



**AGREEMENT BETWEEN  
THE  
CITY OF NEW BRITAIN  
AND  
LOCAL 818, COUNCIL 4 OF  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO**

**January 1, 2019 through December 31, 2022**

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This agreement is entered into by and between the City of New Britain, Connecticut (hereinafter referred to as the "City") and Local 818 A.F.S.C.M.E., Council 4, AFL-CIO (hereinafter referred to as the "Union"). It is the intention of the parties entering into this agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the City to the Public.

## **ARTICLE I**

### **UNION RECOGNITION**

#### **Section 1.0**

The City recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all supervisory employees, excluding employees covered under agreements between the City and Local 1186, A.F.S.C.M.E., Council 4, AFL-CIO, Local 1303, CILU Local 25, and the Director of Finance, the Personnel Director, the Chief of Police, the Deputy Chief of Police, the Chief Fire Engineer, and the Assistant Chief Fire Engineer.

#### **Section 1.1**

If the City shall create any new supervisory position(s) in any other department other than the Department of Municipal Development (DMD), 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 that 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 shall negotiate the proper pay grade. All other terms and provisions of the bargaining unit agreement apply.

#### **Section 1.2**

If the City shall create any new supervisory position(s) during the life of this agreement in the Department of Municipal Development (DMD), all terms and conditions included in Section 1.1 above apply, with the exception of Section 4.2 (a), Section 11.2 and Section 11.3a of the bargaining unit agreement.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **Section 2.0**

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

vested solely and exclusively in the City.

### **ARTICLE III**

#### **UNION SECURITY**

##### **Section 3.0**

The City agrees to deduct an initiation fee, 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 employee to make such deduction.

##### **Section 3.1**

Deductions shall be made weekly and shall be remitted to the Financial Officer of the Union not later than the last day of each month.

##### **Section 3.2**

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

##### **Section 3.3**

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

##### **Section 3.4**

All employees in the collective bargaining unit within thirty (30) days from the effective date of this contract, or from the date of their employment by the City, shall as a condition of employment, become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union, or alternatively pay to the Union a service fee equivalent to the amount uniformly required of members, during the term of this agreement or extension thereof.

##### **Section 3.5**

The City agrees that there will be no lockout of any employee(s) during the life of this agreement. The Union and the individual employees covered by this agreement expressly agree that there will be no strike, slowdown, work stoppage or other interference with the operation of the City during the life of this agreement.

##### **Section 3.6**

The City will permit the use of a portion of any bulletin board established for the use of Local 818, A.F.S.C.M.E., Council 4, AFL-CIO.

### **Section 3.7**

The City will provide each employee with a copy of this agreement within thirty (30) days after the effective date of this agreement. New employees will be given a copy of this agreement at the time of hire.

## **ARTICLE IV SENIORITY**

### **Section 4.0**

Seniority is defined as the length of service of the employee from his/her last date of employment by the City. Service as a temporary full-time or temporary part-time employee does not and shall not count towards seniority.

### **Section 4.1 PROBATION**

The first twelve (12) months of service in any given position shall be considered probationary. During such period, the employee shall be subject to all other clauses of this agreement, but shall be on probation and may be discharged (in the case of new employees) or demoted to his/her former position (in the case of promotions) by the City without recourse to the grievance and arbitration provision of this agreement.

### **Section 4.2 LAYOFF**

- (a) In any classification which is staffed by more than one (1) employee, the sequence of layoff shall be governed by seniority. Additionally, in lieu of layoff, any employee may elect to displace any less senior employee in an equal or lower position which he/she has previously performed successfully, or has the minimum qualifications of the classification as determined by the Personnel Director.
- (b) The City shall place any laid off bargaining unit member in any lesser position which is to be filled at entry level, with the exception of Police and Fire, provided that the employee meets the minimum qualifications for any such position as determined by the Personnel Director. All laid off bargaining unit members are to be notified of the availability of any entry level position, with the exception of Police and Fire, as they become available and prior to any appointment being made. The laid off bargaining unit member must request, in writing, his/her appointment to the entry level position within one (1) week of the receipt of such notification.
- (c) In any classification within the Department of Municipal Development (DMD) which is staffed by more than one (1) employee, the sequence of layoff shall be governed by seniority. Additionally, in lieu of layoff, any employee of DMD may elect to displace any less senior employee of DMD in an equal or lower position which he/she has previously performed successfully, or has the minimum qualifications of the classification as determined by the Personnel Director.

- (d) In the event of a layoff, durational employees may displace only other durational employees and then only those of less seniority in an equal or lower position which he/she has previously performed successfully or has the minimum qualifications for, as deemed by the Personnel Director.

Durational Employees are defined as those employees that are hired for a specific municipal project for a predetermined period of time. The anticipated length of their service and the special nature of their employment must be included in job announcements. The employee must acknowledge, in writing, at time of hire that he/she is aware of their status as a durational employee. If job announcements do not describe a specific hiring as durational and if the employee does not acknowledge, in writing, at time of hire, their awareness of the anticipated termination date, they shall not be considered durational employees.

The City may extend the length of employment of durational employees at any time without approval of the Union.

#### **Section 4.3 LAY-OFF NOTICE**

Any employee laid off because of the elimination of a position shall be given sixty (60) calendar days' notice of such action. Elimination of the position shall be defined as the separation of an employee from the service for an indefinite period by reason of lack of funding or lack of work. If a position is eliminated under the terms of this section, the significant functions of the position must cease to be performed by the City or its agent. Such employee shall be entitled to return to the employment of the City in the position which was eliminated within three (3) years of the layoff date provided that the employee is able to perform the duties of the position and provided further that the employee notified the City of his/her intent to accept recall within two (2) weeks after the City forwards a notice of recall to the employee at his/her last known address by certified mail. Extenuating circumstances shall be taken into consideration.

#### **Section 4.4 SUPER SENIORITY**

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

- President
- Vice-President
- Secretary
- Treasurer
- Chief Steward

Super seniority shall not be extended to durational employees who hold Union office.

## **ARTICLE V**

### **HOURS OF WORK**

#### **Section 5.0**

The regular work day and work week for bargaining unit employees shall be seven and one quarter (7-1/4 ) hours per day and five (5) consecutive days a week, Monday through Friday, for a total of thirty six and one fourth (36-1/4) hours per week. However, any employee required to work a schedule of six (6) days per week on a regular basis shall be compensated for such sixth (6th) day at the rate of one fifth (1/5) of his/her weekly rate of pay.

#### **Section 5.1 COMPENSATORY TIME**

After the ratification date of this contract, employees will not be allowed to accrue more than 50 hours of compensatory time during the fiscal year, with the exceptions of Emergencies call ins, Council Meetings, Board or Commission Meetings, Regulatory Meetings, Vendor Meetings, Regional, State or Federal Meetings, Mayor/(His or Her Designees) Requests, or Statutory Deadlines set forth by the Local, Regional, State or Federal Guidelines & Reporting Requirements such as the City Charter or Ordinances as approved by respective department heads or Mayor designee.

Any employee who is scheduled to attend a meeting of the Common Council or any City board, commission, or committee outside of his/her work hours shall be guaranteed a minimum of two (2) hours of compensatory time per meeting.

- (a) Any hours worked over and above the regular work day and work week must be approved by the Department Head, and/or the Mayor or Mayor's designee in the absence of a Department Head, either permanently or temporarily, and will be credited at the rate of time and one half (1-1/2). Hours worked on Sundays and Holidays will be credited at the rate of two (2) times. There will be a minimum of two (2) hours compensatory time credited on all call backs or on Saturdays, Sundays and Holidays.
- (b) Any compensatory time earned must be used within one year of the date earned. Compensatory time not taken by the end of the ninth month may be assigned by the Department Head, Mayor or Mayor's designee. If a balance of compensatory time remains, the City may elect to carryover the time or make a payment at the appropriate rate in lieu of carryover.
- (c) The City, at any time, may elect cash payment at the appropriate rate in lieu of time accrual as a method of compensation for hours worked under the provisions of this section.
- (d) The City must notify the employee by the first of October of each calendar year as to whether or not a cash payment will be made for compensatory time that year. If the City chooses not to make cash payment or no notification is made, the Union member may

take the time off at their discretion during the months of October, November and December. Compensatory time earned during the last calendar quarter may be carried over for nine months into the next calendar year. All compensatory time shall be used on the basis of oldest accrual first.

- (e) No more than five (5) consecutive days of compensatory time can be taken during the first nine months of the year unless approved by the Department Head, Mayor or Mayor's designee. All time off must be approved in advance, except during October, November and December. During these months the Union member must provide the Department Head with a schedule of use of the compensatory time to be taken.

## **ARTICLE VI**

### **LEAVE PROVISIONS**

#### **Section 6.0a SICK LEAVE**

Each employee hired prior to July 1, 1998 shall receive leave of absence with full pay for sickness at the rate of one and one quarter (1-1/4) days per month. Employees may accumulate sick days without limit. Upon written request, each employee shall be notified of accumulated sick leave by letter during the month of January of each year.

#### **Section 6.0b SICK LEAVE**

Each new employee hired after July 1, 1998 shall receive full pay for sickness at the rate of one (1) day per month. Employees may accumulate sick days without limit. Upon written request, each employee shall be notified of accumulated sick leave by letter during the month of January of each year.

#### **Section 6. 1 PERSONAL TIME**

Each employee shall receive four (4) paid personal days every First of July. For each six month period of perfect attendance the employee shall receive an additional personal day.

- (A) Personal days, vacation days, holidays, funeral leave days not chargeable to sick leave and days covered by Workers Compensation shall not break continuity for perfect attendance.
- (B) In the event that continuity is broken, a new six (6) month accumulation period shall begin immediately upon the employee's return to work.
- (C) The Department Head shall be notified at least forty eight (48) hours in advance when the employee is taking personal time. This shall not preclude the Department Head/Appointing Authority from granting such time off with lesser notice.
- (D) Personal days must be used within one (1) year from the date earned.



## **Section 6.2 SICK LEAVE**

Paid sick leave for any day will be allowed only if an employee reports such absence to the immediate supervisor or authorized agent within a reasonable period of time that day. Extenuating circumstances will be taken into consideration.

## **Section 6.3 SICK LEAVE**

Sick leave in excess of any quantity accumulated and used under subsections 6.0a and 6.0b may be granted by the respective Department Head with the prior written approval of the Personnel Director who shall be presented with a complete statement as to the reason and necessity for such extension. Such extended paid sick leave may be granted up to a limit of thirty (30) work days provided that the employee, upon return to work, pays such leave back at the rate of one half (1/2) day per month, while the balance of three quarters (3/4) day (or, in the case of employees who earn one (1) day per month under subsection 6.0b, the balance of one half (1/2) day) will be credited to the employee's sick leave account. In the discretion of the Personnel Director, such sick leave extensions will not become effective until the employee has exhausted all other paid time accrued. At the time of any such advance of sick leave, the employee shall agree in writing that he/she shall be personally liable to repay the City in cash for any unpaid balance due to the City in the event that the employee leaves the employment of the City without having paid such advanced time back.

## **Section 6.4 FUNERAL LEAVE**

In the event of death in the employee's immediate family or the immediate family of his/her spouse, the employee shall be granted a minimum of three (3) days and may request up to five (5) successive regular work days absence without loss of pay to attend the funeral except that the minimum time for a brother in law and/or sister in law shall be two (2) days.

Three (3) of the five (5) working days are not to be deducted from the employees sick leave account. The use of sick leave under this section shall not be a factor or consideration in any annual performance evaluation.

Immediate family for purpose of this clause is defined as parents, step parents, foster parents, grandparents, spouse, brother, sister, child, step child, foster 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.

## **Section 6.5 SICK LEAVE SETTLEMENT**

A. For employees hired before July 1, 1998, at the time of their retirement or death, he/she or his/her beneficiary shall receive, on the basis of current wages, full compensation for any unused accumulated sick leave in accordance with the following formula:

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

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

B. There shall be no compensation for unused accumulated sick leave for employees hired after July 1, 1998.

## **Section 6.6 WORKERS COMPENSATION**

An employee absent from work because of any injury or incapacity entitling the employee to compensation under the Workers Compensation Act may elect to have the difference between compensation payments and regular wages charged against their accumulated sick leave reserve. Upon exhaustion of accumulated sick leave, the City shall make up the difference between compensation payments and regular wages, provided the City may require an examination by a physician acceptable to the City and the Union who is familiar with the type of injury involved, and a certification by such physician that the employee is physically unable to return to work, as a condition of such payments.

## **Section 6.7 MILITARY RESERVE**

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

## **Section 6.8 FAMILY LEAVE**

When the serious illness of a member of the employees immediate family requires the employee's personal attendance, up to five (5) working days chargeable to sick leave shall be granted; provided, however, that the employee shall, unless otherwise excused by the Personnel Director, furnish a medical certificate. For purposes of immediate family, it is defined as spouse, parents, step parents, foster parents, grandparents, child, step child, foster child, brother, sister or a relative domiciled in the household.

## **Section 6.9 LEAVE OF ABSENCE**

Upon written request and with approval of the Department Head and the Personnel Director, a leave of absence for a specific 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.

## **Section 6.10 UNION FUNCTIONS**

Authorized Union Functions: Union officers and/or delegates, not to exceed two (2) shall be granted leave with pay, not to exceed one (1) week each per contract year (two (2) weeks each in alternate contract years when the International AFSCME Convention is held) to attend officially sponsored meetings, conferences, or conventions, providing no compensation for lost time is received by the employee from the Union. Prior notification of at least forty eight (48) hours of such leave of absence must be given to the Personnel Director who shall notify the Department Head. This shall not preclude the Personnel Director from granting such time off with lesser notice.

### **Section 6.11 JURY DUTY**

Employees 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.

### **Section 6.12 MATERNITY LEAVE**

Unpaid maternity leaves shall be granted for a period of up to 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 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. An unpaid parenting leave shall be considered in accordance with provisions of Section 6.9 of this agreement.

### **Section 6.13 SICK LEAVE**

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

### **Section 6.14 ALTERNATIVE WORK WEEK**

It is the intent of this procedure to allow Local 818 employees the opportunity to request alternate work week schedules in lieu of the hours outlined in Section 5.0 above.

### **GUIDELINES**

1. Any proposal for an alternate workweek shall be submitted by the employee requesting the alternate schedule to his or her respective department head. In the absence of any permanent department head, the request should be forwarded directly to the Mayor.
2. Individual requests may be made at any time of the fiscal year, but not more than once every twelve (12) months.
3. The alternate work week request shall take effect only with the prior approval of the department head and the Mayor. The following factors may be considered in evaluating the request:
  - a. 5 day office coverage is maintained by the department or division;
  - b. no net loss in service to the public and/or other City departments;
  - c. performance history of the employee and the merits of the employee's request.
4. If the proposal is initially denied by the department head, the employee may request a review by the Mayor who may refer it to any appropriate person(s) for additional input before a final decision is made.

5. If the proposal is approved, it will be reviewed in six (6) month intervals to assure that the alternate work schedule is effective for the employee and the department. However, if unanticipated circumstances occur, the department head or the Mayor or the employee may immediately suspend or terminate the alternate work week.
6. The Department Head and/or the Mayor may limit the number of departmental or divisional alternate work schedules (if approved) based on the needs of the City.
7. The alternate work week will revert back to the regular work week when authorized holidays occur in that week.
8. The decision to approve, disapprove or to discount or to suspend an alternate work week schedule is not grievable under the provisions of the Local 818 contract.
9. No approval of any employee's request shall serve as a precedent or a condition of granting any other Local 818 employee's request for an alternate work week.

## ARTICLE VII VACATIONS

### **Section 7.0**

- (A) An employee who was hired prior to the ratification date of this contract 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) An 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 as of the anniversary date of his/her employment shall be entitled to a vacation with pay as follows:

<b><u>YEARS OF CONTINUOUS SERVICE</u></b>	<b><u>AMOUNT OF VACATION</u></b>
TWO (2) YEARS - FOUR(4) YEARS .....	ELEVEN (11) WORKING DAYS
FIVE (5) YEARS – NINE (9) YEARS.....	SEVENTEEN (17) WORKING DAYS
TEN (10) YEARS .....	EIGHTEEN (18) WORKING DAYS
ELEVEN (11) YEARS .....	NINETEEN(19) WORKING DAYS
TWELVE (12) – FOURTEEN (14) YEARS.....	TWENTY (20) WORKING DAYS
FIFTEEN (15) - SEVENTEEN(17) YEARS.....	TWENTY TWO(22) WORKING DAYS
EIGHTEEN (18) YEARS .....	TWENTY THREE(23) WORKING DAYS
NINETEEN (19) YEARS .....	TWENTY FOUR(24) WORKING DAYS

TWENTY (20) YEARS ..... TWENTY FIVE (25) WORKING DAYS

Employees hired after ratification of this contract are entitled to vacation as follows:

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

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

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

Ten (10) years and 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 of service.

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

Twenty-one (21) years and 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 years of service.

#### **Section 7.1 VACATION SCHEDULING**

The vacation period will be set by mutual agreement between the Department Head and the employee. Employees who do not have a Department Head shall make their vacation arrangements with their Appointing Authority and with the Office of the Mayor.

#### **Section 7.2 VACATION SETTLEMENT**

- (A) Any accrued pro-rata pay due an employee at the time of voluntary termination shall be paid provided the employee has given at least two (2) weeks notice to the Personnel Director.
- (B) In the event of the death of an employee, the employee's legal representative shall receive any accrued pro-rata vacation pay.
- (C) Any accrued pro-rata vacation due an employee, or the employee's legal representative, at the time of separation from the City service, regardless of the reason, shall be paid in a lump sum.

### **Section 7.3**

When a Holiday as specified in Section 9.0 occurs during a regular vacation, such time shall be charged as a Holiday and the employee shall not be charged a vacation day for such time.

### **Section 7.4**

Vacation time is accrued retrospectively; e.g., if an employee's anniversary date is August 1, 2008 and the employee will have completed 10 years of service on that date, the employee will have 18 days of vacation time to use between August 1, 2008 and July 31, 2009.

If this employee leaves the City's employ prior to August 1, 2008, the employee will be paid the following:

- a) his/her anniversary date accrual (minus any days taken – if applicable); plus
- b) approved carry-over vacation accrual within the limits of this contract section (i.e. up to 20 days minus any days taken – if applicable); plus
- c) the pro-rata number of days accumulated on a monthly basis subsequent to the anniversary date.

Vacations shall not be accumulated but must be taken within one (1) year of the date earned unless written permission is granted by the Personnel Director and/or Mayor. The Personnel Director and/or Mayor may grant a carry-over of up to 20 days of vacation. Any days which the Personnel Director and/or Mayor allow to be carried over must be used within 6 months of the employee's anniversary date or said days will be forfeited.

### **Section 7.5 ADDITIONAL VACATION**

Any employee may purchase up to one week of additional vacation time in the following manner: after the additional time has been used, the cost will be prorated and a portion deducted from the employees pay check each week for one year. The additional vacation time must be paid back within one calendar year.

## **ARTICLE VIII**

### **DISCIPLINARY PROCEDURE**

### **Section 8.0**

All disciplinary actions shall be for just cause, shall be applied in a fair manner and shall be consistent with the infraction. The Department Head, where applicable, has the authority to discipline for up to fifteen (15) days suspension without pay. Disciplinary actions greater than fifteen days, and discharge, may be issued by the Mayor regardless of any board or commission.

In departments where there is no Department Head, the Mayor has full authority under this article.

### **Section 8.1 ACTION IN WRITING**

All suspensions and discharges must be stated in writing with reason given and a copy given to the employee and the Union President at the time of suspension or discharge.

### **Section 8.2 RECORDS**

The disciplinary record of any employee given a letter of reprimand under the provisions of this article shall be removed after a period of one (1) year, unless during that year the employee has been disciplined again for the same offense. Any disciplinary action appealed through the grievance procedure and found to be without just cause shall be removed from the employee's record immediately.

### **Section 8.3**

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

Prior to the imposition of discipline, the following will normally occur:

- (A) Corrective interview conducted during an informal meeting between the Department Head and the employee. The results of the interview shall be reduced to writing by the Department Head and a copy provided to the employee and the Union. Reference shall be made to the required corrective action.
- (B) Oral Warning, putting the employee on notice that unless improvement is shown, disciplinary action will be taken.

Subsequent to a corrective interview or oral warning, as may occur, the following discipline may be imposed:

- (A) Letter of reprimand from the Department Head containing a statement of prior efforts made to direct the employee's improvement and specifying a time limit within which a level of improvement must be made.
- (B) Suspension without pay.
- (C) Dismissal.

The order of disciplinary steps 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.

## **ARTICLE IX HOLIDAYS**

### **Section 9.0**

The recognized paid holidays shall be as follows:

New Years Day	Columbus Day	Christmas Day
Good Friday	Labor Day	Veteran's Day
Martin Luther King Day	Memorial Day	Thanksgiving Day
Lincoln's Birthday	Independence Day	Day after Thanksgiving
	Washington's Birthday	

One (1) Floating Holiday per fiscal year and any holiday officially proclaimed as such by the Congress of the United States or the legislature of the State of Connecticut.

### **Section 9.1**

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

### **Section 9.2**

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

### **Section 9.3**

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

## **ARTICLE X WAGES**

### **Section 10.0 PAY GRADES**

The salary rates in effect for employees covered under the agreement shall be in accordance with Appendix B which is attached hereto as a part hereof. For the period January 1, 2019 through December 31, 2022, the increases shall be as follows:

1/1/2019	0.00%
1/1/2020	2.00%
1/1/2021	2.25%
1/1/2022	2.50%

In addition to the salary increases in Section 10.0 A, employee who permanently reside in the City of New Britain shall receive an additional .5% increase (the "Residency Incentive") on



7/1/19, 7/1/20, 7/1/21 and 7/1/22. For the purpose of this section, "Permanent Residency" shall mean proof of residency for a period of not less than six months immediately preceding the effective date of an incentive increase and continuous residency for any further incentive increases. The City shall have exclusive authority to determine what constitutes proof and residency. This Residency Incentive shall terminate effective immediately in the event that an employee discontinues Permanent Residency, but, in any such case, said employee shall not thereafter be precluded from re-establishing Permanent Residency (in accordance with the requirement of this paragraph) for purposes of any future Residency Incentive.

#### **Section 10.0 PAY STEPS**

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

#### **Section 10.1 PROMOTIONS**

Any employee within the bargaining unit who is promoted to a new classification shall be placed on a step of the schedule for the classification which is at least equal to the next higher step in his/her former classification with a minimum increase of ten (10) percent whichever is greater.

#### **Section 10.2 ACTING ASSIGNMENTS**

- (A) Any Local 818 bargaining unit employee who has been formally assigned to an acting position other than as a department head in or outside the bargaining unit shall receive not less than one (1) full step at the higher level positions pay grade above his/her present rate or the minimum step of the position to which he/she is appointed in an acting capacity, whichever is greater, and any negotiated increases as they become due. If an employee serves in an acting position for more than one; (1) year, he/she shall be advanced to the next pay step, in the higher level positions pay grade, if applicable.
- (B) At the sole discretion of the City, a bargaining unit vacancy may be filled by a City employee on an acting basis. A position may be filled on an acting basis for a period not to exceed six (6) months.
- (C) Long Term Acting is defined as an acting assignment for more than twenty consecutive working days.
  - 1. If a department head is absent, long term, the City agrees to assign an employee to act for the department head. In those cases where the language in a Local 818 job description requires a Local 818 employee to act for the Department Head, that employee must be assigned. If a Local 818 employee is assigned, he or she must accept the assignment.
  - 2. Any 818 employee assigned to a long term acting assignment will be paid at the lowest step of the pay grade for the respective position or fifteen percent above the employee's current base pay which ever is , greater. At no time will an

employee acting as a Department Head receive an amount of pay which exceeds the maximum pay for the position.

3. Any 818 employee who works in a long term acting assignment shall be subject to the appropriate overtime provisions that apply to the permanent Department Head.
4. Any 818 employee who works in a long term acting assignment of at least six months duration shall be allowed eligibility for professional association memberships for that respective position.

(D) Short Term Acting is defined as an acting assignment that is more than 5 consecutive working days and less than 20 consecutive working days.

1. If a Department Head is absent, short term, the City may assign an employee, for administrative purposes only, to act for the department head. In those cases where the language in a Local 818 job description requires a Local 818 employee to act for the department head, that employee must be assigned. If a Local 818 employee is assigned, he or she must accept the assignment.
2. Any Local 818 employee appointed to a short term acting assignment shall receive an adjustment in pay of not more than 10% percent more than his or her current base pay provided the short term acting assignment exceeds 5 consecutive working days. At no time will an employee acting as a department head receive an amount of pay which exceeds the maximum pay for the position. If such Department Head absence extends for more than 20 consecutive working days, any 818 employee so assigned shall be compensated for the entire period of absence. For periods less than 5 consecutive working days, no short term acting pay shall be made unless mutually agreed upon by the Mayor/His or Her Designee and Union President.

### **Section 10.3 LABOR GRADES**

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

### **Section 10.4 NEW POSITIONS**

The City will notify the Union of the classification level of any new or changed job and will send the Union a copy; of each new or revised position description. The Union may, at its request, within ten (10) working days of such notification, discuss the classification of new or changed positions with the City, and, if dissatisfied with the result of such discussion, may within seven (7) working days, file a grievance on the question of whether such classification bears an equitable relationship to other related and comparable positions. The existing classifications and

rates of pay of each employee in the bargaining unit are shown in Appendix A which is a part of this agreement.

#### **Section 10.5 JOB DESCRIPTIONS**

Any proposed revisions to the present job specifications and any new job classifications during the life of this agreement shall be negotiated by the Union and the City.

#### **Section 10.6 PAY GRADES OF VACANT POSITIONS**

Any position listed in Appendix A whose pay rate has not been established shall be established when the position is filled. If the parties cannot agree on a salary, then the matter shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules, if the City agrees to pay for all costs of the arbitration. If not then the matter shall be submitted to the Connecticut Board of Mediation and Arbitration for arbitration in accordance with its rules.

### **ARTICLE XI INSURANCE**

#### **Section 11.0**

- (A) Effective 7/1/16 all Local #818 members (hereinafter “members”) shall be offered a \$2,000/\$4,000 High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). HSA accounts shall be funded fifty percent (50%) of the City’s contribution on or about July 1 and the remaining City fifty percent (50%) on or about January 1 annually. Members may obtain an advance against the January (second) HSA City 50% contribution in the event the member’s HSA account has been exhausted and unpaid bills exceed \$200 prior to January 1 annually. If the member has fully funded his/her 50% portion (\$1,000/\$2,000) of the HSA account prior to the January (second) HSA City 50% contribution, and said member has bills exceeding his/her HSA account total, the City shall make an additional contribution, up to the City’s 50% unpaid HSA contribution. Contributions shall be as follows:

7/1/19	11.5% premium share and City to pay 50% of HSA
7/1/20	12.0% premium share and City to pay 50% of HSA
7/1/21	12.5% premium share and City to pay 50% of HSA
7/1/22	13.5% premium share and City to pay 50% of HSA

Dental Plan and contributions remain as present.

Effective July 1, 2019, the High Deductible Health Plan shall be the only option available to members.

- (B) From July 1, 2018 to June 30, 2019, for any member continuing to be enrolled in any plan other than the High Deductible Health Plan, the City will pay the same dollar amount toward the premium cost for each Non-Core Plan as the City pays for premium cost the HDHP for each member enrolled at each level of coverage. The member shall pay 100% of the difference between the City's HDHP premium and the total premium cost for the member's respective Non-Core Plan.
- (C) Employees not eligible to participate in an HSA, may participate in the HDHP with a health reimbursement account plan (HRA) with the same deductibles as the HDHP and same funding (50%), with annual rollover of unused deductibles up to the maximum amount of the deductibles.
- (D) 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.
- (E) At the employee's sole cost, and only as may be offered by the provider, additional dental coverage beyond the basic coverage offered by the City may be elected.
- (F) Furthermore, any employee who retires on or after July 1, 2006, and who is or becomes Medicare-eligible, may only elect Medicare Supplement insurance. The City shall assume full cost of insurance for the employee retired on a job related disability for the life of the employee. Unless eligible under (g) below, no retiree over age 65 will be eligible to participate in the City's health insurance program.

1. Employees covered under this agreement who were in the bargaining unit as of November 24, 1992, a list of whom follows in subparagraph (g), shall be entitled, to the plans which are offered by the City to active employees. Effective July 1, 2019, the only health insurance available to retirees shall be the High Deductible Health Plan offered to active employees with 100% of the premium share paid by the City during the first seven years of their retirement if he or she retires on or after July 1, 2006, subject to the following restrictions. If the employee chooses to enroll in the HDHP/HSA, the City shall pay 100% of the member's premium cost share for the HDHP/HSA (or HRA where applicable) which shall include up to the spouse for the seven year period. The City's HSA (or HRA where applicable) deductible contribution at the time of retirement shall reduce to fifty percent (50%) in conformity with the collective bargaining agreement, The City's HSA deductible contribution for retirees will be handled and paid in as is done in Section 11A above. The City will pay 100% of bills submitted to the Retiree HRA account up to the City's limit of \$1,000 or \$2,000 without payments from the Retiree.

Where the employee is not enrolled in the High Deductible plan the City will cover only the employee and Spouse:

- a) The employee must be eligible for and must be collecting normal service retirement benefits as defined by MERS. If during any portion of the seven (7) year period the retiree and spouse are eligible for health insurance through any other employer, whose coverage is reasonably comparable to 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 employees hired before July 1, 1989, the City will pay the full cost of the cost share premium coverage for the retiree and spouse or High Deductible Health Plan/HSA coverage for the retiree, and spouse as described above in the case of retirement after at least twenty five (25) years of service with the City or retirement under the service connected disability provisions of the pension plan; eighty (80) percent of such costs for those who retire after at least twenty (20) years of service; sixty (60) percent of such costs for employees who retire after at least fifteen (15) years of such service; and forty (40) percent of such cost for employees who retire after at least ten (10) years of such service, provided in each case the employee meets the age and service requirements for service connected disability retirement benefits. Employees eligible for coverage recited in this subsection are denoted in subsection (g) by the notation "2b" after their names.
- (c) For employees hired after July 1, 1989, the City will pay for such health insurance premiums at the rate of three (3) percent for each year of actual city service credited for purposes of retirement not to exceed one hundred (100) percent. The employee must have a minimum of ten (10) years of city service and must meet all of the eligibility requirements as stated above. Employees eligible for coverage recited in this subsection are denoted in subsection (g) by the notation "2c" after their names.
- (d) Any individual hired into the Local 818 bargaining unit after November 24, 1992, shall not be eligible for any City paid retiree health insurance benefits as outlined in Section 11.0 (F) 1 (a), (b), (c), (d) above. Any permanent employee hired by the City prior to November 24, 1992, who subsequently becomes a Local 818 bargaining unit member by transfer or promotion and without interruption in employment by the City, shall receive the same level of retiree health insurance benefits, if any, that he/she was afforded prior to their inclusion in the Local 818 bargaining unit, but not to exceed seven (7) years.
- (e) The City may elect to experience rate the retiree group separately in order to determine the cost of benefits and the appropriate premium rates to be assessed under the conditions set forth in this section of the agreement, where applicable.

- (f) Questions relating to the interpretation and application of this section, including eligibility for other insurance coverage and reasonable comparability of such coverage, shall be subject to the grievance and arbitration provisions of this agreement.
- (g) The following is a list of employees who are eligible for retiree health benefits as described under section (B)2 above, and as further delineated under subsections 2b and 2c.

BARBIERI, ERIK (2c)	LUPO, SERGIO (2c)
MORIARTY, MARK (2b)	SKELLY, JOSEPH (2b)
THOMPSON, MICHAEL (2b)	ZUKOWSKI, JOYCE (2b)

- (h) An employee who retires after the date of the signing of this contract and who is listed in Section 11.0 (F)1(g) of the contract may, once annually, select insurance coverage under the insurance plans available for active employees, or may choose to have the City-subsidized portion of the COBRA premium for such plan, as determined under subsections 2b and 2c, without any administrative fee, placed in an account for his/her benefit. The deposit will be made at the start of each benefit year, provided the selection is made 60 days prior to the commencement of the benefit year. An employee who elects to have such premium(s) paid into an account and who purchases a plan(s) of medical insurance will be reimbursed by the City, from his/her account, and only to the extent of funds in that account, for such insurance plan(s). An employee who elects to have such premium(s) paid into an account and who purchases medical services will be reimbursed by the City, from his/her account, and only to the extent of funds in that account, for such services. Any funds remaining in the employee's account at the end of the applicable benefit period of years, as defined in 11.0(B)(2), will be funds of the City, without reservation, condition, or claim by the retiree, by any beneficiary, or by the Union.
- (i) Furthermore, any employee who retires on or after July 1, 2006, and who is or becomes Medicare-eligible, may only elect Medicare Supplement insurance. All other subparts of Section 11(F) 1 shall apply to such elected plans.

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

1. Have their physician complete a preventative health attestation form indicating

each employee/dependent is current for age appropriate screenings:

- Physical exam
- Breast cancer screening
- Colon cancer screening
- Cervical cancer screening

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

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

### **Section 11.1 LIFE INSURANCE**

Each employee may elect to participate in a group life insurance plan of the City of New Britain in the amount of \$75,000.00 during the term of employment and \$10,000.00 at the time of retirement. The cost of such coverage for the individual group life insurance shall be paid for by the City. The employee will also be permitted to purchase additional life insurance at his/her own expense to a maximum of \$200,000.00 in accordance with the requirements of the optional life benefit program.

### **Section 11.2 PENSION**

Subject to the provisions of Section 11.3a below, pension benefits shall be provided for the employees according to the Connecticut Municipal Retirement Fund Act as contained in sections 7-425 to 7-459, Connecticut General Statutes, Revision of 1958, as amended.

#### **Section 11.3a**

Effective no sooner than April 1, 1970, or upon the statutory entrance date, all eligible employees covered by this agreement will be provided with coverage under Plan B of the Connecticut Municipal Employees Retirement Act.

#### **Section 11.3b**

All employees of the Department of Municipal Development (DMD) hired before November 17, 1998 will be members of the Hartford. All DMD employees hired after that date shall receive pension benefits in conformance with Plan B of the Connecticut Municipal Employees Retirement Act. Subject to approval by MERF, and with or without limitations as may be prescribed by MERF, an employee of the DMD hired before November 17, 1998 may commence participation in Plan B of the Connecticut Municipal Employees Retirement Act, but only on a date in the future, only as a "new employee," and only without any costs whatsoever to the City for any service prior to such date in the future.

### **Section 11.4**

It is agreed that the \$1,000.00 Life Insurance coverage will be continued for those employees retired prior to the effective date of Plan B. Effective June 30, 1992, the amount shall be increased to \$4,000.00 except as listed above

### **Section 11.5**

- (A) If the City finds it desirable to obtain equivalent coverage from alternative carriers, at no additional cost to the employee, the Union agrees to negotiate regarding such change of coverage upon written notice from the City of such intent. If the parties are unable to reach agreement, the City may request an evaluation of the equivalency of coverage by an arbitrator chosen under the provisions of Section 13.1. If the arbitrator finds the coverage to be equivalent, the City may exercise its option of changing to the equivalent coverage through an alternate carrier.
- (B) The City may switch from Anthem to an alternate carrier, providing equivalent coverage is provided at no additional cost to the employee, during the life of this agreement. Any dispute concerning equivalency shall be settled in accordance with the provisions of Section 13.1 of this agreement.
- (C) The Union authorizes and approves the City's conversion to a mail order prescription program if the City so elects.

### **Section 11.6 ALTERNATE HEALTH INSURANCE**

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 prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the City was not required to pay any premiums. Employees who opt not to accept health insurance as outlined above shall be compensated on a fiscal year basis in the minimum amount shown in the chart below. Such payment (subject to regular deductions) shall be made during the fourth payroll week in July of each fiscal year. Any employee who becomes ineligible under some alternate health insurance coverage will be re-enrolled under the City's health insurance provisions provided that the City is notified, in writing, by the employee within 30 days of the qualifying event, with coverage beginning the first of the month following the qualifying event. In a case requiring the re-enrollment of an employee, the employee will receive a pro-rated amount for any full months he/she has participated in the plan. 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 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.

#### **Alternate Insurance Payment Schedule**

An employee who is hired prior to the ratification of this contract will receive Alternate Insurance Payment of

Single	\$2,000
Two-person	\$3,500
Family	\$4,500



Any employee hired after the ratification of this contract, who is covered under alternate health insurance through another employer other than the City of New Britain (e.g. spouse) may waive their basic health insurance benefits provided by the City prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the City was not required to pay any premiums.

An employee who is hired after the ratification of this contract will receive Alternate Insurance Payment of

Single	\$1,200
Two-person	\$2,700
Family	\$3,700

#### **SECTION 11.7 DISABILITY INSURANCE**

Employees, on an individual basis, may choose to enroll in a group disability insurance program. The City agrees to collect disability insurance fees through payroll deduction and make payments to the selected insurance company. The City shall reimburse the participant an amount equal to 50% of the participants' premium payment to a maximum of \$250 per fiscal year.

### **ARTICLE XII SAFETY AND HEALTH**

#### **Section 12.0 SAFETY EQUIPMENT**

The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment and shall furnish the same protective clothing and equipment to members of this unit as are furnished to other City employees with whom they work.

#### **Section 12. 1 SAFETY COMMITTEE**

At least one of the City's appointees to the Safety Committee as established under the Local 1186 AFSCME collective bargaining agreement shall be a member of this unit.

### **ARTICLE XIII GRIEVANCE PROCEDURE**

#### **Section 13.0**

The term "grievance" shall mean a claim by an employee or group of employees and/or the Union that as to his/her/them there has been a violation, misinterpretation or misapplication of one or more specific provisions of this agreement.

### **Section 13.1**

Any employee(s) and/or the Union who has a grievance shall present it according to the following procedure. Such employee(s) may choose to be accompanied by a Union representative at any step of this procedure.

**Step 1:** The grievance shall first be presented to the employee's Department Head within fifteen (15) working days of the occurrence of the event or condition on which it is based. The Department Head shall respond to the grievance in writing within five (5) working days from the date the grievance was submitted to him/her. Those employees who have no Department Head may initiate grievances at step 2.

**Step 2:** Within five (5) working days after receiving the written answer at Step 1, or within five (5) days after the deadline for the Step 1 response, whichever occurs first, the employee may appeal the grievance to the Mayor or his/her designee who shall respond to the grievance in writing within five (5) working days from the date the grievance was submitted to him/her.

**Step 3:** Within ten (10) working days after receiving the written answer at Step 2, or within five (5) days after the deadline for the Step 2 response, whichever occurs first, the Union may appeal the grievance to arbitration if it thinks that such appeal is justified. The Union shall provide a copy of its request for arbitration to the City. The City acknowledges that failure to do so will not be grounds to invalidate the grievance. Mediation and Arbitration, if applicable shall be conducted by the Connecticut State Board of Mediation and Arbitration in accordance with its rules and procedures. The arbitrators shall hear and decide one case at a time, shall be bound by and comply with all the terms of this agreement, and shall have no power to add to, subtract from, or modify in any way any of the provisions of the agreement. The decision of the arbitrators shall be final and binding on all parties.

### **Section 13.2**

- (A) Any time limits specified in this article, except for the initial filing of a grievance, may be extended by mutual agreement of the City and the Union. If a grievance is not filed within the appropriate time limit it shall be considered waived and if a grievance is not appealed within the appropriate time limit 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 specified in this article, the grievance may be taken to the next step at the option of the employee(s) and/or the Union.

### **Section 13.3 UNION BUSINESS**

Officers and Stewards as designated by the Union, not exceeding five (5) in number, shall be afforded the necessary amount of time, without loss of pay, to attend contract negotiating sessions. The same shall be afforded to two (2) Union representatives, plus the aggrieved employee(s), for grievance meetings which are mutually scheduled by the City and the Union.

#### **Section 13.4 UNION BUSINESS**

Two (2) Union representatives shall be permitted a reasonable amount of time off without loss of pay for all time actually spent in preparation for, and in, departmental grievance hearings, grievance arbitration, mediation and prohibited practice hearings. The same shall apply for the principal participants as mutually agree upon by the City and the Union

#### **Section 13.5**

The procedure set forth in this article shall be the sole and exclusive method of resolving grievances as defined in Section 13.0, and no other judicial or administrative procedures shall apply, except for judicial review of arbitration decisions as provided by the statutes.

### **ARTICLE XIV GENERAL PROVISIONS**

#### **Section 14.0**

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

#### **Section 14.1 ANTI-DISCRIMINATION**

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

#### **Section 14.2**

Nothing in this agreement shall be construed as abridging any condition of employment (as that term may be defined by the State Labor Relations Board) that employees have enjoyed heretofore (or which may be provided in any Ordinance of the City of New Britain applicable to employees in this bargaining unit) unless it is specifically stated that said practice has been superseded by a provision of this agreement.

#### **Section 14.3**

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

#### **Section 14.4 LONGEVITY**

Each employee hired prior to ratification of this contract, For each employee covered by this agreement with a minimum of ten (10) years of continuous service, the following longevity amounts shall be added to such employee's annual salary for the years of service completed by June 30 of each year, and shall be paid during the second (2nd) payroll week in July:

TEN (10) – FOURTEEN (14) YEARS	\$525.00
FIFTEEN (15) –NINETEEN (19) YEARS	\$600.00
TWENTY (20) OR MORE YEARS	\$700.00

Employees hired after the ratification date of this contract shall not be entitled to longevity.

#### **Section 14.5 CLOTHING ALLOWANCE**

The Public Health Nursing Supervisor, Fleet Manager, and Golf Course Superintendent shall receive an annual uniform allowance of \$300.00 which shall be paid, as needed, after providing receipts to Department Heads each fiscal year.

#### **Section 14.6 RESIDENCY**

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

#### **Section 14.7 EIGHT STEP**

Each employee hired prior to ratification of this contract who progresses to the eight step of a pay grade in a position that he/she presently occupies shall receive, as specified below, a maximum step payment in the amount of \$800.00.

Eight Step payments will be made in the first pay period of January following the completion of one year at maximum pay by that January 1, and in each January thereafter.

Employees hired after the ratification date shall not be entitled to the Eight Step bonus.

#### **Section 14.8 SEPARATION PAYMENT**

Payment of \$1,100.00 will be processed as a separation payment in the final year of employment upon the employee's retirement, resignation or layoff. Eighth step eligibility must be satisfied in accordance with section 14.7A above. This payment is due to the following people:

Erik Barbieri	Margaret Malinowski
Jack Ferguson	Jack Pieper
Barbara Yeziarski	Sergio Lupo

Any current member of the Union not on the above list may have his or her name added and receive said Separation Payment by forfeiting three personal or vacation days during the life of this contract.

#### **Section 14.9 LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor/Management Committee whose membership shall be as follows:

1. Personnel Director
2. Local Union President
3. 2 Department Heads chosen by the Mayor

4. 2 Local Union members chosen by the Local Union President

The Labor Management Committee shall meet as necessary to consider suggestions to improve the working relationships between labor and management and/or improve the level and efficiency of service provided to the residents of the City.

No mandatory subjects of bargaining are to be considered by the committee. The Personnel Director and Local Union President shall serve as co-chairpersons. The committee shall appoint a secretary, and all minutes shall be filed with the Town and City Clerk.

## **ARTICLE XV**

### **PROFESSIONAL SOCIETY MEMBERSHIPS**

#### **Section 15.0**

The City agrees to pay for the memberships in the professional societies listed below. As vacant positions are filled the City and the Union shall determine the appropriate membership that will be paid for by the City.

#### **Section 15.1**

**After School Program Coordinator**

**Administrative Services Officer Police Department**

**Associate City Attorney**, Connecticut Bar Association, New Britain Bar Association

**Assistant City Assessor**, Connecticut Certified Municipal Assessors

**Budget and Capital Projects Officer**, Government Finance Officers Association

**Capital Projects Administrator**

**Community Services Administrator**, North American Association of Master Psychologists  
(with Connecticut Chapter)

**City Assessor**, Connecticut Certified Municipal Assessors

**City Attorney**, Connecticut Bar Association

**City Engineer**, National Society of Professional Engineers

**City Surveyor**, American Congress On Surveying and Mapping (NSPS, AAG, NGIS, ACA  
& Fellow)

**Civil Engineer 1**, American Society of Civil Engineers

**Civil Engineer 2**, American Society of Civil Engineers

**Deputy Director of Finance** Government Finance Officers Association, CT GFOA

**Director, Management Information Services**, Government Managers of Information  
Service

**Director of Public Works**, American Society of Civil Engineers, American Public Works  
Association

**Public Safety Telecommunications Manager**, Association of Public Safety Communication  
Officers

**Director of Recreation and Community Services**, Connecticut Parks and Recreation  
Association, National Parks and Recreation Association

**Director of Water**, American Water Works Association, New England Water Works  
Association

**Fleet Manager**

**Finance and Purchasing Administrator**, Government Finance Officers Association

**Grants Administrator**

**Golf Course Superintendent**, Connecticut Association of Golf Course Superintendents

**Neighborhood Preservation Program Administrator**

**Field Services Superintendent**, Connecticut Parks Association, Sports Turf Manager Association

**Pension Fund Manager**

**Director of Building, Licenses and Inspections**, National Environmental Health Assoc.

**Senior Center Specialist**, Connecticut Association of Senior Center Personnel, National Council on Aging

**Supervising Public Health Nurse**

**Water Works Superintendent**, American Water Works Association

**Water Quality Superintendent**, American Water Works Association

## **ARTICLE XVI FLEXIBLE REIMBURSEMENT**

### **Section 16.0**

The City will offer and implement a flexible reimbursement program for any eligible member, (as per IRS regulations, sections 125 and 129).

The purpose of this plan is to provide a tax effective method for eligible employees of Local 818 to pay certain health care and dependant care expenses.

It is also mutually agreed and understood by the parties that a program (as per IRS regulations, section 414(h) (2) that will affect MERF contributions from employees, in the event that such a program becomes allowable by MERF, will be put into effect at the earliest possible date mutually agreed to by the parties.

## **ARTICLE XVII INDEMNIFICATION**

### **Section 17.0**

The City shall indemnify bargaining unit members in accordance with Sections 7-10a and 7-465 of the Connecticut General Statutes, as amended from time to time.

## **ARTICLE XVIII PROFESSIONAL LICENSES**

### **Section 18.0**

The City agrees to pay for all professional licenses required for employment. The City also agrees to pay for professional and occupational licenses issued by the State of Connecticut that

are related to an employee's position but not required by the minimum training and requirements for the position.

## **ARTICLE XVIII**

### **PARKING AND CITY VEHICLES**

#### **Section 19.0**

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

#### **Section 19.1**

The Union recognizes that the City shall retain complete operational control, with respect to the use of City owned and assigned vehicles.

## **ARTICLE XX**

### **DURATION**

#### **Section 20.0**


This agreement shall be effective as of January 1, 2019 and shall remain in full force and effect through the 31st day of December, 2022 it shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not less than one hundred fifty (150) calendar days prior to the expiration date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) calendar days prior to the expiration date.

#### **Section 20.1**

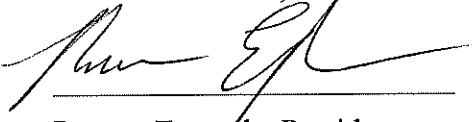
This agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS \_\_\_\_  
DAY OF ~~June~~, 2019

FOR THE CITY OF NEW BRITAIN

  
Erin E. Stewart, Mayor 9/17/19

FOR LOCAL 818, AFSCME,  
COUNCIL #4, AFL-CIO

  
Ramon Esponda, President  
9/17/19



**APPENDIX A****SUPERVISORS, LOCAL 818, AFSCME, COUNCIL #4 AFL-CIO**

<b><u>SALARY GRADE</u></b>	<b><u>POSITION TITLE</u></b>
1	FISCAL ANALYST
2	EMPLOYMENT DEVELOPMENT ADMINISTRATOR
3	CIVIL ENGINEER 1 *(1)
3	DATA PROCESSING SPECIALIST
4	ASSISTANT CITY ATTORNEY
4	FISCAL OFFICER
4	PROJECT MANAGER
4	AFTER SCHOOL COORDINATOR
4	SENIOR CENTER SPECIALIST
5	ADMINISTRATIVE SUPERVISOR
5	SENIOR ACCOUNTANT
5	GRANTS ADMINISTRATOR
6	ASSISTANT CITY ASSESSOR
6	NEIGHBORHOOD PRESERVATION PROGRAM ADMIN.
7	COMMUNITY SERVICES ADMINISTRATOR
7	DEPUTY BUILDING INSPECTOR
7	FLEET MANAGER
7	PERSONNEL ADMINISTRATOR
7	ADMINISTRATIVE SERVICE OFFICER - PW
7	FACILITIES & ENERGY MANAGER
7	PSTC MANAGER
7	ADMINISTRATIVE SERVICE OFFICER – PUBLIC SAFETY
8	CITY SURVEYOR
8	PENSION FUND MANAGER
8	SANITARIAN SUPERVISOR
9	
10	CAPITAL PROJECTS MANAGER
10	ENGINEERING PROJECT MANAGER
10	CIVIL ENGINEER 2
10	GOLF COURSE SUPERINTENDENT
10	SUPERVISING PUBLIC HEALTH NURSE
10	CITY PLANNER II
10	ADMINISTRATIVE SERVICES OFFICER - RECREATION
11	ASSOCIATE CITY ATTORNEY *(2)
12	FIELD SERVICES SUPERINTENDENT
12	PARKS SUPERINTENDENT
12	SUPERINTENDENT OF UTILITY DIVISION
13	FINANCE & PURCHASING ADMINISTRATOR
13	SUPERINTENDENT OF WATER QUALITY *(3)
14	CITY ATTORNEY *(2)

14	CITY ENGINEER
15	DEPUTY DIRECTOR OF FINANCE
15	HEALTH DIRECTOR *(2)
16	ASSISTANT CORPORATION COUNSEL *(2)
16	CITY ASSESSOR
16	DIRECTOR OF INFORMATION SERVICES *(2)
17	DIRECTOR OF RECREATION & COMMUNITY SERVICES *(2)
17	DEPUTY DIRECTOR OF PUBLIC WORKS – UTILITIES *(2)
18	DIRECTOR OF PUBLIC WORKS *(2)

## NOTES

\*(1) If a person has a Connecticut Professional Engineer's license at time of hire or obtains one while employed by the City, his or her pay grade will be increased from 3 to 4 when their probation is successfully completed. If the license is obtained after the employee has completed probation, the pay grade will be raised to pay grade 4 immediately.

The City will also pay for the annual renewal of the Civil Engineer I's engineering license or engineer in training certificate.

The City will pay (not more than two times) for the application fees to the state of Connecticut for the professional engineers examination.

The Civil Engineer 1 shall be allowed time off with pay to take the professional engineer's examination.

\*(2) After the incumbents (Mark Moriarty, Sergio Lupo, Erik Barbieri, Ray Esponda, Adam Pokorski, Joseph Skelly, and Mary Pokorski each leave their respective positions (Director of Public Works, Director of Public Safety Telecommunications, Director of Building & Health, Director of Recreation & Community Services, Deputy Director of Public Works for Water & Sewer, aka Superintendent of Water Quality formerly Director of Water, Director of Information Technology, Senior Center Director, and all city attorneys), said positions will no longer be considered union positions.

\*(3) After the incumbent (R. Esponda) leaves, the position Superintendent of Water Quality will go to pay grade 10 if a professional engineer's license is not required; pay grade 11 if it is required.

**APPENDIX B**  
**PAYSCALE – LOCAL 818**

UNDER SEPARATE COVER

APPENDIX B									
Local 818									
January 2020 2.00%									
Paygrade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Fiscal Analyst	1,079.6851	1,119.3053	1,160.3361	1,202.8444	1,246.9404	1,292.6893	1,340.0926	1,389.2163
2	Employment Development Administrator	1,144.1754	1,186.1543	1,217.4799	1,274.7205	1,321.4840	1,369.9234	1,420.1484	1,472.2256
3	Civil Engineer 1 (see footnote 1) Data Processing Specialist	1,212.5676	1,257.0161	1,303.0961	1,350.8738	1,400.4158	1,451.7870	1,504.9886	1,560.1745
4	Assistant City Attorney Fiscal Officer Project Manager After School Coordinator Senior Center Specialist	1,284.9948	1,332.1333	1,380.9694	1,431.6134	1,484.7460	1,538.5234	1,594.9218	1,653.3711
5	Administrative Supervisor Senior Accountant Grants Administrator	1,357.4663	1,407.2065	1,458.8204	1,512.3084	1,567.7592	1,625.2598	1,684.8563	1,746.6115
6	Assistant City Assessor Neighborhood Preservation Program Administrator	1,434.0166	1,486.5789	1,541.0812	1,597.6120	1,656.1490	1,716.8909	1,779.8154	1,845.0994
7	Community Services Administrator Deputy Building Inspector Fleet Manager Personnel Administrator Admin Service Officer - Public Works Facilities & Energy Manager PSTC Manager Admin Service Officer - Public Safety	1,514.8442	1,570.4049	1,627.9719	1,687.6774	1,749.5218	1,813.7031	1,880.1774	1,949.1213
8	Pension Fund Manager City Surveyor Sanitarian Supervisor	1,562.0564	1,617.6171	1,675.1842	1,734.8898	1,796.7339	1,860.9155	1,927.3898	1,996.3334
9									
10	Capital Projects Manager Engineering Project Manager Civil Engineer 2 Golf Course Superintendent Supervising Public Health Nurse City Planner II Admin Service Officer - Recreation	1,600.2576 1,690.4778	1,658.9475 1,752.4762	1,719.7350 1,816.7239	1,782.7921 1,883.3086	1,848.1641 1,952.3625	1,915.9172 2,023.9519	1,986.1617 2,098.1649	2,058.9859 2,175.0918



## APPENDIX B

Local 818

January 2021 2.25%

Pavgrade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Fiscal Analyst	1,103.9780	1,144.4897	1,186.4437	1,229.9084	1,274.9965	1,321.7748	1,370.2446	1,420.4727
2	Employment Development Administrator	1,169.9193	1,212.8428	1,244.8732	1,303.4017	1,351.2174	1,400.7467	1,452.1017	1,505.3507
3	Civil Engineer 1 (see footnote 1) Data Processing Specialist	1,239.8504	1,285.2990	1,332.4158	1,381.2685	1,431.9251	1,484.4522	1,538.8508	1,595.2784
4	Assistant City Attorney Fiscal Officer Project Manager After School Coordinator Senior Center Specialist	1,313.9072	1,362.1063	1,412.0412	1,463.8247	1,518.1528	1,573.1402	1,630.8075	1,690.5719
5	Administrative Supervisor Senior Accountant Grants Administrator	1,388.0093	1,438.8687	1,491.6439	1,546.3353	1,603.0338	1,661.8282	1,722.7646	1,785.9103
6	Assistant City Assessor Neighborhood Preservation Program Administrator	1,466.2820	1,520.0269	1,575.7556	1,633.5582	1,693.4124	1,755.5210	1,819.8613	1,886.6141
7	Community Services Administrator Deputy Building Inspector Fleet Manager Personnel Administrator Admin Service Officer - Public Works Facilities & Energy Manager PSTC Manager Admin Service Officer - Public Safety	1,548.9282	1,605.7390	1,664.6013	1,725.6502	1,788.8860	1,854.5114	1,922.4814	1,992.9766
8	Pension Fund Manager City Surveyor Sanitarian Supervisor	1,597.2027	1,654.0135	1,712.8759	1,773.9249	1,837.1604	1,902.7861	1,970.7560	2,041.2509
9		1,636.2634	1,696.2738	1,758.4291	1,822.9049	1,889.7478	1,959.0253	2,030.8504	2,105.3131
10	Capital Projects Manager Engineering Project Manager Civil Engineer 2 Golf Course Superintendent Supervising Public Health Nurse City Planner II Admin Service Officer - Recreation	1,728.5135	1,791.9070	1,857.6001	1,925.6830	1,996.2806	2,069.4908	2,145.3736	2,224.0313

**Local 818**

January 2021 2.25%

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Paygrade 11	Associate City Attorney	Classification	1,392,4717	1,522,8036	1,653,1340	1,783,4610	1,913,7931	2,044,1219	2,174,4537	2,304,7823
12	Field Services Superintendent Parks Superintendent Superintendent of Utility Division		1,825,9933	1,892,9041	1,962,3167	2,034,2547	2,108,8525	2,186,1559	2,266,3446	2,349,4192
13	Purchasing Administrator Superintendent of Water Quality (see footnote 3)		1,874,2678	1,941,1786	2,010,5912	2,082,5292	2,157,1268	2,234,4304	2,314,6192	2,397,6936
14	City Attorney (see footnote 2) City Engineer		1,928,9291	1,999,6271	2,072,9400	2,148,9357	2,227,7719	2,309,4261	2,394,1014	2,481,8875
15	Deputy Finance Director Health Director (see footnote 2)		2,037,6810	2,112,3695	2,189,8080	2,270,1321	2,353,3645	2,439,6403	2,529,0720	2,621,8179
16	Assistant Corporation Counsel (see footnote 2) City Assessor Director of Information Services (see footnote 2)		2,152,5654	2,231,4693	2,313,2587	2,398,1142	2,486,0357	2,577,2033	2,671,6625	2,769,6611
17	Director of Recreation & Community Services (see footnote 2) Deputy Director of Public Works - Utilities		2,273,8969	2,357,2871	2,443,7206	2,533,3103	2,626,1913	2,722,4768	2,822,3240	2,925,7781
18	Director of Public Works (see footnote 2)		2,402,1270	2,490,1838	2,581,5092	2,676,1490	2,774,2603	2,876,0012	2,981,3942	3,090,7322
<b>FOOTNOTES:</b>										
		1. If a person has a Connecticut Professional Engineers license at the time of hire, or obtains one while employed by the City, his/her paygrade shall be increased from 3 to 4 when their probation is successfully completed. If the license is obtained after the employee has completed probation, the paygrade will be raised to paygrade 4 immediately . The City will pay, up to two times, for the application fee to the State of Connecticut for the Professional Engineers examination. The Civil Engineer I shall be allowed time off, with pay, to take the Professional Engineers Examination. The City will also pay for the annual renewal of the Civil Engineer 1's engineering license or engineer in training certificate.								
		2. After the incumbents (Mark Moriarty, Sergio Lupo, Erik Barbieri, Adam Pokorski, Joseph Skelly, and Mary Pokorski each leave their respective positions (Director of Public Works, Director of Public Safety Telecommunications, Director of Building & Health, Director of Recreation & Community Services, Deputy Director of Public Works for Water & Sewer, aka Superintendent of Water Quality formerly Director of Water, Director of Information Technology, Senior Center Director, and all city attorneys), said positions will no longer be considered union positions.								
		3. After the incumbent (R. Esponda) leaves, the position Superintendent of Water Quality will go to paygrade 10 if a professional engineers license is not required; paygrade 11 if a professional engineers license is required.								

APPENDIX B									
Local 818									
January 2022 2.5%									
Pavgrade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Fiscal Analyst	1,131.5774	1,173.1019	1,216.1048	1,260.6561	1,306.8714	1,354.8192	1,404.5008	1,455.9845
2	Employment Development Administrator	1,199.1673	1,243.1639	1,275.9950	1,335.9868	1,384.9978	1,435.7654	1,488.4043	1,542.9845
3	Civil Engineer 1 (see footnote 1) Data Processing Specialist	1,270.8467	1,317.4315	1,366.7262	1,415.8002	1,467.7233	1,521.5636	1,577.3221	1,635.1604
4	Assistant City Attorney Fiscal Officer Project Manager After School Coordinator Senior Center Specialist	1,346.7549	1,396.1589	1,447.3422	1,500.4203	1,556.1067	1,612.4687	1,671.5777	1,732.8362
5	Administrative Supervisor Senior Accountant Grants Administrator	1,422.7095	1,474.8404	1,528.9350	1,584.9937	1,643.1097	1,703.3739	1,765.8337	1,830.5580
6	Assistant City Assessor Neighborhood Preservation Program Administrator	1,502.9391	1,558.0275	1,615.1495	1,674.3972	1,735.7477	1,799.4090	1,865.3578	1,933.7794
7	Community Services Administrator Deputy Building Inspector Fleet Manager Personnel Administrator Admin Service Officer - Public Works Facilities & Energy Manager PSTC Manager Admin Service Officer - Public Safety	1,587.6514	1,645.8825	1,706.2163	1,768.7914	1,833.6081	1,900.8742	1,970.5435	2,042.8010
8	Pension Fund Manager City Surveyor Sanitarian Supervisor	1,637.1327	1,695.3638	1,755.6978	1,818.2730	1,883.0895	1,950.3558	2,020.0249	2,092.2821
9		1,677.1700	1,738.6807	1,802.3898	1,868.4775	1,936.9915	2,008.0009	2,081.6216	2,157.9459
10	Capital Projects Manager Engineering Project Manager Civil Engineer 2 Golf Course Superintendent Supervising Public Health Nurse City Planner II Admin Service Officer - Recreation	1,771.7263	1,836.7046	1,904.0401	1,973.8251	2,046.1979	2,121.2281	2,199.0079	2,279.6321



## APPENDIX B

Local 818

January 2022 2.5%

[illegible]

**APPENDIX C**  
**INSURANCE**

**APPENDIX D**  
**SCHEDULE OF FLEXIBLE DENTAL BENEFITS**



# Lumenos HSA Plan Summary

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

City of New Britain H S A

## Your Lumenos HSA Plan

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

### Health Savings Account

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

### Contributions to Your HSA

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

\$3,500 individual coverage

\$7,000 family coverage

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

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

### Preventive Care

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

### Preventive Care

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

**Plus –**

### Your Bridge Responsibility

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

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

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

**Health Account + Bridge = Deductible**

### Bridge

Your Bridge responsibility will vary.

### Annual Deductible Responsibility

**In Network and Out of Network Providers**

\$2,000 individual coverage

\$4,000 family coverage

**If needed –**

### Traditional Health Coverage

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

### Traditional Health Coverage

After your Bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

### Additional protection:

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

### Annual Out-of-Pocket Maximum

**In-Network Providers:**

\$2,000 individual coverage

\$4,000 family coverage

**Out-of-Network Providers:**

\$4,000 individual coverage

\$8,000 family coverage

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

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

## Tools and Personalized Services

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

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

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

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

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

## Summary of Covered Services

### Preventive Care

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

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

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

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

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

#### Immunizations:

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

#### Adult Preventive Care

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

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

#### Immunizations:

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

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

## Summary of Covered Services (Continued)

### Medical Care

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

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

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

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

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Coverage for Surgical Treatment of Morbid Obesity is excluded.
- Members are required to use Mail Order for maintenance drugs following 3 fills at Retail.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

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

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

## **VISION CARE PLAN**

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

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

### **ACCESSING BENEFITS:**

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

### **VISION EXAM COVERAGE:**

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

### **OPTICAL SERVICES:**

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

### **PRINCIPAL LIMITATIONS & EXCLUSIONS**

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





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

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



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



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

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



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



**Excluded Services & Other Covered Services:**

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)			
• Cosmetic surgery	• Dental care (adult)	• Long- term care	
• Routine foot care unless you have been diagnosed with diabetes.	• Weight loss programs	• Bariatric surgery	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)			
• Acupuncture		• Chiropractic care 50 visits/benefit period.	
• Hearing aids	• Infertility treatment	• Most coverage provided outside the United States <a href="http://www.bcbs.com/bluecardworldwide">www.bcbs.com/bluecardworldwide</a>	
• Private-duty nursing	• Routine eye care (adult)		

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

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

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

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

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

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

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

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

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



About these Coverage Examples:



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

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

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

This EXAMPLE event includes services

like:

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

Total Example Cost	\$12,840
--------------------	----------

In this example, Peg would pay:

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

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

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

This EXAMPLE event includes services

like:

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

Total Example Cost	\$7,460
--------------------	---------

In this example, Joe would pay:

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

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

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

This EXAMPLE event includes services

like:

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

Total Example Cost	\$2,010
--------------------	---------

In this example, Mia would pay:

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

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

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

City of New Britain

## Your Lumenos HRA Plan

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

### Health Reimbursement Account

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

### HRA Allocation from your employer

\$ 1,000 individual coverage

\$ 2,000 family coverage

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

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

### Preventive Care

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

### Preventive Care

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

**Then -**

### Your Bridge

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

**Health Account + Bridge = Deductible**

### Bridge

Your bridge responsibility will vary

### Annual Deductible Responsibility

#### In Network and Out of Network Providers

\$ 2,000 individual coverage

\$ 4,000 family coverage

**If Needed -**

### Traditional Health Coverage

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

### Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

### Additional Protection

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

### Annual Out-of-Pocket Maximum

#### In-Network Providers

\$ 2,000 individual coverage

\$ 4,000 family coverage

#### Out-of-Network Providers

\$ 4,000 individual coverage

\$ 8,000 family coverage

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

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

## Healthy Rewards Program

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

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

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

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

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

## Summary of Covered Services

### Preventive Care

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

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

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

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

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

#### Immunizations:

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

#### Adult Preventive Care

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

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

#### Immunizations:

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

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

## Summary of Covered Services (Continued)

### Medical Care

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

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

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

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

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

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

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

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



## ***VISION CARE PLAN***

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

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

### **ACCESSING BENEFITS:**

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

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

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


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

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

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

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



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

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



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

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

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

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



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

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



**Excluded Services & Other Covered Services:**

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)			
• Cosmetic surgery	• Dental care (adult)	• Long-term care	
• Routine foot care unless you have been diagnosed with diabetes	• Weight loss programs	• Bariatric surgery	
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)			
• Acupuncture		• Chiropractic care 50 visits/benefit period.	
• Hearing aids	• Infertility treatment	• Most coverage provided outside the United States <a href="http://www.bcbs.com/bluecardworldwide">www.bcbs.com/bluecardworldwide</a>	
• Private-duty nursing	• Routine eye care (adult)		

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

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

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

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

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

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

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

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

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



About these Coverage Examples:



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

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$12,738
In this example, Peg would pay:	
Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$7,400
In this example, Joe would pay:	
Cost Sharing	
Deductibles	\$1,198
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$21
The total Joe would pay is	\$1,219

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

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

This EXAMPLE event includes services like:

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

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

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

# **CITY OF NEW BRITAIN FLEX DENTAL**

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

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

## **ACCESSING BENEFITS:**

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

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

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

## **PRINCIPAL LIMITATIONS AND EXCLUSIONS**

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

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

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

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

**Calendar Year Deductible**

- Per Person

\$0

**Plan Pays:**

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

**Calendar Year Annual Maximum**

\$750

Dependent children are covered to age 25.

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

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

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

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

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

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

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

1/11/2017



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

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**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

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