

AGREEMENT

BETWEEN

THE CITY OF NEW BRITAIN

AND

***LOCAL 1165, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES***

COUNCIL 4, AFL-CIO

JULY 1, 2023 - JUNE 30, 2027

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PREAMBLE

This Agreement is entered into by and between the City of New Britain (hereinafter referred to as the "City"), and New Britain Police Union Local 1165, and 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 in entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligations of the City to the public.

The provisions of this Agreement shall be applied equally to all employees covered without regard to race, creed, color, sex, national origin, age, marital status, physical disability, or political belief.

ARTICLE I UNION RECOGNITION

1.0

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining pursuant to the terms and conditions of the Municipal Employees Relations Act with respect to rates of pay, wages, hours of employment and conditions of employment for all uniformed and investigatory employees of the Police Department, excluding the Chief of Police and Deputy Chief of Police.

ARTICLE II RIGHTS OF THE CITY

2.0

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

2.1

In the event funding becomes available, the Chief shall have the right to civilianize the functions of the property clerk. Implementation of this provision will not result in any layoff or elimination of sworn personnel. The City will provide sixty (60) days' notice to the Union in the event it decides to exercise its prerogative to implement this provision. If and when the property clerk functions are civilianized, the special services bureau will continue to handle narcotics.

2.2

In the event funding becomes available, the Chief shall have the right to civilianize the functions of the jailer. Implementation of this provision will not result in any layoff or elimination of sworn personnel. The City will provide sixty (60) days' notice to the Union in the event it decides to exercise its prerogative to implement this provision. This provision shall be limited to those functions of the jailer, which involve the monitoring of prisoners.

2.3

In the event funding becomes available, the Chief shall have the right to civilianize the functions of the Dog Warden. Implementation of this provision will not result in any layoff or elimination of sworn personnel. The City will provide sixty (60) days' notice to the Union in the event it decides to exercise its prerogative to implement this provision.

ARTICLE III UNION SECURITY AND DUES

3.0

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member.

3.1

Dues or service fee remittances, as specified by the Secretary-Treasurer of the Union, shall be remitted to the Financial Officer of the Union weekly.

3.2

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 deduction provisions of this Article.

ARTICLE IV SENIORITY

4.0

Seniority shall be defined as the length of an employee's continuous service from the date of their most recent employment as a regular police officer with the City of New Britain unless broken by any of the reasons set forth in Section 4.7 below. Rank seniority shall be defined as the length of an employee's continuous service from the date of his/her most recent appointment in his/her current rank, unless broken by any of the reasons set forth in Section 4.7 below, however, any certified officer hired as a lateral transfer prior to the graduation from the police academy of any new recruits, shall have rank seniority in the rank of patrol officer over those

new recruits regardless of the date of hire of the new recruits. In the event that two or more employees were appointed on the same date, their seniority standing shall be determined by order of appointment from the certified list. A union member may drop rank without losing seniority.

4.1

The City will maintain a seniority list for the Department, which shall be revised as of January 1st of each year and furnished to the Union with a copy posted on the Department bulletin boards. Any claims for corrections must be made through the grievance procedure provisions of this Agreement within fifteen (15) days after a copy is given to the Union, otherwise the list shall be deemed correct.

4.2

Entry Level Employees shall be on probation and shall not attain seniority under this Agreement until one year after they have successfully attained their POST-C Certification as a police officer. During such period, the employee shall be on probation and may be discharged by the City without recourse to the grievance and arbitration provisions of this Agreement by either the Union or the employee. However, before any formal recommendation of dismissal is made, it shall be discussed with the employee, with Union representation if he/she so desires. Upon one year after attainment of the POST-C police officer certification, the employee's seniority shall date back to the time of employment as provided in Section 4.0 above.

Certified or Lateral transfer officers shall be on probation and shall not attain seniority for three months from their date of hire with the exception of certified officers/ lateral transfers who are required to attend the academy and undergo FTO training. A certified officer/lateral transfer who is required to attend the academy and undergo FTO training shall be on probation until three months after the successful completion of his/her FTO training. During such period, the employee shall be on probation and may be discharged by the City without recourse to the grievance and arbitration provisions of this Agreement by either the Union or the employee. However, before any formal recommendation of dismissal is made, it shall be discussed with the employee, with Union representation if he/she so desires. Upon three months from the date of hire, the employee's seniority shall date back to the time of employment as provided in Section 4.0 above.

4.3

All regular members and officers of the department shall be assigned to either one of the following shifts in accordance with their preference by rank seniority, provided that the efficiency of the department is not impaired.

First Shift	7:00 A.M. to 3:00 P.M.
	7:30 A.M. to 3:30 P.M.

Second Shift	3:00 P.M. to 11:00 P.M.
	3:30 P.M. to 11:30 P.M.

Third Shift 11:00 P.M. to 7:00 A.M.
 11:30 P.M. to 7:30 A.M.

Fourth Shift 6:00 P.M. to 2:00 A.M.

Fifth Shift 10:00A.M. to 6:00 P.M.

Employees shall be given an opportunity to bid for shift assignments every four months, prior to December 1 and April 1, and August 1, and new shift assignments shall become effective with the first day of payroll week beginning on or after January 1 and May 1 and September 1 each year.

4.4

- A Special Assignments may be made by the Chief of Police to Special units provided, however, that no more than three (3) members with less than three (3) years of police experience including one (1) year of experience in New Britain shall at any given time be so assigned, unless all senior employees have refused the assignment, and that assignment of such junior personnel shall not be for a period longer than twelve (12) months; however, the number of such junior personnel and the duration of such assignment may be extended in specific instances by mutual written agreement of the Chief and the Union. If an officer is not selected for a special assignment, the city shall verbally provide the reasons for non-selection for purposes of improvement at a meeting with the Chief or his/her designee. Exclusive of sick/injured unit, an employee may request to leave a special assignment by letter to the Chief of Police. The Chief shall arrange such removal within thirty (30) days of the request of the employee. If necessary, the thirty (30) day requirement may be extended for an additional sixty (60) days in 30 (thirty day) increments, if the Chief of Police deems it to be in the best interests of the Police Department. Any additional time beyond the aforementioned shall be by mutual agreement between the Chief of Police and the Union.
- B. An officer who has received specialized training while assigned to a special unit may be called upon, during regular working hours or while off-duty, to investigate cases related to the specialized training. Officers may be temporarily re-assigned to the specialized unit for a period not to exceed thirty (30) days to assist in such investigation. In any event, officers so assigned shall be provided sufficient time and opportunity to follow-up on investigations and complete all necessary paperwork.

4.5

The following Union representatives who are employees shall have top seniority during their terms of office to be applied on a departmental basis to all cases of a decrease in a working force: President, Vice President, Secretary-Treasurer, Recording Secretary, five (5) members of the Executive Board, and five (5) stewards.

4.6

In the event of a reduction in the work force, layoff shall be in the inverse order of hiring and any recall to work shall be by seniority.

4.7

An employee's seniority rights under this Agreement may be permanently broken for any of the following reasons:

- (1) Voluntary quit.
- (2) Discharge for just cause.
- (3) If he/she is absent from his/her job for three (3) consecutive working days without notifying his/her Department.
- (4) Failure to return to work upon the expiration of a leave of absence without permission of the Chief.
- (5) Working while on compensable sick leave.
- (6) Gives false reasons for obtaining a leave of absence.
- (7) Falsifies a statement or intentionally omits information on employment application.

4.8

Supernumeraries may be called in to work as needed by the Chief of Police but only after the procedures in Section 5.1(a) and 5.1(b) have been followed.

ARTICLE V HOURS OF WORK AND OVERTIME

5.0

- A. The work week and workday in effect immediately prior to the effective date of this Agreement shall remain the basic work week and work day in effect during the term of this Agreement except as provided in (b) below. The existing cycle of days off for each rank and division shall not be changed involuntarily during the terms of this agreement.
- B. There will be a working shift of four days on, two days off for an approximate, average work shift of 37.33 hours weekly for employees in the Patrol Division. Such work shift will exist under the following requirements:
 1. During each quarter of the fiscal year, the Police Department can assign an employee to an eight-hour work shift for purposes of training during any workweek in which an employee is scheduled to work thirty-two (32) hours. The eight-hour training shift plus the four eight-hour work shifts constitute a regular workweek. As such, no overtime payment is due. The eight-hour shift for training will normally be scheduled during the first shift with the exception of specialized training as determined by the Police Department.

In addition, each eight-hour training shift may be scheduled by the Police Department without regard to the employee's regular working shift and is not subject to any overtime payment.

If any administrative body and/or court decides that additional compensation is due as a result of the inclusion of the training component into the basic work week, the City has the right to reopen negotiations on the 4-2 work week within thirty (30) days of such decision.

2. If the average sick leave usage for all employees on the 4-2 work week exceeds seven (7) days per employee for any fiscal year ending June 30, the City has the right to reopen negotiations on the 4-2 work week. Any notice to do so must be forwarded to the Union no later than September 1. Negotiations shall commence with thirty (30) days of such notice to the Union.
- C. In lieu of the 4-2 work shift, employees who are on special assignments, employees in the Detective Division and any employee not covered under the 4-2 work week will be given one and one-quarter (1 & 1/4) personal days off for every two months of employment so long as they remain in their present assignment and only for the duration of the 4-2 work week for Patrol personnel. Captain and Lieutenants working a 5-2, 5-2, 4-3 schedule are not entitled to personal days under this section. No employee shall accrue the one and one-quarter personal days for any period in which he or she is on leave without pay or suspension. With respect to an employee on extended sick leave, said employee shall receive their one and one-quarter personal days upon their return to work. With respect to employees on extended military leave, employees shall not accrue the one and one-quarter personal days for any period in which they are on unpaid military leave. Those employees who are deployed to another country in a time of war shall be entitled to the one and one-quarter personal days for the year in which they return to work.
 - D. The Detective workweek will be Monday through Friday, 8:00 A.M. to 4:00 P.M. and 4:00 P.M. to Midnight. All detectives in CID shall be on a rotating call-in list for weekends. When on call, a detective is required to monitor their phone and be suitable for call-in. A detective who was on call shall be entitled to select a day in the subsequent workweek to be off. A detective sergeant who is on call for a weekend shall be entitled to ½ day of earned time to be used in accordance with Section 5.4 of this agreement. The Special Services Unit will be assigned to work varying shifts depending on the needs of the department and the City. Effective July 1, 2020, if a detective is called back to work during the hours of 12 am to 8 am, he/she shall receive the 3rd shift differential set forth in Section 10.2, which is 6%, for all hours worked.
 - E. Captains and Lieutenants shall work a 5-2, 5-2, 4-3 schedule. It is the right of the City and the Chief to stagger the work weeks of Captains and Lieutenants to insure that their 4-3 work week does not happen at the same time. Captains and Lieutenants will submit their request for their 4-3 regular day off which must be approved by the Chief.
 - F. Employees shall be allowed to swap within rank and provided the swaps do not result in the City being required to pay additional overtime. Such swaps shall be approved by the Chief or his designee.

5.1

- A. Overtime constitutes any time worked for the Police Department over and above the regular workweek. As stated in Section 5.0(c)(1), the eight-hour work shift for purposes of training is considered part of the regular workweek. Special Duty assignments constitute any work performed for and paid for by any other department within the City or by any person or corporation other than the City. Regular employees within the Department shall be given preference on all overtime and special duty assignments provided that, in the case of overtime, the Chief or his designee shall have the sole responsibility to decide whether overtime, on any basis, is to be worked.
- B. Overtime assignments and special duty assignments shall be allocated by means of separate card file system. Each system shall consist of cards bearing the name of employees who have indicated their desire for such work. Overtime assignments shall be offered by shift and division preference, and special duty assignments shall be offered by rotation. The cards of employees accepting such assignments, or rejecting such assignments without a reasonable excuse, shall be placed at the rear of the file. New employees who indicate their desire for overtime or special duty assignments, or other employees who have withdrawn from consideration but wish to be reinstated, shall have their cards placed at the rear of the file. If an employee believes he or she was erroneously passed over for an overtime assignment, the employee shall notify the Deputy Chief of Police who shall investigate the employee's claim. The Deputy Chief shall respond to the employee's claim within three working days. If it is determined by the Deputy that the employee was passed over, the employee will be given the option to work an overtime assignment over the next seven days on his or her work shift from the date of notification by the Deputy Chief of Police. In lieu of working an overtime assignment, the employee may opt to take the loss of overtime hours at time and one-half (1 ½) as personal leave. Any dispute of the decision of the Deputy Chief is grievable under Article XIII.

Special duty shall be distributed no later than 10 a.m. on the day of the duty assignment.

Distracted Driver overtime as well as all other grant funded overtime in the Police Department with the exception of PAL overtime only, shall be offered on a rotating basis to members who have indicated a desire to work the relevant overtime.

- C. The Chief and the Union shall agree upon two (2) members of the Union who shall have the responsibility of handling the scheduling of special duty and overtime assignments. If the Union's concurrence is withdrawn, such appointment shall be changed by the Chief. No overtime or special duty assignments shall be made without the approval of the Chief or his designee. The Chief may assign specific officers to particular special duty assignments in his sole discretion when in his opinion such assignments are in the best interest of the Department.
- D. In an emergency the Chief may call to work or hold over any employee known to be available. An employee receiving a call to report to work for overtime under any

emergency circumstances shall report to work unless sick or injured. Whenever possible, the Union shall be given advance notice of the emergency situation to assure equitable distribution of emergency calls. Any time an officer is involuntarily held over for the filling of vacancies due to administrative errors, sickness, last minute time off, non-emergency hold-overs, that officer shall be given the rate of two (2) times the applicable hourly rate.

Any time an officer is held over for staffing or safety issues as set forth in the CBA and pursuant to Section 7.1(f) of the Recall to Duty Policy of the Department Rules, shall be paid time and one half as set forth in the collective bargaining agreement.

E. The Union shall have the right, upon reasonable advance notice, to review the special duty and overtime hours and hourly and salary rates for each employee covered by this Agreement for the purposes of investigating possible grievances which may be filed under the provisions of this Agreement.

F. The following ratio shall be followed on special duty assignments:

When a special duty assignment requires the hiring of between 4 and 7 officers,
1 Sergeant shall be hired;

When a special duty assignment requires the hiring of 2 or more Sergeants,
1 Lieutenant shall be hired;

When a special duty assignment requires the hiring of 2 or more Lieutenants,
1 Captain shall be hired;

In the event that all Sergeants have been offered the assignment but the position could not be filled, a Lieutenant can be substituted;

In the event that all Lieutenants have been offered the assignment but the position could not be filled, a Captain can be substituted.

When an outside vendor is required to hire a supervisor pursuant to the above ratio, that vendor shall pay the supervisor's or supervisors' rate(s) of pay.

5.2

Compensation for special duty assignments for police duty shall be as follows:

For all special duty assignments in which employees are hired by the City of New Britain and/or the New Britain Board of Education, one and one-half (1 & ½) times the hourly rate applicable to the 1st shift police officer classification.

SROs shall be given first preference for any New Britain High School sporting event, dinner, dance, prom or graduation event.

For all special duty assignments in which employees are hired by a private contractor who is

working for the City of New Britain and/or the New Britain Board of Education, one and one-half (1 & ½) times the hourly rate applicable to the 1st shift detective classification which hourly rate shall be determined by taking the weekly rate of pay for such position divided by 37.33 hours.

For all other special duty assignments, one and one-half (1 & ½) times the hourly rate applicable to the 1st shift sergeant classification.

Compensation shall be in accordance with the following schedule:

Up to four (4) hours.....Minimum four (4) hours pay at Special Duty Rate.

Four (4) hours through eight (8) hours.....Minimum eight (8) hours pay at Special Duty Rate.

All hours after eight (8) or
fraction thereof per hours..... Special Duty Rate for amount of time worked.

5.3

- A. Except as specified below, compensation for overtime assignments shall be at the employee's regular, straight-time hourly rate. Although the approximate, average regular work week of 37.33 hours for Patrol Division employees has been increased by the inclusion of the four annual work shifts for the purposes of training, the City agrees that for overtime and special duty assignments, the rate will be computed based on a 37.33 work week. Employees shall be compensated for overtime assignments at one and one-half times their regular hourly rate for any hours worked over and above their regularly scheduled work week. For the purposes of this paragraph only, the term "hours worked" includes any hours for which an employee receives compensation, except special duty assignments, but does not include hours for which the employee is on sick leave, with or without compensation.
- B. Regular employees recalled for overtime assignments after the completion of their regularly scheduled shift, and when such recall time is unconnected to the time of when their regular shift commences, shall receive a minimum of four (4) hours pay at the rate of time and one half (1 & ½).
- C. Employees may request half days and quarter days off at either the start of or end of their shifts. These requests shall be granted by the officer in charge of the shift at the time of the request so long as the efficiency of the department is not impaired. Seniority shall determine which officer may be granted time off, if more than one request for time off is made.
- D. Members may choose to accumulate compensatory time in lieu of payment of overtime at a rate of 1 & ½ times for hours worked for overtime which is part of the members' regular work (excludes special duty overtime). For any overtime which is incidental to a member's regular work, it will be the City's choice as to whether compensatory time will be allowed in lieu of overtime payment. Some examples of overtime which would be incidental to a member's regular work are instruction/teaching, recruiting, PAL, and explorers. For any city sponsored event, the member can choose compensatory time in

lieu of payment of overtime. No member may accumulate more than 80 hours of compensatory time at any time. Use of compensatory time leave shall be in accordance with the provisions set forth in Article 9.3.

5.4

Any time earned pursuant to Sections 5.0d, & 6.3a shall not be accrued but must be taken within 1 year of the date earned unless written permission is granted by the Chief of Police and Personnel Director. The City will provide quarterly reports of any earned time. The City of New Britain reserves the right upon verification of amount to pay out said amount over a three to five year period of time upon retirement based upon the City's financial status.

ARTICLE VI LEAVE PROVISIONS

6.0

- A. Each employee hired prior to April 1, 2000 shall receive leave with full pay for illness or incapacity at the rate of one and one-quarter (1 & ¼) working days per month, cumulative. No employee shall accrue the one and one-quarter sick days for any period in which he or she is on leave without pay or suspension. With respect to an employee on extended sick leave, said employee shall receive their one and one-quarter sick days upon their return to work. With respect to employees on extended military leave, employees shall not accrue the one and one-quarter sick days for any period in which they are on unpaid military leave. Those employees who are deployed to another country in a time of war shall be entitled to the one and one-quarter sick days for the year in which they return to work. Upon written request, each employee shall be notified of accumulated sick leave by letter during the month of January each year. At the time of an employee's death or retirement, he/she or the beneficiary (in the case of the employee's death) shall receive compensation for his/her unused sick days up to a maximum of 250 days at his/her then current daily rate of pay in accordance with the following formula:

20% of the first seventy-five (75) days

35% of the next one hundred seventy-five (175) days

Employees hired on or after April 1, 2000 shall receive one (1) day per month for sick leave up to a maximum of twelve (12) days per year. No employee shall accrue the one sick day for any period in which he or she is on leave without pay or suspension. With respect to an employee on extended sick leave, said employee shall receive their one sick day upon their return to work. With respect to employees on extended military leave, employees shall not accrue the one sick day for any period in which they are on unpaid military leave. Those employees who are deployed to another country in a time of war shall be entitled to the one sick day for the year in which they return to work. For employees hired on or after April 1, 2000 and prior to May 13, 2020 for purposes of payment of unused sick days at retirement or death, payout shall be in accordance with the above formula up to a maximum of 150 days. Employees hired after May 13, 2020 shall not receive payment of unused sick days at retirement or death.

The City of New Britain reserves the right upon verification of amount to pay out said amount over a three to five year period of time upon retirement based upon the City's financial status.

- B. Employees who have exhausted their sick leave may request additional sick leave in accordance with the terms of the Sick Leave Pool which is attached hereto as Addendum B.

6.1

The Police Department's medical certificate shall be required for any illness or injury of the employee's workweek or longer. The certificate may be required for sickness or injury of shorter duration only if the employee has had more than five (5) separate absences (regardless of duration) due to sickness or injury in a calendar year.

6.2

Maternity leave shall be granted to any pregnant employee physically unable to perform her duties, or any alternative duty which may be made available by the Department. Such leave shall begin at a time determined by the employee's personal physician, and shall continue until the employee is physically capable of returning to work, normally not later than eight weeks after delivery. Such leave shall be with pay to the extent of the employee's accumulated sick leave. In addition, the employee has the option of using any other accumulated time at their discretion.

6.3

- A. Each full-time employee shall be entitled to four (4) hours of earned sick time for each calendar month worked with perfect attendance. The four (4) hours of earned sick time will be credited to each employee on the following first day of each calendar month. The usage of any time off due to non-work related illness or injury, including but not limited to sick, FMLA, sick family and/or any unpaid leave during a calendar month shall cause a break in perfect attendance for that month and result in no credit of earned sick time. A continuous occurrence of sick time will only count for the calendar month that it originated in provided it occurs within the employee's regular work week.
- B. Employees while out on sick leave shall not leave their residence at any time during the respective shift for which the sick time was used except for medical or emergency reasons, unless notification and reason is given to the Shift Commander or in his absence, the senior officer in charge. This provision shall only apply in cases of illness, and not injury, regardless of whether such injury occurs on or off the job.

6.4

In the event an employee is absent from work because of an illness or incapacity entitling him/her to periodic benefits under the Workers' Compensation Act, such absence shall not be charged against sick leave if said employee has filed a workers' compensation claim which has

been accepted and there is medical documentation stating that the employee was totally disabled from work. Such absence will be charged to sick during the period in which the employee's workers' compensation claim is under consideration. If the Worker's Compensation claim is approved and the time lost from work is 3 days or less and the employee is not entitled to temporary total benefits under the Workers' Compensation Act, the employee's sick time will be restored. If the Worker's Compensation claim is denied by PMA, then sick time will remain charged for any time lost from work. If Employee has a return to work note and fails to return to work, then he/she will be charged his/her own accrued time.

The City shall pay the employee the difference between the workers' compensation benefits and his/her regular rate of pay, provided the City may require a certificate of continued disability from a mutually agreeable physician familiar with the type of injury in question as a condition of receiving such supplementary payments more than three (3) months after the date of the injury, and provided further, such supplementary payments shall end one (1) year after the date of injury. For injuries that arise specifically from the performance of an essential function of an officer's position as defined by the job description, such supplementary payments shall end two (2) years after the date of injury.

In addition to its existing statutory rights of recovery for workers' compensation benefits paid by the City to its employee from any verdict, judgment or settlement resulting in the payment of a sum of money by a third party, if the employees' verdict, judgment or settlement includes wage recovery, the City shall also be entitled to reimbursement of any supplemental payments that it has made to its employee out of the proceeds of said verdict, judgment or settlement. The rights of recovery by the City shall take precedence over the rights of recovery by the employee. Any reimbursement under this article will only be made from monies awarded for wage recovery.

6.5

In the event of death in the employee's immediate family or the immediate family of his or her spouse, 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. Three (3) of the five (5) working days are not to be deducted from the employee's sick leave account.

Immediate family for the purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, grandchild, step-parents, step-children and also any relation who is domiciled in the employee's household. Proof of death may be required.

Other individuals domiciled in the employee's household, or their immediate family member, will be considered on 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.

The maximum days for a brother-in-law, sister-in-law, aunt or uncle shall be two (2) days.

6.6

When a serious illness of a member of the employee's immediate family occurs and personal attendance is required for care of the immediate family, up to five (5) consecutive days off per fiscal year, with duty days in such period chargeable to sick leave, shall be granted; provided,

however, that the employee shall furnish a medical certificate. The Chief may, upon application and the showing of extenuating circumstances, extend the leave, which will be charged to sick leave.

6.7

Any permanent full-time employee in the classified service who is a member of the National Guard or Naval Military or the Military 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 fifteen working days per fiscal year. The said leave of absence shall be in addition to the annual vacation leave and the amount of compensation paid to the employee for such leave of absence. A statement from military authorities evidencing attendance shall be required by the City.

6.8

Under no condition shall an employee who is receiving sick leave pay or Worker's Compensation accept a job other than the job he/she presently has with the City.

ARTICLE VII VACATIONS

7.0

- A. The vacation period shall be July 1st through June 30th in each year, except that no vacations shall be granted on December 24, 25, 31 and January 1st for each year without approval of the Chief.
- B. For each employee hired after April 22, 2015, it is agreed that after six (6) months but less than one (1) year of continuous service, each such employee shall accrue .41666 days of vacation with pay per month from his/her date of hire which may be used after the initial six (6) continuous months of service and before the first anniversary date
- C. An employee who shall have completed the required years of continuous service during the vacation period (7/1 to 6/30) shall be entitled to the following vacation days as of July 1st however should an employee separate employment in any given year during the vacation period prior to his/her anniversary date and does not complete the required years of continuous service for the vacation days received on July 1st, he/she shall not be entitled to any additional vacation days and if used shall be required to pay back those days:

One (1) year – Four (4) years.....	10 working days
Five (5) years – Nine (9) years.....	15 working days
Ten (10) years.....	16 working days
Eleven (11) years.....	17 working days
Twelve (12) years.....	18 working days
Thirteen (13) years.....	19 working days
Fourteen (14) years – Twenty (20) years.....	20 working days

Twenty-One (21) years.....	21 working days
Twenty-Two (22) years.....	22 working days
Twenty-Three (23) years.....	23 working days
Twenty-Four (24) years.....	24 working days
Twenty-Five (25) years.....	25 working days

- D. No employee shall accrue vacation time for any period in which he or she is on leave without pay or suspension. With respect to employees on extended military leave, employees shall not accrue vacation time for any period in which they are on unpaid military leave. Those employees who are deployed to another country in a time of war shall be entitled to the vacation time for the year in which they return to work.

7.1

Vacation time for the period July 1st through August 30th shall be selected prior to May 1st of each year, and members will be notified by May 15th. Where there is a conflict between employees, rank seniority shall be given preference, provided any changes because of seniority or individual shifting shall be completed by July 1st. If no selection is made by an employee by July 1st, the Chief may grant vacation time as the efficiency of the Department requires.

After August 30th, any vacations for the remainder of the vacation period shall be given on the basis of seniority with a minimum of fifteen (15) days prior notice.

It is agreed that vacation time or any duration have priority status over all other leave. Anyone who has previously been approved for vacation time cannot be bumped. If a holiday occurs during a week when an employee is off on vacation, the employee shall be required to take a holiday for that day but will not be bumped.

7.2

Any accrued pro-rata vacation due an employee at the time he/she voluntarily terminates his/her service shall be paid provided the employee has given at least two (2) weeks' notice to the City. The notice provision may be waived by the City.

In the event of death of an employee, any accrued pro-rata vacation pay shall be paid to the beneficiary designated on his/her City insurance policy.

7.3

Employees shall be allowed to carry over a maximum of five vacation days into the subsequent vacation year.

7.4

Effective Fiscal Year 7/1/20-6/30/21 Employees will be allowed to cash out 5 days of compensatory time or vacation time on an annual basis. The cash out will occur in June each year commencing in June, 2021. Employees will be required make a request in writing to Police

Administration no later June 1st to cash out the 5 days and identify whether they are cashing out vacation days or compensatory time and the payout will be made in the last pay date in June.

ARTICLE VIII DISCIPLINARY PROCEDURE

8.0

No employee shall be discharged, terminated, demoted, suspended or disciplined in any other manner except for just cause. As used herein, the term "demoted" shall not include the reassignment of any employee working in an "acting" assignment, resulting in a reduction of the employee's rate of pay.

8.1

All disciplinary action must be based upon a finding of just cause.

In the event the Chief of Police or his designee decides that disciplinary action in excess of thirty (30) days suspension is justified, the Chief or his designee shall first notify the employee and the Union President of the disciplinary action. The employee, a Union Representative and the Chief of Police or his designee shall meet within five (5) working days of such notice and attempt to resolve the issue. If resolution is reached, the settlement shall be reduced to writing by the Chief of Police or his designee within five (5) working days of the meeting and signed by the employee, the Union, the Personnel Director and the Chief of Police or his designee. Such settlement is final and binding on all parties. If agreement is not reached the Chief or his designee shall issue the disciplinary action.

8.2

Employees shall be entitled to Union representation upon request at any interview, investigation or hearing which may result in disciplinary action.

8.3

Only the Chief of Police shall have the authority to discharge, terminate, demote, suspend or discipline an employee in any other manner. No employee shall be discharged, terminated, demoted, suspended or disciplined in any other manner by the Chief of Police except for just cause, and only after being offered the opportunity for a hearing. An employee who has the possibility of disciplinary action of a suspension or greater will have a minimum of one (1) week notice prior to the hearing. The employee shall be entitled to legal representation if he/she chooses to attend such hearing.

8.4

Other than in the case of probationary employees, any disciplinary action, including discharge, may be appealed only through the grievance procedure set forth in this Agreement, commencing at Step 2, or through the courts. A disciplinary action or discharge may not be appealed to the Civil Service Commission or the Board of Police Commissioners.

8.5

Any disciplinary action other than verbal reprimand shall be stated in writing, giving the reason for same, and a copy given to the employee and the Union steward at the time of such action. No warning may be used against an employee more than one (1) year after it is issued provided that no other disciplinary action has been issued during that year. Regardless of the above, no warning may be used against an employee more than two years after it is issued.

8.6

Any employee who is discharged or terminated shall be entitled to continued participation in the group insurance program as outlined in Article XI of this bargaining agreement, at his/her own expense but at group rates, until a decision is rendered by the Board of Mediation and Arbitration. If as a result of such decision the employee is reinstated with back pay, the employee shall also be reimbursed for his/her group insurance expenses.

8.7

In the case of a termination from employment, the Union or the City, at either party's option may demand arbitration before the American Arbitration Association or other comparable Alternate Dispute Resolution (ADR) provider if the American Arbitration Association ceases to handle such claims, in lieu of any rights to proceed to arbitration before the State of Connecticut Board of Mediation and Arbitration. In such an event, the City and the Union shall share equally the cost of such arbitration, exclusive of attorneys' fees.

ARTICLE IX HOLIDAYS

9.0

The recognized paid holidays shall be as follows: One floating holiday which represents Election Day**, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any holiday officially proclaimed as such by the Congress of the United States or the Legislature of the State of Connecticut. Any employee hired after April 22, 2015, shall be entitled to the following 13 holidays, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and any holiday officially proclaimed as such by the Congress of the United States or the Legislature of the State of Connecticut

**If Election Day is declared a state or federal holiday, the Union shall not be entitled to another holiday but rather the floating holiday shall remain.

Effective July 1, 2020, any employee using their accrued time on a regular scheduled holiday shall have the appropriate time drawn from their holiday bank.

No employee shall accrue holidays which are celebrated while he or she is on leave without pay or suspension. With respect to employees on extended military leave, employees shall not accrue

holidays for any period in which they are on unpaid military leave. Those employees who are deployed to another country in a time of war shall be entitled to the holidays for the year in which they return to work.

9.1

If a holiday occurs while an employee is out on sick leave, such holiday shall be charged against the employee's sick leave account. However, the employee shall be entitled to a day off, on a date subject to a time mutually agreeable to the department head and the employee. Employees who are off duty on any of the approved holidays by reason of vacation, regular days off or other approved leave with pay shall receive a compensation day off.

9.2

No holiday pay shall be paid an employee who is under suspension.

9.3

Employees shall be entitled to holiday time, personal days, comp time, earned days off at the employee's choice provided, however, a prior notice of two (2) consecutive days is given to the Chief or the Chief's designee, who may waive the notice requirement. The Chief shall determine the number of employees who may be off at any time under this Section, provided the efficiency of the department is not impaired. Seniority within rank and assignment shall be followed with regard to granting such time off. Any unused holidays in excess of four (4) as of April 2 each year may be assigned by the Department prior to June 1 for the remaining period of the fiscal year. An employee shall be paid, upon request, for holidays not used or assigned prior to June 30. Such payment shall be made prior to June 30. Any employees who are hired after ratification by Union Membership and approval by the Common Council, which date is established as April 22, 2015, shall be entitled to use or cash out 8 holidays and the remaining 5 shall be on a use it by June 30th or lose it basis.

9.4

Upon the retirement, death, resignation or termination of an employee for any reason, any holidays which have passed but not yet been taken by said employee shall be paid within thirty (30) days of such retirement, death, resignation or termination for any reason.

ARTICLE X WAGES

10.0

- A. Salary schedules with effective dates shall be listed in Appendix A attached to this Agreement. Police Trainees shall be paid at the trainee rate for their length of time in the Academy. Certified officers/lateral transfers hired with 30 months or more of service as a certified police officer prior to being hired by the City of New Britain who are not required to attend the academy and undergo FTO training, will be placed at the step of Patrol Officer on the salary schedule prospectively based upon their prior months of

services as a certified police officer. Certified Officers/Lateral transfers who are required to attend the academy and undergo FTO training shall be hired at the salary of a Police Trainee as set forth in Appendix A of the CBA. Once the lateral transfer completes FTO, he/she shall be placed at the Patrol Officer-2nd Step (30 months) pay range.

Effective July 1, 2023, there shall be a 3% general wage increase for all union members at all steps.

Effective July 1, 2024, there shall be a 2.75% general wage increase for all members at all steps.

Effective July 1, 2025, there shall be a 2.75% general wage increase for all members at all steps.

Effective July 1, 2026, there shall be a 2.75% general wage increase for all members at all steps

In addition to the wage increases set forth above, there shall be a 5% differential in wages between ranks. This differential shall be computed based on the highest paid employee of the lower rank to the lowest paid employee of the higher rank.

B. All employees shall utilize direct deposit for their paychecks

10.1

An employee temporarily assigned to work in a higher classification shall receive an adjusted rate while working in the higher class. No employee shall be considered as working in an acting capacity unless specifically assigned by the Chief or Chief's designee, or unless such assignment shall exceed a period greater than three (3) days. The adjusted rate shall be the rate in the temporary classification.

10.2

Employees working on the third shift in accordance with Section 4.3 shall be paid a work bonus of 6% on total earnings for all hours worked. Employees working on the fourth shift in accordance with Section 4.3 shall be paid a night work bonus of 5% on total earnings for all hours worked. Those employees working on the second shift in accordance with Section 4.3 shall be paid a work bonus of 4% on total earnings for all hours worked. The above shift bonuses will be figured on a weekly basis and shall be applied to hours worked during the noted shifts only.

10.3

For each employee covered by this Agreement and hired prior to May 13, 2020 with a minimum of ten (10) years of continuous service, the following amounts shall be added to such employee's annual salary for years of service completed prior to July 1st of each year.

For ten (10) through fourteen (14) years	\$400.00
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For fifteen (15) through nineteen (19) years	\$475.00
For over twenty (20) years	\$575.00

Such payments shall be made during the second payroll week in July of each year. Employees hired after May 13, 2020 shall not be entitled to the payments set forth in this section.

10.4

All employees in pay grades included in the bargaining unit shall receive additional compensation annually for educational attainment of associate, bachelor's and/or master's degrees from an accredited college or university.

The following amounts shall be added to the employee's pay during the second payroll week in July of each year upon proof of attainment of:

Associate Degree	\$450.00 Total
Bachelor's Degree	\$650.00 Total
Master's Degree	\$750.00 Total

Those who have obtained the semester equivalency of an associate, bachelor's, or master's degree, prior to July 1, 1978, shall continue to receive the same additional amounts accorded those who have received a degree.

10.5

All employees receiving compensation in accordance with Section 10.4 shall submit copies of their degrees and/or semester equivalency of an associates, bachelors or masters degree to the Personnel Director for permanent record in the employee's personnel file.

10.6

Members assigned to the Canine Corps, who are entrusted with a dog, will be given one hour during the shift to care for the dog. This care shall include, but not limited to, exercising and feeding the dog. The hour allowed will be during the regular eight-hour tour of the officer and dog. In the event the officer and dog do not take the hour afforded due to work, the officer shall be compensated for one hour of pay at his regular straight timed hourly rate. Should the need arise for the use of the dog when the canine team is not scheduled to work, the department canine team shall be called in on an overtime basis before any outside agency canine team is called under the Mutual Aid Compact. The Department shall continue to cover the cost of feeding and medical care of the dog, so long as the dog is on active duty.

10.7

An officer who speaks and reads and who can interpret a foreign language into English and English into the foreign language, as performed during an interview or investigations, shall be paid \$450.00 per year to perform that duty as required in the field or upon the request of a supervisor. As proof that the officer has the requisite skills to perform interpretation the officer shall submit and pass an examination by an expert selected by the City.

The City will accept a college degree in any foreign language as sufficient proof of the officer's ability to translate a foreign language. Such payment shall be paid in the 2nd payroll week of July.

10.8

All members of the SWAT team shall receive an annual equipment stipend in the amount of \$500.00 to be paid in the first pay period of November each year.

ARTICLE XI INSURANCE AND PENSION

11.0

- A. 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.
- B. An employee who is covered under alternate health insurance through an employer other than the City of New Britain (e.g. spouse) may elect in writing, on a form provided by the City, to waive coverage under the City's hospital, surgical and major medical insurance plans. Employees hired prior to May 13, 2020 shall receive payment at the following rates single \$2,000.00, two person \$3,500.00, family \$4,500.00. Employees hired after May 13, 2020 shall receive payment at the following rates single \$1200.00, two person \$2700.00, family \$3700.00. These amounts will be paid on or about December 1st of each year, and prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the City was not required to pay any premiums for hospital, surgical or major medical insurance coverage for the employee or his/her dependents. It is noted that for any new hire, these payments will be made only for the time in which the employee would have been on the City's health insurance. Please note that health insurance coverage does not begin until the first of the month following thirty days of service. For example, if an employee is hired on January 10th, health insurance coverage would not begin until March 1st. Any current employee who is married to another City employee and is receiving PILO as of May 13, 2020 shall be grandfathered. See Appendix B
- C. The City and the Union agree that the following amount will be deducted from each employee's pay towards the total cost of his/her health and dental coverage as provided under this Article (or equivalent coverage should a change of carriers be made under the terms of Section 11.3):

The term "premium cost" as used herein shall mean the fully insured rate that each carrier charges or would charge the City to provide the benefits listed below for each level of coverage (i.e., individual, two-person, and family).

Effective 7/1/15 and thereafter, all Local #1165 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

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 has fully funded his/her portion of the HSA account prior to the January (second) HSA City 50% contribution, 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 virtually same as present through the PPO. Contributions shall be as follows:

7/1/23	17% premium cost and City to pay 50% of the deductible
7/1/26	18% premium cost and City to pay 50% of the deductible.

Dental Plan premium cost (17%) will remain as present for those in the Flex7 Dental Plan

Vision is a separate rider and vision rates will be included in the rates of the HDHP

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.

For any member continuing to be enrolled in the Century Preferred plan, 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 the Century Preferred plan. Effective July 1, 2020, the Bluecare plan shall no longer be offered.

Any individual hired by the City after 7/1/2015 shall only be offered the High Deductible Health Plan with HSA for health insurance, in accordance with the above.

Employees not eligible to participate in an HSA/HRA due to active military duty, may participate in the HDHP with a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding, with annual rollover of unused deductibles up to the maximum amount of the deductibles. Unused funds shall be deposited in employee's HSA account upon return from active duty and eligibility of an HSA if allowed pursuant to law.

Employees not eligible to participate in an HSA due to enrollment in an FSA may participate in the HDHP with a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding until July 1, 2016. On July 1, 2016, unused funds from the City's contribution shall be deposited in employee's HSA account if allowed pursuant to law.

All employees and dependents enrolled in the City's health insurance are strongly 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.
3. Complete an online health risk assessment, including biometrical results.

Anthem PPO Design Plan:

The City will offer the next level of dental health insurance to all current employees who are members of Anthem – flex option 7.

- Office co-pay \$30
- Inpatient Hospital Stay \$100
- Outpatient Hospital visit \$100
- Emergency Room visit \$50
- Urgent Care visit \$50
- Out of Network Deductible remain at \$200/\$400/\$400
- Out of Pocket Maximum remain at \$500/\$1000/\$1000
- Prescription Drug Co-pays \$10/\$20/\$30
- Mandatory mail-order for long term sustenance drugs
- Mail-order Pharmacy changes from a flat \$5 to 2 copays for a 90 day supply Maximum is unlimited (no change)
- Eliminate coverage for Gastric Bypass surgery
- Reduce infertility coverage to CT mandate instead of unlimited
- 50 visits combined PT/OT/ST and Chiropractic visits per member per calendar year
- \$30.00 copay for all allergy office visits regardless of PCP/Specialist copay level

11.1

Each employee may elect to participate in a group life insurance plan of the City of New Britain in the amount of \$30,000.00 during the term of employment. The City shall assume the full cost for life insurance coverage for the employee. The employee is also permitted to purchase additional life insurance at his/her own expense to a maximum of \$50,000 in accordance with the requirements of the optional life benefit program.

11.2

Members of the Department after retirement from the force will receive a \$10,000 life insurance policy, the full cost of which shall be borne by the City.

11.3

If the City finds it desirable to obtain equivalent coverage from alternate carriers, at no additional cost to the employee, the Union agrees to negotiate regarding such change of carrier 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 provision of Article 13.1. If the arbitrator finds the coverage to be equivalent, the City may exercise the option of changing to the equivalent coverage through an alternate carrier. The arbitration shall be concluded within 60 days of notice by the City of intent to change insurance carrier.

11.4

A. For employees who retire after the signing of the contract, the City shall pay the cost of insurance for individuals who were employed by the City as of July 1, 1993, for the first seven years of their retirement, subject to the following restrictions:

1. The employee must be eligible for and must be collecting normal service retirement benefits under the City's pension plan or under the MERS plan. If the employee should die during the seven years, the health insurance coverage for the spouse shall be continued for 6 months and if no alternative health benefit is available to said spouse at a reasonable cost through his/her employer. After six months coverage shall terminate. If during any portion of the seven (7) year period the retiree and spouse are eligible for group health insurance coverage through any other employer, which coverage is reasonably comparable to the basic 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 premiums for such coverage which are not paid or reimbursed by any other employer.
2. For employees who retire prior to July 1, 2015 and meet the restrictions referenced above, the City will pay the full cost of coverage for the retiree and spouse in the case of normal service retirement after at least twenty (20) years of service with the City or retirement under the service-connected disability provisions of the pension plan; 80 % of such costs for those who retire after at least fifteen (15) years of such service; 60% of such cost for employees who retire after at least ten (10) years of such service; and 40% of such cost for employees who retire after at least five (5) years of such service, provided in each case the employee meets the age and service requirements for normal service retirement benefits, or meets the requirements for service connected disability retirement benefits.

Effective July 1, 2015 – For those employees who retire after at least twenty (20) years of service, if the retired employee is enrolled in the High Deductible Health Plan/HSA, City shall pay 100% of member's 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 shall remain at the percentage that the City

was contributing toward active employees at the time of the employee's retirement. The City's HSA deductible contribution for retirees will be handled and paid in as is done in Section 11.0C above. The City will pay 100% of bills submitted to the Retiree HRA account up to the City's limit of \$1,000 or \$2,000 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 a plan other than the High Deductible Health Plan and shall pay 100% of the difference between the City's total dollar premium (Core Plan) and the total premium cost for the other plan, whichever they are enrolled. Where the employee is not enrolled in the High Deductible plan, the City will cover only the employee and spouse. If the employee does not take the option to enroll in another plan at the time of retirement, they shall remain enrolled in the HDHP/HSA for the 7 year post-retirement period.

If during the seven period, the employee or the spouse reaches age 65, he or she shall be placed on Medicare (if eligible) as primary and a Medicare supplement as 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. 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.

Once the seven year post-retirement health insurance period is over, employee, spouse and/or dependents shall be removed from the City's health insurance coverage.

3. Questions relating to the interpretation and application of this section, including eligibility for other insurance coverage and reasonable comparability of such coverage, shall be subject to the grievance and arbitration provisions of this Agreement.
 4. Any retired employee must provide a termination of coverage letter in order to be readmitted to the City's health insurance program during the seven year period after retirement.
 5. Any individual hired into the Local 1165 bargaining unit after July 1, 1993, shall not be eligible for any City paid retiree health insurance benefits as outlined in Section 11.4(1), (2), (3), (4) above.
 6. Effective July 1, 2002, retirees who are not on a seven-year retiree insurance plan, and who are Medicare Part A and Part B eligible, shall be removed from the City's group health plan at the time of eligibility.
- B. If the total cost of any of the City's group health plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, , otherwise known as the Affordable Care Act, or any other local, state or federal statute or regulation, the City of New Britain reserves the right to offer a group health plan or plans with a total

combined cost that falls below the excise tax thresholds.

11.5

For each regular, full-time member of the New Britain Police Department, the pension benefits as outlined below represent the total retirement and survivor's benefits.

11.6

- A. Employees hired prior to July 1, 1990, shall pay a seven percent (7%) payroll contribution for pension purposes.
- B. Any employees hired after July 1, 1990 shall pay a five and one-half percent (5 ½ %) payroll contribution for pension purposes. In both cases, no such deduction shall be applied to overtime earnings.
- C. The City and the Union will pursue the necessary action to make employee pension contributions tax deferred, in accordance with the Internal Revenue Service's terms and conditions.
- D. Effective July 1, 1994, the employee contributions as collected shall be treated as employer contributions for federal tax purposes in accordance with Internal Revenue Code Section 414(h)(2) and for state tax purposes to the extent permitted under applicable state law. Collected member contributions shall be treated as employee contributions for all other purposes, including without limitation, local and state laws, cost-of-living increases, salary increases, etc. Notwithstanding the foregoing, no employee shall be given the option of choosing to receive the picked up contributions directly instead of having them paid by the City to the Police Benefit Fund.

11.7

- A. Each Police Officer's payroll contribution to the pension fund shall be paid at the rate of a Police Sergeant salary, and upon retirement, said pension benefit shall be computed and granted at the rank of Police Sergeant.
- B. The contribution to the pension fund as well as the retirement computation for all other positions will be based upon the rank of the employee.
- C. Employees hired on or after April 1, 2000 will be enrolled in the Municipal Employees Retirement System (MERS) for pension purposes and will not be eligible for benefits as outlined in Section 11.6, 11.7, 11.8, 11.9, 11.11, 11.12, 11.13, 11.14, 11.15.

11.8

- A. Regardless of age, the pension benefit for individuals employed as of July 1, 1990, and thereafter will be computed based on Section 11.7 (1) and (2) above.
- B. For each regular, full-time employee who at the time of retirement has an excess of twenty (20) years of service, an additional percentage (see chart which follows) of the

employee's retirement benefits shall be added to each year of allowable service after twenty (20) years regardless of age and rank to a maximum of 70%.

<u>Years of Service</u>	<u>Percentage (%) of Pay</u>
20	55%
21	56%
22	57%
23	58%
24	59%
25	60%
26	61%
27	62%
28	63%
29	64%
30	65%
31	66%
32	67%
33	68%
34	69%
35	70%

- C. There shall be no contributions for pension purposes from employees who have completed thirty-five years of service.
- D. To be eligible for a pension, employees must work a minimum of twenty (20) years. The calculation of years of service under this provision shall not include any time the employee is absent due to unpaid leave with the exception of military leave.

11.9

- A. Employees hired prior to July 1, 1990, shall receive full escalation of pension benefits. As such, eligible employees after retirement shall receive a pension benefit, which is computed based on the percent of salary at retirement and the compensation being paid in each fiscal year to active employees in the same grade as that held by such retiree at the time of retirement.
- B. The parties agree to incorporate the provisions of Section 11.9(a) in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1990. Such agreement shall be binding on the City and on such individuals regardless of the results of future negotiations between the City and the Union on the subject of escalation of pension benefits. However, the Union does not waive its rights to represent such individuals, and the City shall have no right to negotiate directly with such individuals as long as they remain employed by the City and are covered by the provisions of this article, or by successor provisions governing the escalation of pension benefits.

11.10

Employees hired after July 1, 1990 shall participate in a Deferred Compensation Plan agreed to

by the City and the Union. The City shall, on behalf of such employee, contribute an amount equal to one and one-half percent (1 & ½ %) of the employee's base pay into said deferred compensation plan. The employee shall participate in said plan with a minimum contribution of one and one-half percent (1 & ½ %) of base pay. Any benefits derived from such plan shall be in accordance with the plan's rules and procedures as well as applicable State and Federal laws. For employees hired after July 1, 1993, the City will contribute two percent (2%) of the employee's base pay into the deferred compensation program. For employees hired after June 28, 2023, the City will contribute \$30.00 per week.

11.11

- A. Any regular member of the Police Department who shall have become permanently disqualified from performing any duties connected with the Police Department, upon a certificate of a physician(s) appointed by the Board of Police Commissioners, showing that such member is permanently disqualified from the performance of all Police duty and that such disqualification is caused by some injury received, disease contracted or exposure endured while performing the duties of his or her service without fault on his or her part shall be permanently retired by said Board of Police Commissioners and said trustees at a 55% or placed or continued on the veteran reserve force.
- B. Any regular member of the Police Department who has been employed for a minimum of ten (10) years and who becomes permanently disqualified from performing any duty upon a certificate of a physician(s) appointed by the Board of Police Commissioners, showing that such member is permanently disqualified for the performance of all police duty, and such disqualification is caused by some injury received, disease contracted or exposure endured, without fault on his or her part, may be permanently retired by said Board of Police Commissioners and said trustees at 50% of pay in the case of fifteen (15) years of completed service and 40% of pay in the case of less than fifteen (15) years of completed service.
- C. A retiree shall never collect more than 100% of the gross base pay in the permanent rank that she/he retired if she/he is pensioned on a disability pension and collecting benefits under Workers' Compensation.

For employees eligible for escalation of pension benefits under Section 11.9 of the contract, gross base pay for the purposes of this section is defined as the current base pay of active employees in the permanent rank in which she/he was classified at the time of retirement.

For employees not eligible for escalation of pension benefits, gross pay for the purposes of this section is defined as the base pay received by the employee in the permanent rank in which she/he was classified at the time of retirement.

In the case where the disability pension benefit added with the Worker's Compensation benefit exceeds 100% of gross base pay as described above, the pension benefit of the City shall be reduced by the amount in excess of 100%.

In the event of a stipulation, the portions of the stipulation which comprises temporary total benefits shall be reflected in corresponding reduction of the regular pension; workers compensation benefits for injuries resulting in permanent incapacity, either total or partial, as well as heart and hypertension awards or stipulations, shall not result in a reduction of the regular pension.

Additionally, any regular member so pensioned under this section shall be placed on veteran's reserve.

11.12

The Board of Police Commissioners shall have the power to order any member of the Department, who has been retired for reason of physical or mental disability to submit to re-examination at any time during a period of ten years from the date of retirement. Such examination to be conducted by a surgeon or surgeons appointed by said Board, shall be at the expense of the City of New Britain. Should the subject of this examination be found to be capable of returning to active duty, he/she shall be reinstated at the grade held at the time of his/her retirement. In the event said retired member shall fail to comply with the order for re-examination, or after re-examination, shall fail to comply with the request of the Board of Police Commissioners to return to duty, said Board of Police Commissioners shall have the power to stop any future pension payments until the order has been complied with.

11.13

- A. If an Employee with less than ten years of service dies as a result of an occurrence which is not compensable pursuant to the workers compensation laws or Heart and Hypertension Act of the State of Connecticut as a result of the Employee's employment as a police officer with the City of New Britain, then the designated beneficiary of the Employee shall receive \$100,000, payable in two annual installments, from the City of New Britain.
- B. Upon the death of an active or retired employee of the Police Department not covered by 11.16, a contributor to the Police pension fund, there shall be paid to his widow or her widower during his or her life in equal monthly installments, from the police benefit fund a sum equal to one-half (1/2) of the amount which her husband or his wife would have received if he or she had continued to live and was retired, the date of such retirement if he or she was a retired police officer, or if he or she was not a retired police officer, then the date of his or her death; or if he or she shall leave no widow or widower, his or her child or children shall be paid such sum to be divided among them equally until they shall have reached the age of 18 and up to age 23 if in school as a full-time student (twelve semester hours or more). As each child's eligibility expires, his or her share shall be divided equally among the remaining children who are eligible. Should there be no widow or widower nor children, payment shall be made to the father and mother, in equal amounts or to the surviving parent, if they be dependent, such dependency to be determined by the Board of Police Commissioners. In the event there are no qualifying survivors under this section, then the contributions of the member shall be turned over to the member's estate. If such widow or widower shall remarry, all payments shall thereupon cease. The widow or widower of any retired police officer who married him or

her subsequent to his or her retirement, or the children of such widow or widower, shall not be entitled to benefits awarded in this section to widows or widowers or children of retired police officers.

11.14

- A. Employees shall be fully vested after ten (10) years of continuous service in the police department. The term "fully vested" shall mean that upon separation from employment with the New Britain Police Department prior to retirement (twenty years) such employee may elect not to withdraw the contributions paid into the pension fund, and instead to collect, upon reaching the age when he/she would have been eligible for a normal (half-pay) pension, a retirement allowance based on two and one-half percent (2 & ½ %) of compensation per year of continuous service completed prior to separation from employment. Such percentage shall be applied against his/her rate of compensation (or the rate of compensation which determines his/her contributions) at the time of his/her separation from employment, without the benefit of the escalation provisions of the pension fund.
- B. Section 11.14 applies to eligible rollover distributions (as defined below) made on or after January 1, 1993. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- C. For purposes of this Section 11.14, the following terms shall have the meanings stated herein:
 - 1. Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: the return of after-tax employee contribution; life annuity benefits whether payable on account of retirement, disability, or death; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.
 - 2. Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

3. Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
4. Direct rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

11.15

- A. There shall be in the City of New Britain a fund to be known as the police benefit fund, to consist of the fund now known as the police benefit fund; such sums of money as shall be appropriated to said fund; all income from investments made under subsection d; all property specifically devised or given for the benefit of disabled police officers of said city, and property given to the police department of said city on account of services rendered by said department; all lost, abandoned, unclaimed or stolen money, and all monies arising from the sale of unclaimed, abandoned, lost or stolen property in charge of the Board of Police Commissioners of said City, now or at any time hereafter available for that purpose by the laws of this state and proceeds from gambling raids; all rewards, fees, gifts, testimonials and emoluments that may be presented to any member of the police force of said City on account of special services, except such as said Board of Police Commissioners may allow any member or members to retain, and all monies collected from members of said police force by way of fines or forfeiture of pay imposed or ordered by said board; assessments to be made to said fund on the base rate compensation of the regular members of the police department at the rate specified in Section 11.6 (1) and (2) of the contract and a matching assessment by the City, payable weekly. Said contributions to the police benefit fund by the regular members of the police department and the matching contributions of the City shall be considered income and shall be added to the principal of said fund.
- B. The mayor, the city treasurer and the members of the Board of Police Commissioners, and three active police officers of the police force of said City, said employees to be appointed by the Common Council of said City every 2 years at its May meeting in even-numbered years, upon nomination of the active police force of the City, for the term of 2 years and until their successors shall be appointed and qualified, shall be a board of trustees of the police benefit fund of the City, and the treasurer thereof. The chairman of the Board of Police Commissioners shall be president of the board of trustees and there shall be a secretary of said board of trustees who shall be chosen by said board. The secretary shall keep a record of the proceedings of said board of trustees and all actions taken by it in regard to the fund. Said board of trustees shall meet semi-annually or more frequently, if necessary.
- C. The board of trustees shall regulate the manner of disbursements from the fund and for that purpose shall appoint a bank in the City of New Britain as its agent. Such agent may be required to give bond with surety payable to the City conditioned for the faithful performance of its duty and the board of trustees may fix reasonable compensation for the services of such bank as agent.

- D. The board of trustees may direct the treasurer to invest any portion of the fund in any securities in which trust funds may be invested by the laws of the State of Connecticut or to deposit the same, or any portion thereof, in any savings banks of the state, or said board may appoint a bank in the City of New Britain as its agent in the performance of its duties in the care, custody and investment of said funds, in securities in which trust funds may be invested by the laws of the state, at such compensation, if any, as may be filed by the board of trustees, and said agent may be required to give bond, with surety, payable to the City, conditioned for the faithful performance of its duties.
- E. The said board of trustees shall report to the Common Council yearly the condition of said fund, with all the items of receipts and disbursements on account thereof. If the income of the police benefit fund shall be found at any time insufficient to meet the requirements upon it, the City upon the application of said board of trustees to the Common Council shall make an appropriation to make good such deficiency, and any prospective deficiency in the income of said fund shall be provided for by said City in its annual appropriation for the police department.
- F. In addition to the regular and supernumerary police force of the City of New Britain, there shall be an honorary grade known as the veteran reserve, to which the Board of Police Commissioners of said City may transfer any member of the police force who shall, through age, or physical disabilities incurred in the discharge of his duties, become permanently disqualified for the active duties of the police department, but such transfer may be revoked at any time if the disability shall be removed, and the member shall thereupon be returned to active duty in the police department. The pay of a member of the veteran reserve shall be one-half pay, or less in accordance with Section 11.11 (b), but the Board of Police Commissioners may call upon any member of the veteran reserve for such temporary services as he may be fitted to perform, and during such service he shall receive the full pay of a regular Police Officer.
- G. All money and personal property seized by Police Officers in gaming cases within the City of New Britain, wherein a conviction is had of the violation of the laws regarding gaming, may, in the discretion of the circuit court, be declared forfeited and be ordered to be turned over to the police benefit fund of said City, in lieu of the provisions of law for condemnation proceedings and the disposition of property seized in gaming cases, provided, however, that such court shall not order to be forfeited and turned over to said benefit fund any of said property which in its discretion should be ordered to be destroyed under condemnation proceeding and provided that reasonable notice is given to the owners of such property of a hearing before said court as to the disposition of such property so seized. Any person aggrieved by the order of said court in the premises shall have the same right of appeal that may now exist by law in cases of condemnation proceedings of gambling implements.

11.16

Should an Employee lose his or her life as a result of an occurrence which is compensable pursuant to the workers' compensation laws of the State of Connecticut as a result of the Employee's employment as a police officer with the City of New Britain, then the City shall

pay the spouse of the Employee at time of death, or his eligible dependents if no spouse is living, one hundred percent of the Employee's salary, annually, until the spouse dies or remarries, or each of the eligible dependents reach the age of 23 years. Additionally, the City shall provide health insurance to the eligible spouse and dependents the same as provided to active police employees.

11.17

The city agrees to contribute to the Police Officer and Firefighters Survivors Benefit fund the statutory amount required under CGS 7-323e, as may be amended from time to time, on behalf of each union member covered by the MERS pension.

ARTICLE XII SAFETY, HEALTH AND CLOTHING

12.0

A joint safety committee shall be formed consisting of no more than three (3) members of the bargaining unit and such representatives of the City as the Police Board shall designate. Meetings shall be held periodically to review and recommend safety and health conditions in the Department.

12.1

- A. New members of the Department shall receive a clothing allowance for the fiscal year of their appointment as follows:

Appointment prior to December 1st:.....\$750.00

Appointment during the remainder of the fiscal year.....\$575.00

- B. Effective July 1, 2023, Subsequent to the first fiscal year of employment, each member shall receive an annual allowance of \$1,500.00

ARTICLE XIII GRIEVANCE PROCEDURE

13.0

For the purpose of this Agreement, a grievance shall be deemed to mean a dispute between an employee and/or the Union with the City over the interpretation or application of a section of this Agreement. No grievance may be raised after fifteen (15) calendar days of the event giving rise to it, except by mutual agreement before the expiration of original time limit.

13.1

When filed, a grievance shall be handled in accordance with the procedure set forth below, provided nothing shall preclude an employee or the Union from informally resolving a grievance. In matters of termination, Section 8.3 and 8.7 shall apply.

Step 1.

The grievance shall be put in writing by the employee and/or Union Representative, setting forth the section of the Agreement involved, and shall be submitted to the Chief of Police or his designee. The Chief or his designee shall render in writing an answer to the grievance within seven (7) calendar days following receipt of the written grievance.

Step 2.

If the grievant is not satisfied with the decision rendered by the Chief or his designee, such grievant and/or Union Steward or Union Representative may submit the grievance in writing to the Mayor or Mayor's designee within seven (7) calendar days of the receipt of such decision from Chief or his designee. The Mayor or Mayor's designee shall submit a decision in writing within seven (7) calendar days following the receipt of the written grievance.

Step 3.

If a grievance is not settled at Step 2, it may be submitted at the request of the Union to arbitration before the Connecticut State Board of Mediation and Arbitration. The Union's request for arbitration shall be in writing and must be filed with the State Board not later than thirty (30) calendar days after receipt of the written answer of the Mayor or Mayor's designee at Step 2. 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 or unless mutually agreed otherwise. The Arbitrators shall hear and decide only one (1) grievance at a time unless otherwise mutually agreed. Their award shall be final and binding as provided by law. The Arbitrators shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. In matter of grievances regarding termination, Article 8.3 and 8.7 shall apply.

13.2

Any time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement in writing 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.

13.3

In hearing and deciding grievances between the parties, the Connecticut State Board of Mediation and Arbitration shall have all the powers and responsibilities prescribed by law, and shall act in accordance with its rules and procedures, subject to the terms of this agreement and any joint submission or statement of issues on which the parties may agree.

**ARTICLE XIV
UNION BUSINESS**

14.0

No more than one Steward on each shift shall be designated by the Union to handle grievances. Such person shall be permitted to adjust grievances during working hours without loss of pay up to a maximum of four (4) hours each per month, provided that they shall notify their immediate supervisor when leaving their position for such purposes.

14.1

Two officers of the Local Union (President and Vice President or their designees) shall be permitted to attend to union business during working hours without loss of pay up to a maximum of sixteen (16) hours each per month provided that they shall notify their immediate supervisor when leaving their position for such purposes. Should the President, Vice President or Steward require additional union time beyond what allowed in Sections 14.0 and 14.1, they shall make a request to the Chief and the Chief shall in his/her discretion decide on whether or not grant the request based upon the efficiency of the department.

14.2

Two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

14.3

Two (2) members of the Local Union shall be permitted time off to attend mediation conferences, arbitration hearings, and labor relations board hearings without loss of pay for any hours during which they have been scheduled to work.

14.4

Four (4) members 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 the day during which they would have been scheduled to work.

14.5

Members of the Executive Board of the Labor Union shall be allowed to attend the monthly meeting of the Executive Board, without loss of pay, if held during the time when any such member would be scheduled to work provided that no more than seven (7) members from any one shift shall receive pay under this section.

14.6

Three (3) members of the second shift shall be allowed to attend the regular monthly meeting of the Union without loss of pay provided that approval is received from the Chief or Deputy Chief at least one (1) day prior to the meeting.

14.7

Authorized Union Functions: Union officers and all delegates not to exceed five (5) shall be granted leave with pay not to exceed two (2) weeks each per year to attend officially sponsored meetings, conferences or conventions providing no compensation for lost time is received by the employees from the Union. One (1) week advance notice shall be given unless such function is scheduled to be held within a shorter time.

ARTICLE XV GENERAL PROVISIONS

15.0

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, sick out, or mass unexcused absenteeism during the life of this Agreement.

15.1

- A. The City agrees that it will provide legal assistance for any members covered by this Agreement against any legal action, demand or suit, brought by third parties against such members, provided, however, that such claim, demand or suit shall arise out of the performance of their duty. It shall be presumed members were not acting ultra vires despite any such allegation by a third party, until a judgment on such allegation is rendered against such members and in that event the members shall reimburse the City for any attorneys fees, not including the cost of representation by the City's attorney. This section shall not apply to criminal charges brought against any member.
- B. The City will provide reimbursement of an amount not to exceed \$1,000 in Attorney fees for an Attorney approved by the City for statements in pre-charge investigations by the State Police in shooting cases and cases involving deadly force. Proof of billable hours must be provided to the City before payment is made. This section applies only to statements in pre-charge investigations by the State Police in cases involving shooting and/or deadly force. The City of New Britain will not be responsible for any costs or fees including attorney fees for any criminal proceedings.

15.2

Up to five (5) members of the Department shall be granted one (1) day off each without loss of pay in each fiscal year to attend the annual convention of the State Police Association of Connecticut.

15.3

Regular members of the Department who are members of the Revolver Team will be permitted necessary time off without loss of pay to participate in Pistol matches against other Police Departments from other towns in Hartford County in the Connecticut Pistol and Revolver League competitions provided that two (2) days advance notice of such matches shall be given to the office of the Chief or Deputy Chief of Police. Members of the Revolver Team must maintain an average of 150 in order to qualify for out-of-town meets.

15.4

Effective July 1, 2023, employees who were hired prior to May 13, 2020 and who choose to park in the parking garage shall pay \$10.00 per month for parking and employees hired after May 13, 2020 and who choose to park in the parking garage shall pay \$20.00 per month for parking. Any increase to the monthly parking fee in this section will be limited to employees hired after ratification until July 1, 2033.

15.5

Members of the Department who are designated by the Chief to be an official delegate to represent the Department at the funeral of another officer killed in the line of duty will be granted time off without loss of pay if scheduled to work.

15.6

Exclusive of Section 5.0(c)(1), specifically outlining the eight-hour training shift for employees on the 4-2 work week, members of the Department will be paid at the time and a half rate of their regular hourly rate, when they are required by state statute or ordered by the chief, or his designee, to attend Department sponsored schools or special training courses, that are held when they are not otherwise regularly scheduled to work.

Nothing herein shall prevent the City from avoiding overtime pay for training by scheduling training during an employees regular shift, or changing such employees regular shift to coincide with a day time training schedule, providing the employees scheduled days off are not changed.

15.7

When members not regularly scheduled to work are required to appear in court or before administrative agencies to testify in their capacities as police officers, such members will be paid for the actual time devoted to such appearances, portal to portal, at one and one-half (1 & ½) times their regular hourly rate. Any payments received by such members from the State of Connecticut pursuant to Conn. Gen. Stat. §52-260(b), as amended, shall be delivered to and/or assigned over to the City.

Effective July 1, 2020, there shall be a minimum of four hour for court appearances. Compensatory time cannot be chosen in lieu of payment.

15.8

The City of New Britain shall maintain eligibility lists for detective and sergeant promotions and shall fill any vacancies within 90 days unless there is a catastrophic event. The 90 day period may be extended by mutual consent.

15.9

K9 officers shall be assigned to take home cruisers. The City reserves the right to remove this right should a complaint be received and is verified that the officer committed violations of the Department Policy or Rules and Regulations while operating or using said vehicle.

15.10

The City agrees to reimburse any regular employee for the tuition cost of any continuing education course of instruction related to police work and approved by the Chief, provided the employee satisfactorily completes each course with a passing grade. The City agrees to reimburse the employee for any required textbook cost for such courses as are approved and completed under the foregoing paragraph if the employee is not eligible for reimbursement from any other source. Both the reimbursement of tuition cost and the reimbursement for textbook costs are subject to a combined maximum of \$2500 for the bargaining unit per contract year. The \$2500 may be used equally between all officers who have applied. Officers must present expenditure receipts to receive any funds. Reimbursement for educational expenses will be made twice a year.

Effective July 1, 2024, this section shall be amended as follows:

The City agrees to reimburse any regular employee for the tuition cost of any continuing education course of instruction related to police work and approved by the Chief, provided the employee satisfactorily completes each course with a grade of B or higher. The City agrees to reimburse the employee for any required textbook cost for such courses as are approved and completed under the foregoing paragraph if the employee is not eligible for reimbursement from any other source. Both the reimbursement of tuition costs and the reimbursement textbook costs are subject to a combined maximum of \$10,000 for the bargaining unit per contract year. The \$10,000 may be used equally between officers who have applied and whose courses are related to police work and who have attained a grade of B or above. The \$10,000 may be used equally between all officers who have applied and who meet the requirements. Officers must present expenditure receipts to receive any funds. Reimbursement for educational expenses will be made twice a year.

15.11

The parties recognize and agree to continue for the period of this Agreement the existing Apprenticeship on-the-job Training Program approved by the Connecticut State Apprenticeship Council for regular employees classified as eligible veterans under the provisions of Public Law 90-77, Veterans Education and Training Act.

15.12

The Chief may, at his option, call an assembly of employees no more than once in each half of a contract year for the purpose of general discussion relating to police work. These assemblies will not exceed one hour and shall be without remuneration to the employee and shall be scheduled on advance notice prior to the start of shift.

15.13

The Department shall conduct in-service firearms training on a regular basis. The Department shall provide sufficient rounds of ammunition for each employee to qualify at least twice a year in the personal weapon they carry on duty.

15.14

There shall be no restriction concerning the residence of any member covered by this Agreement other than that the employee must reside in Connecticut.

15.15

Members of the bargaining unit who engage in secondary employment shall do so only with the understanding that their primary duty, obligation and responsibility is to the City, and that they are subject to call at any time for emergencies.

15.16

The Personnel Rules of the Civil Service Commission shall apply when not in conflict with the provisions of this Agreement.

15.17

The City shall provide the Union for each of its members of the Department, and any new employee when hired, a copy of this Agreement. The City shall further provide the Union with one hundred (100) extra copies hereof with blue covers.

15.18

As a condition of employment, employees hired after July 1, 1987, shall be non-smokers and shall remain non-smokers for the duration of their employment. In addition all employees are prohibited from the use of any tobacco product during working hours. Failure to do so will be grounds for progressive discipline as follows:

First Infraction	Verbal Reprimand
Second Infraction	Written Reprimand
Third Infraction	One Day Suspension
Fourth Infraction	Ten Day Suspension Maximum
Fifth Infraction	Termination Maximum

15.19

Field Training Officers and Field Training Supervisors shall be paid one hour of pay at his/her overtime rate of pay for each shift that such officers are training a recruit or supervising training of a recruit or alternatively one and one-half hours of compensatory time. Compensatory time must be used within a year of the date earned.

15.20

DRUG TESTING POLICY

I. PURPOSE

The purpose of this policy is to provide all sworn employees of the New Britain Police Department with a notice of the provisions of the department's drug-testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable employee drug-testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug-testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances, and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus, their job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession, and public confidence in it are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department, and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department has implemented a drug-testing program to detect prohibited drug use by sworn employees.

III. DEFINITIONS

1. Sworn Employee--Those employees of the City of New Britain Police Department who have been formally vested with full law enforcement powers and authority.
2. Supervisor--Those sworn employees of the City of New Britain Police Department assigned to a position having intermittent or day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
3. Drug Test--The compulsory production and submission of urine and or hair sampling by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
4. Reasonable suspicion--That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts

and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is, or has been using drugs while on or off-duty.

5. Employee or Probationary Employee--For the purposes of this policy only, an employee shall mean any sworn member of the City of New Britain Police Department. A probationary employee shall be considered any person who is conditionally employed with the City of New Britain Police Department as a Police Trainee/Officer.
6. Department--References to, for purposes of this policy, shall mean the New Britain Police Department.

IV. PROCEDURES/RULES

A. Prohibited Activity:

The following provisions shall apply to all department applicants, probationary and sworn employees, while on and off duty:

1. No employee shall illegally possess any controlled substance or anabolic steroid.
2. No employee shall ingest any controlled or other dangerous substance, or anabolic steroid unless as prescribed by a licensed medical practitioner.
 - a. Employees shall notify their immediate supervisor when required to use prescription medicine which they have been informed has the potential to impair job performance. The employee shall advise the supervisor of the known side effects of such medication, and the prescribed period of use.
 - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file.
 - c. The employee may be temporarily reassigned to other duties, where appropriate.
3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
5. Any employee having a reasonable basis to believe that another employee is illegally using, or in possession of any controlled substance shall immediately report the facts and circumstances to his or her supervisor.
6. It is understood and agreed that the first employee violation of this policy shall administratively result in a suspension of up to four calendar weeks. In addition,

an employee in violation shall be placed on a probationary period of one year or more depending on the extent of the violation. Any further policy violations under this section shall lead to additional disciplinary action up to and including discharge. Any disciplinary action under this section is not grievable by the employee or the union in any administrative or judicial forum.

7. Violations of certain sections of this Policy, those in violation of State and Federal law, will put the employee in a position to be charged criminally.
8. It is further agreed that any of the above disciplinary action for a violation of this policy does not preclude the city from initiating any additional disciplinary action if the policy violation has resulted in criminal charges and/or other acts of employee misconduct or wrongdoing. Any disciplinary action up to and including discharge for criminal and/or administrative misconduct or wrongdoing under this section is subject to the grievance procedure.

B. Probationary Employee Drug-Testing

1. All probationary employees shall be required as a condition of employment to participate in any unannounced random drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his/her designee.

C. Employee Drug Testing

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
2. A drug test will be administered as part of any regular physical examination required by this department.
3. All sworn officers shall be uniformly tested during any unannounced, random testing required by the department.
 - a. The Chief or his/her designee shall determine the frequency and timing of such tests.
 - b. Testing will be done on a Division and/or unit thereof basis.
4. If the Department or City elects, a drug test shall be considered as a condition of application to the specialized units or promotion within the department.

D. Drug-Testing Procedures

1. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
2. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
3. A pre-test interview shall be conducted by medical testing personnel only with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
 - b. No employee of the Police Department or the City of New Britain or a representative, agent or designee thereof engaged in a urinalysis drug testing program shall directly observe an employee in the process of producing and submitting the urine specimen.
5. Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
6. Employees shall have the right to request that their urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody be broken.
7. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab facility.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.
9. Any hair samples will be afforded similar related procedures in order to ensure reliability and accuracy.

E. Drug-Testing Methodology

1. Before the Department shall take any personnel action based on a positive drug test, the following testing procedures shall be utilized.
 - i. An initial screening test - the urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered; rather, it will be classified as "confirmation pending." Notification of test results to the Chief of Police shall be held until the confirmation test results are obtained.
 - ii. First confirmatory test - a specimen testing positive will undergo a confirmation test using a methodology different and more sensitive since the initial screening test.
 - iii. Second confirmatory test - a specimen testing positive on a first confirmatory test will undergo a second confirmatory test utilizing the gas chromatography and mass spectrometry methodology which has been determined by the Union and the City to be as reliable or more reliable than this methodology.
2. The drug screening and/or hair sampling test selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine and/or hair samples or adequately trained in collection procedures.
3. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screen test:

URINALYSIS

Initial Test

Level(ng/ml)

Marijuana metabolite	100
Cocaine metabolite	300
Opiate Metabolite	300*
Phencyclidine	25
Amphetamines	1,000
Barbiturates	200
Benzodiazepines	200
Methadone	200
Methaqualone	200
Propoxyphene	200

*25 ng/ml if immunoassay specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test

Level (ng/ml)	
Marijuana metabolite	150 (1)
Cocaine metabolite	150 (2)
Opiates:	
Morphine	300*
Codeine	300*
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	
Amobarbital	200
Butabarbital	200
Butalbital	200
Penobarbital	200
Phenobarbital	200
Secobarbital	200
Benzodiazepines	200
Methadone	200
Methaqualone	200
Propoxyphene	200

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylcegonine

- a. The appropriate and acceptable concentration of drug standards related to the use of hair samples will also be utilized, where applicable.
4. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
5. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file. When an employee leaves the employment of the City, he or she may request that any letter of negative drug results be removed from his or her personnel file. Upon such request, the City shall remove such letters within seven (7) days of the employee's separation.
- a. The appropriate and acceptable concentration of drug standards related to the use of hair samples will also be utilized, where applicable.

F. Chain of Evidence-Storage

1. Each step in the collecting and processing of the urine specimens or hair sampling shall

be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period. Applicable procedures shall also be applied in the case of hair sampling.

G. Drug-Test Results

1. All records pertaining to department required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought except as required by law.
2. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.
3. An employee, upon request, shall be provided with a copy of any positive urinalysis or hair drug test result.

15.21

At the sole discretion of the City, the City may provide and pay the cost of medical examinations for each employee once every two years which shall consist of a Human Performance Evaluation. Medical examinations shall be conducted by a doctor or medical group selected by the City. Medical examinations shall include analysis of blood pressure, stress and other items related to heart and hypertension problems only. Results of the medical examinations shall be available to the individual employee and to the Police Chief and Personnel Director. The employee will be required to sign any necessary medical releases. The results of the medical examinations shall include recommendations by the physician or medical group designed to minimize potential heart and hypertension problems.

Employees shall be subject to bi-annual examinations which consist of a Human Performance Evaluation.

PHYSICAL, FITNESS AND HEALTH REQUIREMENTS

1. The City and the Union agree it is the responsibility of each affected employee to achieve and maintain a reasonable level of physical fitness and general good health.
2. All employees shall be required to undergo an annual examination which shall consist of a human performance evaluation to ensure that he/she can perform the essential functions of his/her position.
3. Annual examinations shall be scheduled on an annual basis.
4. An employee who does not successfully complete his/her annual examination shall be given six (6) months to retake the human performance evaluation. An employee shall not be taken off the road unless there is a doctor's report stating that the employee cannot perform the essential functions of his/her position.

15.22

This section becomes null and void when section 2.3 becomes operative.

- A. The Police Officer assigned to the formerly classified Dog Warden duties shall be referred to as the Animal Control Officer and shall receive his/her regular rate of pay.
- B. The regular workweek for the Animal Control Officer will be Monday through Friday, 8:00 A.M. to 4:00 P.M.
- C. Any work associated with animal control activities that is required by the Police Department on Saturday and Sunday shall be assigned to the non-union, part-time, civilian assistants. Any overtime work required on Monday through Friday shall first be offered to the Animal Control Officer. If he/she refuses or is not available, the overtime shall then be assigned to the non-union, part-time, civilian assistants. If the assistants are not available, the overtime will then be offered to sworn police officers.
- D. It is agreed that the selection of any employee for the Animal Control Officer assignment will be in accordance with Section 4.4 of the agreement between the City and Local 1165.

With exception of the assignment of the present Animal Control Officer, any future assignments will be made by the Chief of Police as follows:

- 1. The notice of the special assignment to the Animal Control Officer position shall be posted so that interested bargaining unit employees may submit their names for consideration.
- 2. The Chief of Police or his designated designee shall select and convene an oral interviewing panel of either departmental or non-departmental individuals for the purpose of interviewing all interested employees for the Animal Control Officer special assignment. The Chief of Police may elect to sit on the panel if he so desires.
- 3. The panel shall make their recommendations to the Chief of Police. In addition to the recommendations of the panel, the Chief of Police may also consider any employees' work background relative to their suitability for the Animal Control Officer special assignment.

15.23

The City and the Union will implement a medical reimbursement account. Such account will permit employees to designate a pre-determined amount from each paycheck before taxes to use against certain qualified expenses. The account will be structured in accordance with the terms and conditions set forth by the Internal Revenue Service.

15.24

The Union waives any right to any positions whose work will be principally responsible for parking meter or parking enforcement activities. A geographical area where these positions may be utilized will be approved by the City and the Union. It is acknowledged by the City that these positions will not perform any other enforcement work customarily performed by Local 1165 employees.

ARTICLE XVI DURATION AND RENEWAL

16.0

The parties agree that points covered hereinabove constitute the full and complete agreement between them and supersedes all prior written agreements and memoranda of understandings, with the exception of paragraph 1A entitled "Option" of a certain memorandum entitled Re: "Voluntary Retirement" executed in 1975, with respect thereto for the employee covered hereunder. Each party has been fully represented and had adequate opportunity to make proposals and counter-proposals and neither shall be required, without its consent, unless provided otherwise in this Agreement, to bargain further during the term of this Agreement on any subject matter discussed during contract negotiations, unless and until notice, in accordance with Section 16.3 below is given.

16.1

No individual employee in the bargaining unit or representative agent or employee of the City may enter into a separate agreement or understanding which will be inconsistent with the terms of this Agreement.

16.2

This Agreement may be altered or modified only by mutual written agreement of both parties.

16.3

If either the Union or the City desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either party shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration hereof. In such event negotiations will commence no later than fifteen (15) days after receipt of notice.

16.4

This Agreement shall be binding upon the City and the Union as of the date of signing and salaries and other direct economic benefits which can be applied retroactively shall become effective July 1, 2023 and shall continue to full force and effect until midnight of the 30th day of June, 2027, when it shall expire.


APPENDIX A

Pay Scale						
		7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
		2.25%	3.00%	2.75%	2.75%	2.75%
Police Trainee		\$54,140	\$55,764	\$57,298	\$58,873	\$60,492
(Time Spent in Academy -6 months)						
Patrol Officer - 1st Step						
(After graduation from academy - 18 months)						
1st shift		\$60,155	\$61,960	\$63,664	\$65,415	\$67,214
2nd shift		\$62,561	\$64,438	\$66,210	\$68,031	\$69,902
3rd shift		\$63,765	\$65,678	\$67,484	\$69,340	\$71,247
4th shift		\$63,163	\$65,058	\$66,847	\$68,685	\$70,574
Patrol Officer - 2nd Step						
(30 months)						
1st shift		\$73,620	\$75,829	\$77,914	\$80,057	\$82,258
2nd shift		\$76,565	\$78,862	\$81,030	\$83,259	\$85,548
3rd shift		\$78,036	\$80,378	\$82,588	\$84,859	\$87,193
4th shift		\$77,300	\$79,619	\$81,809	\$84,058	\$86,370
Patrol Officer - 3rd Step						
(42 months)						
1st shift		\$76,806	\$79,110	\$81,286	\$83,521	\$85,818
2nd shift		\$79,879	\$82,275	\$84,538	\$86,862	\$89,251
3rd shift		\$81,414	\$83,857	\$86,163	\$88,532	\$90,967
4th shift		\$80,646	\$83,066	\$85,350	\$87,697	\$90,109
Patrol Officer - Final Step (54 Months)						
1st shift		\$80,120	\$82,524	\$84,793	\$87,125	\$89,521
2nd shift		\$83,324	\$85,824	\$88,184	\$90,609	\$93,101
3rd shift		\$84,927	\$87,475	\$89,881	\$92,352	\$94,892
4th shift		\$84,126	\$86,649	\$89,032	\$91,481	\$93,996
Detective						
1st shift		\$ 89,173	\$91,848	\$94,374	\$96,969	\$99,636
2nd shift		\$ 92,740	\$95,522	\$98,149	\$100,848	\$103,621
Sergeant						
1st shift		\$ 97,376	\$100,297	\$103,055	\$105,889	\$108,801
2nd shift		\$ 101,272	\$104,310	\$107,179	\$110,126	\$113,155
3rd shift		\$ 103,219	\$106,316	\$109,239	\$112,243	\$115,330
Lieutenant						
1st shift		\$ 108,379	\$111,630	\$114,700	\$117,854	\$121,095
2nd shift		\$ 112,715	\$116,096	\$119,289	\$122,570	\$125,940
3rd shift		\$ 114,882	\$118,328	\$121,582	\$124,926	\$128,361
Captain						
		\$ 120,626	\$124,245	\$127,662	\$131,172	\$134,779

APPENDIX B
Payment In Lieu of Insurance
Grandfathered Employees


Jared Barsaleau
Jenifer Yarsawich
Robert Krysiak
Matthew Sloate

/



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/ or call (888) 224-4896 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,000/person or \$4,000/family for In-Network Providers. \$2,000/person or \$4,000/family for Non-Network Providers.	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. <u>Preventive Care</u> for In-Network Providers.	This <u>plan</u> covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
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 <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/person or \$4,000/family for In-Network Providers. \$4,000/person or \$8,000/family for Non-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 plan, 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 www.anthem.com or call (888) 224-4896 for a list of <u>network providers</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> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>Out-of-Network Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	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)	Non-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 <u>provider</u> 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)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Costs may vary by site of service.
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Costs may vary by site of service.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/	Tier 1 - Typically Generic	0% <u>coinsurance</u> (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	*See Prescription Drug section
	Tier 2 - Typically Preferred Brand	0% <u>coinsurance</u> (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	0% <u>coinsurance</u> (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	
National Drug List If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Emergency room care	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	Emergency medical transportation	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
If you need immediate medical attention	Urgent care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	100 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you have a hospital stay	Outpatient services	Office Visit	Office Visit	Office Visit

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

mental health, behavioral health, or substance abuse services	Inpatient services	0% <u>coinsurance</u> Other Outpatient 0% <u>coinsurance</u>	20% <u>coinsurance</u> Other Outpatient 20% <u>coinsurance</u>	-----none----- Other Outpatient -----none----- -----none-----
	Office visits	No charge	20% <u>coinsurance</u>	-----none-----
	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Cost sharing does not apply for preventive services.</u> Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	200 visits /benefit period.
	Home health care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Therapy Services section.
	Rehabilitation services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	120 days/benefit period for skilled nursing services.
	Habilitation services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See <u>Durable Medical Equipment</u> Section
	Skilled nursing care	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need help recovering or have other special health needs	Durable medical equipment	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Hospice services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Children's eye exam	Not covered	Not covered	-----none-----
	Children's glasses	Not covered	Not covered	-----none-----
If your child needs dental or eye care	Children's dental check-up	Not covered	Not covered	-----none-----

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 Check-up
- Long-term care
- Weight loss programs
- Dental care (Adult)
- Eye exams for a child
- Routine eye care (Adult)

- Dental care (Pediatric)
- Glasses for a child
- Routine foot care unless you have been diagnosed with diabetes

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

- Acupuncture
- Hearing aids 1 Item(s)/ear every 2 benefit periods
- Private-duty nursing \$15,000 maximum/benefit period in a Home Setting only
- Bariatric surgery
- Infertility treatment
- Chiropractic care 50 visits/benefit period combined with all other therapies
- Most coverage provided outside the United States. See www.bcbglobalcare.com

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

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: Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447, Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://HealthInsuranceMarketplace). For more information about the Marketplace, visit 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

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Connecticut Office of Healthcare Advocate, P.O. Box 1543, Hartford, CT 06144, (866) 466-4446, www.ct.gov/oha, healthcare.advocate@ct.gov

Does this plan provide Minimum Essential Coverage? Yes/No

[Minimum Essential Coverage](http://MinimumEssentialCoverage) generally includes plans, [health insurance](http://healthinsurance) available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](http://MinimumEssentialCoverage), you may not be eligible for the [premium tax credit](http://premiumtaxcredit).

Does this plan meet the Minimum Value Standards? Yes/No

If your plan doesn't meet the [Minimum Value Standards](http://MinimumValueStandards), you may be eligible for a [premium tax credit](http://premiumtaxcredit) 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/eocdps/aso>.

About these Coverage Examples:



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 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
- Specialist coinsurance
- Hospital (facility) coinsurance
- Other coinsurance

\$2,000
0%
0%
0%

- The plan's overall deductible
- Specialist coinsurance
- Hospital (facility) coinsurance
- Other coinsurance

\$2,000
0%
0%
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*)

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 \$12,700

Total Example Cost \$5,600

In this example, Peg would pay:

In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60

Cost Sharing	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20

The plan would be responsible for the other costs of these EXAMPLE covered services.

The total Joe would pay is

\$2,020

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	\$2,800
--------------------	---------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,000

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (888) 224-4896

Amharic (አማርኛ): ስከዚህ ሰነድ ማንኛውም ጥያቄ ካካዎት በራስዎ ቋንቋ እርዳታ እና ይህን መረጃ በነጻ የማግኘት መብት እከዎት። እስተርጓሚ ከማርግ (888) 224-4896 ይጸውኩ።
(888) 224-4896 إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (888) 224-4896 Arabic

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեւ, դուք կապուով ունեւ հարկմար ստանալ օգնություն և տեղեկանքներում ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (888) 224-4896:

Bassa (Bàsɔ̀ wùdù): M̄ d̄yí d̄yí-diè-d̄è b̄è b̄éqé bá céè-d̄è nià ke d̄yí ní, ɔ̀ mò nì d̄yí-b̄èd̄èin-d̄è b̄é m̄ ké gbo-kpá-kpá kè b̄ò kp̄ɔ̀ d̄é m̄ b̄íqí-wùd̄ùùn b̄ó pídyí. Bé-m̄ ké wud̄u-zìin-nyò d̄ò gbo wùd̄ù ke, d̄á (888) 224-4896.

Bengali (বাংলা): যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য পাওয়ার ও তথ্য পাওয়ার অধিকার আপনার আছে। একজন দোভাষীর সাথে কথা বলার জন্য (888) 224-4896 -তে কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့်အကူအညီကို အခကြေးငွေ မေးခရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့်သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖုန်း(888) 224-4896 သို့ ခေါ်ဆိုပါ။

Chinese (中文): 如果您對本文有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(888) 224-4896。

Dinka (Dinka): Na naɗ thiēc nē ke de yā thorē, ke yin naɗ loɗ bē yi kuony ku wer alēu bē geer yic yin ne thoɗ du ke cin wēu tāūē ke piny. Te kor yin ba jam wēnē ran ye thok geryic, ke yin col (888) 224-4896.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (888) 224-4896.

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (888) 224-4896 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (888) 224-4896.

Language Access Services:

German (Deutsch): Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (888) 224-4896.

Greek (Ελληνικά): Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον διεγμνηά, τηλεφωνήστε στο (888) 224-4896.

Gujarati (ગુજરાતી): જો આ દસ્તાવેજ અંગે આપને કોઈપણ પ્રશ્નો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. દુભાષિયા સાથે વાત કરવા માટે, કોલ કરો (888) 224-4896.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (888) 224-4896.

Hindi (हिंदी): अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (888) 224-4896 ।

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Hmong (White Hmong): Yog tias koj muaj lus nug dab tsi ntsig txog daim ntauv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (888) 224-4896.

Igbo (Igbo): O bụrụ na ị nwere ajụjụ ọ bụla gbasara akwụkwọ a, ị nwere ikike ịnweta enyemaka na ozị n'asụsụ gị na akwụghị ugwo ọ bụla. Ka gị na ọkọwa okwu kwuo okwu, kpọọ (888) 224-4896.

Ilokano (Ilokano): Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lenguahem nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (888) 224-4896.

Indonesian (Bahasa Indonesia): Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (888) 224-4896.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (888) 224-4896.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(888) 224-4896 にお電話ください。

Language Access Services:

Khmer (ខ្មែរ): បើអ្នកមានសំណួរផ្សេងទៀតអំពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលជំនួយនិងព័ត៌មានជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។
ដើម្បីជ្រើសរើសភាសាដើមរបស់អ្នកបកប្រែ ចូរប្រើ (888) 224-4896 ។

Kirundi (Kirundi): Ugize ikibazo icyo arico cose kuri iyi nyandiko, ufise uburenganzira bwo kuronka ubufasha mu rurimi rwawe ata giciro. Kugira uvugishe umusemuzi, akura (888) 224-4896.

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(888) 224-4896 로 문의하십시오.

Lao (ພາສາລາວ): ຖ້າທ່ານມີຄຳຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ.
ເພື່ອໄດ້ຮັບກັບລ່າມແປພາສາ, ໃຫ້ໃບຫາ (888) 224-4896.

Navajo (Diné): Dii naalksoos bika'igii lahgo bina'idilkidgo ná bohónéedzǎ dóó bee ahóót'i' f'áá ní nizaad k'ehj' bee ní' hodoonih f'áadoo bǫ́ąh iliníg'óó. Ata' hahne'ígii' la' bich'i' hadeesdzih ninizingo koj' hodo'ílnih (888) 224-4896.

Nepali (नेपाली): यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ।
दोभाबैसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (888) 224-4896

Oromo (Oromifaa): Sanadi kanaa wajjin walqabaate gaffi kamiyyuu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketiin kaffaltii alla argachuuif mirgaa qabdaa. Turjumaana dubaachuuf, (888) 224-4896 bilbilla.

Pennsylvania Dutch (Deutsch): Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Helfe un Information zu griege in dei Schprooch mitaus Koscht. Um mit en Iwversetze zu schwetze, ruff (888) 224-4896 aa.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (888) 224-4896.

Portuguese (Português): Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (888) 224-4896.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (888) 224-4896 'ਤੇ ਕਾਲ ਕਰੋ।

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod

Language Access Services:

gratuit. Pentru a vă adresa unui interpret, contactați telefonic (888) 224-4896.

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (888) 224-4896.

Samoan (Samoan): Afai e iai ni ou fesili e uiga i lenei tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totogi. Ina ia talanoa i se tagata faaliliu, vili (888) 224-4896.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (888) 224-4896.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (888) 224-4896.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (888) 224-4896.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่ค่าใช้จ่าย โดยโทร เพื่อพูดคุยกับล่าม (888) 224-4896

Ukrainian (Українська): якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером: (888) 224-4896.

اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مدد اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لئے، (888) 224-4896 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (888) 224-4896.

(Yiddish) (אידיש): אויב איר האט שאלות וועגן דעם דאקומענט, האט איר די רעכט צו באקומען דעם אינפארמאציע אין א"ער שפראך און קיין פארצו צו רעדן צו אן אירערעצער, קופט (888) 224-4896.

Yoruba (Yorùbá): Tí o bá ní èyíkéyí ibèrè nípa àkòsílẹ̀ yẹ, o ní ètò látí gba iranwo àti iwífún mí èdè rẹ lófèfẹ. Bá wa ògbùnfọ kan sọrọ, pe (888) 224-4896.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't

Language Access Services:

English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>



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

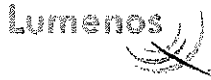
Office Visits after age 18; including preventive vision exams.

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.

New Britain
CGHRA2270 NGF



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/ or call (888) 224-4896 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,000/person or \$4,000/family for In- <u>Network Providers</u> . \$2,000/person or \$4,000/family for Non- <u>Network Providers</u> .	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. <u>Preventive Care</u> for In- <u>Network Providers</u> .	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 <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
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 <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$2,000/person or \$4,000/family for In- <u>Network Providers</u> . \$4,000/person or \$8,000/family for Non- <u>Network Providers</u> .	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 plan, the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billing 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 www.anthem.com or call (888) 224-4896 for a list of <u>network providers</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> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>Out-of-Network Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	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)	Non-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-----
	<u>Preventive care/screening/immunization</u>	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Costs may vary by site of service.
	<u>Imaging</u> (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Costs may vary by site of service.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/	Tier 1 - Typically Generic	0% <u>coinsurance</u> (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	*See Prescription Drug section
	Tier 2 - Typically Preferred Brand	0% <u>coinsurance</u> (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	0% <u>coinsurance</u> (retail and home delivery)	20% <u>coinsurance</u> (retail) and Not covered (home delivery)	
National Drug List				
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	Covered as In-Network	-----none-----
	<u>Urgent care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	100 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need	Outpatient services	Office Visit	Office Visit	Office Visit

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

mental health, behavioral health, or substance abuse services		0% coinsurance Other Outpatient 0% coinsurance	20% coinsurance Other Outpatient 20% coinsurance	-----none----- Other Outpatient -----none-----
If you are pregnant	Inpatient services	0% coinsurance	20% coinsurance	-----none-----
	Office visits	No charge	20% coinsurance	<u>Cost sharing does not apply for preventive services.</u> Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	
If you need help recovering or have other special health needs	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	200 visits/benefit period.
	Home health care	0% coinsurance	20% coinsurance	*See Therapy Services section.
	Rehabilitation services	0% coinsurance	20% coinsurance	
	Habilitation services	0% coinsurance	20% coinsurance	120 days/benefit period for skilled nursing services.
	Skilled nursing care	0% coinsurance	20% coinsurance	*See <u>Durable Medical Equipment</u> Section
If your child needs dental or eye care	Durable medical equipment	0% coinsurance	20% coinsurance	-----none-----
	Hospice services	0% coinsurance	20% coinsurance	-----none-----
	Children's eye exam	Not covered	Not covered	-----none-----
	Children's glasses	Not covered	Not covered	-----none-----
	Children's dental check-up	Not covered	Not covered	-----none-----

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.)

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • Cosmetic surgery • Dental Check-up • Long-term care • Weight loss programs | <ul style="list-style-type: none"> • Dental care (Adult) • Eye exams for a child • Routine eye care (Adult) | <ul style="list-style-type: none"> • Dental care (Pediatric) • Glasses for a child • Routine foot care unless you have been diagnosed with diabetes |
|---|--|--|

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

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Acupuncture • Hearing aids 1 Item(s)/ear every 2 benefit periods • Private-duty nursing \$15,000 maximum/benefit period in a Home Setting only | <ul style="list-style-type: none"> • Bariatric surgery • Infertility treatment | <ul style="list-style-type: none"> • Chiropractic care 50 visits/benefit period combined with all other therapies • Most coverage provided outside the United States. See www.bcbstglobalcare.com |
|--|--|--|

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

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: Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447, Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://HealthInsuranceMarketplace). For more information about the Marketplace, visit 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

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Connecticut Office of Healthcare Advocate, P.O. Box 1543, Hartford, CT 06144, (866) 466-4446, www.ct.gov/oha, healthcare.advocate@ct.gov

Does this plan provide Minimum Essential Coverage? Yes/No

[Minimum Essential Coverage](http://MinimumEssentialCoverage) generally includes plans, [health insurance](http://healthinsurance) available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](http://MinimumEssentialCoverage), you may not be eligible for the [premium tax credit](http://premiumtaxcredit).

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Does this plan meet the Minimum Value Standards? Yes/No

If your plan doesn't meet the [Minimum Value Standards](http://MinimumValueStandards), you may be eligible for a [premium tax credit](http://premiumtaxcredit) 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/eocdps/aso>.

About these Coverage Examples:



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	\$12,700
--------------------	----------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60

The plan would be responsible for the other costs of these EXAMPLE covered services.

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	\$5,600
--------------------	---------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20

The total Joe would pay is

\$2,020

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	\$2,800
--------------------	---------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,000

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (888) 224-4896

Amharic (አማርኛ): ስክሂዚ ሰነድ ማየኛውም ጥያቄ ካከዎት በራስዎ ቋንቋ አርጋታ እና ይህን መረጃ በአጻ የማግኘት መብት አካዎት። አስተርጓሚ ኮማንድ (888) 224-4896 ይደውሉ።

(888) 224-4896 إتصل على مترجم، لتحدث إلى مقابل. لمقابلة مقابلة دون مقابل. (العربية) إذا كان لديك أي استفسارات بشأن هذا المستند، فيتحقق لك الحصول على المساعدة والمعلومات بوقتك مقابل. (العربية) Arabic

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք ամսվար ստանալ օգնություն և
 իրավաբանական խորհուրդներ ստանալ: Թողտեսք հետևյալ հեռախոսահամարով՝ (888) 224-4896:

Bassa (Bàsà wùdù): M̐ d̐yí d̐yí-diè-d̐é b̐é b̐é dé bá céé-d̐é n̐à ké d̐yí n̐í, ɔ mò n̐í d̐yí-b̐èd̐èin-d̐é b̐é m̐ ké gbo-kpá-kpá kè b̐é kp̐ó dé m̐ b̐í d̐í-wùd̐ùin bó pí d̐vī. B̐é m̐ ké wudu-z̐in-n̐yò d̐ò gbo wùd̐ù ké, dá (888) 224-4896.

72 **Bengali (বাংলা):** যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিগামূল্য সাহায্য পাওয়ার ও তথ্য পাওয়ার অধিকার আপনার আছে।
 একজন দোস্তফির সাথে কথা হার জন্য (888) 224-4896
 -তে কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခမဲ့ ကြေးငွေ ပေးစရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့် သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖုန်း (888) 224-4896 သို့ ခေါ်ဆိုပါ။

Chinese (中文)：如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與醫員通話，請致電(888) 224-4896。

Dinka (Dinka): Na naŋ thiēc nē ke de yā thorē, ke yin naŋ loŋ bē yī kuony ku wər alēu bē gər yic yin ne thoŋ du ke cīn wēu tāuē ke pīny. Te kōr yin ba jam wēnē zan ye thoŋ geryic, ke yin cōl (888) 224-4896.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (888) 224-4896.

هزیننه ای به زبان مادری‌تان دریافت کنید - برای گفتگو با یک مترجم شفاهی، با شماره 224-4896 (888) تماس بگیرید.

Farsi (فارسی): در صورتی که مثالی پیرامون این حق را دارید که اطلاعات و کمک را بدون هیچ

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (888) 224-4896.

Language Access Services:

- German (Deutsch):** Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (888) 224-4896.
- Greek (Ελληνικά):** Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον diequmhénas, τηλεφωνήστε στο (888) 224-4896.
- Gujarati (ગુજરાતી):** જો આ દસ્તાવેજ અંગે આપને કોઈપણ પ્રશ્નનો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. દુભાષિયા સાથે વાત કરવા માટે, કોલ કરો (888) 224-4896.
- Haitian Creole (Kreyòl Ayisyen):** Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (888) 224-4896.
- Hindi (हिंदी):** अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (888) 224-4896 ।
- Hmong (White Hmong):** Yog tias koj muaj lus nug dab tsi ntsig txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (888) 224-4896.
- Igbo (Igbo):** O bụrụ na ị nwere ajụjụ ọ bụla gbasara akwukwo a, ị nwere ikike inweta enyemaka na ozi n'asụsụ gị na akwughị ugwo ọ bụla. Ka gị na ọkwoa okwu kwuo okwu, kpọọ (888) 224-4896.
- Ilokano (Ilokano):** Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lengleng nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (888) 224-4896.
- Indonesian (Bahasa Indonesia):** Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (888) 224-4896.
- Italian (Italiano):** In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (888) 224-4896
- Japanese (日本語):** この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(888) 224-4896 にお電話ください。
- Khmer (ខ្មែរ):** បើអ្នកមានសំណួរឬដេញដោលអ្វីៗស្តីពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលបានឯកសាររបស់អ្នកដោយឥតគិតថ្លៃ។

Language Access Services:

ເສີມຂຶ້ນໃຈກະຊາຊົນ ພາສາ ຄູ່ ຄູ່ ຄູ່ (888) 224-4896 7

Kirundi (Kirundi): Ugize ikibazo icyo arico cose kuri iyi nyandiko, ufise uburenganzira bwo kureka ubufasha mu rurimi rwawe aya giciro. Kugira uwugishye umusemuzi, akura (888) 224-4896.

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (888) 224-4896 로 문의하십시오.

Lao (ພາສາລາວ): ຖ້າທ່ານມີຄຳຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ. ເພື່ອໄດ້ຮັບກັບວ່າມາພາສາ, ໃຫ້ໃບຫາ (888) 224-4896.

Navajo (Diné): Dii naaltsoos bika'ígíí lahgo bina'ídiłkíidgo ná bohónéedzǫ́ dóó bee ahóót'í' í'áá ní nizaad k'ehj'í bee ní' hodoonih í'áadoo bááh ílmígóó. Ata' hahne'ígíí ía' bich'í' hadeesdzih nínízingo koj'í' hódíílnih (888) 224-4896.

Nepali (नेपाली): यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ। दोभाषेसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (888) 224-4896

Oromo (Oromifaa): Sanadi kanaa wajjin walqabaate gaffi kamiyyu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketiin kaffaltii alla argachuuf mirgaa qabdaa. Turjumaana dubaachuuf, (888) 224-4896 bilbilla.

Pennsylvania Dutch (Deutsch): Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Hilfe un Information zu griege in dei Schprooch mitaus Koscht. Um mit en Iwwersetze zu schwetze, ruff (888) 224-4896 aa.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (888) 224-4896.

Portuguese (Português): Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (888) 224-4896.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (888) 224-4896 'ਤੇ ਕਾਲ ਕਰੋ।

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (888) 224-4896.

Language Access Services:

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (888) 224-4896.

Samoan (Samoa): Afai e iai ni ou fesili e uiga i leneci tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totogi. Ina ia talanoa i se tagata faalilili, vili (888) 224-4896.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (888) 224-4896.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (888) 224-4896.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (888) 224-4896.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่ค่าใช้จ่าย โดยโทร (888) 224-4896 เพื่อพูดคุยกับล่าม

Ukrainian (Українська): якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (888) 224-4896.

اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مدد اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لیے، (888) 224-4896 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (888) 224-4896.

אם איבערנעמען, האט איר שאלות וועגן דעם דאקומענט, האט איר דא ערע און באקומען דעם אינפארמאציע און איר שפראך און איר קיין פראג. צו רעדן צו אן איבערנעמען, רופט (888) 224-4896.

Yoruba (Yorùbá): Tí o bá ní èyékéyí ibèrè nípá àkòsílẹ̀ yí, o ní ètò láti gba ànàwọ̀ àti àwífún ní èdè rẹ lóṣẹ́. Bá wa ògbùfọ̀ kan sọrọ, pe (888) 224-4896.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age,

Language Access Services:

disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

FLEX DENTAL PLAN #7

Description of Benefits

You Pay:

Annual Deductible (individual/family)	\$25/\$75
Annual Maximum per member per calendar year	\$1,000
Lifetime Orthodontic Maximum per member	N/A
DIAGNOSTIC & PREVENTIVE SERVICES <ul style="list-style-type: none"> Initial evaluation Periodic evaluations X-rays Cleanings, twice a year Fluoride treatment to age 19 Space maintainers to age 19 Emergency palliative treatment 	No Charge
BASIC SERVICES <ul style="list-style-type: none"> Fillings Simple and surgical extractions Oral surgery Endodontics including but not limited to root canal therapy Repair and relining of dentures Recement Crown Recement Bridge Repair Bridge 	50%, after deductible
MAJOR SERVICES <ul style="list-style-type: none"> Periodontics Crowns Inlays Onlays Prosthodontics including but not limited to bridgework, partial and full dentures Post and core 	Not Covered
ORTHODONTIC SERVICES (child or adult) <ul style="list-style-type: none"> Non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth Examination Records Tooth guidance Repositioning (straightening) of the teeth 	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 547, North Haven CT 06473.

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 PPOSM plus Premier
Supervisors – Buy Up Option
1001 Active / 1002 COBRA

If a Delta Dental PPOSM, 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® network is the largest of the Delta Dental networks with over 356,000 participating dentist offices nationally (80%+). Delta Dental PPOSM is a smaller, but more discounted network with over 282,000 participating dentist offices nationwide. Delta Dental PPOSM 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 PPOSM 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 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.

City of New Britain – Group # 4538
Delta Dental PPO plus Premier™
0001 Active / 0002 COBRA

If a Delta Dental PPOSM, 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 351,000 participating dentist offices nationally (80%+). Delta Dental PPO™ is a smaller, but more discounted network with over 266,000 participating dentist offices nationwide. Delta Dental's network discounts average 25% to 35% less.

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 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 deltadentalct.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.

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5/14/20

ADDENDUM *A*
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made an entered Into by an between the CITY OF NEW BRITAIN [hereinafter called 'City] and, the NEW BRITAIN POLICE UNION, LOCAL 1165, COUNCIL 1S, AFSCME [hereinafter called 'Union'].

WITNESSETH:

Whereas, the City and the Union have negotiated and agreed upon conditions for pension escalation benefits under the pension plan to be incorporated into the collective bargaining agreement between the City and the Union for the period commencing July 1, 1990, and ending June 30, 1993; and

Whereas, the provisions negotiated and agreed upon by the City and the Union provide that there will be no pension escalation benefits for new employees hired after July 1, 1990; and

Whereas, the provisions negotiated and agreed upon by the City and the Union provided that individuals in the bargaining unit as of July 1, 1990, shall continue to be entitled to pension escalation benefits as provided for under the provisions of the Charter of the City of Now Britain, the Special Acts of the Connecticut General Assembly, to wit: S.A. No.1 442 [1967] and S.A. No. 182 [1969], and the collective bargaining agreement; and

Whereas, the provisions regarding pension escalation benefits negotiated and agreed to by the City and the Union are, or may be construed to be, in conflict with the provisions of the Charter of the City of New Britain and/or the Special Acts of. the Connecticut General Assembly; and

Whereas, Section 7-474[f] of the Connecticut General Statutes provides that where there is a conflict between an agreement reached by a municipal employer and an employee organization on matter appropriate to collective bargaining and any charter, special act, ordinance, rule or regulation adopted by a municipal employer or it agents, or any general statute directly regulating the hours of work of police officers, or any general statute providing for the method or manner of covering or removing employees from coverage under the Connecticut municipal employee' retirement system or under the policemen or firemen survivor's benefit. fund, the terms of such agreement shall prevail;

Now, therefore, in consideration of the mutual covenants and promises contained herein, the City and the Union do hereby enter into this Memorandum of Agreement and do agree as follows:

1. The Union expressly acknowledges and agrees that the provisions in Section 11.5 through 11-15 of the collective bargaining agreement for the period July 1, 1990, to June 30, 1993, incorporated herein by reference, constitute the pension benefits, including

pension escalation benefits, the City is obligated to provide for employees covered under the Agreement between the City of New Britain and New Britain Police Union, Local 1165, Council 15, AFSCME.

2. The Union, on its own behalf and on behalf of its members, agrees that it will make no claim for pension benefits on behalf of any member of the Union under any provision of the Charter of the City of New Britain, any Special Act, any ordinance, any rule or regulation adopted by the municipality, or its agents, or any General Statute of the State of Connecticut during the term this collective bargaining agreement shall be in effect.
3. The City agrees that pension escalator benefits provided for in Section 11.9[a] of the collective bargaining agreement shall remain in full force and effect for all the covered employees listed on Exhibit "A" attached hereto and incorporated herein and shall be binding on the City with respect to such covered employees and survivors for so long as they live, regardless of whether or not the corresponding provision of the applicable 'collective bargaining agreement remain in effect.
4. The City agreed that this Memorandum of Agreement shall be enforceable by the Union or by any of the covered employees listed on Exhibit [A] in any forum of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be signed in their name and behalf on this 10th day of October 1990.

Witnesses:

SS/ John Byrne

FOR THE CITY:

By: SS/ Donald DeFronzo

FOR THE UNION:

SS/ Sandra Loether

By: SS/ William Murdock

AGREEMENT

[EXHIBIT A]

This agreement is made by and between the City of New Britain ["City"], Local; 1165, ["Union"] and each and every person employed by the City and included in the Local 1165 unit as of July 1, 1990.

WHEREAS; the City and Local 1165 have negotiated and agreed upon conditions for pension escalation benefits under the pension plan provided in the provisions of the collective bargaining agreement beginning July 1, 1990, and

WHEREAS; there will be no pension escalation benefits for new employee hired after July 1, 1990, and

WHEREAS; the City -and Local 1165 wish to guarantee that the pension escalation benefits will not change for individuals employed in the bargaining unit as of July 1, 1990;

NOW THEREFORE the parties agreed as follows:

- [1] The pension escalation benefits provision of the 1990-1993 collective bargaining agreement between the City and Local 1165, as set forth in Section 11.9[a], are incorporated herein by reference.
- [2] Such pension escalation benefits will remain in full force and effect for all Covered Employees and Survivors listed [attached] and will be binding on the City with respect to such Covered Employees, for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
- [3] This Agreement shall be enforceable by any or all of the Covered Employees listed below in any court of competent jurisdiction.

IN WITNESS WHEREOF the Mayor, having been duly authorized by the Common Council, the Union President, acting on the basic of a ratification vote constituting authorization by the membership of the Union, and the Covered Employees, have all affixed their signatures on the dates indicated below.

CITY OF NEW BRITAIN

LOCAL 1165, COUNCIL 15,
AFSCME

By SS/ Donald DeFronzo
Mayor

By SS/ William Murdock
President

Date 10-10-1990

Date 10-10-1990

ADDENDUM B
SICK LEAVE POOL

1. A sick leave pool is hereby established to be used for extreme hardship cases. Membership in the pool shall be on a voluntary basis, however, only members of the pool shall be allowed to apply for the withdrawal of days from the pool.
2. All members of the pool shall initially contribute one sick day that shall be deducted from the member's accumulated sick leave. If at any time, the sick leave pool has a balance of less than one hundred and fifty (150) days, each member shall donate one (1) additional day to the sick leave pool.
3. Upon exhaustion of accumulated leave, any member of the pool may apply to the Sick Leave Pool Committee, as hereinafter provided, for a withdrawal of days. Application should be made as soon as a member suspects that time will be requested. Sick pool time will not be awarded retroactively. Any additional sick time accumulated while a member is withdrawing from the sick pool shall be exhausted prior to additional days from the pool being used.
4. A Sick Leave Pool Committee consisting of the Chief of Police, the Personnel Director and the Union President after polling the Union Executive Board and complying with the results of the majority vote of the Board shall be established. The Committee shall develop procedures for the applying and granting of sick days from the pool. The Committee shall: a) require that an FMLA form be completed by a physician; b) limit to 100 the number of days granted to any employee in any given year; c) consider projected duration of condition involved; and d) consider the applicant's prior record of sick leave use. Additional Committee criteria may be added.
5. Application for withdrawal of days shall be made to the Personnel Director who will present the application to the Committee. Applications to the Committee shall be made by letter and accompanied by a completed FMLA form. Applications shall be transmitted, with supporting documents, to the Committee. It is the applicant's responsibility to provide, with the letter of application, the following information to the Committee:
 - a. A completed FMLA form.
 - b. A complete history of the use of accumulated sick leave time. Include dates absent and the reasons where possible. Date of expiration of accumulated sick time is also required.
 - c. A request for a specific number of days from the Sick Leave Pool.
 - d. Incomplete applications will not be acted upon by the Sick Leave Pool Committee.
6. The granting of any sick leave days from the pool shall be by majority vote of the Committee and such vote shall be final and shall not be subject to the grievance procedure.
7. Any days withdrawn from the pool and not used upon the return to work shall be returned to the pool.
8. For all current employees, there will be an open enrollment period in the month of July to allow any employee not in the sick leave pool, the opportunity to join. Any employee who joins in the July open enrollment shall be required to contribute the number of days that equal the amount they would have contributed had they joined the sick pool upon its

creation or the commencement of their employment whichever is applicable. Any employee who joins the pool during the July open enrollment shall not be allowed to borrow from the sick leave pool until one year later.

PENSION ESCALATION-BENEFITS-COVERED PARTICIPANTS
ACTIVE EMPLOYEES IN LOCAL 1165
(UPDATED 12/30/15)

GEORGE KOZIERADZKI

SIGNED this 7th August day of ~~July~~, 2023



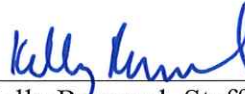
Erin E. Stewart
Mayor



David Mocarsky
President



Linda Guard
Human Resources Director



Kelly Rømmel, Staff Representative
AFSCME Counsel 4

Ratified by Membership on June 22, 2023
Approved by Common Council on June 28, 2023

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEW BRITAIN

AND

NEW BRITAIN POLICE UNION, LOCAL 1165

Whereas, the City of New Britain (hereinafter "City") and the New Britain Police Union, Local 1165 (hereinafter "Local 1165") are parties to a collective bargaining agreement; and

Whereas, the City has a K-9 Unit in its police department which has existed for many years and has operated under practices which were recently put in writing; and

Whereas, the City and Union would like to formally agree to the practices of the K-9 unit; and

THEREFORE, the City Local 1165 agree to the following regarding the K-9 Unit:

1. K-9 Handler Position: There shall be up to 5 members of the K-9 Unit. Up to 4 of which shall be referred to as K-9 Handlers and one of which shall be the K-9 Team Leader. The K-9 handlers and K-9 Team leader must be assigned a canine for the duration of their assignment.

2. Members of the K-9 unit will be assigned to a 5-2 work week. The unit's standard hours of work will be broken down into two shifts: 10am to 6pm (5th shift) and 6pm to 2am (4th shift).

a. The unit's standard hours of work may be changed for the purpose of accomplishing operational needs affecting the efficiency of the department.

b. Up to two K-9 handlers will be assigned to each of the shifts identified above.

c. Shift assignments within the K-9 unit will be made based upon seniority defined by the length of service in the K-9 unit and not by the contractual department bid seniority system defined in Article III Section 4.3 and based upon the K-9 breed assigned to K-9 handler and/or its primary task of the K-9 breed assigned to the K-9 handler.

Management reserves the right not to assign two officers with the same K-9 breed and/or same primary task in order not to adversely affect the efficiency of the department.

c. d. Shift bid frequency within the K-9 Unit will follow the established contractual procedure followed by the department; every four months. The K-9 handlers of each of the two shifts will be assigned permanent days off (Friday/Saturday or Sunday/Monday) based on assignment seniority. For example - one member will be assigned Friday and Saturday off while the other member will be assigned Sunday and Monday off.

e. Members of the K-9 Unit will be allowed to swap shifts through the established shift swap procedure; however, K-9 handlers can only swap shifts with dogs trained to perform the same primary task. K-9 handlers will be allowed to swap a shift with patrol personnel from 1st, 2nd, 4th and 5th shifts if the ability to swap a shift within the K-9 Unit is unavailable. Swapping outside of the K-9 unit will only be allowed on a case by

case basis (depleted time bank, denied time off etc...). Swapping outside the canine unit will not be allowed for the purposes of creating a new working schedule. Any denial of a swap outside the K-9 unit is final and shall not be grieved.

3. Effective February 9, 2022 the position of K-9 Team Leader is hereby created and the primary responsibility of the K-9 Team Leader will be management of the canine team, which will include but will not be limited to ensuring proper training, record keeping, maintaining canine health records, scheduling of training and event attendance, inspections of equipment, canine certification maintenance, assisting in selection of canine handlers, and identifying and reporting any deficiencies with canine team members.

a. The K-9 Team Leader will report directly to the Captain of Patrol to report on any administrative matters defined above; however, all other day to day operational functions will be handled through the established chain of command.

b. The K-9 Team Leader will be assigned to a 5-2 work week on variable shift basis approved by the Captain of Patrol and/or designee for the purpose of accomplishing managerial duties as defined above and fulfilling the operational needs affecting the efficiency of the department.

c. The K-9 Team Leader will be paid a fourth shift officer rate differential as compensation for working the variable schedule.

d. The K-9 Team Leader position will not be affected by the shift bid process due to the variable schedule.

e. The K-9 Team Leader must be a current K-9 team member in good standing with a minimum of three (3) years of K-9 handling experience. The K-9 Team Leader will be selected through the standard selection process.

f. Management reserves the right to determine the length of time that the K-9 Team Leader will remain in this position and also reserves the right to remove an employee from the K-9 Team Leader position or eliminate the K-9 Team Leader position based upon the efficiency of the Department.

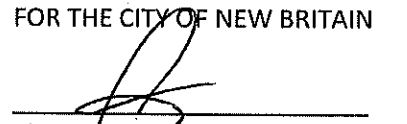
g. A K-9 Team Leader will be directly responsible for the members of this unit in the collective sense for administrative purposes; however, members of the unit will fall into the established command and supervision structure of the patrol division.

Approved and dated this 23rd day of February, 2022.

FOR THE UNION


Blain Rogozinski, President

FOR THE CITY OF NEW BRITAIN


Christopher Chute, Chief of Police

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEW BRITAIN

AND

NEW BRITIAN POLICE UNION, LOCAL 1165

Whereas, the City of New Britain (hereinafter "City") and the New Britain Police Union, Local 1165 (hereinafter "Local 1165") are parties to a collective bargaining agreement; and

Whereas, the City has been having difficulties filling special/private duty assignments as well as other special events; and

Whereas, other communities utilize retired officers to fill special/private duty assignments and other special events;

Whereas, the City and Local 1165 are interested in establishing a Reserve/Retired Officer programs to assist in fulfilling the department's obligation to fill special/private duty assignments and other special events; and

THEREFORE, the City and Local 1165 agree to the following:

1. The Certified New Britain Police Department Reserve Officer Program is hereby established under the following terms and conditions:

a. The function of the Reserve Officer is to perform special/private duty traffic control assignments, or any other non-patrol function deemed appropriate by the Chief of Police or his/her designee, if these assignments cannot be filled with regular full-time New Britain Police Department Officers. In addition, in the event of a natural disaster or catastrophic event, Reserve Officers may be used to augment the department staffing with permission of the Chief of Police or his/her designee. The Reserve Officers at the discretion of the Police Chief can be utilized as needed for prisoner intake and or as jailors/matrons.

b. The Reserve Officers shall be subject to supervision by regular police supervisors and are subject to all applicable policies, rules of conduct, and directives of the Police Department as well as discipline to include but not limited to removal from the program.

c. The Reserve Officers will not hold any rank regardless of the rank they held prior to retirement and will be issued new Reserve Officer badge and rocker to identify them as such.

d. To be eligible for this program, applicant must meet the following conditions:

- i. Be a certified police officer.
- ii. Retired from the New Britain Police Department in good standing.
- iii. Did not separate or retire while under investigation or in lieu of termination.
- iv. Did not retire on a disability pension or under a medical separation.

v. Have not entered into a full and final stipulation on workers' compensation claims.

e. Retired or retiring New Britain Police Department Officers may request appointment as a reserve officer as long as they are a P.O.S.T certified police officer in the State of Connecticut by completing a memo to the Chief of Police requesting the appointment.

f. Appointment to the position will be made at the sole discretion of the Chief of Police.

g. Reserve Officers will be required to submit a request for renewal of appointment prior to July 1st of each fiscal year in order to continue employment as a Reserve Officer. Reserve Officer failing to request a renewal will be removed and separated from the Reserve Officer program.

h. Continued participation in the program will be at the sole discretion of the Chief of Police based on the Reserve Officer's ability to perform the duties of the position.

i. A memo to the Chief of Police shall be submitted by Reserve Officer if he/she decides to permanently separate from the Reserve Officer program.

j. Reserve Officers will be required to maintain P.O.S.T. Certification in the State of Connecticut and must meet all department training standards. Reserve Officers will be allowed to participate in all available in-house training days at no cost; however, Reserve Officers will be responsible for any costs associated with training outside of the provided in-house training. The Reserve Officers will not be compensated in any manner for any training.

k. Uniform: Reserve Officers will be issued a department pepper spray and Taser when appropriate. Reserve Officers will be responsible for the purchase and maintenance of uniform, duty belt, body armor, firearm, magazines, impact weapon, flashlight, and handcuffs. The firearm must be the approved make, model, and caliber being currently used by regular New Britain Police Department Officers. The Police Department will provide the reserve officers with body camera and radio.

l. Pay: Reserve Officers working special duty/private duty assignments will be paid at the established "City Department Rates" for any and all special duty work performed regardless of vendor. Reserve Officers working any other assignments, events, or non-patrol functions including but not limited to prisoner intake and/or as jailors/matrons will be paid at the established Appendix B, Employees hired after May 1, 2015, "1st Step, 1st shift" 5-2 patrol officer hourly rate on an hour-for-hour basis without any block minimums.

m. Reserve Officers may only be assigned special duty work and other assignments deemed appropriate by the Chief of Police if full-time police officers have been offered and have not signed up to work the particular overtime assignment.

n. Reserve Officers are receiving a pension from the City of New Britain cannot be employed on a full time basis and may only be employed on a part time basis which is defined by Section 2-405 of the New Britain Code of Ordinances as "not more than 20 hours in any one week or not more than five months in any calendar year." Reserve officers who are retired under Municipal Employees Retirement System (M.E.R.S.), are allowed to work nineteen and one-half hours (19.5) per week indefinitely or up to ninety (90) days per year if they work over twenty (20) or more hours per week. Effective October 1, 2022, Reserve officers who are retired under

MERS will not be limited in hours as long as they do not receive participate (i.e., receive credit) in the retirement system during their re-employment.

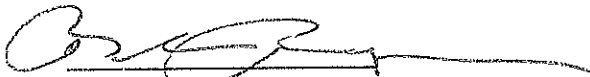
o. Reserve Officers are Per-Diem, at-will employees with no recourse to the grievance process or Union representation other than provided by State Law. Reserve Officers are provided the same public liability protection that is provided to full-time sworn police officers in the course of their duties. The Reserve Officers are not entitled to any other benefits provided to full-time New Britain Police officers to include but not limited to pension, 457(b), and health insurance.

p. Reserve Officers are required to undergo drug testing and mental health wellness examinations as required by the Connecticut Police Accountability Act at his/her own costs.

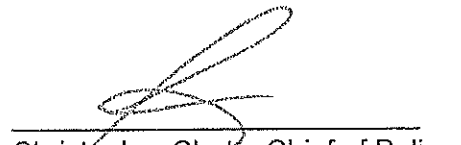
2. A policy on this program has been drafted and will be submitted to the Board of Police Commissioners for approval. Once the policy is approved by the Board of Police Commissioners, the programs will become effective,

Signed this 14th of September, 2022.

FOR THE UNION


Blain Rogozinski, President

FOR THE CITY OF NEW BRITAIN


Christopher Chute, Chief of Police

