 2016 one**

Comment [SM3]: The parties further agree to withdraw the “Me Too Grievance” pending ratification by the Union and Adoption by the Board.

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and one half (1.5) % wage increase, effective July 1, 2017, a zero (0%) 2014 one (1) % wage increase, plus the restoration of steps. 2015 one (1) % wage increase.

- B. Should any bargaining unit receive any salary/wage increases in excess of that negotiated for Local 167 then same shall be offered to OAPSE Local 167.

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APPENDIX

BID TRANSFER MEETING PROXY FORM

Norton City Schools

Date Filed: _____

This form must be provided to the Business Manager at least twenty-four (24) hours prior to the Bid Meeting identified below in order for it to be valid. This form may be submitted either in-person, or scanned and sent by email, to the Business Manager. This form shall not be valid unless it is signed by the Employee.

Name of Employee: _____ (the "Employee")

Name of Employee's Proxy: _____ (the "Proxy")

Date of Bid Transfer Meeting: _____ (the "Bid Meeting")

The Employee hereby designates the Proxy (who must be a bargaining unit member) to attend the Bid Meeting in place of the Employee and to speak and bid on behalf of the Employee for purposes of bidding on vacancies which exist or are created as a result of the Bid Meeting. The Proxy will have full authority to act and bid on behalf of the Employee for the following vacancies (check one):

All vacancies which exist or are created as a result of the Bid Meeting

Only for the following positions if they are or become vacant (identify each vacancy by classification, location and hours):

1. _____
2. _____
3. _____
4. _____
5. _____

List additional positions on the back of this sheet.

By signing this Form, the Employee acknowledges and understands that s/he is authorizing the Proxy to act on the Employee's behalf in choosing whether or not to bid on vacancies at the Bid Meeting, and that the actions of the Proxy in choosing to bid or not bid on a vacant position on behalf of the Employee will be binding upon the Employee. The Employee further understands and agrees that s/he cannot grieve, challenge or otherwise contest any decision pertaining to the award of a vacant position resulting from any action or decision of the Proxy.

Signature of Employee: _____

Received: Date: _____ Business Manager's Signature: _____

Copy: OAPSE President

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NEGOTIATED AGREEMENT

between the

NORTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
and the
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #167

July 1, ~~2013~~ **2016** - June 30, ~~2016~~ **2018**

APPENDIX 2

Modifications to the Plan

It is the intent of the parties that modifications to the plan are issued in conjunction with the bargaining unit's ability to earn deductible credits as stated above.

The Summary of Benefits effective ~~July~~ **January 1, 2013-2017** shall be modified in compliance with the carrier's standard modification procedure to include the following effective ~~July 1, 2013~~ **January 1, 2017**:

SIGNATURES

THE AGREEMENT BETWEEN THE NORTON CITY
SCHOOL DISTRICT AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES- LOCAL #167
JULY 1, ~~2013~~ **2016** to JUNE 30, ~~2016~~ **2018**



OFFICIAL GRIEVANCE FORM

OAPSE Local # 167

Check one Box

- Level I
- Level II
- Level III
- Level IV

NAME(S) OF GRIEVANT(S) OR UNION _____

IS THIS A CLASS ACTION GRIEVANCE? YES NO (circle one)

DATE GRIEVANCE OCCURRED (see Article 12 (c) for definition) ___/___/___

INFORMAL GRIEVANCE: (complete for Level I only)

DATE DISCUSSED WITH ADMINSTRATOR ___/___/___ (Administrator with the authority to make a decision, see Article 12(B),4)

SIGNATURE OF ADMINISTRATOR _____ RESOLVED? YES NO (circle one)

Fill below this line beginning with level II* (Level II must be filed within 10 days, see Article 12(C), 2)

FORMAL GRIEVANCE: (complete for level II and III)

STEP II PRINCIPAL/SUPERVISOR SIGNATURE _____

STEP III SUPERINTENDENT/DESIGNEE SIGNATURE _____

DATE PRESENTED TO ADMINISTRATOR: ___/___/___ TITLE: _____

STATEMENT OF GRIEVANCE (statement and remedy may be submitted on a separate sheet of paper if needed)

REMEDY REQUESTED: _____

NOTE: ADMINISTRATOR'S DISPOSITION OF THE GRIEVANCE SHALL BE ATTACHED TO THE GRIEVANCE FORM.

Fill below this line for mediation and arbitration

THE PARTIES HEREBY AGREE TO GRIEVANCE MEDIATION

UNION SIGNATURE _____ ADMIN SIGNATURE _____

DEMAND FOR ARBITRATION:

THE UNION HEREBY SUBMITS ITS WRITTEN DEMAND FOR ARBITRATION TO THE NORTON BOARD OF EDUCATION.

DATE ___/___/___ BOARD OFFICE EMPLOYEE PRESENTED TO: _____

SIGNATURE OF BOARD EMPLOYEE _____

OAPSE authorization and withdraw authorization (to be filled out only if applicable)

I AUTHORIZE THE OAPSE LOCAL #167 AS MY REPRESENTATIVE TO ACT FOR ME IN THE DISPOSITION OF THIS GRIEVANCE.

SIGNATURE OF EMPLOYEE _____ DATE: ___/___/___

SIGNATURE OF UNION REPRESENTATIVE _____ TITLE: _____

WITHDRAW AUTHORIZATION

I _____ KNOWINGLY, HEREBY AGREE TO WITHDRAW THIS GRIEVANCE.

GRIEVANTS' SIGNATURE _____ DATE ___/___/___

Benefit Summary – Medical/Prescription

Blue Access (PPO)

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$1,100/\$2,200 (see wellness)	\$1,400/\$2,800
Out-of-Pocket Limit (Single/Family)	\$1,900/\$3,800 (see wellness)	\$2,800/\$5,600
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP) Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: allergy injections (PCP and SCP) allergy testing MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products	\$30 \$40 \$10 10% 10%	30% 30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility	No copayment/coinsurance No copayment/coinsurance	30% 30%
Emergency and Urgent Care Emergency Room Services facility/other covered services (copayment waived if admitted) Urgent Care Center Services MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products Allergy injections Allergy testing	\$150 \$40 10% \$10 10%	\$150 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Blue 5.0		
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 120 days for skilled nursing facility	10%	30%

Covered Benefits	Network	Non-Network
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services	10% 10% 10%	30% 10% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) Physician Home and Office Visits (PCP) Specialist Home and Office Visits (SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: Cardiac Rehabilitation Unlimited Pulmonary Rehabilitation Unlimited Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 30 visits Speech therapy: 30 visits	\$30 \$40 10%	30% 30% 30%
Accidental Dental: unlimited	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP) Specialist Home and Office Visits (SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	10% 10% \$30 \$30 10%	30% 30% 30% 30% 30%
Human Organ and Tissue Transplants³ Acquisition and transplant procedures, harvest and storage.	10%	30%

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3/4 Network Retail Pharmacies: (30-day supply) Anthem Rx Direct Mail Service: (90-day supply) Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$25/\$50/10% max \$1500/year \$20/\$50/\$100 Out of Pocket Limit:None	50%, min \$30 ⁵ Not covered
Lifetime Maximum	Unlimited	Unlimited

Notes:

Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.

Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies

Network and Non-network deductibles and coinsurance and out-of-pocket maximums accumulate towards each other.

Dependent Age: to end of the month which the child attains age 26

When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections

No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.

PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.

SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.

Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.

Benefit period = calendar year

Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.

Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

- 1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
- 2 We encourage you to review the Schedule of Benefits for limitations.
- 3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
- 5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):
12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

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.