

**AGREEMENT**

Between

**CITY OF NEW BRITAIN**

And

**LOCAL 1303-332 OF COUNCIL 4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO  
(Professional Bargaining Unit)**

July 1, 2018 through June 30, 2023



## TABLE OF CONTENTS

ARTICLE		PAGE NO.
I	Union Recognition	1
II	Rights of City	2
III	Union Security	2
IV	Seniority	4
V	Layoff & Recall	7
VI	Hours of Work, Overtime and Holiday Premium Pay	9
VII	Leave Provisions	13
VIII	Vacation	17
IX	Holidays	18
X	Wages/Longevity	19
XI	Insurance	21
XII	Safety and Health	27
XIII	Disciplinary Procedure	28
XIV	Grievance/Arbitration Procedure	29
XV	Complete Agreement	33
XVI	Nondiscrimination	33
XVII	Prior Practice	33
XVIII	Separability	34
XIX	Employee Assistance	34
XX	DMD/Senior Center	34
XXI	Residency Provisions	35

XXII	Indemnification	35
XXIII	Professional Fees, Licenses and Associations	36
XXIV	Duration and Renewal	36

APPENDICES:

Appendix A - Wages	37
Appendix B - Department Listing for Purposes of Article 5	41
Appendix C - Positions and Pay Grade	42
Appendix D - Insurance	44
Appendix E - Employee Listing for Retirement Benefits	73
Signature Page	74

This Agreement is entered into by and between the City of New Britain (hereinafter referred to as the "City") and Local 1303-332 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them, recognizing the legitimate needs of the employees covered as well as the obligation of the City to the public.

## ARTICLE I UNION RECOGNITION

### Section 1.0

The City recognizes the professional Union Local 1303-332 as set forth in the Certification of Representative, issued by the C.S.B.L.R. in Case NO. ME-12,660, Decision No. 3157-A dated November 19, 1993, as the sole and exclusive bargaining agent for the purposes of collective bargaining pursuant to the terms and conditions of the Municipal Employee Relations Act with respect to rates of pay, wages, salaries, hours of employment and other conditions of employment for all employees listed in the compensation plan appended hereto, excluding employees covered under agreement between the City and Locals 818 and 1186, the Managers and Professionals Association, Fire Local 992, Police Local 1165, UE Local 222, CILU/CILU #25, the Director of Finance, Personnel Director, the Chief of Police, the Deputy Chief of Police, the Fire Chief, the Assistant Fire Chief, Director of Parks and Recreation, Director of Health, regardless of how the funding of these positions are obtained.

### Section 1.1

No job classification included in the bargaining unit under Section 1.0 above shall be reclassified outside the unit as defined above during the life of this Agreement without mutual consent of the parties.

### Section 1.2

If the City shall create a new position during the life of this Agreement and Local 1303-332 feels that this new position falls within its jurisdiction they shall request a meeting with the City in an attempt to arrive at a mutual determination as to inclusion or exclusion from the bargaining unit. In the event they are unable to agree, the City, at its option, may rescind the creation of the position or refer the matter to the State Labor Relations Board for determination under Section 7-471(s) of the General Statutes in which event, the City's option to rescind will no longer be effective.

If the position is determined to be within the scope of the bargaining unit, the City and Local 1303-332 shall negotiate the proper pay grade or use the services of the State Board of Mediation and Arbitration.

### Section 1.3

The City of New Britain shall furnish to the Union Secretary, a list of all newly hired employees, within fifteen (15) days of the date of hire:

- a. Date of hire;
- b. Name of employee;
- c. Address of employee;
- d. Employee's social security number;
- e. Department;
- f. Position; and
- g. Rate of pay.

## ARTICLE II RIGHTS OF THE CITY

### Section 2.0

Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, power and authority held by the City and any of its Departments, Agencies or Boards pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over matters involving the municipality, and the complete operational control over the policies, practices, procedures and regulations with respect to its employees shall remain vested solely and exclusively in the City of New Britain.

## ARTICLE III UNION SECURITY

### Section 3.0

The City agrees to deduct an initiation fee, weekly dues, or service fees as specified by the secretary of the Union from the wages of all city employees covered by this Agreement; provided, however, that the City has been duly authorized by the employees to make such deduction.

### Section 3.1

The total amount of dues deducted for any week shall be remitted to the Financial officer of the Union not later than the following week.

### Section 3.2

The weekly remittance of dues or Service fees to the Union will be accompanied by a list of names of employees from whose wages, dues or service fee deductions have been made.

### Section 3.3

The City agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operations of the City during the life of this Agreement.

### Section 3.4

The City agrees to deduct from the weekly pay of bargaining unit members who authorize such deduction from their wages, such amounts as each individual employee wishes to contribute to the National People Committee of AFSCME. It is understood that such contributions are voluntary and are not required as a condition of employment. The Union shall provide to the City authorization for payroll deductions signed by the employee, with the weekly deduction amount clearly indicated. The City agrees that the total amount deducted, along with a list of names of contributors and individual contributions, shall be forwarded to Local 1303-332 on a monthly basis. Checks for such amounts shall be made payable to the National People Committee.

### Section 3.5

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with the dues/service fee deduction provisions of this Article.

### Section 3.6

The City shall continue the practice of allowing Local 1303-332 the use of bulletin boards.

### Section 3.7

The Union Executive Board shall be permitted to continue using meeting facilities presently afforded them at City Hall. The Union shall be permitted to hold union meetings at City Hall and be allowed to continue the practice of keeping its records, files, etc. in City Hall Offices at no charge. The Union agrees to enter into any discussions requested by the City on the use of the Union's Office in City Hall.

### Section 3.8

The City will provide each employee with a copy of this Agreement within thirty (30) days after ratification by both parties or the issuance of an arbitration award. New employees shall be given a copy of this Agreement at the time of employee's orientation.

## ARTICLE IV SENIORITY

### Section 4.0

Seniority shall be defined as the length of service of an employee in a bargaining unit from his/her last date of hire by the City.

Seniority shall not be broken by vacations, sick leave, suspension, any authorized leave of absence or call to military Service or lay-off.

Employees who were employed under E.E.A. or C.E.T.A. and who had no break in full-time service prior to entering City service, shall have such E.E.A. or C.E.T.A. time credited for the purpose of seniority, longevity and vacation entitlement. Service as a temporary full-time or temporary part-time employee does not count towards seniority.

### Section 4.1

The City shall maintain a seniority list of all employees in the bargaining unit showing their length of service with the City which shall be revised as of January 1st of each year with a copy of same furnished to the Union not later than February 1st of the same year. Any clearly undisputed corrections to the list shall be made through official union memorandums, otherwise corrections to the list must be made through the grievance procedure provisions of the Agreement within ninety (90) days after a copy is given to the Union. If no action is requested, the list shall be deemed correct.

### Section 4.2

An employee shall lose his/her seniority only under the following conditions:

- A. Termination of employment by voluntary resignation or discharge for just cause;
- B. Failure to respond within fourteen (14) working days after having been notified to return to work pursuant to notice of recall given to a laid-off employee. Notice of recall shall be sent by certified mail with return receipt requested and shall be sent to the employee's last known address.
- C. Failure to return to work at the expiration of a leave of absence.
- D. Refusal to accept recall from layoff when the classification and pay grade is the same as that held by the employee at the time of layoff.

An employee shall be allowed one refusal of recall to any equal (same pay class) or lower rated position than the position held at the time of layoff, provided that he/she meets the minimum qualifications in the job description as determined by the Personnel Director. An employee who refuses recall to the position held at the time of layoff shall forfeit all recall rights.



- E. Remaining on the recall list for more than twenty-four (24) consecutive months.
- F. An employee who is promoted outside the bargaining unit shall lose his/her seniority benefits for the purpose of layoff, promotion and vacation selection unless such employee returns to a bargaining unit position within twelve (12) months of the promotion unless mutually agreed to extend beyond the twelve (12) months by the Union and the City.

#### Section 4.3 Transfer

- A. Prior to filling a position from an open competitive list, the City shall inform all bargaining unit members that such position is available, through posting. The order of preference for filling such position shall be:

1. Transfer of a bargaining unit employee in an equivalent class and grade.
2. Promotion of a bargaining unit employee from a lower class and grade.
3. Hiring from outside the bargaining unit.

An eligible employee who desires to transfer to such position must file a transfer request with the Personnel Director. A transfer may be effected upon acceptance by the Department Head in which the vacancy exists and approval of the Personnel Director. If the eligible employee meets the minimum qualifications, per Civil Service job description, he/she shall be transferred.

- B. Employees who are transferring from one department or division to another shall retain seniority in the department from which transferred and shall serve a probationary period in the new position of sixty (60) working days. At the end of the probationary period, seniority shall be transferred in the new department. If the employee fails to demonstrate within the probationary period, that he/she can satisfactorily perform the job and is removed during the probationary period, the City shall reinstate the employee to the former position in the classification occupied/held before the transfer with no loss of seniority. Failure to pass the probationary period by a transferred employee shall not be subject to the grievance procedure. During any such probation for transfer or a promotion, each affected employee shall receive adequate orientation as to the procedure for the new position.
- C. On a position for which the City decides not to require an examination, employees within the department, if qualified, shall be given first preference to fill the position by seniority. The provisions of this section shall be administered by the appointing authority and the Personnel Director.
- D. Examinations shall be open to bargaining unit employees who have completed their initial probationary period and meet the established qualification standards as stated in the respective job description.
- E. A position may be filled on an acting basis for a period not to exceed six months. Any acting position beyond six months must be agreed to by the City and the Union.

F. Employees working on any shift or work week shall be given preference by seniority to transfer to any other shift or work week provided a vacancy exists in the same classification. Such transfer may be made only once during the life of this Agreement.

G. An employee working a work week other than the basic Monday through Friday work week shall be given preference by seniority to transfer to the regular work week provided a vacancy exists in the same classification.

#### Section 4.4

##### A. Probation -Initial

1. No new employee shall attain seniority rights under this Agreement until the employee has worked twelve (12) months in the Department for which employed. During such period, the employee shall be subject to all other clauses of this Agreement but shall be on probation and may be discharged by the City for any reason and without recourse to the grievance and arbitration provision of this Agreement by either the Union or the employee. Upon completion of the probationary period, the employee's seniority shall date back to the time the employee started work with the City.

The initial probationary period may be extended upon the recommendation of the Department Head and with the approval of the Personnel Director and the Union, providing such recommendation is made at least two (2) weeks prior to the expiration of the initial probationary period.

2. At any time during the initial probationary period, the Department Head may recommend in writing to the Personnel Director the removal of an employee, if in his/her opinion, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continuance in the service. Such recommendation of the Department Head and the reasons therefore shall be in writing to the Personnel Director with a copy to the employee and to the Union if it requests it. No employee shall be removed from a position during his/her probationary period without the approval of the Personnel Director. The employee, if removed, shall not have any right to be restored to the eligibility list from which he/she was appointed.

##### B. Probation - Promotional

The probationary period for promotional appointments is six (6) months. During the probationary period, an employee shall receive a written evaluation at the end of two (2) months and at the end of four (4) months. Such evaluations shall indicate to the employee the areas where performance has been satisfactory and those where improvements are needed. In the latter case, the improvements required shall be clearly indicated. Evaluations shall be completed by a supervisor familiar with the employee's job performance and work habits. The evaluating supervisor with or without the Department

Head shall meet with the employee to review each evaluation. An employee who fails to pass the probationary period in the judgment of the Department Head shall be reinstated to the position occupied immediately prior to his/her promotion. In the event an evaluation is not completed at the time specified above, the employee's performance shall be considered to have been satisfactory. The employee may be removed at any time during the probationary period for failure to meet the performance standards of the position.

Under extenuating circumstances, the probationary period may be extended for up to to three (3) months upon the recommendation of the Department Head and with the approval of the Personnel Director and the Union providing such recommendation is made at least two (2) weeks prior to the expiration of the probationary period.

#### Section 4.5 - Voluntary Demotion

Employee requests for a voluntary demotion to a vacant position in a lower job classification for which they are qualified shall be subject to the approval of the Department Head(s) affected and the Personnel Director. If more than one department is involved, agreement must be obtained from both Department Heads in addition to the Personnel Director. Notice of the action taken by the Department Head shall be given promptly to the employee. Denial of a voluntary demotion shall not be subject to the grievance procedure.

Such voluntary demotion may be given without the necessity for a competitive examination. If the employee's salary is higher than the maximum for the class to which he/she is being demoted, the employee shall be placed at the maximum salary for the class. If his/her salary is less than the maximum for the class, he/she shall be placed in the closest step in the new salary range. An employee must serve a probationary period of sixty (60) working days in the case of a voluntary demotion to a position not previously held. If the employee does not successfully complete the probationary period in the judgment of the Department Head with the approval of the Personnel Director, he/she may be reassigned, transferred or terminated but such action may be appealed through the grievance procedure.

### ARTICLE V LAYOFF AND RECALL

#### Section 5.0

Layoff shall mean any of the following measures initiated by the City:

- A. Involuntary, non-disciplinary termination of an employee because of lack of work or elimination of a position or the elimination of an activity.
- B. Reduction of an employee's hours of work, below the established work week for that classification.
- C. The City shall notify the Union and the employee at least thirty (30) calendar days in advance of any layoff of a permanent employee. Notice shall be delivered in person or be sent by certified mail.

### Section 5.1

- A. In any classification which is staffed by more than one (1) employee, the sequence of layoff shall be governed by seniority. Additionally, in lieu of layoff, any employee may elect to bump any less senior employee in an equal or lower position which he/she has previously performed successfully, or has the minimum qualifications of the classification in accordance with the job description as determined by the Personnel Director.
- B. An employee electing the option to bump must submit his/her request in writing to the Department Head and the Personnel Director within ten (10) working days of receipt of notice of layoff. The Personnel Director shall meet with the employee if the employee so requests to discuss positions for which the laid off employee believes he/she is qualified for. Upon a decision to bump, the Department Head shall reassign the employee to the lower classification if the employee meets the requirements as set forth above.

### Section 5.2

The following shall have super-seniority in the event of a layoff and recall:

President  
Vice President  
Secretary/Treasurer  
Chief Steward  
Steward

### Section 5.3

Layoffs shall take place within a Department or Division as identified in Appendix B. Layoffs should be within classification with the least senior employee being laid off first. The order of layoff shall be as follows:

- A. Substitute employees.
- B. Temporary and Seasonal employees.
- C. Part-time employees (working less than the standard work week for the classification).
- D. Full-time employees serving an initial probationary period.
- E. Permanent, full-time employees.

### Section 5.4

- A. An employee recalled under the provisions of this article shall not suffer any loss of rights, privileges or benefits.

B. Any employee laid off in accordance with the above article shall have his/her name placed on a reemployment list for the position last worked or position(s) in which he/she held prior to layoff or any bargaining unit position in a lower grade specifically identified and requested by the employee for which the employee is qualified. The names of employees shall be arranged on the reemployment list in order of seniority and shall remain thereon for a period of two (2) years.

#### Section 5.5

Employees on a reemployment list shall be rehired, reclassified to their former positions or reinstated to their former work week in accordance with their seniority and there shall be no appointments to such positions from outside the bargaining unit until employees on such reemployment list have been restored to their original status. The employee shall have the right to refuse one (1) offer of employment in a position below the class held at the time of layoff without loss of recall rights. A second offer shall not be in the same job position as the first refusal.

#### Section 5.6

An employee appointed from a reemployment list to a position in his/her former classification shall be paid at the same pay step as held when he/she was reduced in status or laid off.

#### Section 5.7

In the event an employee is recalled into a lower classification, or assigned to a lower classification in lieu of layoff, such employee shall be paid at the pay step in the lower classification which is closest to but not more than his/her previous step. The employee shall have the right of first refusal to return to his/her former position should the City decide to fill the position.

### ARTICLE VI HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

#### Section 6.0

A. The regular work day and week for bargaining unit employees on a salary basis shall be seven and one-quarter (7 1/4) hours per day. The hours shall be 8:15 a.m. to 4:00 p.m., with a one-half (1/2) hour lunch and one (1) twenty (20) minute coffee break for five (5) consecutive days a week, Monday through Friday, for a total of thirty-six and one-quarter (36 1/4) hours per week or as noted below. Hours other than those listed may be acceptable, provided an employee works the minimum of thirty-six and one-quarter (36-1/4) or forty (40) hours per week as their position requires. Any such work schedules must be submitted in writing and approved by the employee's supervisor. In the event the employee is required to work more than the seven and one-quarter (7 1/4) hours daily, the appropriate overtime rate will be applicable.

1. Hours of work for Youth Worker in Community Service Division of the Parks and Recreation Department shall be as follows:

Seven and one-quarter (7¼) hours per day Monday through Friday with a one-half (1/2) hour lunch and one (1) fifteen (15) minute coffee break for a total of thirty-six and one-quarter (36¼) hours per week. The hours of work shall be flexible with a starting time of 8:15 a.m. and an ending time of 8:00 p.m.

2. Hours of work for the Recreation Division including but not limited to the After School Program shall be as follows:

Seven and one-quarter (7¼) hours per day Monday through Friday with a one-half (1/2) hour lunch and one (1) fifteen (15) minute coffee break for a total of thirty-six and one-quarter (36¼) hours per week. The hours of work shall be flexible with a starting time of 8:15 a.m. and an ending time of 8:00 p.m. and the hours may vary from day to day or week to week depending on the needs of the division.

- B. Bargaining unit employees shall not be required to use a time clock.

C. The City, if it decides to do so, may offer the employees in the Town Clerk, Tax and Assessor departments, the opportunity to work extended working hours to 7:00 p.m. on Thursday evenings as it deems practicable. Employees shall only work such hours on a voluntary basis. If such hours are worked, the employee(s) will receive compensatory time in accordance with Section 6.2. If at any time coverage of the extended hours on Thursday night is not provided on a voluntary basis sufficient to meet the needs of these departments, the City and the Union agree to meet and discuss the staffing issue.

Employees who volunteer for such Thursday working schedule must be able to provide the necessary services to the public as determined by the Department Head.

In addition, the Assessor may require employees to work beyond normal work hours in December and January to complete the grand list by the statutory date of January 31<sup>st</sup> each year. If required to work beyond normal work hours, employees will receive overtime or compensatory time in accordance with Section 6.2

- D. The hours of Construction Inspectors and Surveyors shall be 7:00 a.m. to 3:30 p.m.

#### Section 6.1. Flextime

An employee may request a flexible work schedule and if it fits the needs of the City and there is mutual agreement between the professional employee and his/her department head. Flexible work schedules may be established within the confines of the workday. Such schedule shall be negotiated by the Union and the City, and shall be subject to an annual review with either the Union or the City reserving the right to cancel the agreement.

## Section 6.2

### A. Time and one-half shall be paid as follows:

1. For all work performed by an employee in excess of his/her regular work day or work week.
2. For all work performed on the sixth day of an employee's regular work week as set forth in Section 6.0.

### B. Double time shall be paid as follows:

1. For all work performed on the seventh day of the employee's regular work week as set forth in Section 6.0.
2. For all work performed on holiday plus regular holiday pay.

### C. Compensatory Time

Overtime may be compensated at the request of the employee by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. The City may elect to grant compensatory time once monthly for any overtime worked for each employee. The employee shall be paid at the appropriate rate of pay as stated in Section 6.2A and 6.2B above.

The employee must notify his supervisor in writing at the time that payroll is submitted, if he/she requests payment in compensatory time, otherwise payment will be financial.

- D. Employees shall not accrue more than 50 hours at any time during the fiscal year. In addition, any compensatory time earned must be used within one (1) year from the date earned. If an employee produces proof that he/she was unable to use his/her compensatory time as the result of a denial by the Department Head, then the Employee shall have a three month extension in which to use the compensatory time. If the Employee is again unable to use the compensatory time as the result of a denial by the Department Head, the Employee shall be paid out for that compensatory time at the appropriate rate.

Any current employee who has more than 50 hours of compensatory time at the time of ratification shall be allowed to use those hours which are in excess of 50 hours within one year of ratification.

- E. No more than five (5) consecutive days of compensatory time can be taken in any one month unless approved by the Department Head.

### Section 6.3

- A. Full time employees within a department shall be given preference on all overtime assignments.
- B. Overtime work for all employees of the department shall be assigned on as equitable a basis as possible within respective job classifications.

If the Union requests, overtime assignment rosters shall be conveniently and conspicuously posted in each department, listing all employees by their respective classifications. Overtime assignments offered to but not accepted by an employee shall be indicated on such rosters as time worked for purposes of overtime distribution only. The City is not required to offer overtime to an employee who has not worked his last scheduled shift.

- C. The Union shall be given, upon request, a list of all overtime hours, rates paid to each employee as of October 1st and April 1st.
- D. Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.
- E.
  - 1. An employee called in to work outside regularly scheduled working hours shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 1/2) times or double time, whichever is applicable. The minimum four (4) hours shall be for each call-in event and the change of the day shall not break the continuity of the four (4) hour minimum. If an employee is required to return to work during any 4 hour call in, he or she shall only receive one 4 hour call in. This does not apply to additional call ins if they are outside of the 4 hour time frame of a call in.
  - 2. Whenever overtime of two hours or less prior to the start of a regular work day is scheduled at least seventy-two (72) hours in advance, the employee shall be guaranteed a minimum of two (2) hours at the time and one-half (1 1/2) rate. If such overtime is scheduled on a weekend or holiday, or with less than seventy-two (72) hours notice, the provisions of (1) above shall apply.
  - 3. An employee who is scheduled to attend a meeting of the Common Council or any City board, commission or committee outside of his/her work hours shall be guaranteed a minimum of two (2) hours at the time and one half rate or hours worked at the time and one half rate whichever is greater.
  - 4. When overtime is requested of an employee, which overtime shall extend the normal end of an employee's shift and said employee elects with the supervisor's approval to perform said overtime prior to the start of said employee's normal shift, said employee shall be paid for the actual time worked prior to said shift at time and one-half of said employee's normal hourly rate.



#### Section 6.4

If an Inspector in any of the four following fields (Plumbing, HVAC, Electrical, Building) has the necessary qualifications under the Connecticut General Statutes to perform inspections in any of the other fields, he/she may perform such inspections.

### ARTICLE VII LEAVE PROVISIONS

#### Section 7.0

- A. Each employee hired prior to February 13, 2019 shall receive leave of absence with full pay for illness or incapacity at the rate of one and one-quarter (1¼) days per month. Employees hired after February 13, 2019 shall only receive leave of absence with full pay for illness or incapacity at the rate of one (1) day per month. If requested, each employee shall be notified by letter of accumulated sick leave during the month of July each year.
- B. In the case of an employee's use of sick leave in excess of three (3) consecutive working days, he/she, if the Department Head or his designee requests, must complete a sick-leave usage form stating the general nature of the illness or the need for sick leave and whether or not medical assistance was required. The form must be signed by the employee. (The sick leave usage form is attached as Appendix F)
- C. Each employee shall receive four (4) personal days every first of July. For each six-month period of perfect attendance the employee shall receive an additional personal day.
  - 1) Personal Days, holidays, compensatory days, funeral leave days not chargeable to sick leave and days covered by Worker's Compensation shall not break continuity for perfect attendance.
  - 2) In the event that continuity is broken, a new six (6) month accumulation period shall begin immediately upon the employees return to work.

#### Section 7.1

- A. Paid sick leave for any day will be allowed only if an employee reports such absence to the immediate supervisor or authorized agent within a reasonable period of time that day. Extenuating circumstances will be taken into consideration.
- B. The City reserves the right to propose an alternative to the present sick leave program. Such proposal however, shall be subject to full negotiations with the Union and may not be implemented unilaterally by the City. Any such agreed upon change shall be subject to ratification by Union members.

## Section 7.2

Employees shall be allowed to use paid sick leave for the twelve-week period of that leave under the provisions of the Family and Medical Leave Act (FMLA). In addition to the utilization of any sick leave balance, donated sick leave from other employees may be utilized for anytime up to the conclusion of the eligible twelve-week period, assuming that the individual's sick bank has been depleted prior to use of donated time.

## Section 7.3

### A. Bereavement Leave

Employees shall be entitled to bereavement leave with full pay as follows:

1. In the event of death in the employee's immediate family or the immediate family of his/her spouse or civil union partner, the employee shall be granted a minimum of three (3) days and may request up to five (5) successive regular work days absence without loss of pay to attend the funeral except that the maximum time for a brother-in-law and/or sister-in-law shall be two (2) days. Three of the five working days are not to be deducted from the employee's sick leave account. Immediate family for purpose of this clause is defined as parents, grandparents, spouse, brother, sister, child or grandchild and also any relation who is domiciled in the employee's household. Proof of death may be required by the Personnel Director.

Other individuals domiciled in the employee's household, or their immediate family members, will be considered in a case-by-case basis and will not have recourse to the grievance and/or arbitration procedure. Proof of death may be required by the Personnel Director.

2. Employees shall be entitled to one (1) day, for each funeral outside of the immediate family, chargeable to sick leave. Proof of death may be required by the Personnel Director.
3. The aforementioned days may be extended for extenuating circumstances when requested by the employee and approved by the Department Head and Personnel Director. Said request and approvals shall be in writing and all extensions shall be deducted from the employee's accumulated sick leave or vacation time account.

### B. Maternity and Adoption Leave

Employees shall be entitled to maternity or adoption leave pursuant to the following procedures:

1. Child-Bearing Leave
  - a. Maternity leave, chargeable to sick leave, shall begin when the employee's personal physician submits to the City a letter stating when the period of

disability commences and when the period of disability ceases. Except in the case of documented medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery. Upon her return, the employee shall be assigned to her former position.

- b. Any other leave shall be considered in accordance with the provisions of the Federal Family and Medical Leave act of 1993.
- C. If said employee is on his/her initial probationary period the probationary period shall resume when he/she returns to work.

#### Section 7.4 - Leave of Absence

- A. Upon written request and with approval of the Department Head, Personnel Director and Mayor, a leave of absence for a specific purpose and for a specific period not exceeding one (1) calendar year may be granted to an employee without pay and without loss of seniority. However, a leave of absence shall not be granted for purposes of pursuing other employment.
- B. In addition to (A) above, a leave of absence without pay up to a total of ten (10) working days in any fiscal year may be granted by the Department Head in consultation with the Personnel Director and/or Mayor to any employee with not less than six months of employment.

#### Section 7.5

- A. In lieu of eligibility under Section 7.2, when the serious illness or injury of a member of the employee's immediate family requires the employee's personal attendance, up to fifteen (15) working days chargeable to sick leave shall be granted provided, however, that the employee shall, unless otherwise excused by the Personnel Director, furnish a medical certificate from the physician in charge. For purposes of immediate family, it is defined for this section as spouse, civil union partner, parents, step-parents, foster-parents, grandparents, child, step-child, foster-child, brother, sister or a relative domiciled in the employee's household. Use of sick time shall not count as use toward accumulated personal days.

#### Section 7.6 - Retirement/Death Benefit

- A. At the time of an employee's retirement or death, he/she or his/her beneficiary shall receive, on the basis of current wages, full compensation for any unused accumulated sick leave according to the following formula –

0-75 days - 15 days or the actual amount of  
accrued days which is less

76-250 days - 35%

For employees hired after October 23, 1996, only the death benefit pay-out shall apply.

### Section 7.7 – Workers Compensation Act

- A. Whenever an employee is absent from work due to an injury or other incapacity resulting from his/her employment with the City, and is entitled to compensation under the Workers' Compensation Act, such absence shall not be charged against the employee's accumulated sick leave for a period not to exceed six (6) consecutive months. During said period, such employee shall be paid wages which together with weekly workers' compensation checks do not exceed his/her regular net weekly wage. If an employee is absent for this cause beyond six (6) months, the employee may, at his/her option make up the difference between weekly workers' compensation checks and his/her regular net weekly wage through the use of accumulated sick leave to the extent it is available. Thereafter, the employee shall receive only his/her workers' compensation entitlement. Net pay shall mean gross base pay less deductions for pension, income tax and FICA, if applicable.
- B. No employee will be eligible for sick leave during any period he/she is eligible for and/or collecting Workers' Compensation from an employer other than the City of New Britain.

### Section 7.8 - Military Leave

Any permanent, full time employee in the bargaining unit who is a member of the national guard, naval militia or the military, air or naval forces of the United States who is required to undergo field training therein, shall be entitled to leave of absence with full pay for the period of such field training not to exceed two (2) weeks per fiscal year. The said leave of absence shall be in addition to the annual vacation leave. A statement from military authorities evidencing such attendance shall be required by the City, as shown by a statement from military authorities evidencing rank, pay and allowance.

Any permanent, full time employee in the bargaining unit who is a member of the national guard, naval militia or the military, air or naval forces of the United States who is activated or otherwise required to perform military service over and above the two-week training period referenced above shall be paid the difference between his/her military pay and his/her regular pay upon submission by the employee of a form certifying the amount of money which he/she has been paid during his/her period of absence. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized reserves. On return from military service, an employee shall be reinstated in his former job or one of like rank and shall receive credit for the increments awarded during his absence on military service provided he reports for duty within ninety (90) days of his discharge from military service. The employee's accumulation of sick leave, upon leaving, shall be retained to his credit when he returns.

### Section 7.9 - Authorized Union Functions

Union officers and/or delegates, not to exceed two (2) shall be granted leave with pay, not to exceed one (1) week each per contract year (two (2) weeks each in alternate contract years when the International AFSCME Convention is held) to attend officially sponsored meetings, conferences or conventions, providing no compensation for lost time is received by the employee

from the Union. Prior notification of at least forty-eight (48) hours of such leave of absence must be given to the Personnel Director who shall notify the Department Head. This shall not preclude the Personnel Director from granting such time off with lesser notice.

#### Section 7.10 - Jury Duty

Employees summoned to jury duty will be paid the difference, if any, between the pay for jury service and their regular days pay; provided that the employee notifies the Department Head at the time of receipt of summons, furnishes proof of jury service and payment received, and reports back to the department for work on any day or portion thereof when the jury is not in session.

#### Section 7.11

Employees shall be granted leave with pay for the following reasons:

- A. Participation in conference or official meetings which enhance the employee's value to the City and is approved by the Department Head or is required for state certifications.
- B. Participation in job-related seminars; educational or training course which enhance the employee's value to the City and is approved by the Department Head or is required for State certification.

### ARTICLE VIII VACATIONS

#### Section 8.0

Employees shall earn vacation credits according to the schedule cited below. Vacation time is credited on a monthly basis (with the exception of Section 8A and B below) and may be taken by the employee as it is earned. Effective March 1, 2019 vacation time shall be credited on an annual basis (with the exception of Section 8A and B below) on the anniversary date of each employee.

- A. An employee after six (6) months but less than one (1) year of continuous service shall be entitled to a vacation of one (1) week, five (5) working days with pay.
- B. The employee who has completed one (1) year of continuous service shall be entitled to a vacation with pay of two (2) weeks, ten (10) working days annually provided the employee has not exercised the option in subsection (A) above
- C. An employee who has completed the required years of continuous service below shall be entitled to a vacation with pay as follows:

Two (2) years up to and including four (4) years, ten (10) working days.

Five (5) years up to and including nine (9) years, fifteen (15) working days.

Ten (10) years up to and including fourteen (14) years, one additional day for each year of service over nine (9) years to maximum of twenty (20) working days with fourteen (14) years service.

Fifteen (15) years up to and including twenty (20) years, twenty (20) working days.

Twenty-one (21) years up to and including twenty-five (25) years, one additional day for each year of service over twenty (20) years to a maximum of twenty-five (25) working days with twenty-five (25) years service.

#### Section 8.1

The vacation period will be set by mutual agreement between the Department Head and the employees except that seniority shall govern preference, provided a department's efficiency is not impaired.

#### Section 8.2

- A. Any accrued pro-rata vacation pay due an employee at the time of separation from City service, regardless of the reason, shall be paid in a lump sum.
- B. In the event of the death of an employee, the employee's estate shall receive any accrued, pro-rata vacation pay.

#### Section 8.3

- A. When a holiday as specified in Article IX occurs during a regular vacation, such time shall be charged as a holiday and the employee shall not be charged a vacation day for such time.

#### Section 8.4

Vacations shall not be accumulated but must be taken within one (1) year of the date earned unless written permission is granted by the Personnel Director and/or Mayor. The Personnel Director and/or Mayor may grant a carry-over of up to 15 days of vacation. Any days which the Personnel Director and/or Mayor allow to be carried over must be used within 6 months of the employee's anniversary date or said days will be forfeited. The Personnel Director shall notify the Department Head.

### ARTICLE IX HOLIDAYS

#### Section 9.0

- A. The recognized paid holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day

after Thanksgiving Day, Christmas Day, a floating holiday, and any holiday officially proclaimed as such by the Congress of the United States or the Legislature of the State of Connecticut.

#### Section 9.1

Holidays falling on a Saturday shall be celebrated on the preceding Friday.

#### Section 9.2

Holidays falling on a Sunday shall be celebrated on the following Monday.

#### Section 9.3

No holiday pay shall be paid to an employee who is under suspension or on a leave of absence without pay when the holiday occurs.

#### Section 9.4

If a holiday occurs while an employee is out on sick leave, such holiday shall not be charged against the employee's sick leave account.

#### Section 9.5

Employees may elect to convert his/her floating holiday and/or one vacation day into seven and one-quarter (7¼) hours of compensatory time which may be used in increments of one quarter hour or more. This compensatory time shall not be used for tardiness.

### ARTICLE X WAGES/LONGEVITY

#### Section 10.0

The salary rate in effect for employees covered under the Agreement shall be increased in accordance with Appendix "A" which is attached hereto as a part hereof.

The salary rates shall be adjusted as follows:

7/1/18 No general wage increase  
7/1/19 2%  
7/1/20 2%  
7/1/21 2.25%  
7/1/22 2.50%

### Section 10.1

- A. An employee after having served one (1) year, (12 months), in a particular position will advance to the next step on the pay plan. The implementation of this higher rate will become effective the first full work week occurring after such twelve (12) month period. The City reserves the right to withhold step advancement from individual employees whose performance is unsatisfactory, but such withholding shall be subject to the grievance and arbitration provisions of this Agreement.

### Section 10.2

- A. Any employee within the bargaining unit who is promoted to a new classification or is temporarily required and assigned to work in higher classifications shall be placed on a step of the schedule or the classification which is at least equal to the next higher step-in his/her former classification with a minimum increase of ten percent (10%) whichever is greater and any negotiated increases as they become due. Not to exceed the maximum step in the applicable paygrade.
- B. An employee who has been required and assigned to work in a higher classification outside the bargaining unit, after having served one year (12 months) in such higher classification, shall be advanced to the next step of the pay plan to which he/she has been temporarily assigned. In the event the employee continues to be assigned to such higher classification, step advances shall be made annually thereafter.

### Section 10.3

The classification and labor grade placement for each classification as of the effective date of this Agreement are shown in Appendix C and are made a part of this Agreement.

### Section 10.4

Any significant revisions to the present job specifications and any new job classifications during the life of this Agreement shall be negotiated by the Union and the City. The Union and the City agree to expedited arbitration on any outstanding issues regarding job specifications, as it applies to new and revised job descriptions in the current job study. The Union may submit requests for upgradings and/or title changes to the Department Head who shall provide a recommendation to the Personnel Director. Any upgrade and/or title change denied by the Personnel Director may be raised during negotiation of the successor collective bargaining agreement.

### Section 10.5

Any position listed in Appendix C whose pay rate has not been established shall be established when the position is filled. If the parties can not agree on a salary, then the matter shall be submitted to the Connecticut State Board of Mediation and Arbitration for arbitration in accordance with its rules.



## Section 10.6

For each employee hired prior to February 13, 2019 covered by this Agreement with a minimum of ten (10) years of continuous service as of April 1, each year the following amounts shall be added to such employee's annual salary for the years of service completed by April 1 of each year:

For ten (10) through fourteen (14) years service	525
For fifteen (15) through nineteen (19) years service	600
For twenty (20) or more years of service	700

Such longevity payments shall be made during the month of June of each year. In the case of retirement only, the City agrees to prorate the above longevity amount (1/12 for each month of service).

Employees hired after February 13, 2019 shall not be entitled to longevity

## Section 10.7

Employees working on a regularly scheduled shift operation, other than snow removal or other similar emergency type work, shall receive a shift differential as follows:

- A. Employees on the second shift shall receive 6% in addition to their regular rate.
- B. Employees on the third shift shall receive 8% in addition to their regular rate.

## ARTICLE XI INSURANCE

### Section 11.0

- A. Effective July 1, 2015 and thereafter, all Local #1303 members (hereinafter "members") shall be offered a \$2,000/\$4,000 High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). HSA accounts shall be funded fifty percent (50%) of the City's contribution on or about July 1 and the remaining City fifty percent (50%) on or about January 1 annually. Members may choose to contribute their portion of the deductible in equal installments through payroll deduction. Members shall obtain an advance against the January (second) HSA City 50% contribution in the event the member's HSA account has been exhausted and unpaid bills exceed \$200 prior to January 1 annually. If the member is participating in payroll deduction for his/her portion of the annual deductible or has prefunded his/her portion of the deductible and said member has bills exceeding his/her HSA account total, the City shall make an additional contribution, up to the City's

50% unpaid HSA contribution. The HDHP services shall be equivalent as present through the PPO. Contributions shall be as follows:

7/1/18 7% fully insured premium cost and City to pay 50% of the deductible  
7/1/19 8% fully insured premium cost and City to pay 50% of the deductible  
7/1/20 9% fully insured premium cost and City to pay 50% of the deductible  
7/1/21 10% fully insured premium cost and City to pay 50% of the deductible  
7/1/22 11% fully insured premium cost and City to pay 50% of the deductible

The premium cost share shall be based on the equivalent fully underwritten rates as set forth in the Anthem PPO Annual Renewal Package. The Plan design of the PPO shall remain equivalent to the current PPO.

Dental Plan cost share premium shall remain at 10% for Anthem flex dental. At the employee's sole cost, and only as may be offered by the provider, additional Delta Dental coverage beyond the basic coverage offered by the City may be elected.

Vision is a separate rider and vision rates will be included in the rates of the HDHP. For any member continuing to be enrolled in any plan other than the High Deductible Health Plan, i.e. Century Preferred, the City will pay the same dollar amount toward the premium cost for each plan as the City pays for premium cost in the High deductible plan for each member enrolled at each level of coverage. The member shall pay 100% of the difference between the City's total dollar premium (Core Plan) and the total premium cost for Century Preferred.

An outline of the benefits provided under these plans are attached in Appendix D. Any individual hired by the City after 7/1/2015 shall only be offered the High Deductible Health Plan with HSA for health insurance.

Employees not eligible to participate in an HSA, may participate in the HDHP with a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding (50%), with annual rollover of unused deductibles up to the maximum amount of the deductibles.

All employees and dependents enrolled in the City's health insurance are encouraged to participate in the City of New Britain Health Enhancement Program which requires employees to do the following:

1. Have their physician complete a preventative health attestation form indicating each employee/dependent is current for age appropriate screenings:
  - Physical exam
  - Breast cancer screening
  - Colon cancer screening
  - Cervical cancer screening

2. Have their physician provide them with age appropriate biometrical results including:

- LDL HDL, total cholesterol, blood glucose, height, weight, body mass index, waist circumference, blood pressure and pulse.

C 1. The City shall assume full cost of insurance for employees retired on a job related disability for the life of the employee.

2. The City shall pay the cost of insurance for individuals covered under this Agreement who were employed by the City on or before October 23, 1996, for the first seven (7) years of their retirement. Such individuals shall have the choice of the Century Preferred PPO, or High Deductible Health Plan. If the City changes carriers for the Anthem PPO Plan, or HDHP Plan, it shall have the equivalent plan design.

All shall be subject to the following restrictions:

a. The employee must be eligible for and must be collecting normal service retirement benefits as defined by MERS. If during any portion of the seven (7) year period the retiree and spouse are eligible for health insurance through any other employer, whose coverage is equal to or better than the basic hospital, surgical and major medical insurance provided by the City on the date of retirement, the City's obligation during that time shall be limited to reimbursement of any portion of the premium for such coverage which is not paid or reimbursed by any other employer.

b. If the retired employee is enrolled in the High Deductible Health Plan/HSA, City shall pay 100% of member's HDHP premium cost share for the period of 7 years who are eligible for post-retirement health insurance under the CBA which shall include up to the spouse and family. The City's HSA (or HRA where applicable) deductible contribution remain at 50%. The City's HSA deductible contribution for retirees will be handled and paid in as is done in Section 3a above. The City will pay 100% of bills submitted to the Retiree HRA account up to the City's 50% limit without payments from the Retiree.

At the time of retirement, those employees who are eligible for post-retirement health insurance in accordance with the CBA shall have a one-time option to enroll into Anthem Century Preferred PPO. If the employee does not take the option to enroll in PPO, at the time of retirement, they shall remain enrolled in the HDHP/HSA for the 7 year post-retirement period. The City will pay the full cost of coverage for the Anthem PPO, for the retiree and spouse only in the case of retirement after at least twenty-five (25) years of service with the City or retirement under the service connected disability provisions of the pension plan; eighty (80) percent of such costs for those who retire after at least twenty (20) years of service; sixty (60) percent of such costs for employees who retire after at least fifteen (15) years of such service; and forty (40) percent of such cost for employees who retire after at least ten (10) years of such service, provided in each case the employee meets the age and service requirements for

early retirement benefits or meets the requirements for service connected disability retirement benefits.

If during the seven year period, the employee or the spouse reaches age 65, he or she shall be placed on Medicare (if eligible) as primary and the City's Medicare supplement with a dental, vision and prescription drug rider coverage shall be secondary, both subject to the City of New Britain's obligation to pay all or a portion of the cost of the premium as outlined above. The employee agrees to meet with City and select the best Medicare Supplement plan that works for the employee. If the employee (retiree) and/or spouse are not eligible for Medicare, the City of New Britain's coverage as primary shall continue through the seven year period. The City shall reimburse the retiree and/or spouse for Medicare Part B only for those employees who qualify for the 7 years post-retirement health insurance benefits and only during that 7 year period.

- c. Any retiree and/or his or her spouse who are both age 65 or older and eligible and enrolled in Medicare as primary who wish to remain enrolled in a Medicare supplement beyond seven (7) years after the date of retirement, and any spouse of a deceased retiree age 65 or older and eligible and enrolled in Medicare as primary who beyond the seven (7) year period wishes to remain enrolled in a Medicare supplement after the death of the retiree, shall pay the full cost of the fully insured group insurance premiums. This section shall apply only if the Medicare Supplements offered by the City are fully insured. Should the City choose not to be fully insured for the Medicare Supplements, it agrees to meet with the Union and negotiate any impacts.
- d. Any individual hired into the Local bargaining unit after the October 23, 1996, shall not be eligible for any City paid retiree health insurance benefits as outlined in Section 11.0(B)(2)(a)(b)(c) above. Any permanent City employee hired prior to October 26, 1996 who subsequently becomes a Local 1303 bargaining unit member, shall receive the same level of retiree health insurance benefits that he/she was afforded prior to their inclusion in the Local 1303 bargaining unit, but not to exceed seven (7) years.
- e. The City may elect to experience rate the retiree's group separately in order to determine the cost of benefits and the appropriate premium rates to be assessed under the conditions set forth in this section of the agreement, where applicable.
- f. Questions relating to the interpretation and application of this section, including eligibility for other insurance coverage and equal to or better than coverage, shall be subject to the grievance and arbitration provisions of this agreement.
- g. In the event of a predictable cost, fee or tax due to the Affordable Care Act (i.e. Excise Tax), the parties shall agree to reopen and negotiate coverage afforded by the plan to minimize the obligation and/or bargain the allocation of same amongst the City and union.
- h. The Parties agree should the State Partnership Plan 2.0 become more cost effective than the current insurance plans, the parties agree to meet and discuss.

### Section 11.1

An employee who is covered under alternate health insurance through another employer other than the City of New Britain (e.g. spouse) may waive their basic health insurance benefits provided by the City (HMO, Anthem Blue Cross/Shield, and the related riders) for a minimum period of one (1) year. Employees who opt not to accept health insurance as outlined above shall be compensated on a fiscal year basis, capped at the rates of:

single-	\$1,200
two-person-	\$2,700
family-	\$3,700

Such payment (subject to regular deductions) shall be made during the fourth payroll week in July of each fiscal year. Employees choosing this option shall only be able to change their option effective on July 1 of each fiscal year by notifying the Personnel Director by the preceding April 1. However, any employee who becomes ineligible under some alternate health insurance coverage during the one (1) year period will be re-enrolled under the City's health insurance provisions provided that the City is notified, in writing, by the employee. No proof of insurability will be required. In a case requiring the re-enrollment of an employee before the one (1) year period has expired, the employee will receive a pro-rated amount for any full month he/she has participated in the plan; provided, however, that a minimum participation of six (6) full months in the plan is required. Such payment shall be made during the fourth payroll week in July. Any employee choosing this option will be required to sign a waiver of City insurance (HMO, Blue Cross/Shield and the related riders) and submit proof of alternate health insurance coverage to the Personnel Director and the Union President. If mandated by employer group insurance requirements, the City reserves the right to limit the number of employees who may participate in the plan.

### Section 11.2

#### A. Life Insurance

Each employee shall be enrolled in a group life insurance plan with Accidental Death and Dismemberment double indemnity (AD&D) in the amount of \$50,000.00 during the term of employment and \$10,000 at the time of retirement. The cost of such coverage for the individual group life insurance shall be paid for by the City. The employee will also be permitted to purchase additional life insurance at his/her own expense if allowed by the City's insurance carrier to a maximum of \$100,000 in accordance with the requirements of the optional life benefit program. The employee may purchase at his/her own expense additional life insurance for spouse, civil union partner and dependent children of the employee in units of \$10,000.00, if allowed by the City's insurance carrier. Each member shall be issued a copy of the Life Insurance Policy above.

It is agreed that the \$1,000 Life Insurance Coverage will be continued for those employees retired prior to the effective date of Plan B. Effective July 1, 1994 any Local 1303-332 retiree who left the City prior to July 1, 1988, will receive life insurance coverage in the amount of \$ 6,000.

## B. Dental Plan

Anthem Blue Cross/Blue Shield of Connecticut Flexible Dental Benefit as outlined in Appendix "D".

### Section 11.3

The City shall set up a pre-tax feature and a dependent care account at no cost to the employee.

A. A tax savings plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employee's taxable income as provided by law.

An employee may designate pre-tax dollars for certain medical/dependent care costs such as premium cost sharing amounts, deductibles co insurance charges and certain medical care not covered under existing insurance programs, and a dependent care account to pay expenses for children, disabled dependent or elderly parent.

### Section 11.4 - Pension Benefits

Subject to the provisions of Section 11.5 below, pension benefits shall be provided for the employees according to the Connecticut Municipal Retirement Fund Act as contained in Section 7-425 and 7-459, Connecticut General Statutes, Revision of 1958, as amended.

### Section 11.5

Effective no sooner than April 1, 1970, or upon the statutory entrance date, all eligible employees covered by this Agreement will be provided with coverage under Plan B of the Connecticut Municipal Employees Retirement Act. All DMD employees hired after November 17, 1998, will be provided with coverage under Plan B of the Connecticut Municipal Employees Retirement Act.

### Section 11.6

If the City finds it desirable to obtain equivalent insurance coverage(s) from alternate carriers, at no additional cost to the employee, the Union agrees to negotiate regarding such change of coverage upon written notice from the City of such intent. If the parties are unable to reach agreement, the City may request an evaluation of the equivalency of coverage by an arbitrator chosen under the provisions of Article 14.4. If the arbitrator(s) finds the coverage to be equivalent, the City may exercise the option of changing to the equivalent coverage through an alternate carrier.

### Section 11.7 – Tax-Sheltered Annuity Plan

The City agrees to continue the tax sheltered annuity plan for all employees who choose to participate. The plan shall conform to guidelines set forth for governmental deferred compensation plans.

### Section 11.8 - Disability

Any member of Local 1303-332 who has been retired by reason of physical or mental disability, pursuant to the provisions of Section 7-432, Connecticut General Statutes, may be required by the State of Connecticut to submit to a re-examination. Such examination is to be conducted by a surgeon or physician appointed by the State Employees' Retirement Commission and paid for either by said commission or the City of New Britain. Should the employee be found capable of returning to active duty, the employee shall be reinstated at the pay grade and step held at the time of the employee's retirement under terms of the Local contract in force at the time of re-instatement. In the event said retired member shall fail to comply with the order for re-examination, or if after re-examination, shall fail to comply with the request of the City or State to return to duty, said City or State shall have the power to stop further pension payments until the order has been complied with. This section shall apply to all members effective the signing date of this Agreement exclusive of employees not enrolled in MERF.

## ARTICLE XII SAFETY AND HEALTH

### Section 12.0

The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment including the furnishing of foul weather gear, boots and gloves, protective helmets, authorized safety glasses or goggles, respirators, etc., to those employees exposed to severe elements or required to work in hazardous locations.

### Section 12.1

A joint safety committee shall be formed by the City and the Union. The committee which shall be comprised of two (2) representatives designated by the Union and two (2) representatives designated by the City shall meet monthly to review and recommend safety and health measures in the various departments covered by this Agreement. Corrective measures against hazardous and unsafe conditions shall be implemented promptly. The selection of the appropriate corrective action shall be the sole responsibility of the City. One additional union member shall be allowed, who in the absence of the regular member will be allowed to vote on matters before the committee.

### Section 12.2

The City shall reimburse each employee in the following amount for the purchase of safety shoes which will be worn while working:

Effective 7/1/19 \$200.00

The employee will be eligible for the reimbursement of one pair of safety shoes and/or shoe inserts or work clothing that was damaged in the line of duty in any fiscal year, provided the proof of purchase and proof that clothing was damaged in line of duty is given to the satisfaction of the City. Such payment will be reimbursed in the second pay period from the day of

submission of the proof of purchase. In consultation with the Union, the City will determine the employees who are eligible for the reimbursement. The City may contract with a vendor to provide safety shoes. Employees shall have the option of using the vendor or purchasing shoes from other sources.

### ARTICLE XIII DISCIPLINARY PROCEDURE

#### Section 13.0

No employee covered by this Agreement shall be discharged or disciplined except for just cause.

#### Section 13.1

Other than in the case of initial probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of this Agreement.

#### Section 13.2

Any disciplinary action shall be stated in writing, giving the reason for same and a copy given to the employee and the Union President at the time of such action.

#### Section 13.3

The disciplinary record of any employee given a written warning under the provisions of this article shall be removed after a period of one (1) year, unless during that year the employee has been disciplined again for the same offense. Such written warning will not be used as the basis for other discipline. Any disciplinary action appealed through the grievance procedure and found to be without just cause shall be removed from the employee's record immediately.

#### Section 13.4 - Progressive Discipline

The parties agree that disciplinary procedures constitute a corrective process designed to improve an employees behavior through counseling and to make the employee aware of the fact that failure to change will result in increased penalties. In the event it is necessary to discipline an employee, an employee shall be afforded the opportunity of a pre-disciplinary meeting. Such employee shall be informed that he/she has the right to have a Union Representative present and shall be allowed time to arrange for such representation. The procedure for the imposition of disciplinary action shall occur in the following order:

#### Section 13.5

- A. Corrective interview conducted during an informal meeting between the supervisor (with or without the Department Head) and the employee. The results of the interview shall be recorded in writing. This document shall detail specific area of deficient performance and identify the minimum acceptable level of performance and a reasonable time in which improvement must be achieved.



A copy shall be provided to the employee and the Union. This shall not be considered a disciplinary action and shall not be added to the employee's personnel records.

- B. Written warning, putting the employee on formal notice that unless improvement is shown, further disciplinary action will be taken.
- C. Letter of reprimand from the Department Head containing a statement of prior efforts made to direct the employee's improvement and specifying a time limit within which a level of improvement must be made.
- D. Suspension without pay.
- E. Dismissal

The order of disciplinary actions specified need not be followed, such as in the case of serious misconduct or when the well-being of other employees or the public is at risk. For purposes of the above, the term "supervisor" shall mean the next immediate supervisor excluded from the bargaining unit.

#### ARTICLE XIV GRIEVANCE/ARBITRATION PROCEDURE

##### Section 14.0

A grievance shall mean a claim by an employee or the Union that rights under the specific language of this Agreement have been violated, or that there has been a misinterpretation or misapplication of the specific provisions of this Agreement. As used in this Agreement, the term "Employee" shall mean either (1) an individual employee, or (2) a group of employees having the same grievance.

##### Section 14.1

No grievance may be filed after fifteen (15) working days of the event giving rise to it. Any grievance which involves a continuing violation must be filed within fifteen (15) working days of the Union's knowledge of it.

##### Section 14.2

Grievances shall be filed on official Union grievance forms which specify:

- a. the facts;
- b. the issue;
- C. the date(s) of the violation alleged;
- d. the controlling contract provision(s); and

e. the remedy or relief sought.

Grievances may be modified up to and including Step III.

#### Section 14.3 - Informal Resolutions

The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of any dispute and to avoid the formal procedures.

#### Section 14.4

Non-disciplinary grievances shall be processed in the following manner:

Step I - The employee, in company with the Union Representative, shall first discuss the grievance with the next immediate supervisor excluded from the bargaining unit, who shall answer within two (2) working days. If no satisfactory settlement is reached at this step, the grievance shall be put in writing and may be submitted to the employee's Department Head within five (5) working days from the date on which the supervisor answered.

Step II - Within five (5) working days of receipt of the grievance, the Department Head shall meet with the employee and/or the Union Representative in an effort to resolve the grievance. The Department Head will answer in writing within three (3) working days after such meeting.

Step III - If not settled, the grievance may be submitted within five (5) working days after receipt of the answer of the Department Head to the Personnel Director. The Personnel Director shall meet with the employee and/or the Union Representatives within five (5) working days of the receipt of the grievance in an attempt to settle it. The Personnel Director shall answer the grievance in writing within five (5) working days after such meeting.

Step IV - If the grievance is not settled by Step III within the required time, the Union, but not an individual employee, may submit such grievance to arbitration. Notice of intention to arbitrate must be in writing addressed to the Personnel Director, and must be made not later than twenty (20) working days following receipt of the Step III decision or the expiration of the time limits for making such decision, whichever shall occur first. The matter shall be heard by the Connecticut State Board of Mediation and Arbitration in accordance with its administrative procedures, practices and rules. If designated by the Union in its notice of intent to arbitrate, the Union may request the services of a mediator prior to submitting the matter to arbitration, provided in no event may the case be submitted to arbitration later than twenty (20) working days after the first meeting with the mediator unless mutually agreed otherwise. The arbitrator shall hear and decide only one grievance at a time and shall be bound by and must comply with all the terms of this agreement. The arbitrator shall have no power to add to, delete from or modify in any way any of the provisions of this agreement. The decision of the arbitrator shall be binding upon both parties during the life of this Agreement, as provided by law. Fees and expenses, if any, of the arbitrator shall be borne equally by the Union and the City. References to "Arbitrator" include a single arbitrator or a panel of arbitrators.

#### Section 14.5 - Disciplinary Grievances

Pursuant to the provisions of Article XIII, a Department Head may discipline an employee up to and including a suspension without pay not to exceed fifteen (15) days. In the event a Department Head decides to recommend a disciplinary action be taken against an employee which exceeds the limit stated herein, such recommendation shall be put in writing and first provided to the employee and the Union President. The employee, a Union Representative and the Department Head shall meet within five (5) working days of notice of such recommendation and attempt to resolve the issue. If resolution is reached, the settlement shall be reduced to writing by the Department Head within three (3) working days of the meeting and signed by the employee, the Union and the Personnel Director with copies provided to each. If settlement is not reached within three (3) working days of the meeting, the Department Head may submit his recommendation to the appointing authority with copies to the employee and the Union President. Such pre-disciplinary hearing shall be held within thirty (30) calendar days of the appointing authority's receipt of the recommendation. The employee shall be permitted to have legal counsel and union representation at the hearing, if desired. The decision of the appointing authority shall be reduced to writing with a copy provided to the employee, the Union and the Personnel Director, within ten (10) working days after the hearing.

#### Section 14.6

An employee disciplined by an appointing authority or Department Head in accordance with the provisions of Section 14.5, may appeal such action beginning at Step III as provided for in Section 14.4.

#### Section 14.7

- A. The grievance procedure shall be the sole method of processing claims concerning rights and/or privileges provided herein or concerning interpretation or application of provisions of this Agreement.
- B. Nothing contained herein shall prevent any employee from presenting his/her grievance and representing himself in Steps 1 through 3 of these procedures. Such employee may not enter into any arrangement with the City that is in violation of any of the provision of this Agreement.
- C. The Union President may submit a written request for specific factual information, as related to a disciplinary action case from the Department Head or Personnel Director. The City will make such requested data available to the President.
- D. Employees covered by this Agreement shall have full rights to union representation in grievance hearings and investigatory meetings which the employee believes may lead to disciplinary action.

#### Section 14.8

- A. Any time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the City provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the City's answer in the last step considered.
- B. In the event the City fails to answer a grievance at any step within the time limits set forth in the Agreement, the grievance may be taken to the next step subject to the provisions herein.

#### Section 14.9

- A. Not more than two (2) stewards in each department shall be permitted to handle grievances. Such persons shall be permitted to adjust grievances during working hours without loss of pay up to a maximum of eight (8) hours each per month, provided that they shall notify their immediate supervisor when leaving their position for such purposes.
- B. Two officers of the Local Union shall be permitted to adjust grievances during working hours without loss of pay, provided that the total number of hours spent by the two employees between them shall not exceed eight (8) hours in any calendar week. Meetings requested by, or scheduled with representatives of the City, the State Board of Mediation and Arbitration under any of the provisions of Article XIV, and relating to the negotiation, enforcement, interpretation or application of this Agreement, shall not be charged against such time limit.
- C. Four employees of the Local Union shall be permitted time off to participate in negotiations for renewal or modification of this contract under Article XVI without loss of pay for any hours during which they would have been scheduled to work.
- D. Two officers of the Local Union shall be permitted time off without loss of pay for all time actually spent in arbitration hearings. The same shall apply for the principal participants as mutually agreed upon by the Personnel Director and the Union.
- E. Upon five (5) days notice to the respective supervisor (unless waived by the supervisor), a member of the Union who serves as President or Vice-President shall be allowed up to no more than a total of eight (8) hours combined per month to attend meetings between the Union and the Board of Education and/or the City in reference to any union matters.
- F. Whenever possible, all grievance meetings shall be scheduled within normal working hours.
- G. An employee required to be present at negotiations, a grievance meeting, arbitration hearing during regular working hours, shall not suffer any loss of pay for absence from work.

ARTICLE XV  
COMPLETE AGREEMENT

Section 15.0

The parties agree that all points covered herein above constitute the full and complete agreement between them. Each party has been fully represented and had adequate opportunity to make proposals and counter-proposals and neither shall be required, without its consent, to bargain further on any matter unless and until notice, in accordance with Section 24.1 below is given.

Section 15.1

No amendments, additions, subtractions or modifications shall be made to rules and regulations of the employer which shall override or contradict specific provisions of this Agreement or reduce the benefits provided herein without the mutual agreement of the parties.

Section 15.2

All memoranda of understandings (prior to July 1, 1994) between Local 1186 and the City shall become part of this Agreement as attached to an original master contract on file in the Personnel Department.

Section 15.3

Union members shall pay for parking in employee designated areas of city parking garages. They shall pay \$25.00 per month.

ARTICLE XVI  
NONDISCRIMINATION

Section 16.0

The parties agree there shall be no discrimination against any employee because of age, race, creed, color, religion, gender, national origin, sexual orientation, marital status, physical disability, political affiliation, or membership or non-membership in the Union.

Section 16.1

The City and Union shall abide by all Sections of the Americans with Disabilities Act, as it pertains to members of the bargaining unit.

ARTICLE XVII  
PRIOR PRACTICE

Section 17.0

Nothing in this Agreement shall be construed as abridging any right, benefit, privilege or condition of employment (as the term may be defined by the State Labor Relations Board) that

employees have enjoyed heretofore (or which may be provided in any ordinance of the City of New Britain applicable to employees in this bargaining Unit) unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XVIII  
SEPARABILITY

Section 18.0

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XIX  
EMPLOYEE ASSISTANCE PROGRAM

Section 19.0 - Employee Assistance Program

- A. The City and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities.
- B. The City shall provide informational EAP letters and/or meetings, at least twice a year for all employees.

ARTICLE XX  
DMD / SENIOR CENTER

Section 20.0

With reference to employees of the Department of Municipal Development and the Senior Citizen Center, the following provisions will apply.

- A. Seniority shall be defined in accordance with the practice in effect at the time of this Agreement and no employee shall lose any seniority credits he/she may have heretofore enjoyed prior to the effective date of the Agreement dated July 1, 1987. (1186 contract)
- B. For the purpose of this Section, no present employee shall be subject to any examination procedure in order to retain his/her present position in an unclassified status.
- C. Following the effective date of this Agreement when a vacancy or new position in the bargaining unit exists within the Departments covered herein and the City decides to fill the vacancy or new position, such position(s) shall be filled by regular Civil Service procedures subject to the conditions of the Agreement and provided that they have been included in the classified service by the Civil Service Commission and the Common Council.

- D. As relates to Section 4.0 in the Agreement, seniority shall include all full-time service of the employees regardless of the funding source.
- E. As relates to Bumping, in the Agreement, the bumping rights of employees within the Departments covered herein shall be limited to classifications specifically identified with their department.
- F. As relates to Bumping, City-wide in the Agreement, employees within the Departments covered herein shall have no City-wide bumping rights.
- G. For the purposes of this Section, the present practice shall continue with regards to day-long and overnight trips by employees in the Senior Citizen Center.
- H. The regular work week and workday shall be those in effect at the time of this Agreement.
- I. As relates to Section 10.7 in this Agreement, employees shall continue to be credited with the years of service as computed prior to the effective date of the Agreement and no employee shall lose any service credits as a result of the execution of the Agreement.
- J. In lieu of Section 11.5 in the Agreement, the City and employees of the D.M.D. agree that the present provisions (Diversified Investment Advisors Fund and Social Security) shall continue in effect for the duration of this Agreement or any extension thereof for those employees hired prior to November 17, 1998. Said employees thereby waive all rights during such period to participation in the Municipal Employees Retirement Fund.

## ARTICLE XXI RESIDENCY PROVISIONS

### Section 21.0

There shall be no residency requirements during the term of this Agreement for bargaining unit employees.

## ARTICLE XXII INDEMNIFICATION

### Section 22.0 - Indemnification

The City shall provide indemnification as required by State of Connecticut General Statutes Section 7-101a and 7-465.

ARTICLE XXIII  
PROFESSIONAL FEES, LICENSES AND ASSOCIATIONS

Section 23.0 - Professional Fees, Licenses and Associations

The City shall continue to pay all costs of fees, licenses, certifications, occupational taxes, required to meet minimum job qualifications. As of July 1, 1999, the City shall pay \$150 per year, per person for the membership fees of job related professional organizations. Payment shall not exceed three (3) memberships per person.

ARTICLE XXIV  
DURATION AND RENEWAL

Section 24.0 – Duration and Renewal

This Agreement shall be binding upon the City and the Union from the first day of July, 2018 and shall continue in full force and effect until midnight-of the thirtieth day of June, 2023, when it shall expire provided that if neither party gives the notice provided for in Section 24.1, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.

Section 24.1

If either the Union or the City desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) days prior to the expiration of this Agreement. Negotiations will commence not less than one hundred twenty (120) days prior to expiration of the existing Agreement.



## **APPENDIX A**

Local 1303 Pay Grades



## Appendix A

## 1303 Paygrades as of July 1, 2018 to January 1, 2023

			7/1/2018		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
			Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
3	36.25 Hours											
		Step 1	37.89	1,373.76	38.65	1,401.23	39.42	1,429.26	40.31	1,461.42	41.31	1,497.95
	Planner II	Step 2	39.82	1,443.68	40.62	1,472.56	41.43	1,502.01	42.36	1,535.80	43.42	1,574.20
	Building Official	Step 3	41.88	1,518.26	42.72	1,548.62	43.57	1,579.59	44.55	1,615.14	45.66	1,655.51
		Step 4	44.09	1,598.23	44.97	1,630.20	45.87	1,662.80	46.90	1,700.21	48.07	1,742.72
4	36.25 Hours											
		Step 1	36.14	1,309.90	36.86	1,336.10	37.60	1,362.82	38.44	1,393.48	39.41	1,428.32
	Sanitarian	Step 2	37.98	1,376.58	38.73	1,404.11	39.51	1,432.19	40.40	1,464.42	41.41	1,501.03
	Human Rights/Affirmative Action Officer	Step 3	39.93	1,447.68	40.73	1,476.63	41.55	1,506.16	42.48	1,540.05	43.54	1,578.55
	Recreation Services Coordinator	Step 4	42.04	1,523.98	42.88	1,554.46	43.74	1,585.54	44.73	1,621.22	45.84	1,661.75
4A	40 Hours											
		Step 1	36.14	1,445.60	36.86	1,474.51	37.60	1,504.00	38.45	1,537.84	39.41	1,576.29
	Chief Inspector	Step 2	37.98	1,519.20	38.74	1,549.58	39.51	1,580.58	40.40	1,616.14	41.41	1,656.54
		Step 3	39.93	1,597.20	40.73	1,629.14	41.54	1,661.73	42.48	1,699.12	43.54	1,741.59
		Step 4	42.04	1,681.60	42.88	1,715.23	43.74	1,749.54	44.72	1,788.90	45.84	1,833.62
5	36.25 Hours											
		Step 1	34.38	1,246.04	35.07	1,270.97	35.77	1,296.38	36.57	1,325.55	37.49	1,358.69
	Admin. Coord. For Health & Soc. Serv.	Step 2	36.12	1,309.46	36.84	1,335.65	37.58	1,362.37	38.42	1,393.02	39.38	1,427.84
	IT Analyst	Step 3	37.99	1,377.10	38.75	1,404.65	39.52	1,432.74	40.41	1,464.98	41.42	1,501.60
	Parking & Admin. Coordinator	Step 4	39.99	1,449.72	40.79	1,478.71	41.60	1,508.29	42.54	1,542.23	43.60	1,580.78
5A	40 Hours											
		Step 1	31.94	1,277.96	32.58	1,303.52	33.23	1,329.59	33.98	1,359.51	34.83	1,393.49
	Asst. Golf Course Supt.	Step 2	33.89	1,355.20	34.56	1,382.31	35.25	1,409.95	36.05	1,441.68	36.95	1,477.72
	Construction Inspector	Step 3	36.97	1,478.69	37.71	1,508.26	38.46	1,538.42	39.33	1,573.04	40.31	1,612.36
	Surveyors	Step 4	38.11	1,524.43	38.87	1,554.92	39.65	1,586.02	40.54	1,621.71	41.55	1,662.25
6	36.25 Hours											
		Step 1	32.92	1,193.52	33.58	1,217.39	34.25	1,241.73	35.02	1,269.67	35.90	1,301.41
	Special Tax Agent	Step 2	34.45	1,248.82	35.14	1,273.80	35.85	1,299.27	36.65	1,328.51	37.57	1,361.72
	Building Inspector	Step 3	36.08	1,308.15	36.81	1,334.31	37.54	1,361.00	38.39	1,391.62	39.35	1,426.41
	Plumbing Inspector/HVAC Inspector	Step 4	37.83	1,371.55	38.59	1,398.98	39.36	1,426.96	40.25	1,459.07	41.25	1,495.54
7	Public Health Nurse											
7	36.25 Hours											
		Step 1	32.18	1,166.40	32.82	1,189.73	33.48	1,213.52	34.23	1,240.82	35.09	1,271.85
	Public Safety IT Analyst	Step 2	33.71	1,221.70	34.39	1,246.14	35.07	1,271.06	35.86	1,299.66	36.76	1,332.15
	Senior Engineering Technician	Step 3	35.34	1,281.02	36.05	1,306.64	36.77	1,332.78	37.60	1,362.76	38.53	1,396.83
	Housing Inspector	Step 4	37.09	1,344.44	37.83	1,371.33	38.59	1,398.76	39.46	1,430.23	40.44	1,465.99



1303 Paygrades as of July 1, 2018 to January 1, 2023

39



## 1303 Paygrades as of July 1, 2018 to January 1, 2023

40





## APPENDIX B

### DEPARTMENT LISTING FOR PURPOSES OF ARTICLE V (LAY OFF)

Assessor  
Building  
Civil Service Commission  
Common Council  
Municipal Development  
Corporation Counsel  
Finance  
Health  
Human Rights Commission  
Parks & Recreation  
Police (Civilians)  
Public Works  
Senior Citizen Center  
Welfare  
IT

## APPENDIX C

### PROFESSIONAL LOCAL 1303-332, COUNCIL 4 AFSCME, AFL-CIO

Title	Pay Grade
Adolescent Specialist	10
Administrative Accountant	5
Administrative Coordinator for Health & SS	5
Assessment Analyst	8
Assistant After School Program Coordinator	11
Assessment Technician	11
Assistant Golf Course Superintendent	5A
Bacteriologist	9
Benefits Administrator	5
Bilingual/Bicultural Hispanic Caseworker (JJC)	11
Building Inspector	6
Building Official	3
Code Enforcement Officer	8
Construction Inspector	5A
Chief Inspector	4A
Disabilities Services Specialist	11
Drafter 1	16
Drafter 2	10
Drafter 3	8
Electrical Inspector	6
Engineer 1 (Survey Technician)	15B
Surveyor	5A
Engineering Technician 1/Computer Operations	10
Grants Coordinator	8
Housing Inspector	7
Human Rights/Affirmative Action Officer	4
IT Analyst	5
Laboratory Assistant	23
Law Enforcement Grants Administrator	8
Paralegal	10B
Parking and Administrative Coordinator	5
Planner 1	8
Planner 2	3
Plumbing/HVAC Inspector	6
Police Planner	8
Project Coordinator	15B
Public Health Nurse	6
Public Safety IT Analyst	7
Recreation Services Coordinator	4

Sanitarian	4
Senior Center Community Services Coordinator	5
Senior Center Program Coordinator	11
Social Worker	11
Special Tax Agent	6
Supervisor Signalization & Control	10A
Victim Services Coordinator	11
Youth Caseworker (JJC)	11
Youth Counselor	10
Youth Worker	10
Immunization Coordinator	11

## **APPENDIX D**

## **INSURANCE**

# 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.

City of New Britain H S A

## 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 2019, contributions can be made to your HSA up to the following:

\$3,500 individual coverage

\$7,000 family coverage

Note: These limits apply to all combined contributions from any source.

**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.

**Plus -**

### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility.

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

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

**Health Account + Bridge = Deductible**

### Bridge

Your Bridge responsibility will vary.

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

\$2,000 individual coverage

\$4,000 family coverage

**If needed -**

### Traditional Health Coverage

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

### Traditional Health Coverage

After your Bridge, the plan pays:

100% for in-network providers

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 Providers:

\$2,000 individual coverage

\$4,000 family coverage

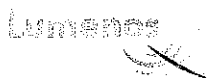
#### Out-of-Network Providers:

\$4,000 individual coverage

\$8,000 family coverage

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

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



## Tools and Personalized Services

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

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers.

**Healthy Lifestyles Online:** All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

**Enroll in ConditionCare:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** - There's no limit to the number of family members that can graduate from the program.. 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 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.

## 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 member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Coverage for Surgical Treatment of Morbid Obesity is excluded.
- Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.
- 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.

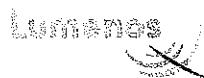
This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and 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.



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.



## ***VISION CARE PLAN***

### **ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:**

- ◆ Yearly eye examinations for vision corrections
- ◆ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses
- ◆ In-plan and out-of-plan coverage.

### **ACCESSING BENEFITS:**

- ◆ Participating providers will bill Blue Cross and Blue Shield directly. The member pays the provider directly for any charges which exceed the maximum allowance.
- ◆ Non-participating providers require payment from the member who, in turn, submits the itemized bill to Blue Cross and Blue Shield for reimbursement to the allowable schedule.

### ***VISION EXAM COVERAGE:***

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

### ***OPTICAL SERVICES:***

Frames for prescription lenses	Up to \$50 per calendar year
Single vision lenses	Up to \$60 per calendar year
Bifocal lenses	Up to \$70 per calendar year
Trifocal lenses	Up to \$90 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$180 per calendar year Per Member per Eye
Contact lenses when used for any other reason, equivalent to amount payable for single vision Lenticular Lenses	Up to \$60 per calendar year Up to \$140.00 per calendar year

### ***PRINCIPAL LIMITATIONS & EXCLUSIONS***

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,000/single or \$4,000/family for In-Network Providers. \$2,000/single or \$4,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$2,000/single or \$4,000/family for In-Network Providers. \$4,000/single or \$8,000/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premiums, Balance-Billing charges, and Health Care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, Century Preferred. See <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	none
	Specialist visit	0% coinsurance	20% coinsurance	none
	Preventive care/screening/immunization	No charge	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab – Office 0% coinsurance X-Ray – Office 0% coinsurance	Lab – Office 20% coinsurance X-Ray – Office 20% coinsurance	Lab – Office none X-Ray – Office none
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	none
	Tier 1 - Typically Generic	0% coinsurance (retail) and 0% coinsurance (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	
If you need drugs to treat your illness or condition More information about <b>prescription drug coverage</b> is available at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a> National	Tier 2 - Typically Preferred / Brand	0% coinsurance (retail) and 0% coinsurance (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	0% coinsurance (retail) and 0% coinsurance (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	*See Prescription Drug section.
	Tier 4 - Typically Specialty Drugs	0% coinsurance (retail) and 0% coinsurance (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	none
	Physician/surgeon fees	0% coinsurance	20% coinsurance	none
	Emergency room care	0% coinsurance	20% coinsurance	none
If you need immediate medical attention	Emergency medical transportation	0% coinsurance	20% coinsurance	none
	Urgent care	0% coinsurance	20% coinsurance	none
	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Failure to obtain pre-authorization may result in non-coverage or reduced benefits.

\* For more information about limitations and exceptions, see **plan** or policy document at <https://eoc.anthem.com/eocdbs/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance	20% coinsurance	-----none-----
	Outpatient services	Office Visit 0% <u>coinsurance</u> Other Outpatient 0% <u>coinsurance</u>	Office Visit 20% <u>coinsurance</u> Other Outpatient 20% <u>coinsurance</u>	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Failure to obtain pre-authorization may result in non-coverage or reduced benefits.
If you are pregnant	Office visits	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Failure to obtain pre-authorization may result in non-coverage or reduced benefits. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	Home health care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	200 visits/benefit period.
	Rehabilitation services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Therapy Services section.
	Habilitation services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Skilled nursing care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	120 days limit/benefit period. Failure to obtain pre-authorization may result in non-coverage or reduced benefits.
	Durable medical equipment	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Hospice services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Failure to obtain pre-authorization may result in non-coverage or reduced benefits.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	*See Dental Services section.

\* For more information about limitations and exceptions, see **plan** or policy document at <https://eoc.anthem.com/eocdbs/aso>.

### Excluded Services & Other Covered Services:

#### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- |                                                                   |                        |                     |
|-------------------------------------------------------------------|------------------------|---------------------|
| • Cosmetic surgery                                                | • Dental care (adult)  | • Long-term care    |
| • Routine foot care unless you have been diagnosed with diabetes. | • Weight loss programs | • Bariatric surgery |

#### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- |                        |                            |                                                                                                                                       |
|------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| • Acupuncture          | • Infertility treatment    | • Chiropractic care 50 visits/benefit period.                                                                                         |
| • Hearing aids         |                            | • Most coverage provided outside the United States <a href="http://www.bcbs.com/bluecardworldwide">www.bcbs.com/bluecardworldwide</a> |
| • Private-duty nursing | • Routine eye care (adult) |                                                                                                                                       |

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at or . Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

#### Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

#### Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next section.



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

Total Example Cost	\$12,840
In this example, Peg would pay:	
<u>Cost Sharing</u>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,460
In this example, Joe would pay:	
<u>Cost Sharing</u>	
Deductibles	\$1,198
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$21
The total Joe would pay is	\$1,219

**Mia's Simple Fracture**  
(in-network emergency room visit and follow-up care)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
Diagnostic test (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,010
In this example, Mia would pay:	
<u>Cost Sharing</u>	
Deductibles	\$1,925
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,925

# 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.

City of New Britain

## 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

\$ 1,000 individual coverage  
\$ 2,000 family coverage

The maximum amount of unused dollars that can roll over year to year is \$3,600 individual / \$7,200 family.

**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

#### In Network and Out of Network Providers

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

**If Needed -**

### Traditional Health Coverage

Your Traditional Health Coverage begins after you have 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 Providers

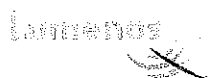
\$ 2,000 individual coverage  
\$ 4,000 family coverage

#### Out-of-Network Providers

\$ 4,000 individual coverage  
\$ 8,000 family coverage

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

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



## Healthy Rewards Program

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

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers.

**Healthy Lifestyles Online:** All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

**Enroll in ConditionCare:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** - There's no limit to the number of family members that can graduate from the program.. 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.



## 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
- Durable Medical Equipment including Orthotics
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Oral surgery to remove an impacted tooth, cutting procedures on gum or mouth tissues to treat disease and anesthesia used during surgery

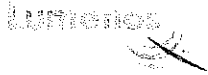
Some covered services may have limitations or other restrictions. With Anthem's Lumenos HRA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services subject to a 200 visit limit per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Some restrictions may apply to infertility services.
- Inpatient hospitalizations require authorizations.
- Coverage for Surgical Treatment of Morbid Obesity is excluded.
- Your Lumenos HRA plan includes an unlimited lifetime maximum.
- Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.

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

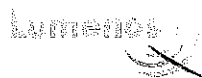
This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and 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.**



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.

## ***VISION CARE PLAN***

### **ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:**

- ◆ Yearly eye examinations for vision corrections
- ◆ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses
- ◆ In-plan and out-of-plan coverage.

### **ACCESSING BENEFITS:**

- ◆ Participating providers will bill Blue Cross and Blue Shield directly. The member pays the provider directly for any charges which exceed the maximum allowance.
- ◆ Non-participating providers require payment from the member who, in turn, submits the itemized bill to Blue Cross and Blue Shield for reimbursement to the allowable schedule.

### ***VISION EXAM COVERAGE:***

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

### ***OPTICAL SERVICES:***

Frames for prescription lenses	Up to \$50 per calendar year
Single vision lenses	Up to \$60 per calendar year
Bifocal lenses	Up to \$70 per calendar year
Trifocal lenses	Up to \$90 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$180 per calendar year Per Member per Eye
Contact lenses when used for any other reason, equivalent to amount payable for single vision	Up to \$60 per calendar year
Lenticular Lenses	Up to \$140.00 per calendar year

### ***PRINCIPAL LIMITATIONS & EXCLUSIONS***


Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,000/individual or \$4,000/family for In-Network Providers. \$2,000/individual or \$4,000/family for Out-of-Network Providers. This HRA account reimburses you for certain <u>deductibles</u> and <u>coinsurance</u> amounts up to \$1,000/individual or \$2,000/family.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. Preventive care for In-Network Providers.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket <u>limit</u> for this <u>plan</u> ?	\$2,000/individual or \$4,000/family for In-Network Providers. \$4,000/individual or \$8,000/family for Out-of-Network Providers.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>Balance-Billing</u> charges, and Health Care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, Century Preferred. See <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621 for a list of <u>network</u>	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u>

	<u>providers</u> .	pays (balance billing). Be aware your <u>network provider</u> might use an out-of-network <u>provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a <u>referral</u> to see a <u>specialist</u>?</b>	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

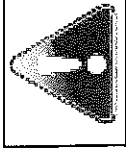
 All copayment and coinsurance costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Specialist visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Preventive care / <u>screening</u> / immunization	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab – Office 0% <u>coinsurance</u> X-Ray – Office 0% <u>coinsurance</u>	Lab – Office 20% <u>coinsurance</u> X-Ray – Office 20% <u>coinsurance</u>	Lab – Office -----none----- X-Ray – Office -----none-----
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need drugs to treat your illness or condition More information about <b>prescription drug coverage</b> is available at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a> National	Tier 1 - Typically Genetic	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	*See Prescription Drug section
	Tier 2 - Typically Preferred / Brand	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 4 - Typically Specialty Drugs	0% <u>coinsurance</u> (retail) and 0% <u>coinsurance</u> (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----

\* For more information about limitations and exceptions, see **plan** or policy document at <https://eoc.anthem.com/eocdbs/aso>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Physician/surgeon fees	0% coinsurance	20% coinsurance	-----none-----
	Emergency room care	0% coinsurance	20% coinsurance	-----none-----
	Emergency medical transportation	0% coinsurance	20% coinsurance	-----none-----
	Urgent care	0% coinsurance	20% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Failure to obtain pre-certification may result in non-coverage or reduced benefits.
If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance	20% coinsurance	-----none-----
	Outpatient services	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 20% coinsurance Other Outpatient 20% coinsurance	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	0% coinsurance	20% coinsurance	Failure to obtain pre-certification may result in non-coverage or reduced benefits.
	Office visits	0% coinsurance	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) Failure to obtain pre-certification may result in non-coverage or reduced benefits.
If you are pregnant	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	
	Home health care	0% coinsurance	20% coinsurance	200 visits/benefit period.
	Rehabilitation services	0% coinsurance	20% coinsurance	*See Therapy Services section
If you need help recovering or have other special health needs	Habilitation services	0% coinsurance	20% coinsurance	
	Skilled nursing care	0% coinsurance	20% coinsurance	120 days limit/benefit period. Failure to obtain pre-certification may result in non-coverage or reduced benefits.
	Durable medical equipment	0% coinsurance	20% coinsurance	-----none-----
	Hospice services	0% coinsurance	20% coinsurance	Failure to obtain pre-certification may result in non-coverage or reduced benefits.
If your child needs dental or eye care	Children's eye exam	0% coinsurance	20% coinsurance	*See Vision Services section
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	*See Dental Services section

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdbs/aso>.



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost	\$12,738
--------------------	----------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

**Managing Joe's type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost	\$7,400
--------------------	---------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,198
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$21
The total Joe would pay is	\$1,219

**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost	\$1,925
--------------------	---------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,925
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,925

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- |                                                                  |                        |                     |
|------------------------------------------------------------------|------------------------|---------------------|
| • Cosmetic surgery                                               | • Dental care (adult)  | • Long-term care    |
| • Routine foot care unless you have been diagnosed with diabetes | • Weight loss programs | • Bariatric surgery |

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- |                        |                            |                                                                                                                                       |
|------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| • Acupuncture          | • Infertility treatment    | • Chiropractic care 50 visits/benefit period.                                                                                         |
| • Hearing aids         |                            | • Most coverage provided outside the United States <a href="http://www.bcbs.com/bluecardworldwide">www.bcbs.com/bluecardworldwide</a> |
| • Private-duty nursing | • Routine eye care (adult) |                                                                                                                                       |

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cco.cms.gov](http://www.cco.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

**Does this plan provide Minimum Essential Coverage? Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdbs/aso>.



## Century Preferred

**\$20/\$0/\$25/\$0**

*Benefits at a Glance for FD 001097-181*

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

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$20	Deductible & Coinsurance
Hospital (HSP) Copayment	\$0	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$25	\$25
Outpatient Surgery (OS) Copayment	\$0	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$200/\$400/\$400
Coinsurance		20% after deductible up to
Cost Share Maximum ( <i>individual/2-member family/3+ member family</i> )		\$500/\$1000/\$1000
Lifetime Maximum	Unlimited	Unlimited

### PREVENTIVE CARE

Well child care*	OV Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	OV Copayment	
Routine eye exams – <i>one exam every calendar year superseded by vision rider</i>	OV Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	OV Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every calendar year</i>	OV Copayment	

### MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 within 3 years</i>	OV Copayment No Charge	

### HOSPITAL CARE – *Prior authorization required.*

Semi-private room	NO Copayment	Deductible & Coinsurance
Maternity and newborn care	NO Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	NO Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	NO Copayment	
Outpatient surgery – <i>in a hospital or surgi-center</i>	NO 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>co-payment</i>	ER Copayment	ER Copayment
Ambulance —	Unlimited	Unlimited

## OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST, per calendar year - excess covered as out of network</i>	NO Copayment	Deductible & Coinsurance
Prosthetic Devices	Unlimited	
Durable Medical Equipment	Unlimited	

## MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	NO Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

### \* Schedule of health examinations:

- 1 every month — 0 -5 months
- 6 months to 12 months — 1 every two months
- 13 months to two years — 1 every 3 months
- 15 months to three years — 1 every 6 months
- 4 years to 21 years — 1 every year
- 1 exam every 3 years from 22 through 34 years
- 1 exam every 2 years from 35 through 49 years
- 1 exam annually from 50 years and older

### \*Mammography:

- 1 baseline age 35 –39 yea
- 1 screening per year age 40+
- Additional exams when medically necessary

**Note:** In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

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 Health Plan. Please refer to your Certificate/Evidence 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.*

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

## **VISION CARE PLAN**

### **ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:**

- Yearly eye examinations for vision corrections
- Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses
- In-plan and out-of-plan coverage.

### **ACCESSING BENEFITS:**

- Participating providers will bill Blue Cross and Blue Shield directly. The member pays the provider directly for any charges which exceed the maximum allowance.
- Non-participating providers require payment from the member who, in turn, submits the itemized bill to Blue Cross and Blue Shield for reimbursement to the allowable schedule.

### **VISION EXAM COVERAGE:**

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required- Up to \$50 per calendar year

Exam without cycloplegia- Up to \$50 per calendar year

### **OPTICAL SERVICES:**

Frames for prescription lenses, Up to \$50 per calendar year

Single vision lenses, Up to \$60 per calendar year

Bifocal lenses, Up to \$70 per calendar year

Trifocal lenses, Up to \$90 per calendar year

Contact lenses when used to correct visual acuity to 20/70 or when medically necessary Up to \$180 per calendar year Per Member per Eye

Contact lenses when used for any other reason, equivalent to amount payable for single vision Up to \$60 per calendar year

Lenticular Lenses, Up to \$140.00 per cal. yr

### **PRINCIPAL LIMITATIONS & EXCLUSIONS**

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

City of New Britain FD 001097-181  
**CENTURY PREFERRED**  
**MANAGED RX, 3 TIER**  
*Benefits at a Glance*

**\$5 COPAYMENT GENERIC DRUGS**  
**\$10 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$20 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 **100-day supply** of prescription drugs from a retail pharmacy.  
You’ll be responsible for **one copayment** when purchasing up to a **100-day supply** of maintenance drugs through the voluntary mail-service program (see chart for details).

## Generic Drugs Have the Lowest Copayment

		<i><b>Your copayment:</b></i>
<b>Tier 1: Generic drugs</b>	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.	<b>\$5</b>
<b>Tier 2: Listed brand-name drugs</b>	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.	<b>\$10</b>
<b>Tier 3: Non-listed brand-name drugs</b>	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.	<b>\$20</b>
<b>Mail Service</b>	(One) copayment(s) per <b>100</b>	<b>\$5</b>
<b>Annual Maximum</b>	Per member per calendar year	<b>Unlimited</b>

## 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.

## Mail-Service Program

Express Scripts 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 **100-day supply** of these medications and have them delivered directly to your home.

One **mail-service copayment** will apply as follows: **\$5**

## National Pharmacy Network

Members also have access to a network of more than **65,000** retail pharmacies throughout the country. Members may call **1-888-207-4214**, 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 **100-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **100-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.***

**CITY OF NEW BRITAIN FLEX DENTAL**

**GROUP# 001097-130,154,155,165,166,170,179,180,181,183,185,187,188,193,280+285**

Description of Benefits	You Pay:
Annual Deductible ( <i>individual/family</i> )	N/A
Annual Maximum <i>per member per calendar year</i>	\$750.00
Lifetime Orthodontic Maximum <i>per member</i>	N/A
<b>DIAGNOSTIC &amp; PREVENTIVE SERVICES</b> <ul style="list-style-type: none"> <li>Initial evaluation</li> <li>Cleanings, twice a year</li> <li>Space maintainers to age 19</li> <li>Periodic evaluations</li> <li>Fluoride treatment to age 19</li> <li>Emergency palliative treatment</li> <li>Periapical X-ray (as needed)</li> <li>Periodontal maintenance</li> <li>Simple Extractions (1 per lifetime)</li> <li>Bitewing X-rays (2/yr)</li> <li>Full Series/Panorex X-rays (1 every 3 yrs)</li> </ul>	No Charge
<b>BASIC SERVICES</b> <ul style="list-style-type: none"> <li>Fillings</li> <li>Endodontics including but not limited to root canal therapy</li> <li>Recement Crown</li> <li>Simple and surgical extractions</li> <li>Repair and relining of dentures</li> <li>Recement Bridge</li> <li>Oral surgery</li> </ul>	Not Covered
<b>MAJOR SERVICES</b> <ul style="list-style-type: none"> <li>Periodontics</li> <li>Prosthodontics including but not limited to bridgework, partial and full dentures</li> <li>Crowns</li> <li>Post and core</li> <li>Inlays</li> <li>Onlays</li> </ul>	Not Covered
<b>ORTHODONTIC SERVICES (<i>child or adult</i>)</b> <ul style="list-style-type: none"> <li>Non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth</li> <li>Records</li> <li>Tooth guidance</li> <li>Repositioning (straightening) of the teeth</li> <li>Examination</li> </ul>	Not Covered

**ACCESSING BENEFITS:**

**Participating Benefits:** When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

**Non-Participating Benefits:** Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O. Box 659444, San Antonio, TX 78265.

**PRINCIPAL LIMITATIONS AND EXCLUSIONS**

*Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.*

*This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.*

**City of New Britain – Group # 4538  
Delta Dental PPO<sup>SM</sup> plus Premier  
0001 Active / 0002 COBRA**

**If a Delta Dental PPO<sup>SM</sup>, Delta  
Dental Premier®, or Non  
Participating Dentist is used**

**Calendar Year Deductible**

- Per Person

\$0

**Plan Pays:**

- Initial Oral Exam – 1/36 mos. 100%
- Periodic Oral Exams, Cleaning (2 per calendar year per person) 100%
- Space Maintainers (for children to age 19) 100%
- Fluoride Treatment for children to age 19 (2 per calendar year per person) 100%
- X-rays 100%
- Emergency Treatment 100%
- Simple Extractions (#7140) 100%

**Calendar Year Annual Maximum**

\$750

Dependent children are covered to age 25.

Delta Dental has two networks available under this plan. The Delta Dental Premier® network is the largest of the Delta Dental networks with over 356,000 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 282,000 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier®.

**You may use any fully licensed dentist under this plan**, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level. Delta Dental PPO<sup>SM</sup> dentists offer the lowest fees of our networks.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental may make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at [deltadentalnj.com](http://deltadentalnj.com) to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

1/11/2017



**City of New Britain - Group # 4538**  
**Delta Dental PPO<sup>SM</sup> plus Premier**  
**Supervisors – Buy Up Option**  
**1001 Active / 1002 COBRA**

**If a Delta Dental PPO<sup>SM</sup>, Delta  
Dental Premier®, or Non  
Participating Dentist is used**

Calendar Year Deductible  
• Per Person

\$0

**Plan Pays:**

Preventive & Diagnostic	100%
Endodontics	100%
Simple Restorations	100%
Simple Extractions	100%
Repair of Dentures	100%
Oral Surgery	80%
Crowns, Inlays and Gold Restorations	50%
Non Surgical Periodontics (\$500 maximum per person per year)	50%
Prosthodontics	50%
Orthodontic Benefits (Adults & Children - \$1,000 lifetime maximum per person)	60%
Annual Maximum	\$1,750

Dependent children are covered to age 25

Delta Dental has two networks available under this plan. The Delta Dental Premier<sup>®</sup> network is the largest of the Delta Dental networks with over 356,000 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 282,000 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier<sup>®</sup>.

**You may use any fully licensed dentist under this plan**, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level. Delta Dental PPO<sup>SM</sup> dentists offer the lowest fees of our networks.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental may make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at [deltadentalnj.com](http://deltadentalnj.com) to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.



Appendix E  
Employee Listing for Retirement Benefits  
updated August 2015

Individuals who are listed below are eligible for 7-year health benefits, in accordance with Section 11.0 (D). Only employees who were on the City payroll on or before October 23, 1996 are on this list. Employees hired after October 23, 1996 are not eligible for this benefit.

Bernacki, Judy; Parking and Administrative Coordinator  
Coughlin, John; Senior Center Community Services Coordinator  
Foligno, Lisa, Administrative Coordinator of Health and Social Services  
McDew, Omar; Youth Caseworker  
Zajac, David; Building Inspector  
Trish Haddad, Benefits Administrator (Personnel)  
Michelle Pavano, Grants Coordinator

CITY OF NEW BRITAIN

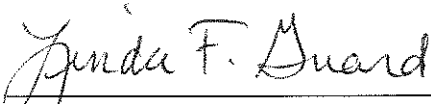
LOCAL 1303-332 OF COUNCIL 4  
AFSCME, AFL-CIO



Erin E. Stewart, Mayor



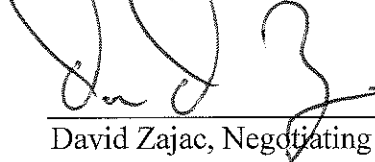
Brian Falkner, President



Linda F. Guard,  
Human Resources Director




Lisa Poligno, Vice President



David Zajac, Negotiating Committee



Ed Malik, Negotiating Committee



Travis Cromack, Staff Representative

Dated at New Britain this 8<sup>th</sup> day of  
March, 2019