

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW BRITAIN**  
**AND**  
**LOCAL 1186 AMERICAN FEDERATION**  
**OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES COUNCIL 4, AFL-CIO**



**New Britain, CT**

**AGREEMENT PERIOD**  
**JULY 1, 2016 TO JUNE 30, 2020**



|  |    |
|--|----|
| ARTICLE I - UNION RECOGNITION .....  | 1  |
| ARTICLE II - THE RIGHTS OF THE CITY .....  | 2  |
| ARTICLE III - UNION SECURITY .....   | 2  |
| ARTICLE IV – SENIORITY .....   | 3  |
| ARTICLE V - LAYOFF RECALL, TRANSFER AND<br>VOLUNTARY DEMOTION .....                | 5  |
| ARTICLE VI - HOURS OF WORK .....   | 8  |
| ARTICLE VII - LEAVE PROVISIONS .....   | 18 |
| ARTICLE VIII – VACATIONS .....   | 22 |
| ARTICLE IX - DISCIPLINARY PROCEDURE .....  | 23 |
| ARTICLE X – HOLIDAYS .....   | 24 |
| ARTICLE XI – WAGES / LONGEVITY .....   | 25 |
| ARTICLE XII - INSURANCE .....  | 27 |
| ARTICLE XIII - SAFETY AND HEALTH .....   | 33 |
| ARTICLE XIV - GRIEVANCE PROCEDURE AND ARBITRATION .....                            | 34 |
| ARTICLE XV - COMPLETE AGREEMENT .....  | 37 |
| ARTICLE XVI - NON-DISCRIMINATION .....   | 37 |
| ARTICLE XVII - PAST PRACTICE .....   | 37 |
| ARTICLE XVIII – RESIDENCY .....  | 37 |
| ARTICLE XIX -DEPARTMENT OF MUNICIPAL DEVELOPMENT<br>& SENIOR CITIZENS CENTER ..... | 37 |
| ARTICLE XX - LABOR MANAGEMENT COMMITTEE .....                                      | 38 |
| ARTICLE XXI - DURATION AND RENEWAL .....   | 39 |

|   |     |
|---|-----|
| SIGNATURE SHEET .....   | 40  |
| APPENDIX A - DEPARTMENT LISTING .....                         | 41  |
| APPENDIX B - EXCLUDED JOB CLASSIFICATIONS .....               | 43  |
| APPENDIX C - PAY PLAN.....                                    | 45  |
| APPENDIX D – HEALTH/DENTAL INSURANCE PLAN SUMMARY .....       | 65  |
| APPENDIX E – SICK LEAVE POOL .....                            | 93  |
| APPENDIX F – MOU SIGNED ON OCTOBER 28, 2013.....              | 95  |
| APPENDIX G – AMENDMENT TO MOU SIGNED ON DECEMBER 6, 2013..... | 103 |
| APPENDIX H – AMENDMENT TO AMENDMENT TO MOU.....               | 105 |
| APPENDIX I – CLERICAL UPGRADES.....                           | 107 |
| APPENDIX J – MOU GOLF MAINTAINER.....                         | 109 |
| APPENDIX K – MECHANIC MOU.....                                | 113 |
| MOU - GOLF COURSE .....                                       | 115 |
| MOU – PARKING DUTIES .....                                    | 117 |

AGREEMENT BETWEEN  
THE CITY OF NEW BRITAIN AND  
LOCAL 1186, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 4, AFL-CIO

This agreement is entered into by and between the City of New Britain (hereinafter referred to as the "City"), and Local 1186 of Council 4, of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter referred to as the "Union"). It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the city to the public.

**ARTICLE I - UNION RECOGNITION**

- 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, salaries, hours of employment and other conditions of employment for all employees in classifications listed in the compensation plan appended hereto, and any and all employees paid from funds obtained by the City from federal, state or other sources, with the exception of those covered by the job classifications listed in Appendix B of this Agreement, and with the further exception of all uniformed and investigatory employees of the Fire and Police Departments.
- 1.1 No job classification included in the bargaining unit under Section 1.0 above shall be reclassified outside the unit as defined above during the life of this Agreement without mutual consent of the parties.
- 1.2 If the City shall create any new position during the life of this Agreement, it will meet with the Union in an attempt to arrive at a mutual determination as to inclusion or exclusion from the bargaining unit. In the event they are unable to agree, the City at its option may rescind the creation of the position or refer the matter to the State Labor Relations Board for determination under Section 7-471 (2) of the General Statutes in which event, the City's option to rescind will no longer be effective.

If the position is determined to be within the scope of the bargaining unit, the City and the Union must agree on proper pay grade or use the services of the State Board of Mediation and Arbitration as stated above.

- 1.3 The City of New Britain shall furnish to the Union Secretary upon request, a list of new employees showing:

|                                   |             |
|-----------------------------------|-------------|
| Date of Hire                      | Department  |
| Name of Employee                  | Position    |
| Address of Employee               | Rate of Pay |
| Employee's Social Security Number |             |

- 1.4 The term “employee” as used in this Agreement shall not include temporary or seasonal personnel. Temporary or seasonal personnel are those employed for not more than 180 calendar days within a calendar year, except as noted below. The Union shall be notified of the hiring of any temporary or seasonal personnel.

Seasonal personnel assigned to the Golf Course may be extended beyond the 180-day limit, up to the maximum number of days the course is open to the public. Seasonal employees will not be used in lieu of the full-time employees currently assigned to the Golf Course.

Seasonal employees in the Parks and Cemeteries may work from April 1 of each year to Thanksgiving Day. Effective March 1, 2014, seasonal employees in the Department of Public Works may be employed from March 1<sup>st</sup> through the 1<sup>st</sup> Friday in December each year.

Temporary employees hired to fill a vacant bargaining unit position may be extended beyond the 180-day limit if the City is actively taking steps to fill the position.

## **ARTICLE II - THE RIGHTS OF THE CITY**

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

## **ARTICLE III - UNION SECURITY**

- 3.0 The City agrees to deduct an initiation fee, weekly dues, or service fees as specified by the Secretary of the Union from the wages of all city employees covered by this Agreement, provided, however, that the City has been duly authorized by the employees to make such deduction.
- 3.1 All employees in the collective bargaining unit who are presently members of the Union and who do not remain Union members in good standing in accordance with the provisions of the International Constitution shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All employees in the collective bargaining unit who are not and who do not become and remain Union members in good standing in accordance with the provisions of the International Constitution shall, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members. All employees hired into a collective bargaining unit position shall, upon completion of thirty (30)

calendar days of employment, become and remain union members in good standing in accordance with the provisions of the International Constitution or, as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members.

- 3.2 The total amount of dues deducted for any week shall be remitted to the Financial Officer of the Union no later than the following week.
- 3.3 The weekly remittance of dues or service fees to the Union will be accompanied by a list of names of employees from whose wages, dues or service fee deductions have been made.
- 3.4 The City agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operations of the City during the life of this Agreement.
- 3.5 The City agrees to deduct from the weekly pay of bargaining unit members who authorize such deductions from their wages, such amounts as each individual employee wishes to contribute to the National People Committee of AFSCME. It is understood that such contributions are voluntary and are not required as a condition of employment. The Union shall provide to the City authorization for payroll deductions signed by the employee, with the weekly deduction amount clearly indicated. The City agrees that the total amount deducted, along with a list of names of contributors and individual contributions, shall be forwarded to Local 1186 on a monthly basis. Checks for such amounts shall be made payable to the National People Committee.
- 3.6 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 payroll deduction provisions of this Article.

#### **ARTICLE IV - SENIORITY**

- 4.0 Seniority is defined as the length of service of the employee in the bargaining unit from the last date of employment by the City. Employees who were employed under EEA or CETA and who had no break in full time service prior to entering City service, shall have such EEA or CETA time credited for the purpose of seniority, longevity and vacation entitlement. Service as a temporary full-time or temporary part-time employee does not count towards seniority.
- 4.1 The City will maintain a seniority list for all departments which shall be revised as of January 1st of each year and a copy furnished to the Union no later than February 1st. Any claims for correction of such list must be submitted to the Personnel Director in writing by the Union within thirty (30) days of its receipt of the seniority list. The Personnel Director shall respond within thirty (30) days of such notification by the Union. If no agreement is reached the Union may file a grievance within thirty (30) days.

- 4.2 (A) No employee shall attain seniority rights under this Agreement until the employee has worked twelve (12) months in the Department for which employed. During such period the employee shall be subject to all other clauses of this Agreement but shall be on probation and may be discharged by the City for any reason and without recourse to the grievance and arbitration provision of this Agreement by either the Union or the employee. Upon completion of the probationary period, the employee's seniority shall date back to the time the employee started work with the City. The probationary period may be extended upon the recommendation of the Department Head or designee and with the approval of the Personnel Director and the Union, providing such recommendation is made at least two (2) weeks prior to the expiration of the initial probationary period.
- (B) At any time during the initial probationary period, the Department Head or designee may recommend in writing to the Personnel Director the removal of an employee, if in his/her opinion, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that his/her habits and dependability do not merit his/her continuance in the service. Such recommendation of the Department Head or designee and the reasons therefore shall be in writing to the Personnel Director with a copy to the employee and to the Union if it requests it. No employee shall be removed from a position during his/her probationary period without the approval of the Personnel Director. The employee, if removed, shall not have any right to be restored to the eligibility list from which he/she was appointed
- 4.3 (A) Examinations shall be open to bargaining unit employees who have completed their initial probationary period and meet the established qualification standards as stated in the respective job descriptions.
- (B) The probationary period for promotional appointments is six (6) months. During the probationary period, an employee shall receive a written evaluation at the end of two (2) months and at the end of four (4) months. Such evaluations shall indicate to the employee the areas where performance has been satisfactory and those where improvements are needed. In the latter case, the improvements required shall be clearly indicated. A supervisor familiar with the employee's job performance and work habits shall complete evaluations. The evaluating supervisor with or without the Department Head or designee shall meet with the employee to review each evaluation. An employee who fails to pass the probationary period in the judgment of the Department Head or designee shall be reinstated to the position occupied immediately prior to his/her promotion. In the event an evaluation is not completed at the times specified above, the employee's performance shall be considered to have been satisfactory. The employee may be removed at any time during the probationary period for failure to meet the performance standards of the position.

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

(C) A position may be filled on an acting basis for a period not to exceed six months. This provision shall apply to any bargaining unit vacancy occurring after the signing of this agreement. Any acting position beyond six months must be agreed to by the City and the Union. Employees who are on their initial probation shall not be eligible to serve in an acting capacity until their initial probation has been completed unless no non-probationary employee is willing to accept the position.

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

(A) Termination of employment by voluntary resignation or discharge for just cause.

(B) Failure to respond within seven (7) working days after having been notified to return to work pursuant to notice of recall given to a laid-off employee; Notice of recall shall be sent by certified mail with return receipt requested and shall be sent to the employee's last known address.

(C) Failure to return to work at the expiration of a leave of absence.

(D) Refusal to accept recall from layoff when the classification and pay grade are the same as those held by the employee at the time of layoff. An employee shall be allowed one refusal of recall to any position rated lower than the position held at the time of layoff.

(E) Remaining on the recall list for more than twenty-four (24) consecutive months.

An employee who is promoted outside the bargaining unit shall lose his/her seniority benefits for the purpose of layoff, promotion and vacation selection unless such employee returns to a bargaining unit position within six (6) months of the promotion.

## **ARTICLE V - LAYOFF RECALL, TRANSFER AND VOLUNTARY DEMOTION**

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

(A) Involuntary, non-discipline termination of an employee because of lack of work, elimination of a position, or the elimination of an activity.

(B) Reduction of an employee's hours of work, below the established workweek for the classification.

(C) Demotion of an employee unrelated to any disciplinary action or performance evaluation made in lieu of (A) or (B) above.

5.1 The City shall notify the Union and the employee at least two (2) weeks in advance of any layoff of a permanent employee.

5.2 Layoffs shall take place within a Department or Division as identified in Appendix A. Layoffs of field personnel shall be within department with the least senior employee being laid off first. Layoffs of clerical personnel shall be within department with the least senior employee being laid off first. For either field or clerical personnel the order of layoff shall be as follows

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

- 5.3 (A) **BUMPING:** In lieu of layoff, an employee may elect to bump into a lower class within the Department or Division in which the employee works, providing the employee previously had permanent status in such lower class or has the minimum qualifications of the classification as determined by the Personnel Director and providing the employee to be replaced has less seniority.

An employee electing the option to bump must submit his/her request in writing to the Department Head or designee and the Personnel Director within five (5) working days of receipt of notice of layoff. Upon a decision to bump, the Department Head or designee shall reassign the employee to the lower classification if the employee meets the requirements as set forth above.

- (B) **BUMPING CITY-WIDE:** In the event an employee scheduled to be laid off does not qualify to bump into a lower class within his/her Department or Division, the employee may elect to bump outside his/her Department or Division. In order to exercise such option the employee must submit his/her request in writing to the Personnel Director within the five (5) day period cited in (A) above. Upon receipt of such notice, the Personnel Director shall assign the employee to the position held by the least senior employee in the City who is in the same or lower class in which he or she meets the minimum qualifications outlined in the job description as determined by the Personnel Director.

- 5.4 Any employee who is laid off, involuntarily demoted (bumped) or had his/her hours of work reduced in accordance with Section 5.0 of this Article shall have his/her name placed on a reemployment list(s). An employee shall be entitled to specify placement on the reemployment list(s) for any and all classifications in which he/she held permanent status. The names of employees shall be arranged on the reemployment list in order of seniority and shall remain thereon for a period of two (2) years.

- 5.5 Any individual recalled under the provisions of this Article shall not suffer any loss of rights, privileges or benefits.

- 5.6 Employees on a reemployment list shall be rehired, reclassified to their former positions or reinstated to their former work week in accordance with their seniority and there shall be no appointments to such positions from outside the bargaining unit until employees on such reemployment list have been restored to their original status.

- 5.7 An employee appointed from a reemployment list to a position in his/her former classification shall be paid at the same pay step as held when he/she was reduced in status or laid off.
- 5.8 In the event an employee is recalled into a lower classification, or assigned to a lower classification in lieu of layoff, such employee shall be paid at the pay step in the lower classification which is closest to but not more than his/her previous step.
- 5.9 The following Union Representatives who are employees shall have top seniority during their terms of office to be applied to all cases of a decrease in a working force: President, (8) Vice Presidents, Treasurer, Secretary, (6) Trustees, Sergeant at Arms, Departmental Stewards (not more than one (1) per Department per shift nor in any event more than an average of one (1) Steward per fifty (50) employees or major fraction thereof in the bargaining unit). In the event of Union restructure, no more than three (3) additional officials may be included by the Union for purposes of this section.
- 5.10 Prior to filling a position from an open competitive list, the City shall post that such position is available to bargaining unit members in an equivalent class and grade. An eligible employee who desires to transfer to such position must file a transfer request with the Personnel Director. A transfer may be effected upon acceptance by the Department Head or designee in which the vacancy exists and approval of the Personnel Director. No person shall be transferred to a position for which he/she does not possess the minimum qualifications.

When an employee is transferred from one department to another, the employee shall retain seniority in the department from which transferred and shall be considered a probationary employee in the second department until the employee has worked sixty (60) days therein. At the end of the probationary period, seniority shall be transferred to the new department. If an employee in a position filled by transfer is removed during the probationary period, he/she shall be reinstated in a position in the classification occupied by the employee immediately prior to the transfer. If no vacancy in that class exists at the time, then the provision governing layoff shall be applied.

- 5.11 Employee requests for a voluntary demotion to a vacant position in a lower job classification for which they are qualified shall be subject to the approval of the Department Head(s) or designee affected and the Personnel Director. If more than one department is involved, agreement must be obtained from both Department Heads or designee in addition to the Personnel Director. Notice of the action taken by the Department Head or designee shall be given promptly to the employee. Denial of a voluntary demotion shall not be subject to the grievance procedure unless such voluntary demotion is requested for health reasons which are substantiated by medical documentation to the satisfaction of the City. The City reserves the right to question the employee's Doctor and to send the employee to a Doctor of its choice.

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

5.12 The City of New Britain reserves the right to transfer an employee to any department or division within his or her classification.

5.13 Effective July 1, 2017, the minimum staffing for field positions shall be 112. The 112 shall include employees from Stanley Golf Course, Fairview Cemetery, Fleet and Parks Mechanics, Building Maintainers, Property Management security guards, parking attendants and custodians, Filtration Plant, Utility Staff and staff of the Parks, Streets, Sanitation and Sewer Division and all other 1186 field personnel.

## **ARTICLE VI - HOURS OF WORK OVERTIME AND HOLIDAY PREMIUM PAY**

6.0 (A) The regular work week and work day for City Hall offices, clerical workers in the Police Department, and other administrative and clerical employees shall be seven and one-quarter (1/4) working hours a day (8:15 A.M. to 4:00 P.M. with one-half (1/2) hour for lunch) five (5) consecutive days a week, Monday through Friday.

(B) Any employee who works the above schedule will be entitled to one thirty (30) minute break each day to be taken in the morning or afternoon with the approval of the supervisor.

(C) If the City so decides, the Town Clerk, and Revenue Division which includes Tax, City Assessor, Parking Tickets and Water and Sewer Billing and Collection will work either one or all of the following work schedules, Monday through Friday:

8:15A.M. to 4:00 P.M.

8:45 A.M. to 4:30 P.M.

9:15 A.M. to 5:00 P.M.

Such working schedules will be subject to the following provisions:

1. The alternate working hours schedule will be operative for a two-year period.
2. An employee's selection of a working schedule will be binding for two months except in the case of an emergency.
3. If there are no volunteers for the above working schedules, the City has the right to assign the least senior qualified employees to such shifts.

4. If more requests for specific work schedules are received than can be accommodated, preference will be given on the basis of departmental seniority.
5. The City may, upon two weeks' notice, except in an emergency where no notice is required, discontinue the above working schedules. If this occurs, the normal working schedule will be implemented.
6. A review and any necessary modifications may be made after six (6) months, or at other times deemed practicable by the City and the Union.

In addition to the above, the City, if it decides to do so, may offer the employees in the above three departments, the opportunity to work extended working hours to 7:00 P.M. on Thursday evenings as it deems practicable. Employees shall only work such hours on a voluntary basis. If such hours are worked, the employee(s) will have the option to report to work on Thursdays at 11:15 A.M. (assuming a 4:00 P.M. work-ending shift) or leave work at 1:00 P.M. on Friday. If neither option is made available to the employee, he/she shall receive compensatory time as provided for in Section 6.1.C. Employees who volunteer for such Thursday working schedule must be able to provide the necessary services to the public as determined by the Department Head or designee.

6.1 For all other employees covered under this Agreement, the regular workweek and workday shall be as follows:

A. Cemetery - Five (5) days, forty (40) hours per week, eight (8) hours per day 7:00 A.M. to 3:00 P.M. Break schedule will be; 20 minute AM break, 18 minute paid lunch, 20 minute PM break. Employees hired prior to January 1, 1975 shall work Monday through Friday, employees hired after January 1, 1975 may be scheduled to work Tuesday through Saturday

B. At the following City Facilities:

|                  |                   |  |
|------------------|-------------------|--|
| Badolato Garage: | Watchperson       | 8 a.m. - 5 p.m. (1 hour lunch)         |
| Szczesny Garage: | Watchperson       | 7 am. - 4 p.m. (1 hour lunch)          |
|                  | Cashier Clerk # 1 | 7:30 a.m. - 4 p.m. ( 1/2 hour lunch)   |
|                  | Cashier Clerk # 2 | 9 a.m.-5:30p.m.(1/2 hr lunch)          |
| Government Ctr:  | Watchperson # 1   | 7 a.m. - 3:30 p.m. ( 1/2 hour lunch)   |
|                  | Watchperson # 2   | 10:30 a.m. - 7 p.m. ( 1/2 hour lunch)  |
|                  | Cashier # 1       | 8 am. - 4:30 p.m. ( 1/2 hour lunch)    |
|                  | Cashier # 2       | 9 a.m. - 5:30 p.m. (1/2 hour lunch)    |
|                  | Cashier # 3       | 10 a.m. - 6:30 p.m. ( 1/2 hour lunch)  |
| Government Ctr:  | Laborer           | 6:00 am. - 2:30 p.m. ( 1/2 hour lunch) |

|               |                              |  |
|---------------|------------------------------|--|
| Police Dept.: | Custodian #1                 | 6 a.m. – 2:30 p.m. ( 1/2 hour lunch)                                     |
|               | Custodian #2                 | 7 a.m. – 3:30 p.m. ( 1/2 hour lunch)                                     |
|               | Custodian #3                 | 3 p.m. – 11:30 p.m. ( 1/2 hour lunch)                                    |
| City Hall     | Custodian 1                  | 6 a.m. – 2:30 p.m. ( 1/2 hour lunch)                                     |
|               | Custodian 1                  | 4 p.m. – Midnight, Monday – Thursday,<br>3 p.m. – 11 p.m., Friday        |
|               | Custodian -Foreperson        | 3 p.m. – 11 p.m., Monday – Friday<br>2 p.m. – 10 p.m. on as needed basis |
|               | Watchperson                  | 4 p.m. – Midnight, Monday – Thursday,<br>3p.m. – 11 p.m., Friday         |
|               | Carpenter Foreperson,<br>CHC | 7:30 a.m. - 4 p.m. ( 1/2 hour lunch)                                     |
|               | Laborer                      | 7:30 a.m. - 4 p.m. ( 1/2 hour lunch)                                     |
|               | Clerical                     | 8:15 a.m. – 4:00 p.m. ( 1/2 hour lunch)                                  |

- C. Public Works Department Field Operations (excluding Golf Course and Cemetery), Fleet and Facilities Management and Utility Division - Five (5) days, forty (40) hours per week, eight (8) hours per day, Monday through Friday. Employees shall work from 7:00 A.M. to 3:00 P.M. Break schedule will be; 20 minute AM break, 18 minute paid lunch, 20 minute PM break.
- D. Golf Course - Five (5) days, forty (40) hours per week, eight (8) hours per day, Employees shall work from 7:00 a.m. to 3:00 p.m. The Golf Course will keeps its break schedule
- E. Water Department:

Employees of the Water Treatment Plant Division will maintain the normal hours of work.

Filtration Plant Operators work 3 shifts;

8 a.m. - 4 p.m.

4 p.m. - 12:00 midnight

12:00 midnight - 8 a.m.

For Clerical and administrative employees in the Filter Plant work hours are 8: 15 am. - 4:00 p.m., Monday - Friday.

- F. Civilian employees of the Police Department - Five (5) days, thirty-six and one quarter (36.25) hours per week, seven and one quarter (7.25) hours per day, Monday through Friday, 8:15 a.m. – 4:00 p.m. with a 30 – minute unpaid lunch. With the

approval of the Department Head or designee, work force may change the lunch period to meet circumstances.

G. Senior Citizens Center:

Office staff work 8: 15 am. - 4 p.m., Monday - Friday.

Travel and Trip Coordinator works a 36.25 hour week.

Senior Center Building and Grounds Maintainer works a flexible schedule within the two schedules below:

7 a.m. - 3:30 p.m.

12 Noon - 8:30 p.m.

(40 hours per week).

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

6.2

I. GENERAL

The Department of Public Works is solely responsible for snow/ice removal operations on all city streets, parks, and parks maintained sidewalks and roads and this work is considered shared overtime among the Field Services, Utility, and Fleet Divisions of Public Works, and the conditions of this amendment pertain to only the members of Public Works employees who are eligible for Public Works' Winter Storm Operations.

II. STAFFING FOR WINTER STORM OPERATIONS WORK ASSIGNMENTS

- A. Winter Storm Operations shall be offered and tracked separately from regular overtime. For overtime equity associated with Public Works Winter Storm Operations the following shall apply:

- 1) Unless otherwise noted, all Local 1186 job classifications in the Public Works Department that have a CDL requirement are eligible to sign up for a "Snow Priority List" for the general work assignments associated with Winter Storm Operations by October 15th each year. Employees that sign up for the "Snow Priority List" will have first priority for call-ins and scheduled overtime. For overtime equity purposes employees on the "Snow Priority List" shall be equalized among each other. The following job positions are not eligible to sign up for the "Snow Priority List":

- a) Local 1186 Public Works Supervisors
- b) Local 1186 Fleet Division employees and Facility Division employees (if applicable)

- c) Local 1186 Water Caretakers
  - d) Local 1186 Job classifications associated with the operation of the Water Treatment Plant
- 2) General Foremen supervisory responsibilities for Winter Storm Operations shall be assigned based on job classification, with the exception that Winter Storm Operations on dead end roads, complaint response, and major park roads shall be considered shared work between the Public Works and Parks General Foremen job classifications.
  - 3) Foremen “chaser” supervisory responsibilities for Winter Storm Operations shall be considered shared work between Public Works Foreperson job classification and Field Services Division Supervisors (excluding General Foremen). Overtime hours associated with “chaser” responsibilities shall be tracked on a Snow Overtime Equity List.
  - 4) Local 1186 Supervisors from Public Works Utility Division shall serve as back-up supervisors for both the Public Works Winter Snow Operations.
  - 5) All Local 1186 Public Works Fleet Division employees shall be pooled for the Fleet Management duties related to Winter Snow Operations, and snow overtime shall be distributed and snow overtime equity shall be achieved accordingly. Related to this, a minimum of one (1) fleet mechanic shall be called in for half snow shifts, and a minimum of two (2) fleet mechanics shall be called in for full snow shifts.
  - 6) All Public Works employees that hold a valid Class A or B CDL license are eligible to perform other Winter Storm Operations related work assignments as back-ups to the employees on the “Snow Priority List”. Back-up assignments will be assigned from the lowest eligible job classification to the highest job classification.
  - 7) The City reserves the right to skip employees (ex. Supervisors, Fleet Employees) when filling “back-ups” to staff Winter Storm Operations in situations where they may be needed for their primary duty on a following shift.
  - 8) Employees that sign up for the “Snow Priority List” and get four (4) or more refusals in two (2) consecutive winter seasons shall not be eligible for the “Snow Priority List” the following Snow Equity Year.

### III. SHIFTS FOR WINTER STORM OPERATIONS WORK ASSIGNMENTS

- A. Work assignments for Winter Storm Operations shall be staffed based on alternating shifts. The first and last shift of a Winter Storm Operations may last up to 18-hours with middle shifts (if needed) lasting 12-hours. Shift changes will be scheduled at noon and midnight.
- B. Work assignments for supervisors and fleet employees for each shift of a Winter Storm Operations shall be staffed independently.

- C. General work assignments for each shift of a Winter Storm Operations shall be offered in the following order:
  - 1) Public Works employees on the “Snow Priority List” until exhausted
  - 2) Public Works employees on the “Snow Priority List” already working a current shift
  - 3) Public Works “Back-up” employees
  - 4) Public Works employees that have struck-out based on refusals
- D. Employees called in to work prior to establishment of a snow shift shall be guaranteed a minimum of four (4.0) hours call in time or hours worked, whichever is greater.
- E. Employees working Winter Snow Operations for longer duration storms (lasting longer than twelve (12) hours) shall be provided a meal allowance. The meal allowance shall involve an employee being given an additional \$12 per each continuous eight (8) hours of Winter Snow Operations worked. Any meal allowances paid will be added to an employee’s pay check.
- F. When City-wide Winter Snow Operations are ongoing Public Works employees that are assigned to the current shift shall be compensated at time and a half (1.5) for their hours worked. Employees that are called in to perform Winter Storm Operations work in relief of an on-shift employee shall be compensated at time and one half (1.5) for their relief hours worked. This shall apply to employees working in relief of an on-shift employee during their four (4) hour rest period, in relief of employees that need to leave a shift for a sickness or emergency, in relief of utility workers that had to leave a shift to respond to a utility emergency, and/or other similar circumstances.
- G. For Winter Storm Operations that last 6-hours or more, and that concludes either at the beginning of, or during a regular work day, employees that worked the final shift of the storm operation shall be allowed work until the end of their normal work day at time and one-half (1.5) or work until noon of that work day and leave without needing to use earned time. Overtime hours not worked shall be charged for employees that elect to leave at noon.
- H. Public Works employees not working a current shift are eligible to do snow plowing, snow blowing, hand work, and other related work during regular work hours.
- I. During Winter Storm Operations employees will be allowed one 30-minute break & two 15-minute breaks per eight (8) continuous hours worked.
- J. Employees working a Winter Storm Operation will be given a 4-hour rest period at the completion of 18 hours of duty, or earlier at the City’s discretion, provided that the completion of the Winter Storm Operation does not occur within that time frame. The City maintains the option of either staggering 4-hour paid rest periods or scheduling them together, and shall make efforts to schedule rest periods during night-time hours. The start of the 18-hours of duty shall be measured from the beginning of that employees’ work hours or the end of that employees’ previous rest period.

- K. Employees are required to stay on City premises, or at an agreed to location, during 4-hour paid rest periods unless otherwise approved by the Public Works Supervisor in-charge of the Snow Operation. Cots will be provided for employees during the 4-hour rest period. Additionally, shower facilities will be provided for Winter Storm Operations lasting longer than 24 hours for employees working double shifts.
- L. All classifications of City employees involved in Winter Storm Operations are required to remain working until their shift is completed unless otherwise approved by the Public Works Supervisor in-charge of the Snow Operation.
- M. In cases where an employee has worked an overtime work assignment prior to the regular work day and/or the Snow Operation, and where the employee would be due a 4-hour rest period during their shift the employee is required to let the supervisor filling the snow shift know this prior to accepting the Snow overtime assignment. In these cases if the Supervisor does not use this employee for the shift they will not be charged the hours or charged a refusal.
- N. During Winter Storm Operations the City shall make a good faith effort to call in City employees prior to outside contractors, and in general, contractors shall only be used in emergency situations.
- O. The provisions for double time and holiday pay will remain as stated in the current Agreement in Article VI, Section 6.3(B).

#### IV. OVERTIME EQUITY AND REFUSALS FOR WINTER STORM OPERATIONS

- A. Overtime equity for Winter Snow Operation shall be tracked and equalized per winter season;
- B. Each employee is required to supply the City phone numbers (up to 2) that the City will use to call in that employee for Winter Storm Operations. A refusal occurs:
  - 1) If an employee fails to answer the call from the Public Works supervisor filling staff for a Public Works Snow Operation with the following exceptions:
    - a) If the individual is on Active Duty for Military Training; or
    - b) If the individual was scheduled for a subsequent shift and did not anticipate being called, provided, however, the City fills the shift.
  - 2) The individual claims an illness and then reports to their next regularly scheduled shift.
  - 3) The individual refuses to report to work or states they are not available to work.

- C. All Snow Operations overtime hours offered or worked shall be charged to an employees' applicable equity list.
- D. An on-shift employee that is offered, but does not accept, work for the next shift of a Winter Storm Operations shall have these hours charged as not available, but shall not be charged a refusal.
- E. An employee that cannot work a Snow Operation overtime assignment due to a medical issue or an illness that prevented them from working this overtime assignment shall not be charged a refusal provided they can provide a doctor's note or adequate documentation within seven (7) calendar days.
- F. An employee on bereavement leave in accordance with the language in the Local 1186 Agreement shall not be charged a refusal.
- G. An employee that cannot accept a snow shift because they are either scheduled for or are already working a regular overtime assignment shall be charged for the hours missed, but shall not be charged a refusal.
- H. Supervisors eligible for Winter Storm Operations, Fleet Division employees, and employees on the "Snow Priority List" that complete the entire winter season with less than 4 refusals shall be awarded one (1) personal day on May 1st of the applicable calendar year. This personal day is required to be used within 6 months of the day it was earned.
- I. Employees with 4 or more refusals shall not be eligible for Winter Snow Operations overtime equity and any future call-ins for these employees shall be at the discretion of the City. Employees with four (4) or more refusals shall typically be offered snow overtime prior to calling in outside contractors except in cases of emergency where the health and safety of the public is a major factor.
- J. Employees shall receive (2) passes per winter season from being charged a refusal for time they are on a pre-approved vacation. Each pass shall apply to vacation approvals of between 1 and 7 calendar days approved in writing.
- K. Winter Storm Operations overtime equity shall be considered achieved for an employee if an employee's hours are within 10% of the average overtime equity amount for all the employees on their equity list at the end of the overtime equity year which shall be between October 15<sup>th</sup> and May 1<sup>st</sup>.
- L. Winter Storm Operations "Back-up" work shall be offered from the lowest to the highest eligible job classification, and shall be tracked, but is not eligible for overtime equity unless otherwise noted.
- M. Winter Storm Operations "Back-up" work by Supervisors and Fleet Employees shall be tracked on these employees Overtime Equity Lists. Supervisors and Fleet Employees shall not be charged refusals for "Back-up" assignments they do not accept.

- N. If the City cannot fill its Winter Storm Operations to full staffing levels through a voluntary process, participation for Winter Storm Operations shall be mandatory and shifts shall be filled based on lowest to highest seniority. In cases where an employee has already refused this shift and is then required to work the refusal shall be removed. Cases of hardship will be considered if it is necessary to fill snow shifts utilizing this provision.
- O. To better equalize the benefit of double time versus time and a half overtime assignments, all overtime equity shall be tracked based on overtime hours paid, and not on overtime hours worked.
- P. Snow Equity Lists for all Public Works employees shall be revised after every storm and the list shall be conveniently posted as soon as possible.

The City and the Union will continue to keep the lines of communication open as it pertains to Winter Storm Operations to help ensure successful operations for all parties involved.

6.3 (A) Time and one-half shall be paid as follows:

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

(B) Double time shall be paid as follows:

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

(C) Employees may opt to receive compensatory time off in lieu of cash payment. The city has the option to elect compensatory time off for anyone (1) overtime opportunity worked by each employee in each month at the applicable rate.

- 1. Requests for compensatory time off shall be processed in the same manner as vacation leave.
- 2. Compensatory time shall be taken within one (1) year from the date earned unless approved by the employee's Department Head or designee.
- 3. Employees shall be allowed to accrue no more than forty (40) hours of compensatory time per fiscal year unless otherwise approved by the Department Director or his/her designee.

4. Compensatory time shall be taken in half hour increments. Compensatory time shall not be used for tardiness.
- (D) Any employee who refuses to report for a scheduled overtime assignment on five (5) occasions during the overtime equalization year will not be eligible for overtime equity for the remainder of that year. In addition, any future call-in will be subject to the discretion of the City. Scheduled overtime is defined as an overtime assignment made at least seventy two (72) hours in advance.
- 6.4
- (A) Full-time permanent employees within a department shall be given preference on all overtime assignments.
  - (B) Overtime work for all employees of the department shall be assigned as set forth in the Memorandum of Understanding which was signed by the Union and City on October 28, 2013 and the Amendment to that Memorandum of Understanding which was signed by the Union and City on December 6, 2013 both documents which are attached hereto as Appendix F and G and incorporated herein by reference.
  - (C) The Union shall be given upon request, a list of all overtime hours, rates paid to each employee as of October 1<sup>st</sup> and April 1<sup>st</sup>.
  - (D) Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.
  - (E)
    - (1) An employee called in to work outside regularly scheduled working hours shall be guaranteed a minimum of four (4) hours pay at one and one-half (1-1/2) times or double time, whichever is applicable. The minimum four (4) hours shall be for each call-in event and the change of the day shall not break the continuity of the four (4) hour minimum.
    - (2) Whenever overtime of two (2) hours or less prior to the start of a regular work day is scheduled at least seventy-two (72) hours in advance, the employee shall be guaranteed a minimum of two (2) hours at the double time rate. If such overtime is scheduled on a weekend or holiday, or with less than seventy-two (72) hours' notice, the provisions of (1) above shall apply.
    - (3) When overtime is requested of an employee, which overtime shall extend the normal end of an employee's shift and said employee elects with the supervisor's approval to perform said overtime prior to the start of said employee's normal shift, said employee shall be paid for the actual time worked prior to said shift at time and one-half of said employee's normal hourly rate.
    - (4) An employee who is scheduled to attend a meeting of a City board, commission or committee outside of his/her work hours shall be

guaranteed a minimum of two (2) hours at the time and one half rate or hours worked at the time and one half rate whichever is greater.

- (F) An employee working a workweek other than the basic Monday through Friday workweek shall be given preference by seniority to transfer to the regular workweek provided a vacancy exists in the same classification.
- (G) If the City decides to create shifts other than those already established by the Agreement, the following procedures will take place:
  1. Current full-time bargaining unit employees shall first be asked to volunteer to move to a shift other than the one they are currently assigned. The city agrees that there will be no mandatory transfers of present employees who are on the payroll as of July 1, 1999 to either the second or third shift.
  2. The City shall reserve the right to assign permanent bargaining unit employees hired after 7/1/99 to either the 2nd or 3rd shift.

## ARTICLE VII - LEAVE PROVISIONS

- 7.0 (A) Each employee hired on or before September 25, 1996 shall receive leave of absence with full pay for sickness at the rate of one and one-fourth (1 1/4) days a month, cumulative to a maximum of two hundred and fifty (250) working days. Upon written request, each employee shall be notified of accumulated sick leave by letter during the month of January of each year.
- (B) Each employee hired after September 25, 1996 shall receive leave of absence with full pay for sickness at the rate of one (1) day a month, cumulative to a maximum of one hundred and fifty (150) days. Employees will receive no compensation for unused sick leave upon separation from service.
- (C) Personal leave days will be granted to each employee based on the number of annual sick days used at the end of each fiscal year (June 30) according to the schedule below. Personal days must be used one (1) year from the date earned and normally shall be scheduled at least twenty-four(24) hours in advance with the employee's Department Head or designee but this shall not preclude the Department Head or designee from granting such time off with lesser notice. An employee who is at the maximum sick leave accumulation will earn personal leave days in the same manner as other employees although such days may not be credited to the maximum sick leave accumulation.

| <u>Number of Sick Days Used</u> | <u>Number of Personal Days Earned</u> |
|---------------------------------|---------------------------------------|
| 0                               | 6                                     |
| 1/4 to 4                        | 5                                     |

- (D) Employees hired after July 1 in any fiscal year may earn two (2) personal

leave days to be used in the following fiscal year, provided they have worked more than six (6) months and have perfect attendance in the fiscal year in which they were hired.

- (E) The City reserves the right to propose an alternative to the present sick leave program (i.e., a short term and/or long term disability program). Such proposal, however, shall be subject to full negotiations with the Union and may not be implemented unilaterally by the City. Any such agreed upon change shall be subject to ratification by Union members.
  - (F) Employees while out on sick leave shall not work for any other employer during work hours
- 7.1
- (A) Paid sick leave for any day will be allowed only if an employee reports such absence to the immediate supervisor or authorized agent prior to the start of the shift, or as soon thereafter as possible. Extenuating circumstances will be taken into consideration.
  - (B) An investigation by a non-bargaining unit member shall be made to determine the validity of a sick leave claim including a request for the employee involved to submit a medical certificate to substantiate the illness. In no event shall any claim for sick leave in excess of three (3) consecutive working days be approved without the employee involved submitting such medical certificate to the Department Head or designee.
- 7.2
- (A) In the case of an employee's used sick leave, he or she, if the Department Head or His/her designee so elects, must complete a sick leave usage form stating whether or not medical assistance was required. The form must be signed by the employee.
  - (B) Sick leave in excess of the amount stipulated in this rule may be granted by the respective Department Head or designee with the prior approval of the Personnel Director who shall be presented with a complete statement as to the reason and necessity for such extension, provided however, that a sick leave may be extended beyond the time earned up to a limit of thirty (30) days with pay provided that the employee, upon return to work, pays this back at the rate as follows:
    - (1) Each employee hired on or before September 25, 1996 shall pay this back at the rate of one-half (1/2) day, per month, while the balance of three-fourths (3/4) day may be credited to the employee's account.
    - (2) Each employee hired after September 25, 1996 shall pay this back at the rate of one-half (1/2) day, per month, while the balance of one-half (1/2) day may be credited to the employee's account.
  - (C) Sick leave in excess of the amount earned will not become effective until the employee has exhausted all other time due. All employees shall sign a stipulated agreement for personal liability to reimburse to the City in monies for all time

extended or balance due the City at the time of their leaving the employment of the City.

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

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

- 7.4 For all employees hired on or before September 25, 1996, at the time of employee's retirement or death, he/she or the beneficiary shall receive, on the basis of current wages, full compensation for any unused accumulated sick leave. The payout for eligible employees shall be changed to 20% of the first seventy-five (75) days and 35% of the next one hundred and seventy-five (175) days.

- 7.5 (A) Whenever an employee is absent from work due to an injury or other incapacity resulting from his/her employment with the City, and is entitled to compensation under the Worker's Compensation Act, such absence shall not be charged against the employee's accumulated sick leave for a period not to exceed six (6) consecutive months. During said period, such employee shall be paid wages which together with weekly Worker's Compensation checks do not exceed his/her regular net weekly wage. If an employee is absent for this cause beyond six (6) months, the employee may, at his/her option make up the difference between weekly Worker's Compensation checks and his/her regular net weekly wage through the use of accumulated sick leave to the extent it is available. Such differential will only be permitted for no more than two years. Thereafter, the employee shall receive only his/her Worker's Compensation entitlement.

Net pay shall mean gross base pay less deductions for pension, income tax and FICA, if applicable.

- (B) The City may assign any "light duty" medically able Local 1186 employee who has incurred a work related injury to any work duties which the employee is medically able to perform in any department or job classification at the applicable rate of pay, or his/her former rate, whichever is highest.

- 7.6 Any permanent full time employee in the bargaining unit who is a member of the National Guard or Naval Militia 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 two (2) weeks per fiscal year. The said leave of absence shall be in addition to the annual vacation leave. A statement from military authorities evidencing such attendance shall be required by the City. The statement shall include rank, pay and allowance.
- 7.7 When the serious illness or injury of the employee's immediate family requires the employee's personal attendance to care for such family member, up to five (5) working days per year chargeable to sick leave shall be granted, provided, however, that the employee shall, unless otherwise excused by the Personnel Director, furnish a medical certificate. The Department Head may, upon application and the showing of extenuating circumstances extend the leave which will be charged to sick leave. For purposes of immediate family, it is defined as spouse, parents, grandparents, child, stepchild, brother, sister or a relative domiciled in the household.
- 7.8 (A) Upon written request and with the approval of the Department Head and Personnel Director, a leave of absence for a specified purpose and for a specific period not exceeding one (1) calendar year may be granted to the employee of the City without pay and without loss of seniority. Employees on a leave of absence for other than medical incapacity will be required to pay for their health insurance after the first month of such leave at the group rate if they choose to continue such insurance.
- (B) Unpaid maternity leaves shall be granted for a period of three (3) months. Such leave shall begin at a time determined by the employee's personal physician. In the event the employee is unable to return to work at the end of the maternity leave period for medical reasons, an extension of up to three (3) months shall be granted by the Personnel Director providing the employee's physician provides written justification for the need for such an extension.
- (C) In addition to (A) above, a leave of absence without pay up to a total of ten (10) working days in any fiscal year may be granted by the Department Head to any employee with not less than six (6) months of employment.
- 7.9 Union Officers and/or delegates shall be granted leave with pay not to exceed four hundred (400) hours per fiscal year to conduct union business and to attend officially sponsored meetings, conferences or conventions providing no compensation for loss of time is received by the employees from the Union. Such leave shall only be granted upon prior notification of the Union President to the Department Head and shall be subject to his/her approval. The Department Head shall notify the Personnel Director.
- 7.10 Employee summoned to jury duty will be paid the difference, if any, between the pay for jury service and their regular day's pay, provided that the employee notifies the Department Head at the time of receipt of summons, furnishes proof of jury

service, and any payment received, and reports back to the department for work on any day or portion thereof when the jury is not in session. An employee who volunteers for jury duty will be permitted a leave of absence without pay or to use any accumulated, paid vacation or personal leave days.

- 7.11 No employee will be eligible for sick leave during any period he/she is eligible for and/or collecting Worker's Compensation from an employer other than the City of New Britain.

## ARTICLE VIII- VACATIONS

- 8.0 Employees shall earn vacation credits according to the schedule cited below. Vacation time is credited on a monthly basis (with the exception of Section 8A and B below) and may be taken by the employee as it is earned.

(A) An employee after *six* (6) months but less than one (1) year of continuous service shall be entitled to a vacation of one (1) week, five (5) working days with pay.

(B) The employee who has completed one (1) year of continuous service shall be entitled to a vacation with pay of two (2) weeks, ten (10) working days annually provided the employee has not exercised the option in sub-section (A) above.

(C) An employee who has completed the required years of continuous service below shall be entitled to a vacation with pay as follows:

Two (2) years up to and including four (4) years:

*-----Ten (10) working days-----*

Five (5) years up to and including nine (9) years:

*-----Fifteen (15) working days-----*

Ten (10) years up to and including fourteen (14) years:

*-----One additional day for each year of service over nine (9) years to a maximum of twenty (20) working days with fourteen (14) years service*

Fifteen (15) years up to and including twenty (20) years:

*----- Twenty (20) working days-----*

Twenty-one (21) years up to and including twenty-five (25) years:

*-----One additional day for each year of service over twenty (20) years to a maximum of twenty-five (25) working days with twenty-five (25) years service-----*

- 8.1 The vacation period will be set by mutual agreement between the Department Head and the employees except that seniority shall govern preference, provided a department's efficiency is not impaired. Whenever there is a conflict in requested dates, preference shall be given to the more senior employee. However, once a vacation request is approved, the employee shall not be bumped out of his vacation request by a more senior employee.
- 8.2 (A) Any accrued pro-rata vacation pay due an employee at the time of separation from City service, regardless of the reason, shall be paid in a lump sum.
- (B) In the event of the death of an employee, the employee's legal representative shall receive any accrued, pro-rata vacation pay.
- 8.3 When a Holiday as specified in Article X occurs during a regular vacation, such time shall be charged as a holiday and the employee shall not be charged a vacation day for such time.
- 8.4 Vacations shall not be accumulated but *must* be taken within one (1) year of the date earned unless written permission is granted by the Personnel Director. Upon written request from an employee to carry over vacation time, the Personnel Director may authorize the carry over of up to fifteen vacation days to be used within six months of the employee's anniversary date. The Personnel Director's decision concerning the carry over of vacation time shall not be subject to the grievance and arbitration procedure.

## ARTICLE IX - DISCIPLINARY PROCEDURE

- 9.0 No employee covered by this Agreement shall be discharged or disciplined except for just cause.
- 9.1 Other than in the case of probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of this Agreement.
- 9.2 Any disciplinary action shall be stated in writing, giving the reason for it and a copy given to the employee and the Union Steward at the time of such action.
- 9.3 Written warnings shall not be used against an employee beyond one (1) year from the date of original issue. The time limits specified herein are valid only when no other disciplinary action has been imposed for the same offense during the specific time period. The Personnel Director, upon written request of the employee shall remove all materials concerning a written warning from the employee's official personnel file providing the conditions cited above have been met.
- 9.4 The parties agree that disciplinary procedures constitute a corrective process designed to improve an employee's behavior through counseling and to make the employee aware of the fact that failure to change will result in increased penalties. In the event it is necessary to discipline an employee, such employee shall be informed that he/she has the right to have a Union Representative present and shall be allowed

time to arrange for such representation.

The procedure for the imposition of disciplinary action shall occur in the following order:

- (A) Corrective interview conducted during an informal meeting between the supervisor (with or without the Department Head) and the employee. Reference shall be made to the required corrective action. This shall not be considered a disciplinary action.
- (B) Written warning, putting the employee on formal notice that unless improvement is shown, further disciplinary action will be taken.
- (C) Letter of reprimand from the Department Head or designee containing a statement of prior efforts made to direct the employee's improvement and specifying a time limit within which a level of improvement must be made.
- (D) Suspension without pay.
- (E) Dismissal.

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

## ARTICLE X - HOLIDAYS

10.0 The recognized paid Holidays shall be as follows:

|                             |                            |
|-----------------------------|----------------------------|
| New Year's Day              | Labor Day                  |
| Martin Luther King, Jr. Day | Columbus Day               |
| Lincoln's Birthday          | Veteran's Day              |
| Washington's Birthday       | Thanksgiving Day           |
| Good Friday                 | Day after Thanksgiving Day |
| Memorial Day                | Christmas Day              |
| Independence Day            | Floating Holiday*          |

*and any Holiday officially proclaimed as such by the Congress of the United States or the Legislature of the State of Connecticut.*

\*Effective July 1, 1999, the City may, at its option, upon notice to the Union no later than September 1, 1999 and each September 1 thereafter, reinstitute Election Day as a paid holiday. If not, employees may choose to take their Floating Holiday in lieu thereof. Such Floating Holiday will be scheduled in the same manner as a vacation day.

10.1 Holidays falling on a Saturday shall be celebrated on the preceding day.

- 10.2 Holidays falling on a Sunday shall be celebrated on the following Monday.
- 10.3 No holiday pay shall be paid to an employee who is under suspension or on a leave of absence without pay when the holiday occurs.
- 10.4 If a holiday occurs while an employee is out on sick leave, such holiday shall not be charged against the employee's sick leave account.

### ARTICLE XI - WAGES/LONGEVITY

- 11.0 Wages shall be increased in accordance with the attached compensation plan.

An employee, after having served one (1) year (12 months) in grade will advance to the next step of the pay plan. The implementation of this higher rate will become effective the first full workweek occurring after such twelve (12) month period, provided Civil Service requirements governing such increments have been met. Should any employee be denied their step increase, it shall be grievable.

- 11.1 (A) An employee temporarily required and assigned to work in a higher classification shall receive an adjusted rate while working in the higher classification. This adjusted rate shall be at least one full step (5% minimum) in the higher classification, provided that one exists.

(B) An employee who has been required and assigned to work in a higher classification outside the bargaining unit, after having served one year (12 months) in such higher classification, shall be advanced to the next step of the pay plan to which he/she has been temporarily assigned. In the event the employee continues to be assigned to such higher classification, step advances shall be made annually thereafter.

(C) An employee who has been required and assigned to work in a higher classification within the bargaining unit, after having served one year (12 months) in such higher classification, shall be advanced to the next step of the pay plan to which he/she has been temporarily assigned. In the event the employee continues to be assigned to such higher classification, step advances shall be made annually thereafter.

- 11.2 Any employee promoted to a new classification shall receive at least the next higher rate step above the former rate with not less than one (1) full increment step (5% minimum) of the new classification, provided that one exists.

- 11.3 For each employee covered by this Agreement with a minimum of five (5) years of continuous service as of April 1, each year following amounts shall be added to such employee's annual salary for the years of service completed by April 1, of each year:

|  |          |
|--|----------|
| For five (5) through<br>nine (9) years of service:           | \$125.00 |
| For ten (10) through<br>fourteen (14) years of service ..... | \$525.00 |

For fifteen (15) through  
nineteen (19) years of service ..... \$600.00

For twenty (20) or  
more years of service ..... \$700.00

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

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

- (A) Employees on the second shift shall receive 6% in addition to their regular rate.
- (B) Employees on the third shift shall receive 8% in addition to their regular rate.
- (C) The City will provide uniforms for the following positions:
  - 1. Meter Technicians, Meter Mechanics and Mechanics - Water Department.
  - 2. Automotive Mechanic, Mechanic - Public Works and Parks.
  - 3. Equipment Operators in all departments shall be provided summer and winter weight coveralls.
  - 4. Security Guards, Parking Monitors – Parking Garage
  - 5. If in the future the City requires Garage Attendants to wear uniforms, the City will provide such uniforms.

11.5 The Union may submit requests for upgradings and/or title changes to the Department Head who shall provide a recommendation to the Appointing Authority. Any upgrade and/or title change denied by the Appointing Authority may be raised during negotiation of the successor collective bargaining agreement.

- 11.6 A. In the event that an employee cannot obtain medical certification for his/her CDL license through health insurance, the City shall pay the cost of the medical examination or provide the employee access to a medical examination through a contracted medical provider.
- B. Should the City require an employee to obtain a license or certification that is not listed on the employee's job description as of July 1, 2008, the City shall pay all costs for obtaining and renewing such license or certification.

- 11.7 Employees who are required by the Department Head to be reachable by mobile phone during the work day who are not provided a mobile phone by the City shall receive a stipend of fifty (\$50) per month.
- 11.8 Employees shall be reimbursed for legitimate expenses, books, registration and other fees paid to maintain licenses that are necessary for the employee to perform the functions of his/her position
- 11.9 All employees who have a bank account shall utilize direct deposit for their paychecks.

## ARTICLE XII – INSURANCE

- 12.0 Effective 10/1/16 and thereafter, all Local #1186 members (hereinafter “members”) shall be offered a \$1,500/\$3,000 High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). Effective 7/1/17 each remaining July 1<sup>st</sup> for the remaining years of the contract, all Local #1186 members (hereinafter “members”) shall be offered a \$2,000/\$4,000 High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). Effective 10/1/16 HSA accounts shall be funded ½ half of the sixty percent (60%) of the City’s contribution on or about October 1, 2016 and the remaining City ½ on or about April 1, 2017. Effective 7/1/17 HSA accounts shall be funded ½ half of the fifty-five percent (55%) of the City’s contribution on or about July 1, 2017 and the remaining ½ on or about January 1, 2018. Effective 7/1/18 HSA accounts shall be funded ½ half of the fifty percent (50%) of the City’s contribution on or about July 1, 2018 and the remaining ½ on or about January 1, 2019. Effective 7/1/19 HSA accounts shall be funded ½ half of the fifty percent (50%) of the City’s contribution on or about July 1, 2019 and the remaining ½ on or about January 1, 2020. Members may choose to contribute their portion of the deductible in equal installments through payroll deduction. Members shall obtain an advance against the January (second) HSA City 50% contribution in the event the member’s HSA account has been exhausted and unpaid bills exceed \$200 prior to January 1 annually. If the member is participating in payroll deduction for his/her portion of the annual deductible or has prefunded his/her portion of the deductible and said member has bills exceeding his/her HSA account total, the City shall make an additional contribution, up to the City’s 50% unpaid HSA contribution. Contributions shall be as follows:

|         |  |
|---------|--|
| 10/1/16 | 7% fully insured premium cost share and City to pay 60% of the deductible  |
| 7/1/17  | 8% fully insured premium cost share and City to pay 55% of the deductible  |
| 7/1/18  | 9% fully insured premium cost share and City to pay 50% of the deductible  |
| 7/1/19  | 10% fully insured premium cost share and City to pay 50% of the deductible |

The City of New Britain High Deductible Health Plan Summary as described in Appendix D.

Vision is a separate rider and vision rates will be included in the rates of the HDHP Dental Plan cost share premium shall remain as present

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.

Any individual hired by the City after 10/1/2016 shall only be offered the High Deductible Health Plan with HSA for health insurance.

For any member continuing to be enrolled in the Anthem PPO 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 Anthem PPO/Century Preferred plan. Bluecare will no longer be offered

In addition, the following design plan changes shall be made to the Anthem PPO/Century Preferred Plan:

- Office co-pay increases from \$30 to \$30 PCP/\$45 Specialist
- Inpatient Hospital Stay increases from \$100 to \$500
- Outpatient Hospital visit increases from \$100 to \$250
- Emergency Room visit increases from \$50 to \$100
- Urgent Care visit increases from \$50 to \$75
- Out of Network Deductible remain at \$200/\$400/\$400
- Out of Pocket Maximum remain at \$500/\$1000/\$1000
- Prescription Drug Co-pays increase from \$10/\$20/\$30 to \$10/\$25/\$40
- Mandatory mail-order for long term maintenance drugs
- Mail-order Pharmacy remains at 2 copays for a 90 day supply  
Maximum is unlimited (no change)
- 50 visits combined PT/OT/ST and Chiropractic visits per member per calendar year
- Mandatory mail order after 3<sup>rd</sup> refill
- Gastric Bypass eliminated as of July 1, 2015
- Fertility reduced from unlimited to CT mandate as of July 1, 2015
- \$45.00 copay for all allergy office visits

For any member continuing to be enrolled in the Connecticare HMO, 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 Connecticare

In addition, the following design plan changes shall be made to Connecticare:

- Office co-pays increase from \$15 to \$30/\$45 (Primary Care Physician/Specialist)
- Inpatient Hospital Stay Co-pay increases from \$25 to \$500
- Outpatient Hospital Co-pay increases from \$100 to \$250
- Emergency Room Visit co-pay increases from \$100 to \$100
- Urgent Care visit increases from \$50 to \$75
- Prescription Drug co-pays increase to \$10/\$20/\$30 to \$10/\$25/\$40
- Mail-order 90 day supply Pharmacy increases from \$20/\$40/\$70 to \$20/\$50/\$80

- Mandatory mail order after 3<sup>rd</sup> refill
- Gastric Bypass eliminated as of July 1, 2015
- Fertility reduced from unlimited to CT mandate as of July 1, 2015

The premium cost share shall be based on the equivalent fully underwritten rates as set forth in the Anthem Annual Renewal Package plus the following fees as may be charged under the Patient Protection and Affordable Care Act:

PCORI Fee

Transitional Reinsurance Fee

Health Insurance Provider Fee (if not already included in the premium)

- (B) 1. Retired employees of the City who are under sixty-five (65) years of age may elect to participate in the insurance plans at their expense at the group monthly rates. Upon the death of a retiree the spouse may continue to participate in his/her medical coverage at their expense at the group rate. The City shall assume full cost of insurance for employees retired on a job-related disability for the life of the employee.
2. The City shall pay the cost of insurance for individuals covered under this Agreement who were employed by the City on or before September 25, 1996, for the first seven (7) years of their retirement. All shall be subject to the following restrictions:
- a. The employee must be eligible for and must be collecting retirement benefits under the City's pension plan or Social Security if not a member of the plan. If during any portion of the seven (7) year period the retiree and spouse are eligible for group health insurance through any other employer, whose coverage is equal to or better than the basic hospital, surgical and major medical insurance-provided by the City on the date of retirement, the City's obligation during that time shall be limited to reimbursement of any portion of the premium for such coverage which is not paid or reimbursed by any other employer.
- b. For those who retire after October 1, 2016 and who meet the eligibility requirements for post-retirement health insurance as set forth in this section – 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. For example, if the employee retires on 10/1/2016, the City's contribution shall be 60% and shall reduce each July 1<sup>st</sup> in accordance with the collective bargaining agreement, if the employee retires on 7/1/2017, the City's contribution shall be 55% and shall reduce each July 1<sup>st</sup> in accordance with the collective bargaining agreement. The

City's HSA deductible contribution for retirees will be handled and paid in as described above. At the time of retirement, those employees who are eligible for post-retirement health insurance in accordance with the CBA shall have a one-time option to enroll into Anthem PPO and/or Connecticare HMO. The City shall pay 100% of the cost share premium of the Anthem PPO and/or Connecticare HMO plan, whichever they are enrolled for the employee and spouse only. If the employee does not take the option to enroll in Anthem PPO, and/or Connecticare HMO at the time of retirement, they shall remain enrolled in the HDHP/HSA for the 7 year post-retirement period.

The City will only pay the full cost of coverage for the retiree and spouse in the case of retirement after at least twenty-five (25) years of service with the City or retirement under the service connected disability provisions of the pension plan. The City will pay eighty (80) percent of such costs for those who retire after at least twenty (20) years of service; sixty (60) percent of such costs for employees who retire after at least fifteen (15) years of such service; and forty (40) percent of such cost for employees who retire after at least ten (10) years of such service, provided in each case the employee meets the age and service requirements for early retirement benefits or meets the requirements for service connected disability retirement benefits.

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

Effective July 1, 2014, those employees who are participating in the City's medical insurance plan at the time of retirement shall be eligible to participate in such medical insurance plan which the City provides to its active bargaining unit employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for such active employees.

- c. Any retiree who wishes to enroll additional dependents, or who wishes to remain enrolled beyond seven (7) years after the date of retirement, and any spouse of a deceased retiree who beyond the seven (7) year period wishes to remain enrolled after the death of the retiree, shall pay the full cost of group health insurance premiums.
- d. Any individual hired into the Local bargaining unit after September 25, 1996, shall not be eligible for any City paid retiree health insurance benefits as

outlined in Section 12.0(B)(2)(a)(b)(c) above. Such employees shall be eligible to purchase retiree health insurance through the City at group rates from the time of their retirement, at their own expense. Any permanent employee hired prior to July 1, 1995 who subsequently becomes a Local bargaining unit member, shall receive the same level of retiree health insurance benefits that he/she was afforded prior to their inclusion in the Local bargaining unit, but not to exceed seven (7) years.

- e. Questions relating to the interpretation and application of this section, including eligibility for other insurance coverage and equal to or better than coverage, shall be subject to the grievance and arbitration provisions of this agreement.

12.1 An employee who is covered under alternate health insurance through another employer (e.g. spouse) may waive their basic health insurance benefits provided by the City (HMO, Blue Cross/Blue Shield, and the related riders) for a minimum period of one (1) year. Employees who opt not to accept health insurance as outlined above shall be compensated on a fiscal year basis, capped at the rates of: *single* - \$1,200; *two-person* - \$2,700; *family* - \$3,700. Such payment (subject to regular deductions) shall be made during the fourth payroll week in July of each fiscal year. Employees choosing this option shall only be able to change their option effective on July 1 of each fiscal year by notifying the Personnel Director by the preceding May 31. However, any employee who becomes ineligible under some alternate health insurance coverage during the one (1) year period will be re-enrolled under the City's health insurance provisions provided that the City is notified, in writing, by the employee. No proof of insurability will be required. In a case requiring the re-enrollment of an employee before the one (1) year period has expired, the employee will receive a pro-rated amount for any full month he/she has participated in the plan; provided, however, that a minimum participation of six (6) full months in the plan is required. Such payment shall be made during the fourth payroll week in July. Any employee choosing this option will be required to sign a waiver of City insurance (HMO, Blue Cross/Blue Shield, and the related riders) and submit proof of alternate health insurance coverage to the Personnel Director and the Union President.

If mandated by employer group insurance requirements, the City reserves the right to limit the number of employees who may participate in the plan.

## 12.2 Life Insurance

Prior to October 1, 2016, each employee may elect to participate in a group life insurance plan of the City of New Britain in the amount of \$40,000 during the term of employment and \$7,000 at the time of retirement. Effective October 1, 2016 each current employee may elect to participate in a group life insurance plan of the City of New Britain in the amount of \$50,000 during the term of employment and \$10,000 at the time of retirement. Those employees hired on or after October 1, 2016 SHALL NOT be eligible for retiree life insurance but shall be eligible for the active employee life insurance in the amount of \$50,000. The City shall pay the cost of such coverage. The employee will also be permitted to purchase additional life insurance at his/her own expense to a maximum of \$200,000 in accordance with the

requirements of the optional life benefit program.

- 12.3 Pension benefits shall be provided for the employee according to the Connecticut Municipal Employees Retirement Fund Act as contained in Section 7-425 7-459, Connecticut General Statutes, as amended.
- 12.4 It is agreed that the \$1,000 Life Insurance Coverage will be continued for those employees retired prior to the effective date of Plan B. Any present Local 1186 retiree, who left the City prior to July 1, 1988, will receive the following life insurance coverage: \$4,000; from 7/1/88 to 6/30/97: \$6,000; from 7/1/97 to 10/1/16: \$7,000; for all employees who were actively employed as of 10/1/16: \$10,000; Employees hired after 10/1/16 are not entitled to retiree life insurance.
- 12.5 The City shall initiate beginning in January 1998, a pre-tax feature and a dependent care account at no cost to the employee.

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

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

- 12.6 DISABILITY - Any employee of Local 1186 who has been retired by reason of physical or mental disability, pursuant to the provisions of Section 7-432, Connecticut General Statutes, may be required by the State of Connecticut to submit to a re-examination. Such examination is to be conducted by a surgeon or physician appointed by the State Employees' Retirement Commission and paid for either by said commission or the City of New Britain. Should the employee be found capable of returning to active duty, the employee shall be reinstated at the pay grade and step held at the time of the employee's retirement under terms of the Local 1186 contract in force at the time of re-instatement. In the event said retired member shall fail to comply with the order for re-examination, or if after re-examination, shall fail to comply with the request of the City or State to return to duty, said City or State shall have the power to stop further pension payments until the order has been complied with.
- 12.7 The City may provide medical and dental insurance as described in this Article through alternative insurance carriers as long as the alternative carrier provides benefits and services equal or better than the coverage specified above on an overall basis and the City provides the Union with a copy of the proposed plan at least sixty (60) days prior to the proposed date of implementation. Any disputes as to whether or

not the alternative plan is “equal to or better than” the coverage specified above shall be subject to resolution through the grievance and arbitration procedures of this Agreement. There shall be no implementation of any disputed alternative plan until the dispute has been resolved.

- 12.8 In the event that the City secures the agreement of the other five unions representing city employees (AFSCME Local 1303-332, AFSCME Local 818, AFSCME Local 1165, IAFF Local 992 and CILU Local 25) to bargain over health insurance as a coalition, Local 1186 agrees to join such coalition. Bargaining shall not commence until the six union locals agree among each other on a process for negotiation and ratification that ensures fair representation of all members. The Union agrees that if a coalition of the City’s bargaining units is formed and the Coalition agrees to make changes to health insurance there will be a reopener to implement those changes.
- 12.9 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.

### **ARTICLE XIII - SAFETY AND HEALTH**

- 13.0 The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment including the furnishing of foul weather gear, boots and gloves, protective helmets, authorized safety glasses or goggles to these employees exposed to severe elements or required to work in hazardous locations.
- 13.1 City and the Union shall form a joint safety committee. The committee which shall be comprised of two (2) representatives designated by the Union and two (2) representatives designated by the City, shall meet as necessary to review and recommend safety and health measures in the various departments covered by this Agreement. Corrective measures against hazardous and unsafe conditions shall be implemented promptly. The selection of the appropriate corrective action shall be the sole responsibility of the City. One additional union member shall be allowed, who in the absence of the regular member will be allowed to vote on matters before the committee.
- 13.2 The City shall furnish hot plate and refrigerator facilities for the filtration plant, where twenty-four (24) hour coverage is required. The City will maintain a microwave oven for the Water Department Administration Building.
- 13.3 The City and the Union have agreed upon three vendors from whom employees must purchase up to two pair of safety shoes not to exceed \$160.00. The City shall pay the vendor directly for the safety shoes and therefore employees will not receive any reimbursement. Employees shall wear safety shoes at all times while working.

If an employee has a special shoe requirement and cannot purchase shoes from the agreed-upon vendor(s), he/she may purchase shoes from other sources. Such employee will give notice to the City prior to purchase from another vendor.

- 13.4 Employees who regularly and for continuous periods of time operate Video Display Terminals (VDT) for twenty hours or more per week shall be assigned to at least fifteen (15) minutes of alternative work after anyone hour of VDT work. This section shall not be construed as providing any additional break time.
- 13.5 Hepatitis B vaccines and tetanus shots shall be provided to all staff employees who request them.

## **ARTICLE XIV - GRIEVANCE PROCEDURE AND ARBITRATION**

- 14.0 A grievance shall mean a claim by an employee or class of employees or the Union that rights under a specific section of this Agreement have been violated, or that there has been a misinterpretation or misapplication of the specific provisions of this Agreement. As used in this Agreement, the term "Employee" shall mean either (1) an individual employee, or (2) a group of employees having the same grievance.
- 14.1 No grievance may be filed after fifteen (15) working days of the event giving rise to it.
- 14.2 Grievances shall be filed on official Union Grievance forms which specify (a) the facts, (b) the issue, and (c) the date(s) of the violation alleged, (d) the controlling contract provision(s) and (e) the remedy or relief sought. Grievances may be modified up to and including Step III.
- 14.3 INFORMAL RESOLUTIONS: The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt informal resolution of any dispute and to avoid formal procedures.
- 14.4 NON-DISCIPLINARY GRIEVANCES shall be processed in the following manner:

### STEP I:

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

### STEP II:

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

STEP III:

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

STEP IV:

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

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

- 14.6 An employee disciplined by an appointing authority or Department Head in accordance with the provision of Section 14.5, may appeal such action beginning at Step III as provided for in Section 14.3.
- 14.7 The grievance procedure shall be the sole method of processing claims concerning rights and/or privileges provided herein or concerning interpretation or application of provisions of this Agreement.
- 14.8 (A) Any time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the City provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the City's answer in the last step considered.
- (B) In the event the City fails to answer a grievance at any step within the time limits set forth in the Agreement, the grievance may be taken to the next step, subject to the provisions herein.
- 14.9 (A) Not more than two (2) stewards in each department shall be permitted to handle grievances. Such persons shall be permitted to adjust grievances during working hours without loss of pay up to a maximum of eight (8) hours each per month, provided that they shall notify their immediate supervisor when leaving their position for such purposes.
- (B) Two (2) officers of the Local Union shall be permitted to adjust grievances during working hours without loss of pay, provided that the total number of hours spent by the two employees between them shall not exceed eight (8) hours in any calendar week. Meetings requested by, or scheduled with representatives of the City, the State Board of Mediation and Arbitration under any of the provisions of Article XIV, and relating to the negotiation, enforcement, interpretation or application of this Agreement, shall not be charged against such time limit.
- (C) Four (4) employees of the Local Union shall be permitted time off to participate in negotiations for renewal or modification of this contract under Article XVI without loss of pay for any hours during which they would have been scheduled to work.
- (D) Two (2) officers of the Local Union shall be permitted time off without loss of pay for all time actually spent in arbitration hearings. The same shall apply for the principal participants as mutually agreed upon by the Personnel Director and the Union.
- (E) Upon five (5) days' notice to the respective supervisor (unless waived by the supervisor), a member of the union who serves as President or Vice-President shall be allowed up to no more than a total of eight (8) hours combined per month to attend meetings between the Union and the Board of Education and/or the City in reference to any union matters.

## **ARTICLE XV - COMPLETE AGREEMENT**

- 15.0 The parties agree that all points covered herein above constitute the full and complete agreement between them. The parties agree to meet annually to review all prior written agreements and memoranda of understandings to determine their relevance going forward. Each party has been fully represented and had adequate opportunity to make proposals and counter-proposals and neither shall be required, without its consent, to bargain further on any matter unless and until notice, in accordance with Section 15.1 below, is given.
- 15.1 No amendments, additions, subtractions or modifications shall be made to rules and regulations of the employer which shall override or contradict specific provisions of this Agreement or reduce the benefits provided herein without the mutual agreement of the parties.
- 15.2 Union members shall pay for parking in employee designated areas of city parking garages. They shall pay \$25.00 per month.

## **ARTICLE XVI - NON-DISCRIMINATION**

- 16.0 The parties agree there shall be no discrimination against any employee because of age, race, creed, color, religion, national origin, disability, sexual orientation, marital status, or membership in the Union or any other reason proscribed by the law.

## **ARTICLE XVII - PAST PRACTICE**

- 17.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

## **ARTICLE XVIII- RESIDENCY**

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

## **ARTICLE XIX -DEPARTMENT OF MUNICIPAL DEVELOPMENT & SENIOR CITIZENS CENTER**

- 19.0 With reference to employees of the Department of Municipal Development and the Senior Citizen Center, the following provisions will apply:
- (A) Seniority shall be defined in accordance with the practice in effect at the time of this agreement and no employee shall lose any seniority credits he/she may have heretofore enjoyed prior to the effective dates of this Agreement.
  - (B) For the purpose of this Section, no present employee shall be subject to any examination

procedure in order to retain his/her present position in an unclassified status.

- (C) Following the effective date of this Agreement, when a vacancy or new position in the bargaining unit exists within the Departments covered herein and the City decides to fill the vacancy or new position, such position(s) shall be filled by regular Civil Service procedures subject to the conditions of the Agreement and will be included in the classified service by the Civil Service Commission and the Common Council.
- (D) As relates to Section 5.2 in the Agreement, seniority shall include all full-time service of the employees regardless of the funding source.
- (E) As relates to Section 5.3(A) Bumping, in the Agreement, the bumping rights of employees within the Departments covered herein shall be limited to classifications specifically identified with their department.
- (F) As relates to Section 5.3(B) Bumping, City-wide in the Agreement, employees within the Departments covered herein shall have no City-wide bumping rights.
- (G) For the purposes of this Section, the present practice shall continue with regard to day-long and overnight trips by employees in the Senior Citizen Center.
- (H) The regular work week and work day shall be those in effect at the time of this Agreement. The existing practices for employees at the Senior Citizen Center for the recording of hours worked shall continue in effect for the duration of the Agreement.
- (I) As relates to Section 11.3 in this Agreement, employees shall continue to be credited with the years of service as computed prior to the effective date of the Agreement and no employee shall lose any service credits as a result of the execution of the Agreement.
- (J) As relates to Article 12 in the Agreement, the City and employees of the Department of Municipal Development agree that the present pension provisions shall continue in effect for the duration of this Agreement or any extension thereof. Employees hired on or before June 30, 1998 thereby waive all rights during such period to participation in the Municipal Employees Retirement Fund B. New employees hired on or after July 1, 1998 shall participate in the Municipal Employees Retirement Fund B.

## **ARTICLE XX - LABOR MANAGEMENT COMMITTEE**

- 20.1 It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of the Local and the City. These subjects include, but are not limited to, career mobility and training, etc.
- 20.2 This Committee shall consist of not more than four (4) members total from both sides. The Committee shall meet upon request of either party during normal business hours with pay for purposes of attending and implementing results of the meetings.
- 20.3 This Committee shall not have the authority to negotiate additions to, subtractions from,

or other modifications of this Agreement, unless ratified by both parties.

20.4 The General Guidelines are:

- (A) No grievances shall be discussed.
- (B) Topics that could lead to grievances may be discussed.
- (C) Each person wishing to speak will be recognized.
- (D) Each topic shall be discussed fully and action reached before proceeding to another topic.
- (E) Substitutes may not be used, except other people can be invited to talk.
- (F) The chairmanship shall alternate.
- (G) Minutes of meetings will be taken and one designated representative from each party will refine drafts of the Minutes of meetings. Minutes are not official unless they are voted by majority approval.
- (H) An agenda shall be submitted forty-eight (48) hours prior to the meeting, topics not on this agenda may be discussed by mutual agreement.

## **ARTICLE XXI - DURATION AND RENEWAL**

- 21.0 This Agreement shall be binding upon the City and the Union from the first day of July, 2016, and shall continue in full force and effect until midnight of the thirtieth day of June, 2020, when it shall expire provided that if neither party gives the notice provided for in Section 21.1, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.
- 21.1 If either the Union or the City desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) days prior to the expiration of this Agreement. Negotiations will commence not less than one hundred and twenty (120) days prior to expiration of the existing Agreement.

SIGNED THIS 13<sup>th</sup> DAY OF JANUARY, 2017

FOR THE CITY OF NEW BRITAIN:

FOR LOCAL 1186, AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 4,  
AFL-CIO



Erin E. Stewart, Mayor



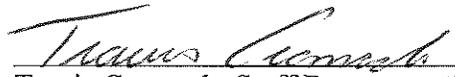
Darren Brown, President



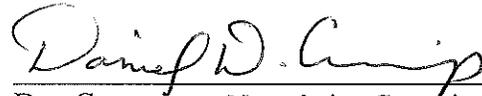
Mary C. Pokorski, Interim Personnel Director



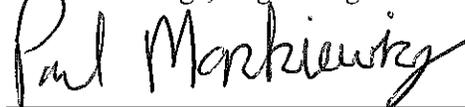
Paul Vaverchak, Vice President



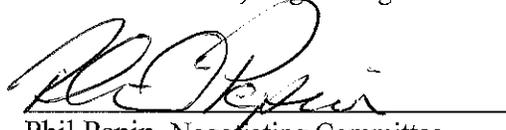
Travis Cromack, Staff Representative



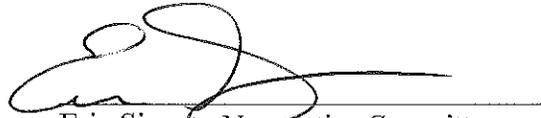
Dan Cummings, Negotiating Committee



Paul Markiewicz, Negotiating Committee



Phil Pepin, Negotiating Committee



Eric Simms, Negotiating Committee



Todd Rusczyk, Negotiating Committee



Claudia Havelevitch, Negotiating Committee

DEPARTMENT LISTING FOR PURPOSES OF ARTICLE V (LAY OFF)

Recreation and Community Services Department, which shall include:

- Recreation Division, which shall include:
  - All recreation programming
  - Stanley Golf Course operations
  - Cemetery operations
- Community Services Division, which shall include:
  - Youth & Family Services
  - Persons with Disabilities
  - Veterans Services
  - Fair Housing
- Senior Center

Health & Building Services Department, which shall include:

- Building/Housing Inspections and Permitting
- Health Inspections and Permitting
- Nursing Services

Finance Department, which shall include:

- Central Administration, which shall include:
  - a. Treasury & Accounting Functions
  - b. Budget & Capitol Projects
  - c. Water/Sewer Billing & Assessments
  - d. Purchasing & Risk Management
- City Assessor

Legal Services Department which consists of:

- Town Clerk
- Corporation Counsel
- Civil Service Commission/Personnel
- Registrar of Voters

Department of Municipal Development, which shall include:

- a. HUD Funds Administration
- b. City Plan & Zoning

Police Department

Fire Department

Public Works Department which consists of:

- Administrative Services
- Field Services & Parks Division, which shall include:
  - a. Stanley Golf Course maintenance
  - b. Cemetery maintenance
- Fleet and Facilities Division
- Water & Sewer Division Water & Sewer Division

## **APPENDIX B - EXCLUDED JOB CLASSIFICATIONS**

NEW BRITAIN CIVIL SERVICE PLAN JOB CLASSIFICATIONS EXCLUDED  
FROM AGREEMENT BETWEEN CITY OF NEW BRITAIN AND LOCAL 1186,  
AFSCME\*

Accounting Manager  
Administrative Secretary (Public Works)  
Administrative Services Officer (Water Department)  
Assistant City Assessor  
Assistant City Attorney  
Assistant Corporation Counsel  
Assistant Director of Engineering  
Assistant Director of Finance  
Building & Yard Superintendent  
Case Supervisor (Welfare)  
Cemetery Superintendent  
City Assessor  
City Attorney  
Civil Engineer II  
Civil Engineer III  
Coordinator of Community Services  
Data Processing Specialist  
Deputy Building Inspector  
Director of Finance  
Director of Health  
Director of Human Rights  
Director of Licenses, Permits and Inspector  
Director of Management Information Systems  
Director of Parks & Recreation  
Director of Personnel  
Director of Public Works  
Director of Veterans Center  
Director of Water  
Director of Welfare  
Engineer III  
Executive Secretary (Police Dept.)  
Garage Superintendent  
General Superintendent Street and Garage  
Division Golf Course Superintendent  
Health Laboratory Supervisor  
Parks Superintendent  
Parking Supervisor  
Administrative and Clerical Staff of the Mayor's  
Office Personnel Administrator

Physician  
Project Accountant  
Public Works Superintendent  
Purchasing Agent  
Recreation Superintendent  
Recreation Supervisor  
Recycling Coordinator  
Senior Citizens Coordinator Supervising  
Public Health Nurse  
Supervising Sanitarian  
Systems Software Analyst  
Water Distribution Superintendent  
Water Treatment and Supply Superintendent

\*The above is provided as illustrative only and not inclusive of all positions which are represented by other bargaining units.

**APPENDIX C - PAY PLAN**

**Effective July 1, 2016: No general wage increase**

**Effective July 1, 2017: 1.5% general wage increase**

**Effective January 1, 2018: 1.5% general wage increase**

**Effective July 1, 2018: 1.5% general wage increase**

**Effective January 1, 2019: 1.5% general wage increase**

**Effective July 1, 2019: 1.5% general wage increase**

**Effective January 1, 2020: 1.5% general wage increase**









|     |                                    | July 1, 2017 (1.5%) |                     |           |           | January 1, 2018 (1.5%) |                        |           |           |           |
|-----|------------------------------------|---------------------|---------------------|-----------|-----------|------------------------|------------------------|-----------|-----------|-----------|
|     |                                    | 1st Step            | 2nd Step            | 3rd Step  | 4th Step  | 1st Step               | 2nd Step               | 3rd Step  | 4th Step  |           |
| 10  | (36.25 hours)                      | Weekly              | 1,030.11            | 1,078.99  | 1,131.38  | 1,187.40               | 1,045.564              | 1,095.176 | 1,148.350 | 1,205.213 |
|     |                                    | Hourly              | 28.42               | 29.76     | 31.21     | 32.76                  | 28.843                 | 30.211    | 31.678    | 33.247    |
|     | Rehabilitation Technician          | Time & 1/2          | 42.62               | 44.65     | 46.82     | 49.13                  | 43.264                 | 45.318    | 47.518    | 49.871    |
|     |                                    | Double Time         | 56.83               | 59.53     | 62.42     | 65.51                  | 57.686                 | 60.424    | 63.357    | 66.465    |
|     |                                    |                     |                     |           |           |                        |                        |           |           |           |
|     |                                    |                     | July 1, 2018 (1.5%) |           |           |                        | January 1, 2019 (1.5%) |           |           |           |
|     |                                    | Weekly              | 1,061.247           | 1,111.603 | 1,165.575 | 1,223.251              | 1,077.166              | 1,128.277 | 1,183.058 | 1,241.640 |
|     |                                    | Hourly              | 29.276              | 30.665    | 32.154    | 33.746                 | 29.715                 | 31.124    | 32.636    | 34.262    |
|     |                                    | Time & 1/2          | 43.913              | 45.987    | 48.231    | 50.619                 | 44.572                 | 46.887    | 48.954    | 51.378    |
|     |                                    | Double Time         | 58.552              | 61.330    | 64.307    | 67.492                 | 59.430                 | 62.250    | 65.272    | 68.505    |
|     |                                    |                     |                     |           |           |                        |                        |           |           |           |
|     |                                    |                     | July 1, 2019 (1.5%) |           |           |                        | January 1, 2020 (1.5%) |           |           |           |
|     |                                    | Weekly              | 1,093.324           | 1,145.201 | 1,200.804 | 1,260.265              | 1,109.724              | 1,162.379 | 1,218.816 | 1,279.169 |
|     |                                    | Hourly              | 30.161              | 31.591    | 33.125    | 34.768                 | 30.613                 | 32.055    | 33.622    | 35.288    |
|     |                                    | Time & 1/2          | 45.241              | 47.388    | 49.689    | 52.149                 | 45.919                 | 48.098    | 50.454    | 52.931    |
|     |                                    | Double Time         | 60.321              | 63.184    | 66.251    | 69.521                 | 61.226                 | 64.132    | 67.245    | 70.575    |
| 10A | (40 hours)                         | Weekly              | 1,047.00            | 1,096.00  | 1,148.48  | 1,204.40               | 1,062.705              | 1,112.440 | 1,165.711 | 1,222.463 |
|     | Caretaker 3 (less maintenance)     | Hourly              | 26.17               | 27.40     | 28.71     | 30.11                  | 26.567                 | 27.811    | 29.143    | 30.562    |
|     | Carpenter (PW)                     | Time & 1/2          | 39.26               | 41.10     | 43.07     | 45.16                  | 39.851                 | 41.717    | 43.715    | 45.842    |
|     | Cemetery Foreperson                | Double Time         | 52.35               | 54.80     | 57.42     | 60.22                  | 53.135                 | 55.622    | 58.296    | 61.123    |
|     | Cross Connection Control/Fire      |                     |                     |           |           |                        |                        |           |           |           |
|     | Filtration Plant Operator          |                     |                     |           |           |                        |                        |           |           |           |
|     | Golf Course Technician             |                     |                     |           |           |                        |                        |           |           |           |
|     | Equipment Operator (12/18/13)      |                     |                     |           |           |                        |                        |           |           |           |
|     | Tree Trimmer                       | Weekly              | 1,078.645           | 1,129.127 | 1,183.197 | 1,240.800              | 1,094.825              | 1,146.064 | 1,200.945 | 1,259.412 |
|     | Protection Service Technician      | Hourly              | 26.966              | 28.228    | 29.580    | 31.020                 | 27.370                 | 28.652    | 30.024    | 31.485    |
|     | Supv. Signalization & Control Div. | Time & 1/2          | 40.449              | 42.343    | 44.370    | 46.530                 | 41.056                 | 42.978    | 45.036    | 47.227    |
|     | Traffic Operations Foreperson      | Double Time         | 53.932              | 56.456    | 59.160    | 62.040                 | 54.741                 | 57.303    | 60.048    | 62.971    |
|     |                                    |                     |                     |           |           |                        |                        |           |           |           |
|     |                                    |                     | July 1, 2019 (1.5%) |           |           |                        | January 1, 2020 (1.5%) |           |           |           |
|     |                                    | Weekly              | 1,111.248           | 1,163.254 | 1,218.959 | 1,278.303              | 1,127.916              | 1,180.703 | 1,237.243 | 1,297.478 |
|     |                                    | Hourly              | 27.781              | 29.081    | 30.474    | 31.958                 | 28.198                 | 29.518    | 30.931    | 32.437    |
|     |                                    | Time & 1/2          | 41.671              | 43.622    | 45.711    | 47.936                 | 42.297                 | 44.277    | 46.397    | 48.655    |
|     |                                    | Double Time         | 55.562              | 58.163    | 60.948    | 63.915                 | 56.395                 | 59.035    | 61.863    | 64.874    |

















| 35<br>(40 hours)               | July 1, 2017 (1.5%) |          |          |           | July 1, 2018 (1.5%)    |          |          |          | January 1, 2018 (1.5%) |          |          |          |
|--------------------------------|---------------------|----------|----------|-----------|------------------------|----------|----------|----------|------------------------|----------|----------|----------|
|                                | 1st Step            | 2nd Step | 3rd Step | 4th Step  | 1st Step               | 2nd Step | 3rd Step | 4th Step | 1st Step               | 2nd Step | 3rd Step | 4th Step |
| Parking Monitor                | 857,270             | 892,650  | 927,485  | 970,486   | Weekly                 | 870,129  | 906,040  | 941,397  | 985,043                |          |          |          |
| Maintainer (Recreation)        | 21,432              | 22,317   | 23,188   | 24,262    | Hourly                 | 21,753   | 22,652   | 23,535   | 24,625                 |          |          |          |
| Security Guard                 | 32,148              | 33,475   | 34,781   | 36,364    | Time & 1/2             | 32,630   | 33,977   | 35,309   | 36,940                 |          |          |          |
|                                | 42,864              | 44,632   | 46,374   | 48,524    | Double Time            | 43,507   | 45,301   | 47,070   | 49,252                 |          |          |          |
|                                | July 1, 2018 (1.5%) |          |          |           | January 1, 2019 (1.5%) |          |          |          |                        |          |          |          |
|                                | 1st Step            | 2nd Step | 3rd Step | 4th Step  | 1st Step               | 2nd Step | 3rd Step | 4th Step | 1st Step               | 2nd Step | 3rd Step | 4th Step |
|                                | 883,181             | 919,630  | 955,818  | 999,819   | Weekly                 | 896,429  | 933,425  | 969,851  | 1,014,816              |          |          |          |
|                                | 22,079              | 22,991   | 23,889   | 24,995    | Hourly                 | 22,411   | 23,336   | 24,247   | 25,370                 |          |          |          |
|                                | 33,120              | 34,486   | 35,832   | 37,494    | Time & 1/2             | 33,617   | 35,004   | 36,370   | 38,056                 |          |          |          |
|                                | 44,160              | 45,981   | 47,776   | 49,991    | Double Time            | 44,822   | 46,670   | 48,493   | 50,741                 |          |          |          |
|                                | July 1, 2019 (1.5%) |          |          |           | January 1, 2020 (1.5%) |          |          |          |                        |          |          |          |
|                                | 1st Step            | 2nd Step | 3rd Step | 4th Step  | 1st Step               | 2nd Step | 3rd Step | 4th Step | 1st Step               | 2nd Step | 3rd Step | 4th Step |
|                                | 909,875             | 947,426  | 984,998  | 1,030,039 | Weekly                 | 923,523  | 961,637  | 999,164  | 1,045,489              |          |          |          |
|                                | 22,747              | 23,696   | 24,611   | 25,750    | Hourly                 | 23,088   | 24,042   | 24,980   | 26,137                 |          |          |          |
|                                | 34,121              | 35,529   | 36,915   | 38,627    | Time & 1/2             | 34,633   | 36,062   | 37,469   | 39,207                 |          |          |          |
|                                | 45,495              | 47,370   | 49,220   | 51,502    | Double Time            | 46,177   | 48,081   | 49,958   | 52,274                 |          |          |          |
|                                | July 1, 2017 (1.5%) |          |          |           | July 1, 2018 (1.5%)    |          |          |          | January 1, 2018 (1.5%) |          |          |          |
| 35A (40 hours)                 | 1st Step            | 2nd Step | 3rd Step | 4th Step  | 1st Step               | 2nd Step | 3rd Step | 4th Step | 1st Step               | 2nd Step | 3rd Step | 4th Step |
|                                | 785,246             | 819,700  | 855,133  | 897,296   | Weekly                 | 797,024  | 831,995  | 867,960  | 910,894                |          |          |          |
|                                | 19,931              | 20,492   | 21,378   | 22,430    | Hourly                 | 19,926   | 20,799   | 21,699   | 22,767                 |          |          |          |
|                                | 29,446              | 30,738   | 32,068   | 33,647    | Time & 1/2             | 29,888   | 31,199   | 32,549   | 34,152                 |          |          |          |
| Water Utility Worker (Trainee) | 39,261              | 40,984   | 42,757   | 44,862    | Double Time            | 39,850   | 41,598   | 43,388   | 45,535                 |          |          |          |
|                                | July 1, 2018 (1.5%) |          |          |           | January 1, 2019 (1.5%) |          |          |          |                        |          |          |          |
|                                | 1st Step            | 2nd Step | 3rd Step | 4th Step  | 1st Step               | 2nd Step | 3rd Step | 4th Step | 1st Step               | 2nd Step | 3rd Step | 4th Step |
|                                | 808,960             | 844,475  | 880,980  | 924,355   | Weekly                 | 821,114  | 857,142  | 894,195  | 938,220                |          |          |          |
|                                | 20,224              | 21,111   | 22,024   | 23,108    | Hourly                 | 20,628   | 21,428   | 22,354   | 23,456                 |          |          |          |
|                                | 30,336              | 31,667   | 33,037   | 34,694    | Time & 1/2             | 30,791   | 32,142   | 33,533   | 35,184                 |          |          |          |
|                                | 40,448              | 42,222   | 44,049   | 46,218    | Double Time            | 41,055   | 42,858   | 44,710   | 46,911                 |          |          |          |
|                                | July 1, 2019 (1.5%) |          |          |           | January 1, 2020 (1.5%) |          |          |          |                        |          |          |          |
|                                | 1st Step            | 2nd Step | 3rd Step | 4th Step  | 1st Step               | 2nd Step | 3rd Step | 4th Step | 1st Step               | 2nd Step | 3rd Step | 4th Step |
|                                | 833,431             | 869,999  | 907,807  | 952,293   | Weekly                 | 845,933  | 883,049  | 921,222  | 966,578                |          |          |          |
|                                | 20,838              | 21,749   | 22,690   | 23,807    | Hourly                 | 21,148   | 22,078   | 23,090   | 24,164                 |          |          |          |
|                                | 31,253              | 32,624   | 34,036   | 35,712    | Time & 1/2             | 31,722   | 33,114   | 34,546   | 36,248                 |          |          |          |
|                                | 41,670              | 43,499   | 45,381   | 47,615    | Double Time            | 42,295   | 44,151   | 46,061   | 48,329                 |          |          |          |













# Lumenos HSA Plan Summary

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

## Your Lumenos HSA Plan

**First -** Use your HSA to pay for covered services:

### Health Savings Account

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

### Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:  
\$3,350 individual coverage  
\$6,750 family coverage

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

**Plus –** To help you stay healthy, use:

### Preventive Care

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

### Preventive Care

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

**Plus –**

### Your Bridge Responsibility

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

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

### Bridge

Your Bridge responsibility will vary.

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

\$1,500 individual coverage  
\$3,000 family coverage

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

**Health Account + Bridge = Deductible**

**If needed –**

### Traditional Health Coverage

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

### Traditional Health Coverage

After your Bridge, the plan pays:  
100% for in-network providers                      80% for out-of-network providers

### Additional protection:

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

### Annual Out-of-Pocket Maximum

| In-Network Providers        | Out-of Network Providers    |
|-----------------------------|-----------------------------|
| \$1,500 individual coverage | \$3,000 individual coverage |
| \$3,000 family coverage     | \$6,000 family coverage     |

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

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

## Tools and Personalized Services

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

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

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

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

**Graduate from ConditionCare:** - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

## Summary of Covered Services

### Preventive Care

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

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

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

**Office Visits** through age 18; including preventive vision exams.

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

#### Immunizations:

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

#### Adult Preventive Care

**Office Visits** after age 18; including preventive vision exams.

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

#### Immunizations:

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

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



**Summary of Covered Services (Continued)**

**Medical Care**

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

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment
- Oral surgery to remove impacted teeth and cutting procedures on gums or mouth tissues to treat a disease

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

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Limitations may apply to infertility services.
- Inpatient hospitalizations require authorizations.
- Bariatric surgery is excluded.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.
- 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.**

# Lumenos HSA Plan Summary

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

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### Health Savings Account

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

### Contributions to Your HSA

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

- \$3,400 individual coverage
- \$6,750 family coverage

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

**Plus –** To help you stay healthy, use:

### Preventive Care

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

### Preventive Care

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

**Plus –**

### Your Bridge Responsibility

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

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

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

**Health Account + Bridge = Deductible**

### Bridge

Your Bridge responsibility will vary.

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

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

**If needed –**

### Traditional Health Coverage

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

### Traditional Health Coverage

After your Bridge, the plan pays:

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

### Additional protection:

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

### Annual Out-of-Pocket Maximum

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

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

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



**Tools and Personalized Services**

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

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

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

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

**Graduate from ConditionCare:** - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

**Summary of Covered Services**

**Preventive Care**

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

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

The following is a list of covered preventive care services:

**Well Baby and Well Child Preventive Care**

**Office Visits** through age 18; including preventive vision exams.

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

**Immunizations:**

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

**Adult Preventive Care**

**Office Visits** after age 18; including preventive vision exams.

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

**Immunizations:**

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

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

**Summary of Covered Services (Continued)****Medical Care**

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

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

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment
- Oral surgery to remove impacted teeth and cutting procedures on gums or mouth tissues to treat a disease

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

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 60 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Limitations may apply to infertility services.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

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

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

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

## Your Lumenos HRA Plan

**First** - Use your HRA to pay for covered services:

### Health Reimbursement Account

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

### HRA Allocation from your employer

\$ 900 individual coverage  
\$ 1,800 family coverage

The maximum amount of unused dollars that can roll over year to year is \$2,700 individual / \$5,400 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

\$ 1,500 individual coverage  
\$ 3,000 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

|                              |                                 |
|------------------------------|---------------------------------|
| <b>In-Network Providers</b>  | <b>Out-of-Network Providers</b> |
| \$ 1,500 individual coverage | \$ 3,000 individual coverage    |
| \$ 3,000 family coverage     | \$ 6,000 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.

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### Preventive Care

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### Annual Deductible Responsibility

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\$ 3,000 family coverage

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| In-Network Providers         | Out-of-Network Providers     |
|------------------------------|------------------------------|
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| \$ 3,000 family coverage     | \$ 6,000 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.

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**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.

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**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)
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**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 (7/1/2017 55%)

\$ 1,100 individual coverage  
\$ 2,200 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.

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

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

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## Healthy Rewards Program

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## 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 60 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.
- Bariatric surgery is excluded
- Your Lumenos HRA plan includes an unlimited lifetime maximum.

\* 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.**

## Century Preferred \$30/\$500/\$100/\$250

*Benefits at a Glance for City of New Britain 1186 FD 180*

*Effective October 1, 2016*

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

|   | <b>In Network<br/>You pay:</b> | <b>Out-of-Network<br/>You pay:</b> |
|---|--------------------------------|------------------------------------|
| <b>Office Visit (OV) Copayment</b>                                      | \$30                           | Deductible & Coinsurance           |
| <b>Specialist Visit (SV) Copayment</b>                                  | \$45                           | Deductible & Coinsurance           |
| <b>Hospital (HSP) Copayment</b>   | \$500                          | Deductible & Coinsurance           |
| <b>Urgent Care (UR) Copayment</b>                                       | \$75                           | Not covered                        |
| <b>Emergency Room (ER) Copayment – waived if admitted</b>               | \$100                          | \$100                              |
| <b>Outpatient Surgery (OS) Copayment</b>                                | \$250                          | Deductible & Coinsurance           |
| <b>Annual Deductible (individual/2-member family/3+ member family)</b>  | Not applicable                 | <b>\$200/\$400/\$400</b>           |
| <b>Coinsurance</b>  |                                | 20% after deductible<br>up to      |
| <b>Cost Share Maximum (individual/2-member family/3+ member family)</b> |                                | <b>\$500/\$1000/\$1000</b>         |
| <b>Lifetime Maximum</b>   | Unlimited                      | Unlimited                          |

### PREVENTIVE CARE

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

### MEDICAL CARE

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

### HOSPITAL CARE – Prior authorization required.

|   |                      |                          |
|---|----------------------|--------------------------|
| <b>Semi-private room</b>  | <b>HSP Copayment</b> | Deductible & Coinsurance |
| <b>Maternity and newborn care</b>   | <b>HSP Copayment</b> |                          |
| <b>Skilled nursing facility – up to 120 days per calendar year</b>          | <b>HSP Copayment</b> |                          |
| <b>Rehabilitative services – up to 60 days per person per calendar year</b> | NO Copayment         |                          |
| <b>Outpatient surgery – in a hospital or surgi-center</b>                   | <b>OS Copayment</b>  |                          |

**EMERGENCY CARE**

|  |              |                          |
|--|--------------|--------------------------|
| Walk-in centers                                    | OV Copayment | Deductible & Coinsurance |
| Urgent care – <i>at participating centers only</i> | UR Copayment | Not covered              |
| Emergency care – <i>co-payment</i>                 | ER Copayment | ER Copayment             |
| Ambulance –  | covered      | covered                  |

**OTHER HEALTH CARE**

|  |                     |                                     |
|--|---------------------|-------------------------------------|
| <b>Outpatient rehabilitative services</b><br><i>50 visit maximum for PT, OT, ST . per calendar year - excess covered as out of network</i> | <b>NO Copayment</b> | Deductible & Coinsurance            |
| <b>Prosthetic Devices</b>  | <b>Unlimited</b>    |                                     |
| <b>Durable Medical Equipment</b>   | <b>Unlimited</b>    |                                     |
| <b>Infertility – State Mandate Age &amp; Cycle Restrictions Apply</b>  | <b>Copayment</b>    | <b>Deductible &amp; Coinsurance</b> |

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

|                          |               |                          |
|--------------------------|---------------|--------------------------|
| Inpatient                | HSP Copayment | Deductible & Coinsurance |
| Outpatient/office visits | OV Copayment  |                          |

**\* Schedule of health examinations:**

- ◆ 1 exam every year

**\*Mammography:**

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

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

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

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

**GASTRIC BYPASS SURGERY EXCLUDED**

**VISION CARE PLAN**

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

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

**ACCESSING BENEFITS:**

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

**VISION EXAM COVERAGE:**

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

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

**OPTICAL SERVICES:**

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

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

Bifocal lenses, Up to \$70 per calendar year

Trifocal lenses, Up to \$90 per calendar year

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

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

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

**PRINCIPAL LIMITATIONS & EXCLUSIONS**

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

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

**\$10 COPAYMENT GENERIC DRUGS**  
**\$25 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS**  
*Unlimited Annual Maximum*

## How To Use 3-Tier Managed Rx

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

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

## Copayments and Day Supplies

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a retail pharmacy.  
 You’ll be responsible for **two copayments** when purchasing up to a **90-day supply** of maintenance drugs through the mail-service program (see chart for details). **Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.**

## Generic Drugs Have the Lowest Copayment

|  |   | <i>Your copayment:</i>  |
|--|---|-------------------------|
| <b>Tier 1: Generic drugs</b>               | The term “generic” refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies. | <b>\$10</b>             |
| <b>Tier 2: Listed brand-name drugs</b>     | The term “listed brand-name” refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 2 copayment applies.                  | <b>\$25</b>             |
| <b>Tier 3: Non-listed brand-name drugs</b> | The term “non-listed brand-name” refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield’s list of preferred prescription drugs. Tier 3 copayment applies.          | <b>\$40</b>             |
| <b>Mail Service</b>                        | (Two) copayment(s) per 90 day supply  | <b>\$20, \$50, \$80</b> |
| <b>Annual Maximum</b>                      | Per member per calendar year  | <b>Unlimited</b>        |

## Generic Substitution

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

## Mail-Service Program

Express Scripts, mail-service drug program, can save you time and expense if you regularly take one or more types of maintenance drugs. You can order up to a **90-day supply** of these medications and have them delivered directly to your home. **Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.**

Two **mail-service copayments** will apply as follows: **\$20, \$50, \$80**

## National Pharmacy Network

Members also have access to a network of more than **65,000** retail pharmacies throughout the country. Members may call 1-888-207-4214, to locate a participating pharmacy when traveling outside the state.

## Non-Participating Pharmacies

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

## Limits and Exclusions

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

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

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



## HMO-OA-CAL-30-45-250-500A-07 HMO Open Access Calendar Year Plan Benefit Summary

This is a brief summary of benefits. Refer to your Membership Agreement for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Calendar year. A Referral from your Primary Care Provider is not required.

Personalized for: PSTC Telecommunications; 1186

|  | <b>IN-NETWORK<br/>MEMBER PAYS</b>         |
|--|---|
| <b>Out-of-Pocket Maximum</b><br><i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i> | \$6,350 per Member<br>\$12,700 per Family |
| <b>Lifetime Maximum Benefit</b>  | Unlimited                                 |
| <b>PREVENTIVE SERVICES</b><br><i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>                         | <b>IN-NETWORK<br/>MEMBER PAYS</b>         |
| <b>Physical Exam</b><br><i>(frequency limits apply and the exam must be provided by a PCP)</i>   | No Member cost                            |
| <b>Gynecological Preventive Exam</b>   | No Member cost                            |
| <b>Preventive Laboratory Services</b><br><i>(Complete blood count and urinalysis, one test per year)</i>                                   | No Member cost                            |
| <b>Baseline Routine Mammography</b><br><i>(ages 35 - 39)</i>   | No Member cost                            |
| <b>Annual Routine Mammography</b><br><i>(age 40 or older)</i>  | No Member cost                            |
| <b>Breast Ultrasound Screening</b>   | No Member cost                            |
| <b>Annual Routine Vision Exam</b><br><i>(one exam per year when provided by an Optometrist or Ophthalmologist)</i>                         | No Member cost                            |
| <b>OUTPATIENT SERVICES</b>   | <b>IN-NETWORK<br/>MEMBER PAYS</b>         |
| <b>On-Line Visit</b><br><i>(telemedicine consultation)</i>   | \$30 Copayment per visit                  |
| <b>Primary Care Services</b><br><i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>                 | \$30 Copayment per visit                  |

| <b>OUTPATIENT SERVICES</b>   | <b>IN-NETWORK MEMBER PAYS</b>      |
|--|------------------------------------|
| <b>Specialist Services</b><br><i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>   | \$45 Copayment per visit           |
| <b>Gynecological Services</b>  | \$30 Copayment per visit           |
| <b>Maternity Care Office Visits</b><br><i>(prenatal care)</i>  | No Member cost                     |
| <b>Allergy Testing</b><br><i>up to one visit every year</i>  | Applicable office visit cost share |
| <b>Allergy Injections</b>  | No Member cost                     |
| <b>Laboratory Services</b><br><i>(includes services performed in a Hospital or laboratory facility)</i><br><i>(Please refer to the provider directory for facility type)</i>   | No Member cost                     |
| <b>Non-Advanced Radiology</b><br><i>(includes services performed in a Hospital or radiology facility)</i>  | No Member cost                     |
| <b>Advanced Radiology</b><br><i>(includes services for MRI, PET and CAT scan, and nuclear cardiology performed in a Hospital or radiology facility)</i><br><i>(Please refer to the provider directory for facility type)</i> | No Member cost                     |
| <b>Outpatient Rehabilitative Therapy</b><br><i>up to 60 visits per year combined with chiropractic</i><br><i>(includes services combined for physical, speech, and occupational therapy and chiropractic services)</i>       | \$30 Copayment per visit           |
| <b>Home Health Services</b><br><i>up to 100 visits per year</i>  | No Member cost                     |
| <b>Retail Clinic</b>   | \$30 Copayment per visit           |
| <b>EMERGENCY / URGENT CARE</b>   | <b>IN-NETWORK MEMBER PAYS</b>      |
| <b>Walk-In/Urgent Care Centers</b>   | \$75 Copayment per visit           |
| <b>Emergency Room</b><br><i>(Copayment waived if admitted)</i>   | \$100 Copayment per visit          |
| <b>Ambulance Services</b>  | No Member cost                     |
| <b>HOSPITAL SERVICES</b>   | <b>IN-NETWORK MEMBER PAYS</b>      |
| <b>Inpatient Hospital Services, Including Room &amp; Board</b>   | \$500 Copayment per admission      |

| <b>HOSPITAL SERVICES</b>  | <b>IN-NETWORK MEMBER PAYS</b> |
|---|-------------------------------|
| <b>Hospital Outpatient Facilities</b><br><i>(includes services performed in a Hospital facility)</i><br><i>(Please refer to the provider directory for facility type)</i>           | \$250 Copayment per visit     |
| <b>Ambulatory Surgical Center</b><br><i>(includes services performed in a stand-alone ambulatory facility)</i><br><i>(Please refer to the provider directory for facility type)</i> | \$250 Copayment per visit     |
| <b>Skilled Nursing and Rehabilitation Facilities</b><br><i>up to 90 days per year</i>   | No Member cost                |
| <b>MENTAL HEALTH SERVICES</b>   | <b>IN-NETWORK MEMBER PAYS</b> |
| <b>Inpatient Mental Health Services</b><br><i>(including inpatient acute and residential programs)</i>  | \$500 Copayment per admission |
| <b>Inpatient Alcohol and Substance Abuse Treatment</b><br><i>(including inpatient acute and residential programs)</i>   | \$500 Copayment per admission |
| <b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b><br><i>(including office visits and professional services provided in the home)</i>                           | \$30 Copayment per visit      |
| <b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b><br><i>(intensive outpatient treatment and partial hospitalization programs)</i>                              | \$30 Copayment per visit      |
| <b>OTHER SERVICES</b>   | <b>IN-NETWORK MEMBER PAYS</b> |
| <b>Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies</b>  | 20%                           |
| <b>Diabetic Equipment and Supplies</b>  | 20%                           |

## PREVENTION AND WELLNESS

In-Network prevention and wellness services as defined by the United States Preventive Service Task Force (listed below) are exempt from all member cost share (deductible, copayment and coinsurance) under the Patient Protection and Affordable Care Act (PPACA). Services that are exempt from cost share must be identified by the specific code(s). The codes your health care provider submits must match ConnectiCare's coding list to be exempt from all cost share. Please note that not all preventive services are listed below and that some diagnostic services provided in relation to preventive and wellness services require member cost share. Go to [www.connecticare.com/preventive](http://www.connecticare.com/preventive) for more information on coverage of preventive care or services.

- Routine physical exam and appropriate screening and counseling for adults (including but not limited to cardiovascular disease, depression, obesity and sexually transmitted infections) one per year
- Preventive care and screening for infants, children and adolescents supported by the Health Resources and Services Administration (including but not limited to depression, obesity and sexually transmitted infections)
- Preventive care and screenings for women supported by the Health Resources and Services Administration:
  - At least one well-woman preventive care visit annually to obtain the recommended preventive services
  - Screening for diabetes during pregnancy, two per pregnancy
  - Human Papillomavirus (HPV) testing, age 30 or older, one per year
  - Counseling on sexually transmitted infections for all sexually active women, two per year
  - Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women
  - Contraceptive methods approved by the Food and Drug Administration, sterilization procedures and contraceptive patient education and counseling
  - Comprehensive lactation support, counseling, a breast pump, (either manual or non-hospital grade electric), and breast feeding supplies
  - Screening and counseling for interpersonal and domestic violence for all women and adolescent
- Bone density screenings, age 60 or older, one every 23 months
- Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, ages 50 - 75, one per year
- Routine mammography screening, age 40 or older, one per year
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC
- Outpatient laboratory services, one per year:
  - Cervical cancer and cervical dysplasia screening -- pap smear
  - Lipid cholesterol screening for adults and children at risk
  - Fasting plasma glucose or hemoglobin A1c, age 18 and older for people at risk for diabetes
  - Hematocrit and Hemoglobin, for children up to age 21.
  - Lead screening, for children up to age 6
  - Tuberculin testing, for children up to age 21
  - Chlamydia, syphilis and gonorrhea screening for females all ages
  - Human immunodeficiency virus screening – HIV testing (no limit)
  - Hypothyroidism screening in newborns, under 3 months of age
  - Screening for phenylketonuria (PKU) in newborns, under 3 months of age
  - Screening for sickle cell disease in newborns, under 3 months of age
  - Hepatitis B screening for adolescents and adults at risk
  - Hepatitis C screening for adults at risk
  - Lung Cancer screening for adults ages 55 - 80 who have smoked
- Routine vision screening up to age 21, one per year when services are rendered by a primary care provider
- Routine hearing screening up to age 21 when rendered by a primary care provider
- Dental caries prevention up to age 5 when rendered by a primary care provider
- Developmental, autism, and psychosocial/behavioral assessments up to age 21 when rendered by a primary care provider
- Dietary counseling for adults with cardiovascular disease, hyperlipidemia or obesity
- Alcohol misuse screening and counseling
- Tobacco cessation interventions
- Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic bacteriuria in women who are pregnant
- Screening for abdominal aortic aneurysm in men age 65 – 75 who have ever smoked
- BRCA screening, genetic counseling and if indicated, genetic testing
- Physical therapy to prevent falls in adults ages 65 and older

### Important Information

- If you have questions regarding your plan, visit our website at [www.connecticare.com](http://www.connecticare.com) or call us at (860) 674-5757 or 1-800-251-7722.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standard for 2016.



## Prescription Drug Copayment Plan Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your Prescription Drug Rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Calendar year.

**Personalized for: PSTC Telecommunications; 1186**

| <b>PRESCRIPTION DRUGS</b>   |   |
|---|---|
| Covered prescription drugs through retail Participating Pharmacies or our mail order service. <b>Generics are dispensed unless the provider writes Dispense as Written on the prescription.</b> |   |
| Your Plan includes the following: Mandatory Drug Substitution, Generic Substitution Program, Tiered Cost-Share Program, and Voluntary Mail Order Program.                                       |   |
|   | <b>IN-NETWORK MEMBER PAYS</b>               |
| <b>Out-of-Pocket Maximum</b><br><i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i>  | \$6,350 per Employee<br>\$12,700 per Family |
| <b>RETAIL PHARMACY</b><br><b>(up to a 30 day supply per prescription, including Specialty Drugs generally delivered by mail)</b>  | <b>IN-NETWORK MEMBER PAYS</b>               |
| <b>Tier 1 drugs</b><br><i>(Generic Drugs)</i>   | \$5 Copayment                               |
| <b>Tier 2 drugs</b><br><i>(Preferred Brand Drugs)</i>   | \$25 Copayment                              |
| <b>Tier 3 drugs</b><br><i>(Non-Preferred Brand Drugs)</i>   | \$40 Copayment                              |
| <b>MAIL ORDER PHARMACY</b><br><b>(up to a 90 day supply per prescription, does not apply to Specialty Drugs)</b>  | <b>IN-NETWORK MEMBER PAYS</b>               |
| <b>Tier 1 drugs</b><br><i>(Generic Drugs)</i>   | \$10 Copayment                              |
| <b>Tier 2 drugs</b><br><i>(Preferred Brand Drugs)</i>   | \$50 Copayment                              |
| <b>Tier 3 drugs</b><br><i>(Non-Preferred Brand Drugs)</i>   | \$80 Copayment                              |

### Additional Information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drugs or supplies clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at [www.connecticare.com](http://www.connecticare.com) or call our Member Services Department at 1-800-251-7722.
- Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the Prescription Drug Rider. You should visit our Web site at [www.connecticare.com](http://www.connecticare.com) or call our Member Services Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.
- Most Specialty drugs are dispensed through Specialty Pharmacies by mail, up to a 30 day supply. Specialty Pharmacies have the same Member Cost Share as all other participating pharmacies and are not part of ConnectiCare's Voluntary Mail Order program. The Member Cost Share for Specialty Pharmacy is different from the Cost Share for ConnectiCare's Mail Order program.
- Always remember to carry your ConnectiCare ID Card.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.

# eye-to-eye Vision Care

## Did you know that 54% of Americans wear some form of glasses?

Moreover, only a few of us actually have 20/20 vision in both eyes — and this condition worsens with age. Thankfully, as a ConnectiCare member, you have **Vision Care**. The Vision Care Program helps to maintain the health of your eyesight by covering both medical and preventive care. Through annual eye exams and coverage for medical conditions of the eye, members can receive the treatment they need to keep their eyes seeing clearly.

In addition to eye care, ConnectiCare's Vision Care Program offers members **discounts** on lenses, contacts and frames when they use a participating provider.

For more information, refer to the chart below to learn about what's covered under your Vision Care benefit. To find a participating provider visit our online provider directory at [www.connecticare.com](http://www.connecticare.com) and click on "Find a Doctor" to start your search. If you do not have access to the Internet, or if you have additional questions about Vision Care and your eye care benefits, please call Member Services at 1-800-251-7722.

### Point-of-Service and FlexPOS Members Only: (If you're not sure what plan you're in, check your benefit summary.)

Point-of-Service plan members seeking routine eye care through the Vision Care Program can choose either a ConnectiCare participating (in-network) provider from the Provider Directory or a nonparticipating (out-of-network) provider. By staying in-network, you'll receive a higher level of benefits and will be eligible for eyewear discounts.

FlexPOS plan members seeking care through the Vision Care Program can choose either a ConnectiCare participating (in-network) provider, a participating PHCS Healthy Directions (in-network) provider (when services are rendered outside of the State of Connecticut or Hampden, Hampshire and Franklin counties of Massachusetts) or a nonparticipating (out-of-network) provider. By staying in-network, you'll receive a higher level of benefits. FlexPOS plan members will only be eligible for eyewear discounts when receiving care from a ConnectiCare participating provider.

If you choose to go to a nonparticipating provider for your routine eye exam:

- Pay the provider at the time of your appointment.
- Mail back the claim reimbursement form, along with a copy of the itemized statement, to the address noted on the claim form. (Keep a copy for your records.) To access the form, go to our Member Web site, click on Managing Your Account, then online forms, and choose the out-of-plan reimbursement claim form.

You will be reimbursed for your routine eye exam rendered by a nonparticipating provider as shown on your benefit summary. You are responsible for any additional charges.

| COVERED SERVICES:  | DESCRIPTION:   | PLAN BENEFITS*:  |
|--|--|--|
| <b>Routine Eye Exam</b>  | Routine eye care that includes a refraction  | One routine eye exam per member per year. Applicable cost share based on your plan.  |
| <b>Frames and Lenses</b>   | Lens options include: <ul style="list-style-type: none"> <li>• Polycarbonate</li> <li>• Scratch-resistant coating</li> <li>• Ultra-violet coating</li> <li>• Anti-reflective coating</li> <li>• Solid tint</li> <li>• Gradient tint</li> <li>• Photochromic</li> </ul> | 25% discount on frames and lenses costing \$250 or less; 30% discount if they cost more than \$250.  |
| <b>Prescription Contact Lenses</b><br><i>Discount available only if associated professional services are also obtained</i> | Hard or Soft lenses<br>Initial disposable lens package for a member who has never worn disposable contact lenses   | 25% discount on frames and lenses costing \$250 or less; 30% discount if they cost more than \$250. 25% discount on associated professional services (i.e. fittings) |
| <b>Additional Coverage</b>   | Sunglasses <ul style="list-style-type: none"> <li>• Prescription</li> <li>• Non-prescription</li> </ul> Replacement lenses/frames  | 25% discount<br><br>25% discount   |
| <b>Medical Eye Exam</b>  | Medically necessary medical and surgical diagnosis and the treatment of diseases or other abnormal conditions of the eye and adjacent structures.  | Applicable cost share based on your plan and where services are rendered.  |



Coverage is provided by and services are administered as follows: In Connecticut: Group HMO and POS coverage, and Individual HMO is underwritten by ConnectiCare, Inc.; Individual POS is underwritten by ConnectiCare Insurance Company, Inc. In Massachusetts: Group HMO and POS coverage is underwritten by ConnectiCare of Massachusetts, Inc. In New York: HMO and POS is underwritten by ConnectiCare of New York, Inc. FlexPOS, PPO coverage, ASO/Self-funded services, and Dental products are administered or underwritten by ConnectiCare Insurance Company, Inc.

\* Plans may vary by employer. This is only a summary of benefits. Benefits may be offered on a contract-year or calendar-year basis. Please refer to your benefit documents for a full description of your benefits. **PLEASE SEE HR FOR THE REIMBURSEMENT ON GLASSES AND CONTACT LENSES**

**CITY OF NEW BRITAIN FLEX DENTAL**

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

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

**ACCESSING BENEFITS:**

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

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

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

**PRINCIPAL LIMITATIONS AND EXCLUSIONS**

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

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

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

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

|  |                          |
|--|--------------------------|
| Calendar Year Deductible   |                          |
| • Per Person   | \$0                      |
|  | <b><u>Plan Pays:</u></b> |
| • 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 368,522 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 293,205 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier®.

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

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

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

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

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

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental Insurance Company 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.

7/1/2016



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

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

Calendar Year Deductible  
• Per Person

\$0

**Plan Pays:**

Preventive & Diagnostic

100%

Endodontics

100%

Simple Restorations

100%

Simple Extractions

100%

Repair of Dentures

100%

Oral Surgery

80%

Crowns, Inlays and Gold Restorations

50%

Non Surgical Periodontics (\$500 maximum per person per year)

50%

Prosthodontics

50%

Orthodontic Benefits (Adults & Children - \$1,000 lifetime maximum per person)

60%

Annual Maximum

\$1,750

Dependent children are covered to age 25

Delta Dental has two networks available under this plan. The Delta Dental Premier<sup>®</sup> network is the largest of the Delta Dental networks with over 368,522 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 293,205 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier<sup>®</sup>.

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

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

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-3265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at [deltadentalnj.com](http://deltadentalnj.com) to locate participating dentists.

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

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

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



## **APPENDIX E**

### **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. Newly hired employees shall be allowed to join the sick leave pool at any point in their first 90 days of employment. 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. If the new hires choose not to join upon hire he/she will be precluded from joining the sick leave pool.

If a member of the sick leave pool wishes to terminate his/her membership in the pool, he or she shall send a written request to the Sick Leave Pool Committee c/o the Personnel Director stating therein that he/she wishes to terminate memberships but waives any and all claims to the sick time he/she has donated to the pool. The member will be allowed to terminate his/her membership in the pool, however, he/she waives all claims and/or rights to sick days already donated to the pool and will not be allowed to rejoin the pool

3. 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 fifty (50) days, the City shall deduct one (1) additional day from each member's accumulated sick leave to the sick leave pool.
4. 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.
5. A Sick Leave Pool Committee consisting of the respective Department Head, the Personnel Director and the Union President 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 including a complete history of the use of accumulated sick leave time, dates absent and the reasons where possible. Additional Committee criteria may be added.

6. 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 and a statement that the applicant agrees to and understands the terms of the sick leave pool. 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. Date of expiration of accumulated sick time is also required.
  - c. A request for a specific number of days from the Sick Leave Pool.

Incomplete applications will not be acted upon by the Sick Leave Pool Committee.

7. 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.
8. Any days withdrawn from the pool and not used upon the return to work shall be returned to the pool.
9. Once sick days are contributed to the pool they are deducted from each member's accumulated sick leave and each member waives all rights to those sick days.

APPENDIX F

**\*\*\*WITH RESPECT TO ANY SNOW LANGUAGE IN THIS MOU, THAT LANGUAGE HAS BEEN REPLACED WITH NEW CONTRACT LANGUAGE FOUND IN SECTION 6.2 ON PAGES 11-16 OF THE CONTRACT\*\*\***

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEW BRITAIN

AND

AFSCME LOCAL 1186

This Memorandum is entered into between the City of New Britain (hereinafter "City"), AFSCME Local 1186 (hereinafter "Union")

Whereas, as of July 1, 2012, the Public Works Department was re-organized to save money by eliminating operational redundancies associated with the old City department structure, and to maintain services by implementing a more flexible system for shifting staff between service areas depending on current work load; and

Whereas, as part of the July 1, 2012 re-organization, the City's Public Works Department now includes the former: Public Works Department, the Parks and Recreation Department, the Water Department, and the Department of Property Management; and

Whereas, as a result of July 1, 2012 re-organization, the City's Public Works Department is now comprised of five divisions including: Field Services, Utilities (Water and Sewer, Fleet and Facilities, Administrative and Recreation; and

Whereas, it is recognized that some changes to how overtime is distributed and on how overtime equity is achieved are needed to properly align overtime assignments with the Public Works division staff needed to fill these overtime assignments; and

Therefore, the City, Union and Employees agree to the following:

1. Regular overtime shall be defined as overtime distributed based on the duties associated with a specific job classification. Regular overtime does

not include filtration plant overtime, Streets and Parks based Winter Snow Operations, and overtime at Stanley Golf Course or Fairview Cemetery; and

2. Regular overtime will be distributed and overtime equity shall be achieved based on the job classifications within each of the five Public Works Divisions, i.e., Field Services, Utilities, Fleet and Facilities, Administrative and Recreation; and
  - a. Given the unique nature of their operations and licensing requirements, overtime distribution and equity associated with the Water Filtration Plant, Stanley Golf Course and Fairview Cemetery shall continue to exist outside the Division structure;
  - b. Snow overtime associated with the former Water Department and the former Facilities portion of the Property Management Division shall be included as regular overtime for each of those Divisions;
  - c. Regular Overtime equity shall be considered achieved for an employee within a job classification if an employee's hours are within 10% of the highest employee's overtime equity hours within the same job classification and within the same Public Works Division at the end of the overtime equity year;
  - d. The City will be bound to achieve the new overtime distribution and overtime equity associated with this M.O.U. once it is signed and as such will be required to provide the necessary training for employees to help ensure that they are qualified for overtime assignments for which they are eligible. The City's shall provide the necessary cross training by the end of December 2014 to ensure that Overtime Equity can be achieved for all affected job classifications. If an employee is not able to gain the necessary skills despite a good faith effort to provide training these situations will be handled on a case by case basis.
3. Snow overtime associated with the former Public Works Department and the former Parks and Recreation Department shall be considered shared overtime among

the Field Services and Utilities Divisions of Public Works. Snow overtime shall be offered and snow overtime equity shall be tracked separately from regular overtime. For overtime equity related to Public Works Winter Storm Operations the following shall apply:

- a. For purposes of calculating overtime equity, all Local 1186 job classifications in the Public Works Department for which a CDL is required shall be pooled during Winter Storm Operations with the following exceptions:
  - (1) Local 1186 Public Works Supervisors
  - (2) Local 1186 Fleet and Facility Division employees
  - (3) Local 1186 Water Caretakers
  - (4) Local 1186 Job classifications associated with the operation of the Water Treatment Plant
- b. For purposes of calculating overtime equity, all non-pooled Public Works job classifications shall be assigned overtime during Winter Storm Operations based on their job specification unless otherwise noted.
- c. Local 1186 Public Works Streets Foreman, Sanitation Foreman, Sewer Foreman, and the Parks Foreman with the most seniority shall serve as the "chasers" for Public Works' city street based snow operations, and shall be equalized together on the Snow Equity list.
- d. Local 1186 Supervisors from the Parks sub-division of Public Works Field Service Division shall serve as the primary supervisors for Public Works' city parks and sidewalk clearing based snow operations \*except as otherwise noted in item C.
- e. Local 1186 Supervisors from Public Works Utility Division shall serve as back-up supervisors for both the Public Works Street based and Parks based Winter Snow Operations, and are also eligible to work as back-up plow drivers except as otherwise noted in Item C.
- f. Local 1186 Public Works Fleet employees shall be pooled specifically for the Fleet Management duties related to Winter Snow Operations, and snow overtime shall be distributed and snow overtime equity shall be achieved accordingly. Related to this, a minimum

- of one (1) fleet mechanic shall be called in for half snow shifts, and a minimum of two (2) fleet mechanics shall be called in for full snow shifts.
- g. Any Local 1186 Public Works employee that holds a valid Class B CDL license is eligible to work as a back-up plow driver, or other similar duties, after all eligible employees on the "100% List" and the "Regular Snow Overtime Equity List" have been exhausted.
- h. All Snow Operations overtime hours offered or worked shall be charged to an employees' applicable equity list.
- i. Overtime for Public Works Winter Snow Operations shall be offered and assigned overtime and shall have overtime equity achieved based on the following:
- (1) Eligible "pooled" Public Works employees have the option of signing up for a "100% List" prior to the start of Winter Snow Operations season which shall be considered October 15th each year. Employees that sign up for the "100% List" will have first priority for call-ins and scheduled overtime related to Winter Snow Operations. For snow overtime equity purposes, employees on the "100% List" shall be equalized among each other.
  - (2) Employees that sign up for the "100% List" and get three (3) or more refusals each year over the course of two (2) consecutive winter seasons shall not be eligible for the "100% List" the following Snow Equity Year. Employees shall be eligible to sign up for the 100% list again after their one year ban.
  - (3) "Pooled" Public Works employees that do not sign upon the "100% List" shall be part of the Regular Snow Overtime Equity List and shall have secondary priority for call-ins and scheduled overtime related to Winter Snow Operations. For snow overtime equity purposes, "pooled" Public Works employees under this classification shall be equalized among each other.
  - (4) Employees with 3 or more refusals shall not be eligible for Winter Snow Operations overtime equity and any future call-ins for these employees shall be at the discretion of the

City. Employees with three (3) or more refusals shall typically be offered snow overtime prior to calling in outside contractors except in cases of emergency where the health and safety of the public is a major factor.

(5) The following language pertains to refusals as they relate towards Winter Snow Operations:

- i. An employee that cannot work a Snow Operations overtime assignment due to a military service commitment shall not be charged with a refusal.
- ii. An employee that cannot work a Snow Operations overtime assignment due to a medical issues or an illness that prevented them from working this overtime assignment shall not be charged a refusal provided they can provide a doctor's note or adequate documentation within seven (7) calendar days of the refusal.
- iii. Employees shall receive (2) pass per winter season from being charged a refusal for time they are on a pre-approved vacation. Each pass shall apply to vacation approvals of between 1 and 7 calendar days
- iv. Overtime hours not worked as described in bullets i., ii., and iii. shall be charged as not available and the overtime equity hours missed shall be charged to this employee.

j. Winter Storm Operations overtime equity shall be considered achieved for an employee if an employee's hours are within 10% of the average overtime equity amount for all the "pooled" eligible employees at the end of the overtime equity year;

k. Snow Equity Lists for all Public Works employees shall be revised after every storm and the list shall be conveniently posted as soon as possible.

4. If the City cannot fill its Winter Storm Operations to full staffing levels through a voluntary process, participation for Winter Storm Operations shall be mandatory and shifts shall be filled based on lowest to highest seniority. In cases where an employee has already refused this shift and is then required to work the refusal shall be removed. Cases of hardship

will be considered if it is necessary to fill snow shifts utilizing this provision.

5. Overtime equity for regular overtime, shall be tracked and equalized at the end of each calendar year (January 1st through December 31<sup>st</sup>) at which point a new equity year shall begin.
6. For regular overtime, overtime distribution and overtime equity under the new Public Works Department Division Structure shall begin January 1, 2014. Until that time overtime distribution and overtime equity shall continue to follow the old Department structure (Public Works, Parks and Recreation, Water, and Property Management). The exception to this is the old Parks Department's Snow Operation which will now be included in the overall Snow Operations overtime.
7. Overtime equity for Winter Snow Operation shall be tracked and equalized per winter season, and overtime distribution and overtime equity under the new Public Works Department Division Structure shall begin with the beginning of this upcoming winter season.
8. To better equalize the benefit of double time versus time and a half overtime assignments, all overtime equity shall be tracked based on overtime hours paid, and not on overtime hours worked.
9. If a permanent job classification employee is not available to fill an overtime assignment within a Division of Public Works, the City shall fill the overtime assignment using an acting employee from lower job classifications within the same division with one exception. Masonry overtime shall first be offered to the permanent Public Works Mason regardless of which Division the overtime assignment is associated with.
10. The City shall continue to work with the Union for language to replace the existing Snow Removal Operations language included in Article VI.9 of the current Local 1186 Agreement.
11. Upon the signing of this M.O.U. by all parties, the following Job Classifications included as Attachment A

to this M.O.U. shall be accepted and adopted as described below:

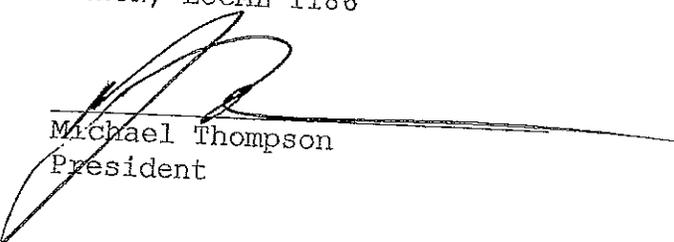
- a. For employees working in the Field Services Division and Fleet and Facilities Divisions, the General Laborer and Groundskeeper positions shall be combined in one position titled Public Works Maintainer which shall be paid at Pay Grade 21. All applicable staff occupying the old job positions shall assume the new job position once the M.O.U. is signed and ratified.
  - b. For employees working in the Utilities Division, the General Laborer and Water Utility Worker positions shall be combined in one position titled Utility Worker which shall be paid at Pay Grade 21. All applicable staff occupying the old job positions shall assume the new job position once the M.O.U. is signed and ratified.
  - c. The Equipment Operator and Tree Trimmer positions shall both be upgraded from Pay Grade 11A to Pay Grade 10A.
  - d. The Mason position shall be upgraded from Pay Grade 10A to Pay Grade 8A.
  - e. The Park Foreperson, Public Works Foreperson, and Water Foreperson positions shall be upgraded from Pay Grade 10A to Pay Grade 8A.
  - f. The Horticulturalist position shall be upgraded from Pay Grade 8A to Pay Grade 5B.
  - g. While this has already been implemented in practice, the Park General Foreperson position shall be upgraded from Pay Grade 8A to Pay Grade 5A.
  - h. Employees working in the existing job descriptions associated with these changes shall assume the new job classification upon the execution of the M.O.U.
  - i. See Attachment A for new and revised job specifications associated with this M.O.U.
12. Changes to, or the combination of positions, beyond those described in the M.O.U. associated with the

Public Works Reorganization shall be handled separately through negotiation.

13. The City agrees to maintain 150 field positions for the Local 1186 employees in the Public Works Department. This will require the addition of 8 positions being added compared to the current staffing levels. These figures include employees from Stanley Golf Course, Fairview Cemetery, Fleet and Parks Mechanics, Building Maintainers, Property Management security guards, parking attendants and custodians. Also included are water filter plant and water utility staff and the staff of the Parks, Streets, Sanitation and Sewer Divisions and all other 1186 field personnel. The City agrees to begin the hiring process within 100 days and to fill these positions within 18 months of the signing on this memorandum.
14. In the future, the City agrees to begin the hiring process for new vacancies within 180 days of the positions covered under this M.O.U. to maintain field staffing levels at 150 unless otherwise agreed to by both parties.
15. The contents with this M.O.U. shall be incorporated into the next Local 1186 Agreement that follows the signing of this document.
16. The ratification of this M.O.U. shall be included as part of the ratification of the upcoming Local 1186 Collective Bargaining Unit agreement.

Entered into this 28 day of October, 2013

UNION, LOCAL 1186

  
Michael Thompson  
President

CITY OF NEW BRITAIN

  
Tim O'Brien  
Mayor

CITY OF NEW BRITAIN

  
Karen R. Levine,  
Personnel Director

APPENDIX G

AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF NEW BRITAIN  
AND  
AFSCME LOCAL 1186

Whereas, the City of New Britain and AFSCME Local 1186 entered into a Memorandum of Understanding concerning Reorganization on October 28, 2013; and

Whereas, Paragraphs 13 and 14 of the October 28, 2013 Memorandum of Understanding provide that the City will maintain field staffing levels at 150 unless otherwise agreed to by both parties; and

Whereas, the City and Local 1186 want to revise Paragraphs 13 and 14 to provide that the City will maintain field staffing levels at 120; and

Whereas, Section 1.4 of the Collective Bargaining Agreement between the City of New Britain and AFSCME Local 1186 provides that the time period that seasonal employees can be employed; and

Whereas, the City and Local 1186 want to amend Section 1.4 to provide that seasonal employees in the Department of Public Works (which includes the former Parks and Water Departments) can be employed from March 1<sup>st</sup> through the 1<sup>st</sup> Friday in December each year; and

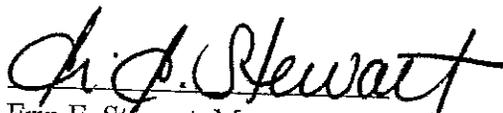
Therefore, the City and Local 1186 agree to the following:

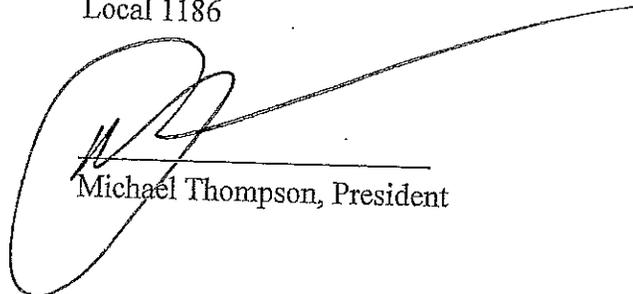
1. Paragraphs 13 and 14 of the October 28, 2013 Memorandum of Understanding shall be amended to provide that the City will maintain staffing levels at 120 rather than 150.
2. Effective March 1, 2014, Seasonal employees in the Department of Public Works may be employed from March 1<sup>st</sup> through the 1<sup>st</sup> Friday in December each year

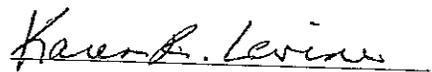
Dated this 6<sup>th</sup> day of December, 2013

City of New Britain

Local 1186

  
Erin E. Stewart, Mayor

  
Michael Thompson, President

  
Karen Levine, Personnel Director

AMENDMENT  
TO  
AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF NEW BRITAIN  
AND  
AFSCME LOCAL 1186

Whereas, the City of New Britain and AFSCME Local 1186 entered into a Memorandum of Understanding concerning Reorganization on October 28, 2013; and

Whereas, Paragraphs 13 and 14 of the October 28, 2013 Memorandum of Understanding provide that the City will maintain a field staffing level at 150 unless otherwise agreed to by both parties; and

Whereas, on December 6, 2013, the City and Local 1186 entered into an Amendment to that Memorandum of Understanding revising the field staffing level at 120; and

Whereas, given the City's current financial situation the City of New Britain and AFSCME Local 1186 wish to amend the December 6, 2013 Amendment to the Memorandum of Understanding;

Therefore, the City and Local 1186 agree to the following:

1. The current field staffing level is 106; and
2. The City of New Britain will fill the following acting positions, Traffic Bureau Maintainer, Cemetery General Foreperson, Scale Operator, Maintenance Mechanic (Water) (if a vacancy is created in this position), Vehicle Equipment Technician, Dispatcher (Water) and Equipment Operator through an internal posting process within two months if there are qualified internal applicants;
3. The City of New Britain will agree to undergo a hiring process to bring the field staffing level to 113. The City agrees to post the positions within 14 days upon signing of this Amendment. The City of New Britain will post vacant positions for 5 days and if these positions are not filled from that posting the City will

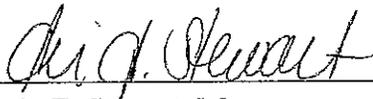
announce open competitive tests for the vacant positions within 30 days after the internal posting, will certify a list within 90 days of the announcement and will hire within 60 days of the certification of the list;

4. Local 1186 will agree to stay at the staffing level of 113 instead of insisting that the City hire to maintain the 120 field staffing level agreed to in the December 6, 2013 Amendment to the Memorandum of Understanding until June 30, 2015 as long as no member of Local 1186 is laid off between the signing of this Amendment and June 30, 2015;
5. If a member of Local 1186 is laid off between now and June 30, 2015, the City will be required to begin the process to hire to maintain the 120 field staff level within 60 days of the effective date of the layoff of the first member of Local 1186.
6. The City agrees that the custodian at the Water Department will be part of the next round hiring process when staffing is brought up to 120.

Dated this 21 day of November, 2014

City of New Britain

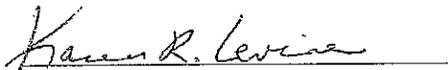
Local 1186



Erin E. Stewart, Mayor



Susan Egan, President



Karen Levine, Personnel Director

## APPENDIX I

### CITY OF NEW BRITAIN AND LOCAL 1186

**CLERICAL UPGRADES/CHANGES – Agreed to in the Tentative Agreement signed by the parties on November 4, 2013.**

**All upgrades and changes were effective January 1, 2014**

**PG1A** Eliminate (Administrative Clerk I)

**PG2** Eliminate (Accounting Clerk I)

**PG3** Eliminate Administrative Bookkeeper I, Office Equipment Operator and possibly Senior Center Program Assistant

**PG4** Combine Accounting Clerk II and Administrative Clerk II positions into new title of Administrative Assistant 1 and leave at PG4 except for Accounting Clerk II positions in Tax/Water, Accounting Clerk II position in Assessor, Administrative Clerk II position in Assessor, Accounting Clerk II position in Public Works and Administrative Clerk II position in parking tickets

Eliminate Administrative Secretary I

**PG5** Eliminate Administrative Bookkeeper II

Upgrade Assessment Aide (Accounting Clerk II and Administrative Clerk II positions in Assessor's office will be changed to Assessment Aide) PG5 Step 3

New classification of Revenue Collection Aide created for Accounting Clerk II position in Water/Tax and Administrative Clerk II in Parking Tickets PG 5 Step 3

Eliminate Administrative Clerk III, Client Services Supervisor, Client Services Tech and Legal Administrative Aide I

Veterans' Affair Clerk – change title to Administrative Assistant 2

**PG6** Account Clerk III, Accounting Assistant and Administrative Bookkeeper II position will be combined into Accounting Assistant classification and upgraded to pay grade 7 step 2

Financial Specialist and NRZ Coordinator will be placed in Pay grade 6

Administrative Assistant, Administrative Aide, Administrative Secretary II and Asst. Town & City Clerk be combined into new title of Administrative Assistant 3 but stays at pay grade 6

Legal Administrative Aide II in Building becomes Administrative Assistant 3, however, Legal Administrative Aide II in Corporation Counsel remains.

**PG7** Administrative Assistant – Water - title change to Revenue Specialist – Water Tax Assistant - Title change to Revenue Specialist - Tax

**\*Those positions with upgrades and remaining steps will advance steps on anniversary of date of upgrade**

**Where applicable, new job descriptions will be agreed upon by the parties**

**Parking Monitor will be placed in PG 35 Step 3**

APPENDIX J:

Memorandum of Understanding

Between

The City of New Britain

And

Local 1186

And

Michael Posten, Michael Plante and Sebastian Adorno

Whereas, Local 1186 claims that the position of Groundskeeper at Stanley Golf Course should have been upgraded in accordance with the Memorandum of Understanding signed by the parties on October 28, 2013 and is prepared to file a grievance; and

Whereas, the City of New Britain contests this claims; and

Whereas, the position of Groundskeeper at Stanley Golf Course is a technical position which requires unique expertise; and

Whereas, as a result the City of New Britain and Local 1186 would like to update the job description, change the title of the Groundskeeper position to Golf Maintainer and change the pay grade of that position; and

Therefore, to address these issues and in lieu of a grievance being filed, the City and Local 1186 agree to the following:

1. Effective upon the signing of this Memorandum of Understanding, the position of Groundskeeper' (Stanley Golf Course) shall become Golf Maintainer and the salary shall be changed from PG 35 to PG 21. See job description attached hereto which has been agreed to by the City and Union. The parties agree and understand that this change is effective upon signing and there will no retroactive wages and/or back pay; and
2. The hours and work schedule of the three current permanent Groundskeepers, Michael Posten, Michael Plante and Sebastian Adorno shall remain unchanged.
3. As Michael Posten, Michael Plante and Sebastian Adorno retire, the new hours and work schedule for those hired as Golf Maintainers shall be 6:00 a.m. to 2:00 p.m. with a half hour paid lunch and a 15 minute break in the morning from the first Monday on or after April 17<sup>th</sup> through the last Friday of September and 7:00 am to 3:00 pm from the last Friday of September through the first Monday on or

after April 17<sup>th</sup> as set forth in the August 3, 2009 MOU which is attached hereto, however, no stipend will be paid; and

4. Given the unique nature of their operations and licensing requirements, overtime associated with Stanley Golf Course will remain unchanged;

Dated this 2<sup>nd</sup> day of APRIL, 2014

Local 1186

  
Susan Egan, President

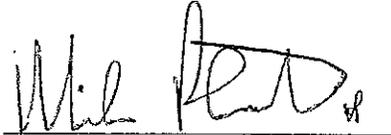
City of New Britain

  
Mark Moriarty, Director of  
Public Works

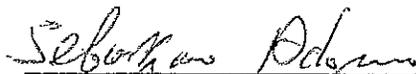
Michael Posten

  
Michael Posten

Michael Plante

  
Michael Plante

Sebastian Adorno

  
Sebastian Adorno

## City of New Britain

### Title: Golf Maintainer

**Job Summary:** Performs skilled and semi-skilled tasks in the construction, installation, repair and maintenance of golf course grounds, recreational areas and physical facilities; drives truck to haul materials and to plow and sand roads; and performs general maintenance work.

**Supervision Received:** Receives general supervision from Golf Course Superintendent and Assistant Golf Course Superintendent. Performs assigned tasks independently.

### Examples of Essential Duties:

1. Prepares tractor, mowers, greens equipment and attachments. Services tractor and equipment with fuel, lubricants and accessories. During operation observes performance of equipment and reports equipment problems to mechanic. Operates tractor, mowers and greens equipment to mow roughs, fairways, trim and maintain greens and to clear roads.
2. Uses hand tools to repair damage to greens, tees and facilities, and to relocate cups. Uses chain saws and hand tools to remove brush and prune trees. Grades, fertilizes, seeds and prepares playing areas. Operates and performs general maintenance on irrigation system; makes minor plumbing repairs to sprinklers and drinking fountains. Uses hand tools to plant and care for trees, shrubs, and flower beds.
3. Performs semi-skilled tasks in the repair and maintenance of golf course buildings, facilities and equipment, including rough carpentry, painting and minor plumbing repairs. Rakes leaves, collects debris, picks up litter and removes rubbish. Performs heavy manual labor in the removal of debris.
4. Drives truck in winter and storm emergency work. Prepares truck and auxiliary equipment. Services truck and equipment with fuel, lubricants, and accessories. Makes routine safety check before and after operating truck and equipment. Operates dump truck to haul and remove materials, plow and sand roads. Operates snow removal equipment including snow blowers. Hoists tool and equipment to Tree Trimmer and lowers branches with ropes or block and tackle. Positions and steadies ladders. Assists in removing trees, branches and tree trunks, stumps.

**Examples of Incidental Duties:**

1. Uses a variety of hand and power tools including chain saw, water pump, leaf machine, brush cutter, rake, shovel, etc. Follows safety procedures and practices at all times, and wears protective clothing and equipment as necessary.
2. Provides information and assistance to golfers. Observes course regulations in carrying out duties to enhance recreation of golfers.
3. Assists Mechanic and Grinder in repair and maintenance tasks as necessary. Cleans and maintains equipment and tools. Performs related work as required.

**Knowledge, Skills And Abilities Required:** A working knowledge of golf course maintenance, including the care and maintenance of greens, fairways, and irrigation equipment. Ability to perform semi-skilled tasks in the maintenance of course facilities, including rough carpentry, painting and minor plumbing. Ability to operate tractor, mowing equipment, and power tools used in course maintenance. Ability to perform preventive maintenance on assigned equipment, tools, etc. Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagrammatic form. A working knowledge of safety procedures and practices. Ability to work cooperatively with other employees and to relate positively to the public.

**Minimum Qualifications Required:** The skills and knowledge required would generally be acquired with graduation from high schools or vocational technical school, and two years experience in golf course maintenance, landscaping, or parks and grounds maintenance, or an equivalent combination of education and experience.

**License or Certificate:** Connecticut Class B CDL. Certification by DEP as a Pesticide Applicator in accordance with Sec. 22a-54. CGS desirable.

**Physical Exertion/ Environmental Conditions:** Performs duties in extreme weather conditions, including heat, cold, rain or snow. Must wear protective clothing and safety equipment. Must be able to lift and/or carry objects of medium to heavy weight. Some highway driving may be required to carry out duties. Exposed to hazardous conditions during routine work and in general emergencies. Physical strength and agility sufficient to do heavy manual work.

**NOTE:** The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

APPENDIX K

Memorandum of Understanding

Between

The City of New Britain

And

Local 1186

Whereas, given the consolidation of the Public Works, Parks and Water Departments, the City of New Britain would like to consolidate the classifications of Park Mechanic, Vehicle Equipment Technician Golf Course Mechanic, Mechanic I, Mechanic II and welder/fabricator; and

Whereas, Local 1186 is agreeable to this consolidation but claims that given the different job duties involved the consolidated classification should be paid at a higher pay grade; and

Whereas, as a result the City of New Britain and Local 1186 would like to consolidate the job descriptions for the Park Mechanic, Vehicle Equipment Technician, Golf Course Mechanic, Mechanic I, Mechanic II and welder/fabricator under the title of Public Works Vehicle and Equipment Technician and change the pay grade of that position; and

Therefore, to address these issues, the City and Local 1186 agree to the following:

1. Effective upon the signing of this Memorandum of Understanding, the positions of Park Mechanic, Vehicle Equipment Technician, Golf Course Mechanic, Mechanic I, Mechanic II and welder/fabricator shall be consolidated into Public Works Vehicle and Equipment Technician and the salary shall be changed from PG 10A to PG 8A. See job description attached hereto which has been agreed to by the City and Union. The parties agree and understand that this change is effective upon signing and there will be no retroactive wages and/or back pay; and
2. The hours and work schedule of the Public Works Vehicle and Equipment Technician assigned to Stanley Golf Course shall remain as set forth in the August 3, 2009 MOU, however that position shall no longer be paid a stipend. The assignment of a Public Works Vehicle and Equipment Technician to Stanley Golf Course shall at first be on a voluntary basis with volunteers rotating in the assignment. The period of rotation shall be in the discretion of the City. If no one volunteers, the parties agree that the City has the right to assign the Public Works Vehicle and Equipment Technicians on a rotating basis to Stanley Golf Course and this assignment shall not

be subject to the grievance procedures. The period of rotation shall be in the discretion of the City.

3. The Union agrees that the jumping of cars is not a specific job duty of the Public Works Vehicle and Equipment Technician, and that the jumping of cars can be performed by other classifications of employees both during regular work hours and during overtime assignments.
4. The Union agrees that the Public Works Vehicle and Equipment Technician are under the supervision of the Mechanic Foreperson and the Fleet Manager and the Union agrees further that it shall not file any other requests for an upgrade or salary adjustment as the result of this MOU and the change in the salary of the Public Works Vehicle and Equipment Technician.

Dated this 21 day of NOVEMBER, 2014

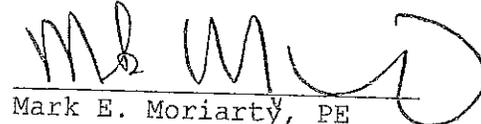
Local 1186

City of New Britain

  
Ed Thibodeau  
Council 4, ASFCME

  
Erin Stewart  
Mayor, City of New Britain

  
Susan Egan  
Local 1186 President

  
Mark E. Moriarty, PE  
Director of Public Works

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF NEW BRITAIN  
AND  
LOCAL 1186, AFSCME, COUNCIL 4, AFL-CIO

AUGUST 3, 2009

This Agreement is entered into by and between the CITY OF NEW BRITAIN, hereinafter referred to as the "Employer", and LOCAL 1186, AFSCME, COUNCIL 4, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

Whereas, the City of New Britain and Local 1186 are subject to a collective bargaining agreement; and

Whereas, the hours of operation for Parks and Recreation Department Golf Division (Stanley Golf Course) of the Parks and Recreation Department are 7:00 a.m. to 3:00 p.m. with a forty minute break in the morning and an unpaid half hour lunch; and

Whereas, the City of New Britain and Local 1186 have agreed to change the work hours of the Golf Division during the summer months;

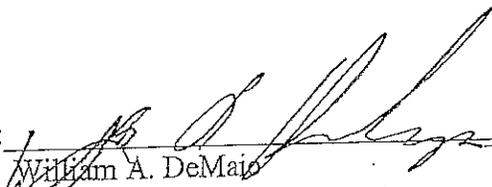
Now, therefore, in exchange of the mutual promises and considerations contained herein, the City of New Britain and Local 1186 agrees as follows:

- (1) From the first Monday on or after April 17th through the last Friday of September, the Golf Division will change its work hours from 6:00 a.m. to 2:00 p.m. with a half hour paid lunch and a 15 minute break in the morning;
- (2) After the last Friday of September, the Golf Division will resort back to the winter season hours of 7:00 a.m. - 3:00 p.m.;
- (3) Full time, permanent employees of the Golf Division will receive a stipend payment during each year this Memorandum of Agreement is in effect, in the following amounts: Groundskeepers, \$3,500.00; Mechanic, \$2,000.00; Technician, \$4,200.00. The stipend payment will be paid in two equal installments, the first to be paid the last week of July and the second to be paid the first week of October;

- (4) All Golf Division employees and seasonal workers assigned to the Golf Course will report to work on Monday through Friday excluding holidays from 6:00 a.m. to 2:00 p.m. during the summer hours schedule and 7:00 a.m. - 3:00 p.m. during the winter months;
- (5) Local 1186 agrees that overtime at the Golf Course will be first offered to full-time permanent employees of the Golf course in Local 1186. If all full-time permanent employees of the Golf Course in Local 1186 refuse, the City can then use seasonal workers assigned to the Golf Course for overtime;
- (6) It is agreed that if one of the three full-time permanent groundskeepers, one mechanic, and one technician should leave during the term of this agreement the City will do its best to fill that position, in order to keep the same amount of Local 1186 employees.
- (7) The parties further agree that the resolution of this matter shall not serve as a precedent for any future matter involving any other member of Local 1186, division or department.
- (8) In consideration of the above the City agrees to the withdrawal and closing of MEPP - 27999 and the Union agrees to the withdrawal and closing of grievances CH 10-09 and CH 13-09.

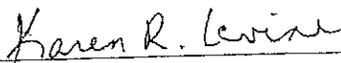
IN WITNESS WHEREOF, We have hereunto set our hands and seals this 3<sup>rd</sup> day of August, 2009.

FOR THE CITY:

By:   
William A. DeMaio  
Director of Parks and Recreation

FOR THE UNION:

By:   
James Amato  
President, Local 1186

By:   
Karen R. Levine  
Personnel Director

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF NEW BRITAIN  
AND  
LOCAL 1186, AFSCME, COUNCIL 4, AFL-CIO

AUGUST 25, 2009

This Agreement is entered into by and between the CITY OF NEW BRITAIN, hereinafter referred to as the "Employer", and LOCAL 1186, AFSCME, COUNCIL 4, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

- (1) The City and the Union agree that any paid parking event at the Willowbrook Park Complex not sponsored by the New Britain Rock Cats shall be staffed by two (2) Park Department Groundskeepers for parking duties.
- (9) In consideration of the above the Union agrees to the withdrawal and closing of Grievances # CH-26-08 and #CH-37-08.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 25<sup>th</sup> day of August, 2009.

FOR THE CITY:

By: 

William A. DeMaio  
Director of Parks and Recreation

FOR THE UNION:

By: 

James Amato  
President, Local 1186

By: 

Karen R. Levine  
Personnel Director

