

**CONTRACT**  
**BETWEEN**  
**THE CITY OF MERIDEN**  
**AND**  
**PUBLIC SAFETY DISPATCH,**  
**LOCAL # 1303-405**  
**JULY 1, 2013- JUNE 30, 2016**

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## PREAMBLE

The following contract, by and between respectively, the City of Meriden, hereinafter referred to as the "City" and "MPSD", Local #1303-405 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union" is designed to promote and maintain a harmonious relationship between the City of Meriden and the Union in order that more efficient and progressive service may be rendered by both parties.

ARTICLE I  
RECOGNITION

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all permanent classified positions (working 20 or more hours per week) within the Municipal government as set forth in their voluntary certification of representative agreement dated May 25, 2000.

ARTICLE II  
MANAGEMENT RIGHTS

Section 1. The City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including, but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- b) To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices or procedures. Said changes will be communicated to all Bargaining unit employees.
- c) To discontinue work processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the City's operations.
- e) To employ, transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the City or the Department. In the event of a reduction in force, lay-off shall be in inverse order of hiring, and any recall to work shall be by seniority (pursuant to the Collective Bargaining Agreement).
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employee affected by them.

- g) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not shall be performed by employees.
- h) To establish contracts or sub-contracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the City, it can be done more economically or expeditiously otherwise.

Section 2. The above rights, responsibilities and prerogatives are inherent in the City Manager or his designee by virtue of Statutory and Charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE III  
DUES DEDUCTION AND NON-INTERFERENCE

Section 1. The Union shall furnish the City a signed statement by the employee who shall authorize the City to deduct dues, fees or assessments from his/her wages. Such deduction shall continue for the duration of the agreement or any extension thereof. The weekly remittances to the Union will be accompanied by a list of names of employees from whose wages the deductions have been made noting that said remittances is for Local 1303-405. Such remittance to the Union shall be made payable to AFSCME Local #1303 and sent to AFSCME, Council 4, 444 East Main Street, New Britain, CT 06051.

Section 2. All employees hired or transferred into the bargaining unit shall be required, as a condition of continued employment, to join the Union within thirty (30) calendar days from the date of hire or transfer or to pay a service fee to the Union as set by the Union in accordance with applicable law. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. The Union shall not interfere with the rights of the Employer during the eight (8) month probationary period.

Section 3. Any employee working within the bargaining unit shall have the option of joining the Union or paying an equivalent service fee to the Union. The City and the Union agree not to interfere with the right of these employees to become members of the Union.

The names and address of each newly-hired or transferred employee eligible for this bargaining unit shall be forwarded by the Personnel Department to the President of the Union within thirty (30) calendar days of the date of hire or transfer.

Section 4. The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of or by reason of any action taken or not taken by the City in reliance upon the check-off and Union security provisions of this Agreement or on the correctness of any dues deduction or agency fee authorization furnished by the Union to the City.

ARTICLE IV  
CLASSIFICATION, COMPENSATION AND PERSONNEL POLICIES

Section 1. The City of Meriden Classification, Compensation and Personnel Policies as revised (1994) are all deemed to be part of this agreement except as otherwise provided herein.

Section 2. The Employer agrees to notify an employee two (2) weeks prior to an involuntary transfer. The Employer shall negotiate with the Union, prior to transfers, any impact caused by such transfer.

Section 3. The Employer will not attempt to coerce employees from exercising their contractual rights.

Section 4. Shift vacancies will be open for bid as outlined in this contract and awarded on the basis of seniority. If no candidates are found, assignments will be made on the basis of least seniority.

Section 5. Labor Management Committee - A labor management committee shall be the designated authority responsible for the maintenance of the job classification system during the term of this Agreement or any extension thereof. Said committee shall be authorized to review job descriptions of any newly created jobs and/or changed job descriptions for current jobs and assign points for grade placement in pay plan. The Director of Emergency Communications or his designee, Personnel Director, Dispatch President or his/her designee shall serve on this committee.

- a) Employees may request a review of points assigned to their position if there are any changes in job duties. The written request shall be submitted for review to said committee, using the MME/ Supervisors pointing scale as amended from time to time, the committee will review the appeal and render a decision within sixty (60) calendar days of receipt. An employee who receives a grade adjustment pursuant to a review shall be given a wage

adjustment, if applicable, retroactively to the date the review request was received by the committee.

- b) If the labor management committee reaches an impasse on an issue before it, such dispute shall be submitted to an arbitrator chosen by the committee. If the committee cannot agree on an arbitrator, then it shall be submitted to the American Arbitration Association for decision. The Arbitrator's decision shall be final and binding. The cost of the Arbitration shall be borne equally by both parties.

Section 6. The position of a Dispatch Floater (which is a position with no permanent schedule) may be created at the City's discretion. It shall be offered to current dispatchers in accordance with the Collective Bargaining Agreement. This position will be paid a ten percent (10%) premium above the employee's normal rate and will be scheduled on a two-week schedule; however, a change may be made to said schedule with a fourteen (14) day notice.

Section 7. Effective January 1, 2005 employees must sign up for direct deposit with the City as a condition of continued employment.

#### ARTICLE V SENIORITY

Section 1. The City shall prepare and file with the Secretary of Local #1303-405, a list of employees showing their seniority in actual time of service with the City. This list shall be revised every twelve- (12) months. Any authorized leave of absence and work-connected injury leaves shall be included as in-service time for purposes of seniority. Lay-off also shall be included as in-service time for purposes of seniority.

Section 2. Seniority is defined as the relative status of an employee in the dispatch area for the purpose of promotion and/or vacation. Seniority shall include length of service from date of last employment. When an employee is transferred from another City position to dispatch, there shall be no loss of seniority. When an employee transfers to another City (non BOE) union, there shall be no loss of seniority with the exception of a uniformed fire or police position where seniority shall start at zero (0) again.



Section 3. Effective with the first bid cycle after the contract is ratified, no family member, hired after 7/1/13 (mother, father, brother, sister, husband or wife or any family member residing with another employee) may be on a shift where they will be supervised by another family member.

The shift supervisor for each shift will be listed prior to the bids going in for dispatchers.

The member related to the supervisor, as defined above, may bid for any other shift. Should this affect other employees, the least senior employee may be moved.

This does not apply to occasional overtime shifts.

Section 4 The City has three 3 categories of Public Safety Dispatcher; trainee, fully trained dispatcher, and Supervisor.

Crew Leader

In the absence of a Shift Supervisor, on each shift a Crew Leader may be assigned. The Crew Leader must have at least three (3) years as a fully qualified dispatcher to be assigned. If no one has at least three (3) years as a fully qualified dispatcher, the most senior dispatcher will be assigned. This position will carry a \$1.00 per hour stipend.

Any dispatcher disciplined for performance issues beyond a written warning will be removed from access to the crew leader position for a period of one (1) year from the date of the discipline.

It is the employee's responsibility at the close of each shift to follow assigned procedures and documenting of his/her hours as a crew leader.

Shift Supervisor

Effective July 1, 2008 the position of Shift Supervisor may be established for each shift. The Shift Supervisor shall be responsible for providing a level of basic supervision for public safety dispatchers on each shift (or at the City's discretion for those shifts which the Director of Emergency Communications does not primarily work).

Shift Supervisors will be certified as Communications Training Officers.

The Shift Supervisor position is a tested promotional position and follows the City's policy for promotions. In order to apply as a Shift Supervisor, a Dispatcher must have five (5) full years as a fully certified dispatcher at the time of application.

The Shift Supervisor position, if filled, will be paid as follows:

Step F and G.

Step F will be paid at 5% above the Step G Dispatcher wages and a Step G will be paid at 10% above the Step G Dispatcher.

The member related to the supervisor may bid for another other shift. Should this affect other employees the least senior employee may be moved. This does not apply to occasional overtime shifts.

The Shift Supervisor will spend one (1) year at Step F and then be promoted to Step G Shift Supervisor.

Job Duties for Shift Supervisor

The personnel so assigned will ensure that the standard procedures, policies, rules and regulations are followed to maintain a level of effective and safe response to public safety emergencies and other calls for police, fire or municipal services. The Shift Supervisor will be responsible for passing on pertinent information at shift change to the next Shift Supervisor.

The position of Shift Supervisor will be responsible for attempting to resolve interaction issues with fellow dispatchers, police, fire, emergency medical services, other agencies and the public and informing the Director of Emergency Communications.

The Shift Supervisor has the authority to make the necessary phone calls to the proper vendors for logistical support to dispatch equipment.

Operational decisions will be made by the Shift Supervisor following police and fire dispatch procedures and in conjunction with the appropriate shift commander (fire or police).

Issues relating to performance, disciplinary problems, or operational questions shall be reported in writing by the Shift Supervisor to the Director as soon a practical. Serious issues will immediately be reported to the Director of Emergency Communications.

In the absence of the Director of Emergency Communications, the Shift Supervisor will be responsible for receiving calls for absences and calling the overtime as necessary to fill the vacancy. This includes following contractual language and policy on overtime hiring practices and requires a high level of accuracy. This also includes keeping the Director updated on staffing issues that occur as necessary and any other responsibilities as deemed necessary by the Director of Emergency Communications.

When the Shift Supervisors are selected, they will bid for shifts based on seniority. Overtime for Shift Supervisor slots will first be offered to Shift Supervisors, and then to the Dispatchers. In the event a Shift Supervisor does not accept the voluntary overtime, a Crew Leader will be assigned. A shift supervisor may fill a dispatcher overtime prior to

mandating a dispatcher. During a bonified emergency a shift supervisor may be mandated to stay to fill regular dispatching shift or if no regular dispatcher is qualified due to illness or working too many hours for overtime as specified in the contract, Article VIII, Section 7.

Section 5. When it is necessary to lay off employees within the bargaining unit, the City shall determine the positions to be eliminated. Layoffs will then take place in dispatch, as follows:

- a) Probationary employees shall be laid off before regular employees and shall not be entitled to recall.
- b) If a regular employee or employees holding said position is to be laid off, the employee with the least seniority will be laid off.
- c) Any employee to be laid off shall be given two week's notice.
- d) Bargaining unit employees who are on layoff shall be placed on the recall list for eighteen (18) months and recalled to work first for any bargaining unit positions which may become available.
- e) Recall from layoff shall be in the reverse order of layoff.
- f) It is agreed and understood that the elected Union President shall head the seniority list and shall not be laid off until all employees in their and/or lower classifications have been laid off.

## ARTICLE VI GRIEVANCE PROCEDURE

Section 1. For the purpose of this agreement, the term grievance means any dispute between the City and the Union or between the City and the employees concerning the effect, interpretation, application, claim of breach or violation of the specific terms of this agreement. The term Director shall refer to the Director of Emergency Communications. Any such grievance shall be settled in accordance with the following grievance procedure at the request of either party:

Step 1. The Union shall, within thirty (30) working days of the event which gave rise to the grievance or knowledge of the event which, with reasonable diligence could have been ascertained, shall submit such grievance in writing to the Director, setting forth the nature of the grievance, including specific reference to the section or sections of the Contract and/or Personnel Policies which the

Union believes have been violated and the relief sought. Within five (5) working days after said Director receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.

Step 2. If such grievance is not resolved to the satisfaction of the Union by the Director within fifteen (15) working days after the submission to the Director the Union may present such grievance in writing within seven (7) working days thereafter to the Personnel Director. Within seven (7) working days after said Personnel Director receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance or issue a written acceptance or denial.

Step 3. If such grievance is not resolved to the satisfaction of the Union by the Personnel Director, the Union, within ten (10) working days after receipt of the written decision, may submit the grievance to the Connecticut State Board of Mediation and Arbitration for the purpose of mediation.

Step 4. If such grievance is not resolved through mediation, the Union may submit the grievance to arbitration at the State Board of Mediation and Arbitration (SBMA) to qualify for arbitration; the grievant must cite the specific contract section(s) that was violated ten (10) working days after such mediation session.

Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action, the Board of Mediation and Arbitration will have the power to uphold the action of the City or to rescind or modify such action, and such powers shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay.

Section 2. In the event the City alleges a violation of the terms of this Agreement by the Union or any of its agents, the City may process a grievance in the following manner:

- a) The Personnel Director or his/her designee shall, within thirty (30) working days of the event which gave rise to the grievance or knowledge of the event which, with reasonable diligence could have been ascertained, shall submit such grievance in writing to the President of the Union setting forth the nature of the grievance, including specific reference to the section or sections of the Contract.

- b) Within seven (7) working days after said President receives such grievance, he/she and the Executive Board of the Union shall meet with the Personnel Director or his/her designee. The Union shall render a decision and the reasons therefore in writing within fourteen (14) days after the meeting.
- c) If the grievance is not resolved to the satisfaction of the City, the City may submit the dispute to arbitration with State Board of Mediation and Arbitration (SBMA) within ten (10) working days upon receipt of the written decision.

Section 3. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself at Steps 1 and 2 only of the grievance procedure.

Such employee shall have recourse to Arbitration, for said grievance, only if the employee signs a waiver releasing the Union from any and all responsibility for said grievance including but not limited to the required filing fee and full cost of said arbitration. The Union President may request a copy of any settlement. Any settlement shall not permanently alter the collective bargaining agreement unless so ordered by an arbitrator or the State Board of Labor Relations.

Section 4. Time limits provided for herein may be extended by written agreement of the City and the Union.

## ARTICLE VII

### HOURS OF EMPLOYMENT

Section 1. The schedule is a rotation of 4 days on two days off over a six (6) week period.

Section 2. The workweek shall consist of a seven-day period beginning on Sunday and ending on Saturday.

Section 3. All hours actually worked beyond the regularly scheduled work shifts in any workweek shall be paid at the rate of time and one-half, with the exception of mandatory overtime addressed in Article VIII, of this Contract. All overtime hours worked over 12 hours in a work week shall be at double time (this does not include mandatory overtime or swaps).

Section 4. Employees are allowed up forty-eight (48) hours of swap time per month and in no case shall swapping of shifts impose an additional cost upon the City at the time the swap actually occurs. Swap time shall not be

approved until the two (2) week advance hiring has been complete for Christmas, Thanksgiving and New Years Day. Swap time is clarified to mean regular hours, and overtime.

In exigent circumstances, at the city's discretion the amount of swap time may be temporarily increased for an employee.

Swaps must be paid back among employees and if there is an issue with swaps being paid back, the City will stop all swaps. The pay back of swaps is not included in the forty-eight (48) hours.

If the swap occurs on a holiday, the employee who swaps in, actually works the shift shall receive the holiday worked pay.

Section 5. Permanent full time Dispatchers will be allowed to select which shift they are assigned to based on seniority.

Every three-(3) months dispatchers will re-bid for shifts. Additional regular hours worked due to the shift re bid shall be paid at their base rate of pay.

Dispatchers will re-bid for their shifts quarterly (January, April, July and October). Bids will be taken thirty (30) days prior to the start of the quarter.

If a Dispatcher is on an extended leave of thirty (30) or more days, the dispatcher slot shall be open for bid for that shift for the length of the dispatcher extended leave. At the end of such leave the dispatcher who bid onto the shift will return to his/her shift.

Section 6. The hours of work outlined in Section 1 shall include one half hour (1/2) paid lunch and if feasible due to workload, two (2) ten minute breaks, one of which will be taken in the first half of the shift and one in the second half of the shift.

Section 7. Any employee who must work regular shifts on daylight savings day which causes one (1) hour extra, will get paid an additional hour at overtime rate. Overtime will be paid for hours actually worked. Employees who work regular shifts when there is one less hour will be paid a full eight (8) hours and overtime will be paid only for hours actually worked.

ARTICLE VIII  
OVERTIME

Section 1. The Director of Emergency Communications shall fill and schedule overtime for dispatching personnel. In his/her absence, assignments shall be filled by the on-duty Shift Supervisor or in the absence of the Shift Supervisor, the Crew Leader.

Section 2. Overtime assignments will be hired on Monday (unless Monday is a holiday when it will be done on Tuesday) of each week for scheduled absences of two (2) weeks in advance. Overtime for advance openings may be submitted, in writing, in order of preference of opening. In the event a written submitted request is not received, a phone call will be placed to the dispatcher whose name is next on the list.

There are five (5) possible responses to the overtime list when a name comes up:

1. Acceptance of an overtime (either verbal or written) – the name is placed on the bottom of the list.
2. A refusal of overtime – the name is placed on the bottom of the list. Dates not indicated on a written request shall be treated as a refusal.
3. No contact – (Neither a written request was left, nor the party was not contacted via telephone), the name remains the same on the list.
4. Not Eligible – The party is not eligible due to vacation, illness, scheduled to work or in excess of sixteen (16) hours the name remains the same on the list.
5. Short term hires (24 hours or less) refusals, the name remain the same on the list.
6. Second round hire refusals, the name will remain the same on the list

When the Director, Shift Supervisor, or Crew Leader goes down the regular overtime list, he/she will see if the person on the list has left a request. If a written request is made, the person will be hired at the open slot highest on the request. After the first round of hires (when all names on the list have had a chance for slots), the procedure is repeated. When all requests have been filled via written request or phone calls and there are still openings

the Crew Leader or Supervisor then offers the overtime in four (4) hour increments prior to mandating overtime.

It is the responsibility of all dispatchers to check the list on their next return to duty date each week to see if they have been mandated for the openings.

Section 3. Any dispatcher off on earned, time floating holiday, training or vacation time will be deemed not eligible from sixteen (16) hours before and sixteen (16) hours after the stated shifts.

Any Dispatcher whose days off (i.e. vacation, comp time, paid time or UDS time) combined with swaps to fill one full week off will be ineligible for overtime or mandates unless he/she specifically requests, in writing, to be called during this period.

Section 4. Overtime assignments caused by sickness, injury or other short-notice (seven (7) days or less) shall be filled at the time of notice, by phone call or by verbal acceptance if working. These shall be filled by using the voluntary list once. When the employee who is first on-the mandatory list is offered the voluntary overtime and they refuse, they will be told that they are mandated in if no one accepts the voluntary overtime.

Prior to overtime hiring assignments becoming mandated for a shift, the opening will once again be offered in four (4) hour increments. If no dispatcher accepts the four (4) hour shift then it will become a mandate.

Section 5:

- a) Dispatchers who refuse more than one (1) of their own accepted voluntary overtime in the same month shall be removed only from the voluntary overtime list for a period of two (2) weeks and shall be placed on the top of the mandatory overtime list.
- b) Dispatchers who refuse two (2) of their own accepted voluntary overtime in the same month shall be charged accrued time for the third (3<sup>rd</sup>) and subsequent refusal of overtime.
- c) Dispatchers who accept more than one (1) voluntary overtime for the two (2) weeks advance hiring will be mandated last.



### Overtime/Mandatory

Mandated openings will be hired as follows:

Short term openings will be filled by using the list.

Advanced hire openings will be filled as follows:

- a) Dispatchers who have taken no voluntary overtime for the scheduled week will be mandated first.
- b) Dispatchers who have taken the least amount of voluntary overtime for the week will be mandated next.
- c) Dispatchers who are mandated in under (a) above shall be paid at time and one half for that overtime, not double time.
- d) Dispatchers who refuse a mandated overtime due to illness or injury may be required to submit a physician's note within two (2) weeks of the overtime.
- e) Employees on anytime off ( e.g. floating, holiday, vacation) will be mandated last, after employees that are scheduled to work. If an employee, is off and has to be mandated the employee who is off and higher on list will be mandated first. Employees mandated on anytime off when not normally eligible to be mandated, will receive compensation at the mandated rate of pay and eight (8) hours comp-time to restore the time off lost.
- f) Use of Comp time must be requested twenty four (24) hours in advance.
- g) Dispatchers working overtime or swaps on their day off are considered ineligible for a mandate for that same day.
- h) In the event that a dispatcher is working twelve (12) hours and must be held for four (4) hours, his/her mandatory requirement is considered satisfied and his/her card goes to the bottom.
- i) Compensation for mandatory overtime that is mandated by management (not for those splitting a mandatory overtime with the mandated dispatcher) shall be at the rate of double time. These hours do not count towards the hours of double time in Article VII, Section 3.
- j) When Director, the Shift Supervisor or Crew leader, cannot hire from the voluntary overtime list (the list has been exhausted or all dispatchers have refused the overtime) overtime assignments will once again be offered in four (4) hour

increments. If no dispatcher accepts the four (4) hour shift, the Director, the Shift Supervisor or the Crew Leader shall then go to the top of the mandatory overtime list and mandate overtime.

- k) In the event mandatory overtime exceeds voluntary overtime for any six-(6) month period, or #8 below becomes a problem the parties agree to open the overtime section of the contract only. This section will remain in effect for no less than six (6) months following the signing of the contract, either party may, after five (5) months request re-negotiations of this section only.
- l) Only permanent full-time dispatchers shall be eligible for voluntary overtime. No other City employees, employed in any other department or division of the City shall work in the Dispatch Center on an overtime or non-overtime basis unless they hold the required certifications (NCIC, Telecommunication, SBC-911 or equivalent) to be a fully trained dispatcher and no full time qualified dispatcher has accepted voluntary overtime or no one is eligible to fulfill a mandate (this may be waived if a State or City wide emergency is declared by the City Manager).

**Section 6.** When a scheduling officer calls for long term scheduling (absences created twenty-four (24) hours or more before the shift) the called party shall have a maximum of ten (10) minutes to reply to the scheduling officer. The telephone or cell phones, if a dispatcher desires, will be utilized for all long term overtime calls.

Dispatchers out sick or injured shall not be offered an overtime assignment except advanced overtime which they will physically be able to work. They will become eligible for an assignment eight (8) hours following the absence or when they work a regularly scheduled shift, whichever comes first.

**Section 7.** Dispatchers will not work in excess of sixteen (16) continuous hours in a twenty-four (24) hour period,(commencing at the start of their shift) except during a citywide emergency as decided by the City Manager or in the event of a staffing emergency as declared by the Director of Emergency Communications.

**Section 8.** Anytime the dispatcher has another dispatcher cover part of the shift the Shift Supervisor, Crew Leader or the Director of Emergency Communications will be notified of the change prior to the beginning of the shift.

Section 9. Any employee called back to work shall receive a minimum 4 hours OT. Employees held over from their shift or called in less than 4 hours prior to the start of their regular shift shall receive hour for hour OT.

Section 10. There shall be a separate overtime sign up for all special assignments. This overtime list does not apply to any other overtime hire or mandated overtime. If no one accepts, it will not be filled. Refusal of special assignment overtime will not move the employee on the list. Special assignment includes but is not limited to DUI, Snow Tow, CSU Operation and other times the Police Department has extra activities planned that will impact dispatch.

## ARTICLE IX TRAINING

The 12 month probationary period includes the completion of the fourteen (14) week program with a CTO.

The training program will be designed and conform to standards set forth by the Association of Public Safety Communications Officials International Inc. (APCO International).

### CONTINUING TRAINING

Current dispatchers are required to maintain their State certifications.

Failure to maintain certifications will result in discipline and/or dismissal.

The City will provide and post opportunities for dispatchers to attend training courses. All training pertinent to dispatchers shall be posted in the department, by the Director of Emergency Communications, upon receiving notice of sessions.

The City is not required to run training courses but may do so if appropriate.

It shall be the responsibility of each dispatcher to sign up and attend training.

Dispatchers assigned to a training class will be scheduled for the day shift for the day week of the training class, depending on the length of the training class. At least ten (10) calendar days notice will be given.

Dispatchers assigned to a training class will be ineligible for mandated overtime for sixteen (16) hours before and sixteen (16) hours after the training class.

Dispatchers assigned to a training class will not be included as part of the day shift manpower and will not be pulled from the training class to fill overtime except in emergencies.

In an effort to maintain certification standards a Continuing Dispatch Education program will be established and a training file will be maintained for each dispatcher.

It shall be the responsibility of each dispatcher to supply current certificates for the training files. Copies will be placed in the file and originals returned.

### **Communications Training Officer's (CTO's)**

Telecommunicators with 5 years of experience may apply for the position of CTO. Applicants will be evaluated based on past performance and recommendations from trainees and other City Personnel and if necessary testing. The final decision will be made by the Department Head. The City will maintain 3 CTO's whenever possible not including the Lead Trainer. All dispatch Supervisors are expected to be CTOs.

### **Lead Trainer**

The lead trainer will be a certified CTO Instructor and obtain other Instructor Certifications as deemed necessary by the City. Such instruction will be paid for by the City, however schedules may be adjusted to attend such training.

The position of Lead Trainer will be given to the most senior of the CTO's wishing to apply and will be responsible for the introductory training of new trainees. The Lead Trainer will bid for their shift as is customary for all members of the unit and will work the assigned shift rotation. However, their schedule will be subject to change to train new employees. In accordance with the current Collective Bargaining Agreement the Lead Trainer will be compensated at the rate of 10% premium above the normal rate and where applicable, shift differential on this rate. The Lead Trainer will be notified at least 2 weeks in advance of any shift change. The Lead Trainer will not receive the additional "Dispatch Trainer" pay.

ARTICLE X  
HOLIDAYS

Section 1. Each employee shall be paid for each of the following legal holidays:

New Year's Day	
MLK Day	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Each day of holiday pay for each employee who does not work on the holiday shall be computed by multiplying his/her scheduled hourly rate by eight (8) hours.

In addition to the above list each employee shall receive two (2) floating holidays per calendar year which may be taken at said employees' convenience with the consent of the employees supervisor. Floating holidays may not be carried over from year to year.

Section 2. In the event of an unforeseen national or state holiday and it is declared as such and is in fact celebrated by the municipality, each employee shall receive an additional day of holiday pay.

Section 3. In addition to the above holiday pay each employee in the bargaining unit who actually works a regular non overtime work shift which starts on any of the legal holidays as mentioned in Section 1, shall be paid for that shift and in addition shall receive four (4) hours pay (the employees scheduled hourly rate multiplied by four (4) hours for each such working shift.) Except for those employees working Thanksgiving Christmas and New Years shall receive sixteen (16) hours of additional pay (only three (3) holiday shifts are possible for each of these days).

Holidays will not necessarily be the same day celebrated by other Municipal or State employees, but will instead be the actual holiday.

ARTICLE XI  
VACATIONS

- Section 1. The following vacation schedule shall be in effect for employees of the Bargaining Unit.
- a) Vacation time is accrued monthly at the following rates. New accrual rate begins the month following your anniversary date.
  - b) Each employee who has completed one year of service shall be entitled to a vacation with pay of two-(2) weeks annually ten (10) working day(s).
  - c) Employees who have completed five (5) years of service shall be entitled to a vacation with pay of (3) weeks annually (fifteen (15) working days).
  - d) Employees who have completed ten (10) years of service shall be entitled to a vacation with pay of four (4) weeks annually (twenty (20) working days).
  - e) Priority will be given to vacation requests which exceed four (4) work days. Priority will then be given to seniority (i.e., in order to exercise seniority, a senior employee must request more than four days if the same days have been requested by a junior employee requesting more than four days). In all other cases, seniority shall prevail. A master calendar indicating approved vacations shall be posted no later than November 1 of each year. (For Thanksgiving Day, December 24, 25, 31 and January 1, unless four (4) or more people are scheduled, no one may take a vacation day which creates an overtime).
  - f) An employee who becomes seriously ill or injured while scheduled to go on vacation or is on vacation shall have the opportunity to change his vacation schedule provided that sufficient evidence by way of a physician's certificate attesting to his bona-fide illness is furnished to the department head.
  - g) In the event of the death of an employee, payment shall be made to the beneficiary as designated on the Designation of Beneficiary Form Accrued Sick/Vacation Time Form of the deceased employee or the estate of the employee shall receive any vacation due the employee in a check made payable to the estate of the employee.
  - h) All vacation requests of five (5) or more days shall be submitted to the employees' immediate supervisor between January 1 - April 1 of each year of this agreement. Effective 7/1/11 employees with more than one (1) year of service but less than then ten (10) will be allowed to use two (2) vacation days per contract year with twenty four (24) hour notice.

Employees with ten (10) or more of service will be allowed to use up to three (3) vacation days per contract year with twenty four (24) hours notice. For all other vacation, forty eight (48) hour notice is required.

- i) Vacation credit shall not accumulate from year to year except that credit of forty (40) hours or less each year may be carried over unless the employee had to execute (e) above, had a documented workers compensation injury which interfered with vacation, or the Director documents that vacation was reasonable denied by the department.
- j) A request for vacation carry over form must be completed and submitted by December 15<sup>th</sup> of each year.
- k) In no case may an employee be paid out at resignation and termination for more than forty (40) hours of accrued vacation time

Employees who retire under Pension Board rules may be paid out for up to four (4) weeks of the accrued vacation time.

- l) Should vacation time be required before it is accrued, an employee may borrow up to the annual entitlement in any given year by completing the Authorization for Repayment of Advance Vacation Pay form. Borrowed vacation time will be deducted as soon as the days are accrued. Should an employee leave or be terminated prior to the repayment of borrowed vacation time, it will be charged to the employee in their terminal leave pay.

Section 2.

Any employee who works three (3) consecutive months in a fiscal year without any lost time, including sick leave, or suspensions, shall receive one (1) vacation day. Said vacation day may be taken at the mutual consent of the employee and the department head after mutual agreement as to the convenience of both the employee and the City. Measurement of the required ninety-(90) day period shall be based on months rather than days. For example, if an employee used a sick leave day on 7/1//01, the ninety-day measuring period would begin 7/2/01 and on 10/2/01 a day would be earned.

For purpose of vacation time, (other than days in Section d) personal or earned day, (excluding sick time) not more than one (1) overtime slot may be created per shift by said request. Requests for such leave will be granted by seniority on first notice to the Director.

All requests for individual vacation day(s), and earned days shall be submitted for approval to the Dispatch Supervisor in accordance with the contract. It is preferable to submit requests at least seven (7) days in advance.

ARTICLE XII  
SICK LEAVE WITH PAY

Section 1. Sick leave as used in this Article is defined as absence from work without loss of pay as a result of a bona-fide illness or injury. An employee utilizing sick leave shall report their absence from work a minimum of two (2) hours prior to the start of the scheduled shift unless physically impossible to their shift supervisor, Crew Leader or the Director of Emergency Communications as appropriate.

Section 2. Each employee shall earn sick leave with full pay of fifteen (15) working days in any one year. Employees shall earn and accrue one and one-quarter (1 1/4) days of paid sick leave per month, to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated from year to year to a maximum one hundred-twenty (120) working days.

- a) Employees shall utilize their allowance of sick leave when unable to perform their work duties by reason of illness or injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or illness in the immediate family or household of the employee for such period as the attendance of the employee may be necessary. Immediate family is defined for the purposes of these rules to be parents, step-parents, grandparents, spouse, brothers, sisters, child, step-child or grandchild.
- b) Employees who are absent for three (3) or more shifts in a one week period, or show a pattern of absences, will be expected to submit a statement from a physician stating the reason for the absence within 7 days after the absence to support the claim for sick leave if asked by his/her supervisor.

For example: such as every Monday or Friday, weekend day, just after or before a vacation, or other regular scheduled days off or attached to your days off.

- c) In the event of an indication of abuse of sick leave privileges, the Director of Emergency Communications or the Personnel Director, whichever is applicable, may require a statement from the attending physician.
- d) Sick leave shall not accrue during any period of leave of absence without pay.
- e) Sick leave shall continue to accumulate during leaves of absence with pay and during the time the employee is on authorized sick leave or vacation time.



- f) When calling in sick, the Director of Emergency Communications, Supervisor or Crew Leader, in his/her absence shall be notified at least two (2) hours before the start of the shift, except in the case of a true emergency.
- g) Dispatchers cannot work overtime on a shift touching a sick or UDS shift even if previously hired; i.e., (sick/UDS used for an 8:00 – 4:00 shift dispatcher cannot work overtime on the 4:00 – midnight shift). There will be at least eight (8) hours after the use of sick/UDS leave before overtime can be worked, unless the dispatcher has returned to work part of the shift; i.e., (sick/UDS used for 8:00 a.m. to noon, dispatcher returns to work noon to 4:00 p.m., the dispatcher is eligible to work overtime 4:00 p.m. to midnight).
- h) The City and the Union realize that there may be times when an employee needs a day off from scheduled work for reasons other than sickness, vacation, and other allowed leave with pay. Therefore, the following sick leave time incentive is offered.
- i) An undesignated sick leave day, as used in this Article, is defined as absence from work without loss of pay for any reason upon formal notification to the Crew Leader or Dispatch Supervisor by the employee.
- j) Each employee may elect to use up to five (5) of his annual accrued sick leave days as “undesignated sick leave days.”
- k) An employee who elects to take an “undesignated sick leave day” shall follow the guidelines listed below:
  - 1) The employee shall notify the supervisor prior to the start of the scheduled work shift that he/she is electing to use an undesignated sick leave day.
  - 2) An employee cannot take more than one (1) “undesignated sick leave day” in a work week.
  - 3) An employee cannot take an “undesignated sick leave day” on any contractual Holiday.
  - 4) An employee must have at least five (5) sick leave days prior to taking an “undesignated sick leave day.”
  - 5) “Undesignated sick leave days” will count as a day worked towards the ninety (90) day sick time incentive.

- 6) "Undesignated sick leave days" not used, will accumulate, as always, towards the total contractual allotment of fifteen (15) annual sick leave days.

Dispatchers shall be expected to report to duty on their next scheduled shift unless they have called in to extend the original absence.

Section 3. An employee, upon formal retirement according to the rules and regulations established by the applicable Retirement Board, lay off, termination without cause, resignation, or death, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated not to exceed ninety (90) days.

For employees hired after July 1, 2008 the following applies:

An employee, upon formal retirement, layoff, termination without cause, or death shall be entitled to full compensation in a lump sum for that portion of unused sick leave which has been accumulated, not to exceed ninety (90) days. In the instance of death, the employee's estate shall receive such lump sum unused sick leave payment. For the purpose of this section, after twenty-five (25) years of continuous regular service with the City, employees shall be entitled up to a maximum of ninety (90) days with full compensation. After fifteen (15) years of continuous regular service with the City, an employee is entitled to seventy-five percent (75%) of his accumulated sick leave not to exceed ninety (90) days. After ten (10) years of continuous regular service with the City, an employee is entitled to fifty percent (50%) of his accumulated sick leave not to exceed ninety (90) days.

Employees terminated for cause will get no sick time pay out.

Section 4. When recalled to work, laid off employees shall be credited with the same number of sick leave days they had accumulated to their credit at the time of their lay-off, if no cash payment was given pursuant to Section 3 above.

Section 5. For the purposes of determining wages, employees may take sick leave in increments of four hours.

Section 6. Sick leave accruals will be reported on the employees paycheck stub.

Section 7. Bargaining unit members who are not full-time employees shall earn sick leave on a prorated basis based on their regularly scheduled workweek. Unused sick leave may be accumulated to a total of one hundred (100 hrs.).

Section 8. For employees hired prior to July 1, 1997, the following shall apply to this Section only:

When an employee reaches his/her ninety (90) day maximum accumulation of sick leave, in any fiscal year, a separate accounting shall be maintained in order to provide payment for his/her base daily rate of pay for up to fifteen (15) unused sick leave days beyond the ninety (90) which the employee may have accumulated. The maximum number of days beyond ninety (90) days which may be computed at the employee's base daily rate of pay shall be fifteen (15) days in any fiscal year. Payment for above unused sick leave shall be made in one lump sum in July of the fiscal year following that year in which it is accumulated.

Section 9. FMLA leave, an employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with Act. The twelve-(12) month period shall be defined as January 1 through December 31.

Any accumulated paid sick leave must be exhausted first or used in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the City may be required for FMLA leave situations involving the health of the employee or family member. Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued to work.

### ARTICLE XIII INJURY LEAVE

An employee absent from duty because of a compensable occupational Workers' Compensation injury and/or disease shall have injury leave coded for his/her absence.

Injury leave shall mean paid leave, given to an employee due to a compensable occupational injury and/or disease arising out of and in the course of his/her employment with the City. Employees of the City are covered by the Workers' Compensation Act, that being Chapter 568 of the State of Connecticut General Statutes. The City, in the case of a compensable occupational injury and/or disease, shall continue the employees full normal base pay during his/her absence up to six (6) months in duration for each compensable occupational injury and/or disease. Employee compensable occupational injuries and/or disease exceeding the aforesaid duration shall receive his/her workers'

compensation rate, that being determined by the Workers' Compensation Act, Section 31-307.

Ability to work overtime is considered by the parties to be an essential component of being a Public Safety Dispatcher. Employees who are unable to work overtime or extend hours over eight (8) for more than six (6) months for a non-service connected injury or six (6) months for a compensable occupational injury and/or disease will be considered unable to continue to qualify as a Dispatcher.

Employees sustaining a compensable occupational injury and/or disease requiring medical attention and/or treatment shall report to the competent physician, surgeon, clinic or hospital, within the City's Third Party Administrator's approved Medical Care Plan Network. The network is available at all Department and Division Head offices.

Employees who's injuries are being contested (form 43-67) by the City or the Third Party Administrator shall be coded Q-time for his/her absence. Q-time shall mean the employee receives his or her full normal base pay and a "Q" shall appear on his/her payroll sheet for his/her absence. Q-time is coded for a contested injury or disease or an injury or disease where the City has inadequate time or information to determine compensability. Q-time shall continue during his/her absence up to a maximum of six (6) months. After six (6) months the employee shall be coded sick time or other paid or unpaid leave.

Employee injuries and/or diseases that are contested (form 43-67) by the City or Third Party Administrator shall have thirty (30) calendar days in which to file a request for an informal hearing with the Workers' Compensation Commissioner having jurisdiction. Employees who file said request shall be coded Q-time until the compensability of the injury or disease is adjudicated. However, Q-time shall not exceed more than six (6) months at any time. Sick time or other paid or unpaid leave shall be coded if the employee fails to file the aforementioned request within the thirty (30) days. Q-time shall be changed to sick time or other paid or unpaid leave if the employee fails to prevail at the aforesaid Workers' Compensation hearings. If the employee prevails at the said hearings, the Q-time shall be changed to injury leave, but at no time shall this injury leave exceed six (6) months.

An employee having a compensable occupational injury, and/or disease, who has been released to return to work by his/her physician in a limited, modified or restricted **duty**, shall be provided, at the City's discretion, limited, modified and/or restricted duty assignments as devised by his/her department/division head. All such assignments shall be within the employee's physical restrictions set forth by the employee's treating physician prior to returning to work. All such assignments will be temporary in nature, subject to change, and shall not constitute a permanent condition. An employee who has reached maximum medical improvement, and is permanently and physically unable to return to his/her regular duties and essential function as a result of a compensable

occupational injury and/or disease, may apply for a position within the City for which he/she is physically and professionally qualified, may pursue his/her right to a disability pension.

An employee who sustains a compensable occupational injury and/or disease shall be indemnified by the State of (CT) Connecticut Workers' Compensation Act and as such, shall comply with all sections of the State of (CT) Connecticut Worker's Compensation Act, that being Chapter 568 of the State of Connecticut Statutes.

#### ARTICLE XIV MILITARY LEAVE

Military Leave shall be as provided for in the Personnel Policies Manual. Any monies earned on military leave for work time shall be turned over to the City within five (5) days of receipt.

#### ARTICLE XV JURY DUTY

Section 1. Once an employee is notified of potential juror service he/she shall:

- a) Notify the Director of Emergency Communications.
- b) For situations where an employee is scheduled for a night shift prior to his/her first day of potential juror service, the Director of Communications or in his absence the Shift Supervisor will hold over from the second shift until he/she has determined whether the employee must report to juror service. Once that determination is made, the employee either reports to duty or relieves the hold over or if he/she is scheduled for juror service and the appropriate scheduling replacement will be made. An employee may receive jury duty pay for any day that they cannot work a regular shift due to actually reporting for jury duty.
- c) Always keep the Director of Communication or the Shift Supervisor apprised of his/her juror status.
- d) Employees who serve as jurors and are so compensated by the State Juror Administrator shall return to the City, the prevailing daily rate as established by the Connecticut General Statutes on juror compensation for each work shift provided off for juror service.

- e) Employees assigned to juror service are not eligible to work the shift of juror service nor any touching shift. This includes regular duty, overtime.

Section 2. Any employee required to appear in court (except as a defendant in a motor vehicle or criminal case or a plaintiff in his/her own case) during his workday shall receive full pay for the time lost from work.

ARTICLE XVI  
BEREAVEMENT LEAVE

Section 1. In the event of a death in an employee's immediate family, an employee shall be permitted five (5) days off at his regular rate of pay for the purpose of attending the funeral and for providing for matters incident to the death.

Section 2. For the purpose of this Article, the immediate family shall include the following relatives: parents, step parents, spouse, same sex domestic partner, sister, brother, child or step-child mother-in-law, and father-in-law.

Section 3. In the event of a death in an employee's family, that shall include the following relatives: grandmother, grandfather, grandchild, aunt, uncle an employee may be permitted up to three (3) calendar days off at his regular rate of pay for the purpose of attending the funeral of other family members and providing for matters incident to the death including necessary travel.

In the event of the death of a significant other who has resided with the employee for no less than one (1) year, bereavement leave may be requested from the Director or his designee.

Section 4. Employees may be granted one (1) day's leave with pay in the event of the death of other relatives at the discretion of the Director or his designee.

Section 5. Additional time may be granted for extenuating circumstances when requested by the employee and approved by the Director and Personnel Director. Said request and approvals shall be in writing.

ARTICLE XVII  
GRIEVANCE AND NEGOTIATING COMMITTEES

- Section 1. A. The City and the Union agree that for the purposes of negotiating, nor more than two members may be allowed to participate without loss of wages during working hours. No more than two members of the negotiating committee may be excused with pay from any shift.
- B. The parties agree that hours for negotiations will be alternated so that no one shift will be impacted.

Section 2. The City and the Union agree that for the purpose of settling grievances at the first step, a grievance committee member or a member of the Executive Committee may participate. From the second step and above, a committee of two (2) may participate, which shall include the aggrieved employee. In the event the staff representative from AFSCME is present then only one (1) grievance committee member may be on City time. If the grievant is a member of the Union Executive Board (i.e., President, Vice President or Steward) except in cases of discipline involving loss of pay the grievant will also be the Union Representative.

ARTICLE XVIII  
UNION MEETINGS

- Section 1. Union officers shall be allowed to attend official Union conferences, training sessions, seminars, and lectures for the purpose of obtaining information which may enable them to better function as officials of the Union. The Union will give adequate prior notification (at least 48 hours) of such meetings to the Department Head and the Personnel Director.
- Section 2. Officers designated by the Union to attend such functions shall be allowed time off without loss of pay. Total days off for up to three (3) Union Officers shall not exceed six (6) in any fiscal year and no more than one shall be off per shift.
- Section 3. Employees within the Bargaining Unit may be represented by two (2) stewards and one (1) alternate. The Union shall furnish the Director of Personnel and the Director of Emergency Communications the stewards' name.

ARTICLE XIX  
INSURANCE

Section 1. The City shall provide and pay for the following insurance or the equivalent coverage including services and benefits for all full-time employees of the bargaining unit and their enrolled family members\* as follows:

- a) Open Access Plus OAP4 /OAP4N. (See Addendum on Health Insurance)
- b) High Deductible Health plan OAP1/OAP1N
- c) CIGNA Dental PPO - Radius Network
- d) Life Insurance coverage shall be one times salary for all employees. No life insurance is to be provided for employee's dependents.

\*(See Addendum on Health Insurance)

Said agreement also includes provisions for ongoing health insurance negotiations by the coalition. Negotiations for 7/1/2015 are in process

Section 2. If the City can provide the equivalent service and benefits of all insurance coverage as presently provided for in this Article through another insurance carrier, the City shall have the right to substitute insurance carriers. Prior to changing insurance carriers, the City shall notify the Union in writing of such intended change and agrees to discuss such change with the Union if so requested. Any dispute regarding equivalency of benefits and service shall be subject to Article VI, Grievance Procedure, and beginning at Step 3.

Section 3. The Union agrees to participate and be represented on the Health Insurance Committee. The call of the Committee is to explore and continue to recommend ways to curb escalating costs and maintain the current level of benefits, if at all possible. If any such recommendations require contract language changes, the Union agrees to present the recommendation to the bargaining unit for acceptance.

ARTICLE XX  
WAGES

Section 1. Wages for all employees shall be as set forth in the Addendum A attached hereto.



Section 2. In the case of promotion, the rate of the promoted employee shall be increased to that step in the new range next above his rate of pay prior to promotion.

Employees shall move to the next step on the pay scale the next full pay period after successful completion of their probation. Employees will move again each year on their anniversary date until they have achieved the top step.

Section 3. Shift differential shall be as follows:

- a) Second shift - 7.5%
- b) Third shift - 7.5%

The shift differential is only paid to the employee who actually /physically works the shift.

Section 4 Employees hired after 7/1/13 will move to the next highest Step on their anniversary date. Probationary employees must serve twelve (12) months to move to the next Step. Their next step increase shall be one (1) year from the anniversary of the initial step increase. (Ie Hired 7/13/13, will step on 7/13/14)

Section 6. Longevity:

Longevity payments shall be based on the following formula for all full time employees in the bargaining unit and paid the first pay period in December.

- a. Employees who have completed five (5) years of service - \$150
- b. Employees who have completed ten (10) years of service - \$225
- c. Employees who have completed fifteen (15) years of service - \$350
- d. Employees who have completed twenty (20) years of service - \$450

Employee must have the actual years of service on December 1 to qualify for that year's payment. Payments shall not be prorated.

Section 7. Dispatchers certified by a national organization in Fire Dispatch, Emergency Medical Dispatch and Law Enforcement Dispatch (must be certified in all 3 disciplines) shall receive a stipend of \$375.00 payable for such achievement in the December of that year and each December thereafter as long as such certifications are maintained.

If the MECC becomes accredited by a national organization each dispatcher certified as above shall receive an additional stipend of \$375.00 payable for such achievement in the December of that year and each December thereafter as long as such certification is maintained.

The total stipend amount will not exceed \$750.00

Any and all certifications provided by the City shall be considered part of the employment responsibility and will be expected to be fulfilled for the period of certification.

ARTICLE XXI  
TRANSPORTATION ALLOWANCE AND SAFETY EQUIPMENT

Transportation allowance for all members of the bargaining unit using their own cars for City-approved business shall be at the prevailing rate allowed by the IRS.

The City shall supply all necessary safety equipment for employees covered by this Collective Bargaining Agreement. A Labor/Management Committee will meet on a quarterly basis, upon request of either party, to discuss safety issues and ways to improve working conditions within the Department.

ARTICLE XXII  
COPIES OF CONTRACT

Six original copies of the Agreement shall be supplied to Council #4 and a sufficient number of copies of the Contract shall be furnished to the Union for its membership. A copy of the Contract shall be provided by the City to each newly hired employee at the time of hire.

ARTICLE XXIII  
NONDISCRIMINATION

The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee in a manner which would violate any applicable laws because of race, color, creed, sex, nationality or political belief, qualified handicap and age, nor shall the Employer nor the Union discriminate against any bargaining unit employee because of their membership or non-membership in the Union.

ARTICLE XXIV  
DISCIPLINARY PROCEDURE

Section 1. No employee who has successfully completed his/her probation period shall be disciplined, removed, dismissed, discharged, suspended, fired, or reduced in rank except for just cause. The City further agrees that disciplinary action shall be in a timely manner. Disciplinary action includes, but is not limited to, oral reprimand, written reprimand, suspension and discharge depending on the severity of the issue or event.

Section 2. An oral reprimand shall not be deemed to have been issued unless the employee has been advised in writing that he/she has received an oral reprimand and a notation of such reprimand be made part of the personnel file for one (1) year assuming no other discipline on the issue occurs.

No written reprimand shall be deemed to have been issued unless the written communication is labeled a written reprimand. If the employer has reason to reprimand and/or counsel an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. A written reprimand shall remain in the employees' personnel file for two (2) years from the date of issuance and shall be removed after two (2) years providing no other discipline on the issue occurs.

Section 3. The parties agree that disciplinary procedures constitute a corrective process designed to improve an employee's behavior through counseling and to make the employee aware of the fact that failure to change will result in increased penalties. In the event it is necessary to discipline an employee, such employee shall be informed that he/she has the right to have a Union Representative present and shall be allowed time to arrange for such representation.

Section 4. When the appointing authority has reason to suspend or discharge an employee, the employee shall first be entitled to a pre-disciplinary hearing, with a representative of his/her choice, to respond to the alleged charges. After such hearing, if the appointing authority feels the employee should be disciplined, it will be done in the following manner:

1. Notice shall be in writing with a copy to the Union.
2. State the charges.
3. State the acts or omissions upon which the charges are based.
4. State the discipline imposed and the effective date or dates.
5. State the employee's right to appeal the action through the grievance procedure.

Serious discipline may be submitted directly to the State Board of Mediation and Arbitration.

ARTICLE XXV  
E.A.P. PROGRAM

The Employer and the Union recognize the value of counseling and assistance programs to those employees experiencing personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities.

The Employer and the Union will therefore aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance when necessary.

Request for assistance through "recommendation" or Supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.

The records concerning an employee's treatment for alcoholism, drugs or chemical substance, or stress related problems shall remain confidential and shall remain separate from other personnel materials.

Member's progress will be monitored by the Director or his designee, in the case of recommendation or referral.

Rehabilitation itself is the responsibility of the member. For members enrolled in a formal treatment program, the Director will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Members using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. A member may request an extension of sick leave for rehabilitation purposes; however, the failure of the City to grant said extension shall not be a grievable matter by the member or the Union.

To be eligible for continuation of employment on a rehabilitation pay basis, the member must have been employed at least one year; must maintain at least weekly contact with the Director; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

Upon successful completion of treatment, the member will be returned to active status without reduction of pay, grade or seniority.

Prior to hiring, each new Public Safety Dispatcher shall be required to undergo drug testing.

Employees are expected to abide by the City's Drug/Alcohol Free Workplace Policy.

Employees found to be under the influence of illegal drugs or alcohol through a reasonable suspicion test (alcohol .04 or greater) while on the job will be disciplined.

- First offense - Four (4) weeks suspension plus treatment by EAP and return to duty test.
- Second offense - Termination.

The City will schedule said class, provide instructors, etc. and schedule two (2) different time slots for each session.

Stress reduction training to be offered up to three (3) times during the calendar year.

Attendance is mandatory at two (2) out of the three (3) sessions. Dispatchers who do not attend scheduled training may be disciplined unless they are on a pre-scheduled vacation day (which was scheduled prior to the posting of the training class) or an approved sick or bereavement day. Attending dispatchers will be paid straight time for the time of the class only.

The Director of Emergency Communications has the authority in critical incidents to relieve dispatchers for EAP assistance without use of sick time. Should this occur, call in may be done out of order and by who resides closest to the department and likely to come in for overtime.

ARTICLE XXVI  
NO STRIKE/NO LOCKOUT

The Union agrees that it will not call, promote, condone or participate in any strike, sick out, sympathy strike, slowdown, concerted stoppage of work against the City, or any other intentional disruption of the operations of the City during the life of this Contract, and the City agrees that there shall be no lockout. In the event of any of the aforementioned activities by members of the bargaining unit, the Union agrees to direct said bargaining unit members to immediately return to work.

ARTICLE XXVII  
TUITION REIMBURSEMENT

The Tuition Reimbursement plan is designed to encourage the development of the employee by sharing the cost of educational programs directly related to his/her work, and to assist in preparing for future advancement with the City of Meriden.

Section 1. The following provisions are established to govern the administration of the City's Tuition Reimbursement Plan:

- a) Application for reimbursement will only be considered from full-time employees.
- b) Applications will be approved only for course work related to the employee's present position or for a position to which he/she may be promoted.

- c) Reimbursement shall be made only for course work completed at accredited public, business, trade schools, college, universities, and for courses completed through accredited correspondence schools.
- d) Applications will not be considered if the employee is receiving funds for the same course from any other source.
- e) Applications will not be considered if the course work is available to the employee through in-service training conducted by the City.
- f) Full-time Public Safety Dispatchers: The maximum amount of Tuition Reimbursement shall be \$750.00 per fiscal year.

The applicant must present an official school receipt indicating the cost of tuition course.

- g) Reimbursement shall be made only for course work in which the applicant received a grade "C" or its numerical equivalent, or better. Employees must present an official school transcript showing final grade received within one (1) week of receipt of grade by the employee.

Section 2.

The following procedure permits the employee to know in advance whether or not the course(s) will be approved for tuition reimbursement, assuming the course is completed with a satisfactory grade.

- a) Employee obtains a "Tuition Reimbursement Application" form from the Personnel Department.
- b) The employee forwards the forms to the supervisor for his/her respective department and then to the Fire Chief for his/her recommendation. Courses eligible for tuition reimbursement must be directly related to employees work with the City of Meriden.
- c) The Personnel Department reviews the application. One copy is returned to the employee. The other copy is retained by Personnel.
- d) Within one week after the employee has completed the course and has received his final grade, the employee submits his copy of the approved request form to the Director of Personnel along with his/her grade and tuition receipt.
- e) Upon receipt of the completed application form the Director of Personnel will prepare a service voucher to pay the employee for the amount of the tuition reimbursement.

ARTICLE XXVIII  
WAIVER OF BARGAINING

The foregoing constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the Parties have been covered herein and that it may not be reopened for change in its items or addition of new subject matters except by mutual agreement.

Any stipulated agreement entered into during the term of this agreement shall be appended hereto and shall be folded into the next contract to remain valid.

ARTICLE XXIX  
EVALUATIONS

Employees will be evaluated no less than once per year on the new on-line evaluation form which is attached to this agreement (Addendum B). Evaluations are grievable only up to the level of the Personnel Director and must be signed as an acknowledgement of receipt.

ARTICLE XXX

NEW HIRES

Section 1. New employees shall serve a probationary period of eight (8) months including completing a Training Program for a minimum of fourteen (14) weeks and shall have no seniority rights or recourse to arbitration provisions of this Agreement in the case of discharge or other discipline during this period but shall be subject to all clauses in this Agreement. New employees who have completed the training program and probationary period shall be known as permanent employees and the training and probationary period shall be considered included as seniority time. In the event a dispatcher is qualified prior to being hired by Meriden, he/she will be hired up to Step C at the City's discretion. This employee may still have to meet both the Training and Probationary periods as stated above.

Section 2. After completion of the State mandated certifications the new hire will be assigned to a Communications Training Officer, for training and evaluation.

During the training and probation period the new hire may be released from employment for failing any portion of the training or for just cause without recourse to the grievance section of this Collective Bargaining Agreement.

The training and probation period may be extended for remedial training with agreement of the Union President.

Upon successful completion of the training and probation period the New Hire will bid for a shift according to the Article VII, Section 5 of the CBA and will be moved to Step B on the wage scale unless employee is not hired at Step A, in which case they would then move to the next step on the salary matrix.

Section 4. New employees must sign up for direct deposit within thirty (30) days of employment.

Section 5. Probationary employees may not use any accrued leave until they complete six (6) months of employment. If the employee is ill a doctor's note may be required. If a probationary employee has five (5) unpaid absences in the six (6) month period they may be subject to discipline up to and including termination.

#### ARTICLE XXXI PENSION

For Employees hired before 7/1/11, the Pension provisions of the City of Meriden Ordinance on Pensions are hereby incorporated into and made part of this Agreement as amended from time to time through bargaining between the Coalition of Unions and the City.

For Employees hired on or after July 1, 2011 The exclusive retirement plan provided by the City for all full time employees shall be a direct contribution money purchase plan qualified under Section 401 (a) of the Internal Revenue Code, outlined in Appendix A .

#### ARTICLE XXXII UNIFORM ALLOWANCE

On or before January 1, 2008, the City agrees to supply uniform shirts to all Public Safety Dispatchers.

Upon completion of the training and probationary period an initial allotment of six (6) shirts will be issued to each dispatcher. The uniform will be worn during all work shifts. The City will replace uniforms when they become unserviceable. It will be the individual's responsibility to replace uniforms that are damaged outside the working environment. Dispatchers can purchase additional uniform items on their own, with the approval of the Director of Emergency Communications. Effective September 1, 2009, the City agrees to provide \$75.00 annually for uniform allowance. In order to be eligible for the \$75.00 an employee must be employed for a full two years as of the payment date (i.e., 9/1). Shirts issued to employees must be kept clean and presentable at all times.



Employees must wear business casual pants, skirts, knee length shorts; jeans may be worn if they are clean. Clothing that bears any portion of the employees' torso will not be allowed. Ripped clothing or soiled clothing will not be allowed while working in the Dispatch Center.

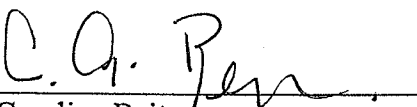
ARTICLE XXXIII  
DURATION

Section 1. The date of July 1, 2014 shall be the effective date of this agreement.

Section 2. This agreement shall remain in effect until June 30, 2016 and shall continue in effect from year to year except that it may be amended at any time by mutual agreement or upon any anniversary of said agreement by giving to the other party not less than one hundred twenty (120) days written notice of intention to propose amendments.

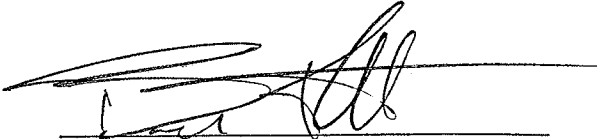
SIGNATURE PAGE

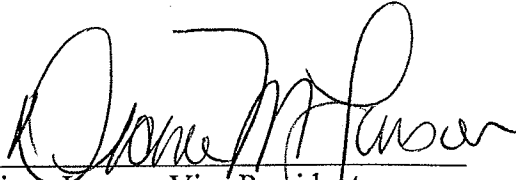
FOR THE CITY

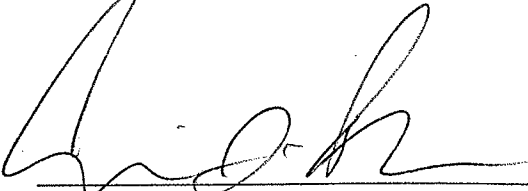
  
\_\_\_\_\_  
Caroline Beitman  
Personnel Director


Date: 7/22/14

FOR THE UNION

  
\_\_\_\_\_  
Brian Roller, President  
Public Safety Dispatchers #1303-405

  
\_\_\_\_\_  
Diane Larson, Vice President  
Public Safety Dispatchers #1303-405

  
\_\_\_\_\_  
Censio Ramos, Stewart  
Public Safety Dispatchers #1303-405

  
\_\_\_\_\_  
Anne Peckham, Staff Representative  
Council 4, AFSCME, AFL-CIO

# **Appendix A**

## **Wage Scale**

## Dispatcher Wage Scale

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
<b>7/1/2013</b>							
Dispatcher	\$18.58	\$19.41	\$20.26	\$21.12	\$21.97	\$22.83	\$24.06
	\$743.20	\$776.40	\$810.40	\$844.80	\$878.80	\$913.20	\$962.40
	\$38,646.40	\$40,372.80	\$42,140.80	\$43,929.60	\$45,697.60	\$47,486.40	\$50,044.80
Shift Supervisor						\$25.26	\$26.47
						\$1,010.40	\$1,058.80
						\$52,540.80	\$55,057.60
0.0% Increase from 7/1/12 - schedule change							
<b>7/1/2014</b>							
Dispatcher	\$18.77	\$19.60	\$20.46	\$21.33	\$22.19	\$23.06	\$24.30
	\$750.80	\$784.00	\$818.40	\$853.20	\$887.60	\$922.40	\$972.00
	\$39,041.60	\$40,768.00	\$42,556.80	\$44,366.40	\$46,155.20	\$47,964.80	\$50,544.00
Shift Supervisor						\$25.51	\$26.73
						\$1,020.40	\$1,069.20
						\$53,060.80	\$55,598.40
1.0% Increase from 7/1/13							
<b>7/1/2015</b>							
Dispatcher	\$18.96	\$19.80	\$20.66	\$21.54	\$22.41	\$23.29	\$24.54
	\$758.40	\$792.00	\$826.40	\$861.60	\$896.40	\$931.60	\$981.60
	\$39,436.80	\$41,184.00	\$42,972.80	\$44,803.20	\$46,612.80	\$48,443.20	\$51,043.20
Shift Supervisor						\$25.77	\$27.00
						\$1,030.80	\$1,080.00
						\$53,601.60	\$56,160.00
1.0% Increase from 7/1/14							

# **Appendix B**

## **DC Plan**

## Appendix B

### DC Plan

For New Employees hired on or after July 1, 2011 (who qualify for retirement benefits, 30 hours, 9 months, or 20 hours 12 months.)

The exclusive retirement plan provided by the City for all full time employees shall be a direct contribution money purchase plan qualified under Section 401 (a) of the Internal Revenue Code. The Plan shall be administered by ICMA-RC and shall include the following:

Employee shall contribute 5% of his/her base compensation on a pretax basis each pay period. With the first pay period after 10 years of pensionable service the 5% shall increase to 6%.

The City shall contribute, on a pre-tax basis, five percent (5%) of qualified employee base compensation. With the first pay period after 10 years of pensionable service the 5% shall increase to 6%.

Employees who are not employed on the last day of the contribution period will not be eligible for a contribution.

The employee's contributions shall vest immediately.

The City contribution begins to vest after 5 years of employment with the city at 20% per year to full vesting at 10 years. The City contributions shall immediately become 100 % vested if the employee (who has at least 1 year of service in plan) becomes totally disabled or dies while actively employed.

The employee may roll over into this account monies in another eligible retirement plan from a previous employer as allowed by law.

If employment with the City ends for any reason, vested balances can be transferred to another employer's qualified retirement plan as allowed by law.

In the event of a total and permanent disability, (as defined by social security disability) causing the cessation of any gainful employment, a plan participant may withdraw his/her account balance at any time without a reduction by the City.

Contributions to the DC Plan will be made quarterly unless they can be fully automated by the vendor in which case we can do it payroll by payroll.

City will commit to at least quarterly 401 (a) investment education for employees.

**(DC Plan Continued)**

Employee with 25 years of service and age 65 will have access to purchase insurance in the City's over 65 group for self and spouse at their cost. The retiree will be provided \$1,000 per year (paid toward monthly cost) of the employee's over 65 insurance if purchased through the City.

## **Appendix C**

# **Cigna Open Access Plus Coalition Health Insurance**



# SUMMARY OF BENEFITS

Connecticut General Life Insurance Co.  
*Your CIGNA HealthCare Open Access Plus plan*



## Features that Add Value

- Your plan offers the convenience of **referral-free** access to doctors, and the option to select a personal **Primary Care Physician (PCP)** as your source for routine care and guidance when you need specialized care. As your needs change, so may your choice of doctors. That's why you can change your PCP for any reason.
- The CIGNA HealthCare 24-Hour Health Information Line<sup>SM</sup> connects you to **trained nurses** and a **library** of hundreds of recorded programs on important health topics 24 hours a day, seven days a week, from anywhere in the U.S.
- **CIGNA Healthy Rewards<sup>®</sup>** includes special offers on health and wellness programs and services often not covered by many traditional benefits plans. Just call 1.800.870.3470 or visit our web site at [www.cigna.com](http://www.cigna.com).
- **CIGNA Behavioral Advantage** emphasizes the mind-body connection. The program provides support from medical and mental health case managers, as well as a number of tools and resources, to help you take control of your health and wellness.

## Quality Service Is Part of Quality Care

- **Service** is at the heart of everything we do. Our goal is to give you: fast, accurate answers; responsive, courteous and professional assistance; and ease and convenience in finding the information you need to manage your health.
- **www.cigna.com** – Visit our **interactive Web site** to learn more about your plan and get health information, 24 hours a day. Once you enroll, register for **myCIGNA.com**, our convenient, secure web site that combines helpful easy-to-use tools with personalized benefits information to help you make the most of your plan.
- **We Speak Many Languages<sup>SM</sup>**. We offer **Language Line Services** so that you can **talk with us** in 150 different languages. Just call Customer Service and ask for an interpreter to assist you.

## It's Your Health

When you choose CIGNA HealthCare, you can take advantage of our **health and wellness** programs:

- We encourage you to use a **PCP** as a valuable resource and personal health advocate.
- **Preventive care services** for your children through age 2 and any additional preventive care benefits described in the Benefits Highlights.
- **CIGNA Well Informed** provides members with customized medical and wellness information to help them make healthier choices, better understand a diagnosis or treatment, and manage their health. The program includes personalized letters and other educational information to help you improve your health. Only you, your doctor and CIGNA have access to this information.
- **CIGNA Well Aware for Better Health<sup>®</sup>** can help you **manage** certain chronic conditions.
- The **CIGNA HealthCare Healthy Babies<sup>®</sup>** program provides you with information to help you have a **healthy pregnancy** and a **healthy baby**.

## You Can Depend on CIGNA HealthCare

- **Quality** comes first. We select "preferred providers" carefully. And we make sure you have a **wide range** of doctors to choose from.
- **Emergency and urgent care** are covered wherever you go, worldwide, **24 hours a day**. Urgent care centers can take care of your urgent care needs, and your cost is lower.

## It's Your Choice

- When you visit network providers, you get access to quality care at the lowest out-of-pocket costs. Your plan also offers the freedom to choose the providers you prefer — even if they aren't part of the network. Your benefits are the highest when you see "preferred providers," but you're still covered for visits to other providers. Participating providers charge a discounted rate for CIGNA members. If you use a non-network provider, the provider may bill you for the difference between the billed charge and the allowed amount under your benefit plan, in addition to applicable (higher than in-network) deductibles and coinsurance amounts.

*CIGNA HealthCare Benefit Summary  
Meriden City and Board of Education  
Open Access Plus OAP4 /OAP4N  
Branches 103,119,138,142,165,104,152,C104, C103,  
City Public Works, MME, Public Health Nurses,  
Supervisors, Dispatchers*

<b>BENEFIT INFORMATION</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<i>Calendar Year Plan Deductible Individual / Family Maximum</i>	None / None	\$250 / \$500
<i>Calendar Year Out-of-Pocket Maximum Individual / Family Maximum</i>	None / None	<i>Including Plan Deductible</i> \$1,250 / \$2,500
<i>Coinsurance</i>	CIGNA HealthCare pays 100% of eligible charges. You pay 0% of charges.	CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible.
<i>Precertification - Inpatient - PHS+ (required for all inpatient admissions)</i>	Coordinated by your physician	Participant must obtain approval for inpatient admission; subject to penalty/reduction or denial for non-compliance.
<i>Precertification - Outpatient - PHS+ (required for selected outpatient procedures and diagnostic testing or outpatient services)</i>	Coordinated by your physician	Participant must obtain approval for selected outpatient procedures and diagnostic testing; subject to penalty/reduction or denial for non-compliance.
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Pre-existing Condition Limitation</i>	No	No
<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<i>Physician Services Primary Care Physician (PCP) Office Visit</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	20% of charges**
<i>Specialty Physician Office Visit Consultant and Referral Physician Services</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	20% of charges**
<i>Note: A copayment applies for OB/GYN visits. If your doctor is listed as a PCP in the provider directory, you will pay a PCP copayment. If your doctor is listed as a specialist, you will pay the specialist copayment.</i>		
<i>Allergy Treatment/Injections - PCP or Specialty Physician</i>	\$25 copayment per office visit or actual charge, whichever is less	20% of charges**
<i>Allergy Serum (dispensed by physician in office)</i>	No charge	20% of charges**
<i>Second Opinion Consultations (provided on voluntary basis)</i>	\$25 copayment per office visit	20% of charges**
<i>Surgery Performed in the Physician's Office- PCP or Specialty Physician</i>	\$25 copayment per office visit	20% of charges**
<i>Preventive Care Routine Preventive Care for Children through age 2 (including routine immunizations)</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	20% of charges**
<i>Immunizations (including immunizations specific to travel)</i>	No charge, no plan deductible	20% of charges**
<i>Routine Preventive Care for Children and Adults from age 3 (including routine immunizations) Unlimited maximum per calendar year</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.	20% of charges**
<i>Immunizations (including immunizations specific to travel)</i>	No charge, no plan deductible	20% of charges**
<i>Preventive Mammograms, PSA, Pap Test</i>	No charge, no plan deductible	20% of charges**
<i>Diagnostic Mammograms, PSA, Pap Test</i>	No charge, no plan deductible if billed by independent diagnostic facility or outpatient hospital;	20% of charges**
<i>Note: Diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.</i>	\$25 copayment per visit for associated wellness exam	

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<b>Inpatient Hospital Services including:</b> <i>Semi-Private Room and Board</i> <i>Diagnostic/Therapeutic Lab and X-ray</i> <i>Drugs and Medication</i> <i>Operating and Recovery Room</i> <i>Radiation Therapy and Chemotherapy</i> <i>Anesthesia and Inhalation Therapy</i> <i>MRIs, MRAs, CAT Scans, PET Scans, etc.</i>	\$200 copayment per admission	20% of charges*  Precertification required
<b>Inpatient Hospital Doctor's Visits/Consultations</b> <b>Inpatient Hospital Professional Services</b>	No charge No charge	20% of charges** 20% of charges**
<b>Outpatient Facility Services includes:</b> <i>Operating Room, Recovery Room, Procedure Room and Treatment Room and Observation Room including:</i> <i>Diagnostic/Therapeutic Lab and X-rays</i> <i>Anesthesia and Inhalation Therapy</i> <b>Physician &amp; Outpatient Professional Services</b>	\$200 copayment per facility visit    No charge	20% of charges**    20% of charges**
<b>Laboratory and Radiology Services</b> <i>(includes preadmission testing)</i> <b>Physician's Office</b>  <b>Outpatient Hospital Facility</b>  <b>Emergency Room/Urgent Care Facility</b> <i>(billed by facility as part of the Emergency Room/Urgent Care visit)</i>  <b>Independent X-Ray and/or Lab Facility</b>  <b>Independent X-Ray and/or Lab Facility</b> <i>(in conjunction with an Emergency Room visit)</i>	No charge  No charge  No charge  No charge  No charge	20% of charges**  20% of charges**  No charge  20% of charges**  No charge
<b>Advanced Radiological Imaging</b> <i>(MRIs, MRAs, CAT Scans, PET Scans, etc.)</i>  <b>Outpatient Facility</b>  <b>Emergency Room</b> <i>(billed by facility as part of the Emergency Room visit)</i>  <b>Physician's Office</b>	No charge  No charge  No charge	20% of charges**  No charge  20% of charges**
<b>Short-Term Rehabilitative Therapy</b> — <i>(includes physical therapy, occupational therapy, speech therapy and cognitive therapy)</i> 50 days per calendar year# for all therapies combined. Additional days  <u>Note:</u> <i>therapy sessions provided as part of Home Health Care accumulate to the Short-Term Rehab Therapy maximum.</i>  <b>Chiropractic Care</b> <b>Office Visit</b>  <b>Outpatient Cardiac Rehabilitation and Pulmonary Rehab</b> – Unlimited maximum per calendar year	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.  20% of charges    \$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.  No charge	20% of charges**    20% of charges**    \$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.  20% of charges**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Emergency and Urgent Care Services</i>  <i>Physician's Office – PCP or Specialty Physician</i></p> <p><i>Hospital Emergency Room</i></p> <p><i>Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician)</i></p> <p><i>Urgent Care Facility or Outpatient Facility</i></p> <p><i>Ambulance</i></p>	<p>\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.</p> <p>\$50 copayment per visit (<i>copay waived if admitted</i>)</p> <p>No charge</p> <p>\$25 copayment per visit (<i>copay waived if admitted</i>)</p> <p>No charge</p>	
<p><i>Maternity Care Services</i>  <i>Initial Office Visit to Confirm Pregnancy</i>  <i>Note: A copayment applies for OB/GYN visits. If your doctor is listed as a PCP in the provider directory, you will pay a PCP copayment. If your doctor is listed as a specialist, you will pay the specialist copayment.</i></p> <p><i>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)</i></p> <p><i>Office Visits not included in the total maternity fee performed by OB or Specialty Physician</i></p> <p><i>Delivery - Facility (Inpatient Hospital/Birthing Center Charges)</i></p>	<p>\$25 copayment for initial office visit; No charge after office visit copay if only x-ray and/or lab services are performed and billed.</p> <p>No charge</p> <p>\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.</p> <p>\$200 copayment per admission</p>	<p>20% of charges**</p> <p>20% of charges**</p> <p>20% of charges**</p> <p>20% of charges*, precertification required</p>
<p><i>Inpatient Services at Other Health Care Facilities</i>  <i>Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities</i>            180 days maximum per calendar year# combined for all facilities listed</p>	<p>\$200 copayment per admission</p>	<p>20% of charges**</p>
<p><i>Home Health Services – Includes outpatient private duty nursing when approved as medically necessary</i>            Unlimited maximum per calendar year;            16 hour maximum per day#</p>	<p>No charge</p>	<p>20% of charges**</p>
<p><i>Family Planning Services</i>  <i>Office Visits (lab &amp; radiology tests, counseling)</i></p> <p><i>Vasectomy/Tubal Ligation (excludes reversals)</i>  <i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Physician's Services – Inpatient or Outpatient Physician's Office</i></p>	<p>\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.</p> <p>\$200 copayment per admission</p> <p>\$200 copayment per facility visit</p> <p>No charge            \$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.</p>	<p>20% of charges**</p> <p>20% of charges*, precertification required</p> <p>20% of charges**</p> <p>20% of charges**            20% of charges**</p>

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Infertility Services</b> <i>Office Visit (lab &amp; radiology tests, counseling)-PCP or Specialty Physician</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	20% of charges**
<b>Treatment/Surgery (includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc.)</b> <i>Inpatient Facility</i>	\$200 copayment per admission	20% of charges*, precertification required
<i>Outpatient Facility</i>	\$200 copayment per facility visit	20% of charges**
<b>Physician's Services - Inpatient or Outpatient</b> <i>Lifetime Maximum: Unlimited</i>	No charge	20% of charges**
<b>TMJ - Surgical and Non-Surgical-case-by-case basis.</b> <i>Includes coverage of appliance. Subject to medical necessity.</i> <i>Physician's Office</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	20% of charges**
<i>Inpatient Facility</i>	\$200 copayment per admission	20% of charges*, precertification required
<i>Outpatient Facility</i>	\$200 copayment per facility visit	20% of charges**
<b>Physician's Services - Inpatient or Outpatient</b>	No charge	20% of charges**
<b>Bariatric Surgery</b> <i>Treatment of clinically severe obesity, as defined by the Body Mass Index (BMI)</i> The following are excluded: <ul style="list-style-type: none"> <li>• Medical and surgical services to alter appearances of physical changes that are the result of any surgery performed for the management of obesity of clinically severe (morbid) obesity.</li> <li>• Weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.</li> </ul>		
<i>Physician's Office</i>	\$25 copayment per office visit; No charge after office visit copay if only x-ray and/or lab services performed and billed.	20% of charges**
<i>Inpatient Facility</i>	\$200 copayment per admission	20% of charges*, precertification required
<i>Outpatient Facility</i>	\$200 copayment per facility visit	20% of charges**
<b>Physician's Services - Inpatient or Outpatient</b>	No charge	20% of charges**
<b>Mental Health</b> <i>Inpatient -</i> Unlimited maximum per calendar year	\$200 copayment per admission	20% of charges*, precertification required
<i>Outpatient Mental Health (includes Individual, Group Therapy and Intensive Outpatient) (applies to Physician's Office and Outpatient Facility services) -</i> Unlimited maximum per calendar year	No charge	20% of charges**
<b>Substance Abuse</b> <i>Inpatient -</i> Unlimited maximum per calendar year	\$200 copayment per admission	20% of charges*, precertification required
<i>Outpatient Substance Abuse (includes Individual and Intensive Outpatient) (applies to Physician's Office and Outpatient Facility services) -</i> Unlimited maximum per calendar year	No charge	20% of charges**

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<i>Durable Medical Equipment</i> Unlimited maximum per calendar year	No charge	20% of charges**
<i>External Prosthetic Appliances</i> Unlimited maximum per calendar year	No charge	20% of charges**
<i>Hearing Aids</i> <b>Note:</b> Hearing Aid coverage available to dependent children age 12 years and under with a maximum of \$1,000 within a two year period.	No charge	20% of charges**
<i>Wigs</i> -Covered up to a \$350 maximum per person per calendar year#	No charge	20% of charges**
<i>Elastic Stockings</i>	No charge	20% of charges**
<i>Hearing Exam</i> One hearing exam every calendar year#	\$25 copayment per office visit	20% of charges**

\*\* *Out-of-network services are subject to calendar year deductible and maximum reimbursable charge limitations. Providers may bill the member the difference between their billed charge and the maximum reimbursable charge as determined by the benefit plan.*

# *In-network and out-of-network services apply to the same treatment or dollar maximum.*

Footnotes:

Regarding In-Network and Out-of-Network Services:

- *Once the out-of-pocket maximum is reached, the plan pays 100% of eligible charges for the remainder of the plan year, including Mental Health and Substance Abuse services*

Regarding In-Network Services:

- *All services must be provided by one of the preferred providers on our list in order to be covered.*

Regarding Out-of-Network Services:

- *Your out-of-pocket costs will be higher than with a preferred provider.*
- *All out-of-network hospital admissions and certain outpatient surgical and diagnostic procedures must be precertified and are subject to Continued Stay Review (CSR). A penalty applies to admissions which are not precertified. Non-approved admissions/days result in denial of benefits. The precertification penalty or cost of denied benefits does not apply to deductible or out-of-pocket maximum.*

**Case Management**

Coordinated by CIGNA HealthCare. This is a service designed to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

**Medical Benefit Exclusions (by way of example but not limited to):**

Your plan provides coverage for medically necessary services. Your plan does not provide coverage for the following except as required by law:

1. Care for health conditions that are required by state or local law to be treated in a public facility.
2. Care required by state or federal law to be supplied by a public school system or school district.
3. Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
4. Treatment of an illness or injury which is due to war, declared or undeclared.
5. Charges for which you are not obligated to pay or for which you are not billed or would not have been billed except that you were covered under this Agreement.
6. Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
7. Any services and supplies for or in connection with experimental, investigational or unproven services. Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the Healthplan Medical Director to be: Not demonstrated, through existing peer-reviewed, evidence-based scientific literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed; or Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use; or The subject of review or approval by an Institutional Review Board for the proposed use, except as provided in the "Clinical Trials" section of "Covered Services and Supplies;" or The subject of an ongoing phase I, II or III clinical trial, except as provided in the "Clinical Trials" section of "Covered Services and Supplies."

#### Benefit Exclusions-Continued:

8. Cosmetic Surgery and Therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
9. The following services are excluded from coverage regardless of clinical indications: Dance therapy, movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
10. Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental x-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, and are functional in the arch.
11. Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
12. Court ordered treatment or hospitalization, unless such treatment is being sought by a Participating Physician or otherwise covered under "Covered Services and Supplies."
13. Reversal of male and female voluntary sterilization procedures.
14. Transsexual surgery, including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
15. Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
16. Medical and hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under the Agreement.
17. Non-medical counseling or ancillary services, including, but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return-to-work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays, autism or mental retardation.
18. Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including, but not limited to routine, long-term or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
19. Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Inpatient Hospital Services," "Outpatient Facility Services," "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of "Covered Services and Supplies."
20. Private hospital rooms and/or private duty nursing except as provided in the Home Health Services section of "Covered Services and Supplies".
21. Personal or comfort items such as personal care kits provided on admission to a hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of illness or injury.
22. Artificial aids, including but not limited to corrective orthopedic shoes, arch supports, garter belts, corsets and dentures.
23. Hearing aids, including, but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound. Except as otherwise noted within benefit summary. Not limited to hearing aids for insureds age 13 years of age or older.
24. Aids or devices that assist with non-verbal communications, including, but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
25. Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
26. Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
27. Treatment by acupuncture.
28. All non-injectable prescription drugs, injectable prescription drugs that do not require physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in "Covered Services and Supplies."
29. Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
30. Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
31. Genetic screening or pre-implantation genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically-linked inheritable disease.
32. Dental implants for any condition.
33. Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Healthplan Medical Director's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
34. Blood administration for the purpose of general improvement in physical condition.
35. Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
36. Cosmetics, dietary supplements and health and beauty aids.

**Benefit Exclusions-Continued:**

37. All nutritional supplements and formulae are excluded, except for infant formula needed for the treatment of inborn errors of metabolism. Except as otherwise noted within benefit summary.
38. Expenses incurred for medical treatment by a person age 65 or older, who is covered under this Agreement as a retiree, or his Dependents, when payment is denied by the Medicare plan because treatment was not received from a Participating Provider of the Medicare plan.
39. Expenses incurred for medical treatment when payment is denied by the Primary Plan because treatment was not received from a Participating Provider of the Primary Plan.
40. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
41. Telephone, e-mail & Internet consultations and telemedicine.
42. Massage Therapy

**This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your Group Service Agreement or Certificate.**

**These Are Only the Highlights**

*As you can see, the plan is designed to combine in-depth coverage with cost-effective prices. This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations including legislated benefits are contained in the Summary Plan Description or Insurance Certificate. This plan is insured and/or administered by Connecticut General Life Insurance Company, a CIGNA Company.*

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**Catalog Number: BSM49271 (01/2011)**

**(06)**

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**Appendix D**  
**CIGNA HSA**

**Meriden City and Board of Education HDHP OAP Coinsurance Plan - HDP2I, HDP2F, HD2NI, HDSNF: Open Access Plus**

Coverage Period: 07/01/2014 - 06/30/2015

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for:** Individual/Individual + Family | **Plan Type:** OAP



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.myCigna.com](http://www.myCigna.com) or by calling 1-800-Cigna24

Important Questions	Answers	Why this Matters
What is the overall deductible?	For in-network providers \$2,000 person / \$4,000 family For out-of-network providers \$2,000 person / \$4,000 family Deductible per person applies when the employee is the only person covered under the plan. Does not apply to in-network preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For in-network providers \$4,000 person / \$8,000 family / For out-of-network providers \$4,000 person / \$8,000 family Out-of-pocket limit for person applies when the employee is the only person covered under the plan.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, penalties for no pre-authorization, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see <a href="http://www.myCigna.com">www.myCigna.com</a> or call 1-800-Cigna24	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).  
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.ccio.cms.gov](http://www.ccio.cms.gov) or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why this Matters:
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <b>excluded services</b> .



- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** of the service. For example, if the health plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charge is \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No charge	20% co-insurance	-----none-----
	Specialist visit	No charge	20% co-insurance	-----none-----
	Other practitioner office visit	No charge for visits 1-50 and 20% co-insurance for visits 51+ for Chiropractor	20% co-insurance	-----none-----
	Preventive care/screening/immunization	No charge	20% co-insurance	-----none-----
<b>If you have a test</b>	Diagnostic test (X-ray, blood work)	No charge	20% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	No charge	20% co-insurance	-----none-----

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
Covered through Medco	Generic drugs	\$0 co-pay/prescription (retail), \$0 co-pay/prescription (home delivery)	Not Covered	Coverage is limited up to a 30-day supply (retail) and up to a 90-day supply (home delivery)
	Preferred brand drugs	\$0 co-pay/prescription (retail), \$0 co-pay/prescription (home delivery)	Not Covered	Coverage is limited up to a 30-day supply (retail) and up to a 90-day supply (home delivery)
	Non-preferred brand drugs	\$0 co-pay/prescription (retail), \$0 co-pay/prescription (home delivery)	Not Covered	Coverage is limited up to a 30-day supply (retail) and up to a 90-day supply (home delivery)
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% co-insurance	-----none-----
	Physician/surgeon fees	No charge	20% co-insurance	-----none-----
	Emergency room services	No charge	No charge	-----none-----
	Emergency medical transportation	No charge	No charge	-----none-----
If you need immediate medical attention	Urgent care	No charge	No charge	-----none-----
	Facility fee (e.g., hospital room)	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification.
	Physician/surgeon fees	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification.
If you have a hospital stay	Mental/Behavioral health outpatient services	No charge	20% co-insurance	-----none-----
	Mental/Behavioral health inpatient services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification.
	Substance use disorder outpatient services	No charge	20% co-insurance	-----none-----
	Substance use disorder inpatient services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification.
If you are pregnant	Prenatal and postnatal care	No charge	20% co-insurance	-----none-----
	Delivery and all inpatient services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification.

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.cclio.cms.gov](http://www.cclio.cms.gov) or call 1-800-Cigna24 to request a copy.

Common Medical Event	Services You May Need	Your Cost if you use an		Limitations & Exceptions	
		In-Network Provider	Out-of-Network Provider		
If you need help recovering or have other special health needs	Home health care	No charge	20% co-insurance	Coverage is limited to 200 days annual max. Maximums cross-accumulate.	
	Rehabilitation services	No charge for visits 1-50 and 20% co-insurance for visits 51+ for Short Term Rehab; No charge for Cardiac and Pulmonary Rehab	20% co-insurance	-----none-----	
	Habilitation services	Not Covered	Not Covered	-----none-----	
	Skilled nursing care	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for no precertification. Coverage is limited to 220 days annual max	
	Durable medical equipment	No charge	20% co-insurance	-----none-----	
	Hospice services	No charge	20% co-insurance	Lesser of 50% of covered expenses or \$500 penalty for failure to precertify inpatient hospice services.	
	If your child needs dental or eye care	Eye Exam	Not Covered	Not Covered	-----none-----
		Glasses	Not Covered	Not Covered	-----none-----
		Dental check-up	Not Covered	Not Covered	-----none-----

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.cclio.cms.gov](http://www.cclio.cms.gov) or call 1-800-Cigna24 to request a copy.

## Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult)</li> <li>• Dental care (Children)</li> <li>• Eye care (Children)</li> <li>• Habilitation services</li> </ul>	<ul style="list-style-type: none"> <li>• Long-term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> <li>• Private-duty nursing</li> <li>• Routine eye care (Adult)</li> <li>• Routine foot care</li> <li>• Weight loss programs</li> </ul>

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<ul style="list-style-type: none"> <li>• Bariatric surgery</li> <li>• Chiropractic care</li> <li>• Hearing aids (Children)</li> <li>• Infertility treatment</li> </ul>	

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.ccio.cms.gov](http://www.ccio.cms.gov) or call 1-800-Cigna24 to request a copy.

### **Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-Cigna24. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov).

### **Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the program for this plan's situs state: Connecticut Office of the Healthcare Advocate at 866-466-4446. However, for information regarding your own state's consumer assistance program refer to [www.healthcare.gov](http://www.healthcare.gov).

### **Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

### **Does this Coverage Meet the Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

### **Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinekehgo shika atohwol ninisingo, kwijijigo holne' 1-800-244-6224.

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

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Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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## Coverage Examples

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

#### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

**Note:** These numbers assume enrollment in individual-only coverage.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$5,510
- Patient pays: \$2,030

##### Sample care costs:

Hospital charges (mother)	\$2,700
Routine Obstetric Care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

##### Patient pays:

Deductible	\$2,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$30
<b>Total</b>	<b>\$2,030</b>

#### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$3,080
- Patient pays: \$2,320

##### Sample care costs:

Prescriptions	\$2,900
Medical equipment and supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

##### Patient pays:

Deductible	\$2,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$320
<b>Total</b>	<b>\$2,320</b>

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or pre-existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**✗ No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**✗ No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**✓ Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**✓ Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Plan ID:** 75937  
**Plan Name:** Meriden City and Board of Education HDHP OAP Coins

Questions: Call 1-800-Cigna24 or visit us at [www.myCigna.com](http://www.myCigna.com).

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## **Appendix E**

# **Medical Coalition Health Insurance Agreement**

AGREEMENT BETWEEN  
COALITION OF AFSCME UNIONS  
AND CITY OF MERIDEN

Effective 7/1/14:

H S A Funding 55% (2000 /4000)

9%\* / 11%

PPO 18%\* / 20%

Effective 7/1/14 the Closed Express Scripts RX formulary will be in place.

Effective 7/1/14 employees entering the H S A after 7/1 of each year will have their H S A employer contribution prorated by the number of months remaining in the year.

The City will make every attempt to allow employees time to choose plans through June 16<sup>th</sup>.

The agreement is for one (1) year.

The parties agree to continue the current health negotiations for a multiyear agreement despite this agreement.

All employees turning 65 who plan to enroll in Medicare (even part A only) in the fiscal year will be enrolled in the PPO Plan as of July1, 2014. The PPO Cost share for these employees who were enrolled in the H S A plan for one full year preceding the change is 15% \* / 17%

\* With Wellness

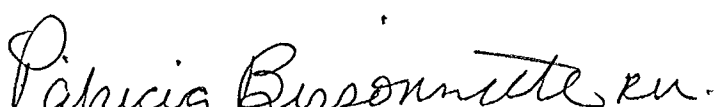
CITY OF MERIDEN

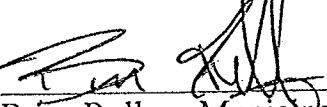
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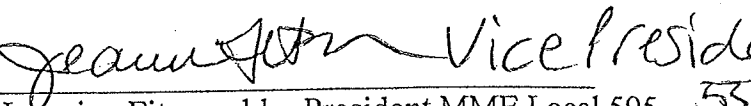
  
Caroline Beitman, Personnel Director

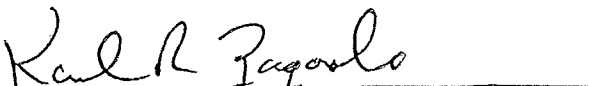
  
Wayne Marshall - Staff Representative

Date: JULY 24, 2014

  
Patricia Bissonette - President Public Health Nurses

  
Brian Roller - Municipal Dispatchers - Local 1303-405

  
Jeannine Fitzgerald - President MME Local 595 55<sup>th</sup>

  
Karl R. Zagorski