

COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of Naugatuck

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424 - Unit 15B

Naugatuck Police 911 Dispatchers

July 1, 2018 through June 30, 2022

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 Recognition	1
ARTICLE 2 Union Security	1
ARTICLE 3 Employee Rights and Representation/Union Leave	2
ARTICLE 4 Management Rights	2
ARTICLE 5 Stability of Agreement	2
ARTICLE 6 Holidays	3-4
ARTICLE 7 Seniority	4-5
ARTICLE 8 Work Schedules and Overtime	5-8
ARTICLE 9 Layoff Procedure	8-9
ARTICLE 10 Grievance Procedure	9-10
ARTICLE 11 Bereavement Leave	10-11
ARTICLE 12 Pension Plan	11
ARTICLE 13 Longevity	11
ARTICLE 14 Personal Leave	11-12
ARTICLE 15 Sick Leave	12
ARTICLE 16 No Strike – No Lockout	13
ARTICLE 17 Articles Covered by State and/or Federal Law	13
ARTICLE 18 Education	13-14
ARTICLE 19 Hospitalization and Insurance	14-17
ARTICLE 20 Leave of Absence Without Pay	18
ARTICLE 21 Mileage	19
ARTICLE 22 Vacation Pay	18-19
ARTICLE 23 Past Practice Clause	20
ARTICLE 24 Disciplinary Action	20-21
ARTICLE 25 Union Meetings	21-22
ARTICLE 26 Right to Review	22
ARTICLE 27 Drug and Alcohol Testing/Substance Abuse	22-24
ARTICLE 28 Miscellaneous	25-27
ARTICLE 29 Duration	27
Signature Block	27
Appendix A Salaries	29
Appendix B Insurance Matrix	
Appendix C Pension Plan	
Appendix D Addendum to Pension Plan	29-31

ARTICLE 1
RECOGNITION

The Borough of Naugatuck recognizes the United Public Service Employees Union, Local 424 – Unit 15-B, as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment of all full time 911 police dispatchers, in accordance with a certain Recognition Agreement dated February 8, 1984 as amended and in accordance with ME-25148 (Decision No. 4046) and as amended herein by the parties.

ARTICLE 2
UNION SECURITY

SECTION 1

During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

SECTION 2

Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

SECTION 3

The amount of dues deducted under this Article, together with a list of employees, shall be remitted to UPSEU within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

SECTION 4

The Union shall indemnify the Employer for any liability or damages incurred by the Employer in enforcing this Article.

ARTICLE 3
EMPLOYEE RIGHTS AND REPRESENTATION/UNION LEAVE

SECTION 1

The Union Steward or designee shall be granted union leave time without loss of pay for the time required to discuss and process any grievance with the employee or others involved, provided that the Chief of Police (or in his absence, the Acting Chief of Police) is notified of such request, which shall not be unreasonably denied.

The Union Steward or designee shall be granted union leave time off without loss of pay for the time required to participate in any formal or informal mediations, Labor Board hearings scheduled between the Borough and Union, any grievance step described in this contract and/or any arbitration proceeding consequent thereto.

SECTION 2

A Union Officer and/or the Union Steward, or his/her designee, shall be permitted to discuss official Union business (including grievances) with (a) the Mayor or his/her designee at a mutually convenient time.

SECTION 3

An aggregate total of twenty four (24) hours in each contract year shall be available for bargaining unit members to attend State Conventions and/or conferences of the Union and International Conventions of the Union, without a loss of pay. Employees wishing to avail themselves of the use of such hours, shall provide the Chief of Police or his designee with reasonable notice of their desire to attend the aforementioned Union function. Approval shall not be unreasonably denied.

The parties agree that no more than one (1) bargaining unit employee may attend any such function at the same time, provided, however, that at the Chief of Police's discretion, a second bargaining unit employee may attend the same function.

The use of the twenty four (24) hours shall be in no less than an aggregate of two (2) eight (8) hour increments, and two (2) four (4) hour increments.

ARTICLE 4 **MANAGEMENT RIGHTS**

Except as otherwise limited by an express provision of this Agreement, the Borough reserves and retains, all the lawful and customary rights, powers and prerogatives of management. Such rights include, but are not limited to, the right to determine staffing levels; to appoint, assign and direct personnel; to establish new positions; to negotiate rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations; and to determine and/or change methods, processes, equipment and facilities.

ARTICLE 5 **STABILITY OF AGREEMENT**

No amendment, alteration or variation of the terms of this agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE 6
HOLIDAYS

SECTION 1

Each full-time employee shall receive eight (8) hours holiday pay based upon his/her regular hourly rate for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Day before Christmas Day
	Christmas Day

SECTION 2

An employee may, upon reasonable notice and with the permission of the Chief of Police take day(s) off in lieu of holiday pay, provided there is no additional cost to the Borough.

SECTION 3

In the event that an unanticipated holiday or day of mourning is declared by the Mayor, or his/her designee, and celebrated by all other Borough employees, other than Board of Education employees, in the form of time off with pay, bargaining unit members shall receive the equivalent amount of time off with pay to be used at a later date. Use of such time shall be by mutual agreement of the employee and the Chief of Police.

SECTION 4

All holiday pay earned shall be accumulated, held in escrow and paid twice each year. The first payment shall be made for holiday pay earned for the period April 1st - November 30th. Said payment shall be made on or before December 10th. The second payment shall be made for holiday pay earned for the period December 1st - March 31st. Said payment shall be made no later than April 10th.

SECTION 5

If an employee is scheduled to work a holiday, and works such holiday, the employee shall receive his/her regular hourly straight time wages for such time and bank the holiday in accordance with Article 6, Section 4.

If an employee is not scheduled to work a holiday and does not work such holiday, he/she shall bank the holiday in accordance with Article 6, Section 4.

If an employee is not scheduled to work a holiday and works such holiday, he/she shall receive double time for such holiday and bank the holiday in accordance with Article 6, Section 4.

ARTICLE 7 **SENIORITY**

SECTION 1

The Borough, with the cooperation of the Union, shall prepare a list of full-time and part-time employees showing their seniority and length of service with the Borough and deliver same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to the list.

SECTION 2

New full time and part-time employees shall serve a probationary period of one hundred twenty (120) working days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. The dismissal or reprimand of a probationary employee during the probationary period shall not be subject to the grievance procedure. Working days shall be defined as days that the employee actually attended work. Upon successful completion of the probationary period, the new full time employee's first date of actual employment shall be used for purposes of length of service. Probationary employees may be evaluated once per month by the Chief of Police or his designee. Such evaluation shall be shared with the employee.

SECTION 3

All vacancies and new positions shall be posted for a period of seven (7) consecutive working days on bulletin boards to be provided for such purposes, prior to any action taken by the Borough to fill such vacancies or new positions. The Borough and the Union may waive the posting requirements on a case by case basis when it is mutually advantageous to do so. Such waiver shall be reduced to a written agreement.

SECTION 4

Copies of job posting and a list of members of the bargaining unit bidding for the job, in writing, shall be sent to the Unit President at the beginning of the posting period.

SECTION 5

When a vacancy exists or a new position is created, the internal bargaining unit applicant with the highest seniority within the union shall be given first opportunity to fill the position. If no one in the bargaining unit applies for the position, the position shall be posted outside of the bargaining unit.

SECTION 6

Any employee who applies for a transfer based on the provisions of Section 5 of this Article shall not be considered probationary; but shall serve a sixty (60) day adjustment period at which time if he/she is not successful shall be transferred back to the position occupied prior to the transfer.

ARTICLE 8 **WORK SCHEDULES AND OVERTIME**

SECTION 1

Dispatchers shall work in three (3) regular shifts of eight (8) hours each shift, as set forth in Section 3 below.

Dispatchers shall work a five (5) consecutive day on, two (2) consecutive day off, five (5) consecutive day on, three (3) consecutive day off weekly schedule. Dispatchers shall be entitled to a one-half (1/2) hour daily paid meal period.

SECTION 2

The Borough shall have the right to require overtime work consistent with the demands of public service.

SECTION 3

Dispatchers shall bid their shifts by seniority as follows:

- First shift: 6:30 a.m. to 2:30 p.m. (½ hour paid lunch)
- Second shift: 2:30 p.m. to 10:30 p.m. (½ hour paid lunch)
- Third shift: 10:30 p.m. to 6:30 a.m. (½ hour paid lunch)

Bidding on shifts shall occur in March and September of each calendar year, posted in the first week of May (March bidding) and first week of November (September bidding) of such calendar year with an effective date of the first Sunday in July (March bidding) and first Sunday in January (September bidding). Bids shall be awarded by seniority.

SECTION 4

Effective July 1, 2015, all full-time dispatchers working between the hours of 14:30 and 22:30 shall be paid forty-five cents (.45) cent per hour in addition to their regular hourly pay.

Effective July 1, 2015, all full-time dispatchers working between the hours of 22:30 and 06:30 shall be paid fifty-five cents (.55) cent per hour in addition to their regular hourly pay.

Employees shall receive overtime for working any unscheduled shift. Employees shall be paid for wages of forty (40) hours per week as per current practice.

Bargaining unit employees called back to work outside of his/her regular work hours will be provided with either: (1) four (4) hours of work at time and one-half (1½) or (2) four (4) hours of pay at time and one-half (1½) for such callback period, based on the needs of the Department, as determined by the Chief of Police.

SECTION 5

Overtime shift assignments shall be offered to bargaining unit employees in accordance with Article 8, Section 6 prior to the shift being filled by non-bargaining unit members.

In the event that a shift assignment cannot be filled with a bargaining unit employee in accordance with Article 8, Section 6, the Chief of Police may fill such assignment by use of other non-Union personnel.

SECTION 6

Except as set forth in Article 8, Section 7, ordering in for overtime shall be in accordance with the following:

- a. Management will utilize the dispatcher overtime list (based on seniority) on a rotating basis to call for voluntary overtime coverage. Employees will be called at the phone number provided under Article 28, Section 1. If the employee is either not available or refuses the assignment, the next employee on the list shall be called. A busy signal on the first call shall not constitute a refusal, a second busy signal within ten (10) minutes shall count as a refusal. A no answer shall count as a refusal. Answering machines shall also count as a refusal, provided that a message is left for the employee. If a not available response is given, it shall count as a refusal. This voluntary overtime process will be followed until the list is exhausted.
- b. If no dispatcher volunteers, management will utilize the dispatcher overtime list to order in for shift coverage on a rotating basis based on seniority.
- c. If in the event that management is unable to secure coverage for the shift via ordering in, the dispatcher on duty shall be held over for up to four (4) hours and the dispatcher scheduled for the next shift shall be ordered in early for up to four (4) hours.
- d. In the event that more than one dispatcher is scheduled for the prior shift and/or the next shift, the dispatcher ordered to stay and ordered in early shall be based on seniority on a rotating basis.

- e. Any dispatcher who is either ordered in on his/her regular day off or who volunteers to work on his/her regular day off shall not be required to work more than four (4) hours. Said employee may volunteer to work for up to an additional eight (8) hours at double time (beyond the initial four (4) hours at time and one-half (1½)). The Chief of Police or his designee shall decide whether the need exists beyond the original four (4) hours at time and one-half (1½) referenced above. If the need exists, the employee may then volunteer for the amount of time needed by the department (to a maximum of an additional eight (8) hours (beyond the initial four (4) hours), provided, however, that the Chief or his designee shall determine the number of hours, if any, that the employee will be held over (up to an additional eight (8) hours, beyond the initial four (4) hours).
- f. In the event that through the use of subsections a. through e. above, no dispatcher is available, the Borough may utilize certified police officers for dispatching.
- g. The parties agree that in the event of an emergency, the order in process shall not be required and the Chief of Police or his designee may order in employees based on the needs of the Department. An emergency shall be defined as a situation where the deployment of police personnel is required for an extended period of time.

SECTION 7

- a. In the event that two (2) dispatchers are scheduled to work the second shift (14:30 to 22:30 hours) and a vacancy occurs (either for the entire shift or a portion of such shift), the Borough shall offer such vacancy to other dispatchers in accordance with Article 8, Section 6 a.
- b. The parties understand and agree if no dispatcher volunteers for such vacancy on the second shift in accordance with Article 8, Section 6 a., except as noted in paragraph d. below, it shall be at the Borough's discretion whether to order in a dispatcher to work in accordance with Article 8, Sections 6 b. through e. Accordingly, the Borough is not required to fill such vacancy by an order in if no dispatcher volunteers to fill the vacancy (except as noted in paragraph d below).
- c. In the event that two (2) dispatchers are scheduled to work either the first shift (06:30 to 14:30 hours) or third shift (22:30 to 06:30 hours) and a vacancy occurs (either for the entire shift or a portion of such shift), except as noted in paragraph d below, it shall be at the Borough's discretion whether the vacancy shall be filled. Accordingly, the Borough is not required to fill such vacancy either voluntarily or by an order in (except as noted in paragraph d. below).
- d. During the second shift on July 4th and during the 1st or 2nd shift of monthly Regional Traffic Unit enforcement dates, if only one (1) dispatcher is scheduled to work a second dispatcher shall be scheduled.

- e. In the event that only one (1) dispatcher is scheduled to work during any special events that the Borough determines may significantly increase the workload of the dispatcher center, the Borough, at its discretion, may utilize Article 8, Sections 6 a. through e. in order to schedule a second dispatcher during such shift.

SECTION 8

An employee may work for or exchange his/her shift with another bargaining unit employee provided:

- a. No additional cost in any respect shall be imposed upon the Department or Borough.
- b. That the employees entering into such an agreement shall notify the Chief of Police of such exchange or substitution on forms provided by the Department of such exchange or substitution at least twenty-four (24) hours in advance of the effective date and time of such exchange or substitution. The Chief shall determine if such exchange or substitution is in the best interest of the Department. Approval shall not be unreasonably denied by the Chief.

Bargaining unit employees are permitted up to eighteen (18) exchanges/substitutions per bargaining unit member per contract year.

ARTICLE 9 **LAYOFF PROCEDURE**

SECTION 1

In the event of a layoff, seniority shall prevail. The employee to be laid off shall be given at least two (2) weeks' notice in writing, and the layoffs shall take effect as follows:

- (a) Probationary employees.
- (b) Part-Time employees.
- (c) Full-time employees.

SECTION 2

Laid off employees with the most seniority in the reverse order provided in Section 1 of this Article, shall be rehired first. No new employee, full or part-time, shall be offered employment until all laid off employees have been given an opportunity to return to work.

SECTION 3

An employee shall lose his/her seniority rights for any of the following circumstances:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Upon receipt of notice by registered letter from the Borough, the employee shall notify the Borough within five (5) days of receipt of such notice of his decision to return to work. Should the employee return to work, the employee and Borough shall mutually agree upon the return date. Failure by the employee to accept within five (5) days of receipt of notification shall result in loss of seniority.
- (d) Expiration of two (2) years from date of layoff.
- (e) Absence for a period of twelve (12) consecutive months.

SECTION 4

- (a) Employees shall be subject to recall in inverse order of layoff for two (2) years from date of layoff, and shall have all previous seniority rights restored.
- (b) Employees bumped into a position shall have recall rights to their former position.

ARTICLE 10 **GRIEVANCE PROCEDURE**

SECTION 1

A grievance is a claim by an employee or group of employees that there is a breach, misinterpretation, or misapplication of the provisions of this Agreement. An effort shall be made to resolve all differences informally. However, when unresolved, the following grievance procedure shall apply:

LEVEL ONE – CHIEF OF POLICE

The employee shall submit his/her grievance in writing to the Chief of Police within seven (7) business days of its occurrence. The written grievance shall include:

- (a) a statement of the grievance and the facts involved;
- (b) the remedy requested; and
- (c) the violations of the Agreement which are claimed.

Within fourteen (14) business days after receipt of said grievance, the Chief of Police or his designee shall arrange a meeting and meet with the grievant and the Union Steward (or Union Staff Representative) to resolve the grievance. The Chief of Police or his designee shall submit his decision in writing within seven (7) business days of said meeting.

LEVEL TWO – HUMAN RESOURCES

If the grievant is not satisfied with the decision at Level One, the grievant may present his grievance to Level Two by presenting a written statement of the grievance and response of the Chief of Police to the Human Resources Director within one seven (7) business days following the decision of the Chief of Police. Within seven (7) business days after receipt of said grievance, the Human Resources Director shall arrange a meeting and meet with the grievant and the Union Steward (or Union Staff Representative) to resolve the grievance. The decision of the Human Resources Director shall be submitted in writing within seven (7) business days of said meeting.

LEVEL THREE – ARBITRATION

If the grievance is not satisfactorily settled at Level Two, either party may submit the dispute, within ten (10) business days of the decision at Level Two, to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Arbitrator will be final and binding. The Arbitrator shall have no power to add to, subtract from or to modify the terms of this Agreement.

SECTION 2

Failure by the management representatives set forth above at any of the above-noted levels to meet the prescribed time limits shall be considered to be a denial on the final day for filing a response. Failure of the grievant to comply with the time limit shall be considered to be acceptance of the decision at the preceding level.

ARTICLE 11 **BEREAVEMENT LEAVE**

An employee absent due to a death in the immediate family, or a dependent who lives in the household, will be paid his/her regular hourly rate of pay for a period not to exceed four (4) days. Such leave shall commence on the day of death and continue through and include day of burial, but not over four (4) days in total, although leave may be extended at the discretion of the Mayor, upon recommendation of the Chief of Police.

“Immediate Family” is defined to mean husband, wife, father, mother, grandmother, grandfather, grandchildren, brothers, sisters, or the employee’s children (including foster and stepchildren), son-in-law, daughter-in-law, stepmother, stepfather, mother-in-law, father-in-law. The foregoing is extended to cover legal as well as blood relationships.

One (1) day leave with pay shall be granted to an employee who attends the funeral of a sister-in-law, brother-in-law, aunt or uncle, which may be extended at the discretion of the Mayor upon recommendation of the Chief of Police.

ARTICLE 12
PENSION PLAN

All members of the bargaining unit hired prior to October 31, 2009 shall continue to receive the pension plan set forth in Appendix C herein, as modified in Appendix D herein.

ARTICLE 13
LONGEVITY

SECTION 1

Employees shall receive longevity payments in a lump sum which shall be payable on the anniversary date of employment each fiscal year of the contract.

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
5-9 years	\$200.00
10-14 years	\$300.00
15-19 years	\$400.00
20 years or more	\$500.00

ARTICLE 14
PERSONAL LEAVE

SECTION 1

Upon completion of the probationary period, each employee shall be entitled to paid personal leave of one-fourth ($\frac{1}{4}$) day per month during such employee's first partial year of employment. Commencing July 1st of each year, each employee shall be entitled to three (3) days of paid personal leave for the fiscal year. A personal day may not be carried over to the following fiscal year, and, except in an emergency situation, a request for a personal day shall be made to the Chief of Police at least (1) week prior to the requested leave via "request for leave" form.

SECTION 2

Such personal leave shall be available for personal matters that require the absence of the employee during work hours and cannot be scheduled any other time.

SECTION 3

Each employee shall be entitled to three (3) personal leave days, without loss of pay, during each fiscal year. Every reasonable attempt shall be made to arrange scheduling of such personal leave in advance between the employee and the Chief of Police.

ARTICLE 15 **SICK LEAVE**

SECTION 1

Upon completion of the probationary period, each employee shall be entitled to paid sick leave of one and one-quarter (1¼) days per month during such employee's first partial year of employment. Commencing July 1st of each year, each employee shall be entitled to fifteen (15) days of paid sick leave for the fiscal year, cumulative to a maximum of one hundred five (105) days.

SECTION 2

The submission to the Chief of Police of a doctor's note from the physician treating the employee for his/her illness will be necessary for five (5) consecutive work days of absence, or after eight (8) sick days in any sixty (60) day period.

SECTION 3

For all employees hired before July 1, 1997, upon separation from service for other than just cause, after at least ten (10) continuous years of Borough service, a terminated employee shall receive payment of unused sick leave, up to a maximum of ninety (90) days, at the employee's daily rate of pay. For purposes of severance pay accumulation, sick leave shall accrue at the rate of one and one-quarter (1¼) days per month (after completion of the probationary period) without a fifteen (15) day credit on July 1st.

For all employees hired on July 1, 1997 or later, upon separation from service for other than just cause after at least ten (10) continuous years of Borough service, a terminated employee shall receive payment of unused sick leave, up to a maximum of fifty (50) days, at the employee's daily rate of pay. For purposes of severance pay accumulation, sick leave shall accrue at the rate of one and one-quarter (1¼) days per month (after completion of the probationary period) without a fifteen (15) day credit on July 1st.

SECTION 4

In the event of the death of the employee who otherwise would be eligible for payment of unused sick leave, such payment shall be made to the employee's estate.

ARTICLE 16
NO STRIKE – NO LOCKOUT

During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Borough's operations by any employee or employees or by the Union, nor shall there be any lockout by the Borough in any part of the Borough's operations covered by this Agreement.

ARTICLE 17
ARTICLES COVERED BY STATE AND/OR FEDERAL LAW

Each employee shall be covered by applicable state and/or federal law regarding:

- (a) Maternity Leave.
- (b) Workers' Compensation.
- (c) Jury Leave.
- (d) Federal Family Medical Leave Act - Employees may apply any accumulated leave to said leave, personal leave and sick leave.
- (e) Military Leave.

ARTICLE 18
EDUCATION

SECTION 1

In order for an employee to utilize the educational benefits provided in this Agreement, approval by the Mayor or his designee, upon recommendation of the Chief of Police, shall be required prior to enrollment.

SECTION 2

Employees who enroll in a matriculated bachelor's degree program directly related to the essential functions of a 911 police dispatcher shall be reimbursed by the Borough for the cost of tuition. However, said sums shall not be due and payable to the employee unless and until proof of successful completion of the course involved. All reimbursement of costs for tuition shall be subject to the advance approval of the Chief of Police or his designee.

In no event shall the Borough be obligated to pay for more than two (2) courses during a semester (regular or on-line courses), to a maximum of six (6) courses during a fiscal year. The maximum aggregate cost to the Borough for such courses shall be no more than the cost at the University of Connecticut for an in-state undergraduate part-time student.

SECTION 3

All schools must be fully accredited and all courses are subject to the approval of the Chief of Police.

SECTION 4

None of the foregoing educational reimbursements shall apply to courses completed prior to hiring.

**ARTICLE 19
HOSPITALIZATION AND INSURANCE**

SECTION 1

Eligible bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned plans in the following amounts:

<u>January 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>	<u>January 1, 2022</u>
3%	0%	0%	1%

The High Deductible Health Plan (HDHP) described herein (Plan Summary Attached as Appendix B) shall be the insurance plan available to eligible employees. Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

A Health Savings Account (HSA) is not health insurance, it is a bank account.

HDHP Plan

Effective July 1, 2019

- \$2,000.00/\$4,000.00 Annual Deductible
- 100% in network after deductible (except with respect to prescription drug co-pays)
- 70%/30% out of network (except with respect to prescription drug co-pays)
- \$3,000/\$6,000 in network out of pocket maximum (inclusive of deductible coinsurance and Rx co-payments)
- \$5,000.00/\$10,000.00 out of network maximum (inclusive of deductible coinsurance and Rx Co-payments)

- Upon satisfaction of the (HDHP) deductible, prescriptions subject to \$5.00 Generic/ \$25.00 Brand Name/ \$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)
- Bariatric procedures are not covered
- Infertility benefits are subject to state mandate limits
- High-cost diagnostics and x-rays are subject to a \$75.00 co-pay (to a maximum of \$375.00 per plan year)

The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

Vision with a \$0 co-pay.

Out of country will be at charges based upon the carrier's policy for urgent and emergency care.

In year one (1) of the contract (January 1, 2019 through December 31, 2019), employees shall be responsible for seventy five percent (75%) of the deductible.

In year two (2) (January 1, 2020 through December 31, 2020), employees shall be responsible for one hundred percent (100%) of the funding of the deductible.

In year three (3) (January 1, 2021 through December 31, 2021), employees shall be responsible for one hundred percent (100%) of the funding of the deductible.

In year four (4) (January 1, 2022 through December 31, 2022), employees shall be responsible for one hundred percent (100%) of the funding of the deductible.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account (if the employee decides to fund his/her portion of the deductible).

The employee will be responsible for opening the HSA account at either Liberty Bank or ION Bank. In the event that either Liberty Bank or ION Bank imposes any bank fees associated with maintaining the HSA account, the parties agree to jointly select another bank for the HSA account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HSA plan.

A health reimbursement account ("HRA") will be offered to any employee eligible for health insurance who is not eligible for a HSA. The Borough's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the eligible employee's level of insurance (single, single + 1 or family)).

The Borough shall have the right to change current insurance carriers or self-insure for all of or for some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis.

- Dental Plan (with the applicable premium share contributions).
- Forty-five thousand dollar (\$45,000.00) life insurance policy with AD&D Policy (dependents not included in life insurance policy or AD&D Policy).

SECTION 2

Employees eligible for health insurance benefits may waive coverage provided by the Borough and be paid twenty-five percent (25%) of the medical premium costs that the employee is eligible for to a maximum of one thousand five hundred dollars (\$1,500.00) for waiving individual coverage, two thousand five hundred dollars (\$2,500.00) for waiving two person coverage and three thousand five hundred dollars (\$3,500.00) for waiving family coverage, to be paid on June 30th of each fiscal year.

Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Human Resources Director prior to May 1st of each fiscal year.

SECTION 3

Employees who retire on or after to January 1, 2017

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible, shall receive the same health insurance option that is offered to active employees.

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible, who was employed by the Borough in a bargaining unit position prior to the ratification date of this Agreement, shall pay the same percentage premium share contribution that he was paying at the time of his retirement regardless of any changes to the percentage premium share contribution negotiated for active employees after such date of retirement. Throughout retirement, such retiree shall be subject to any plan changes negotiated and implemented for active employees (except for the premium share contribution, as set forth herein).

Life insurance will be twenty-five percent (25%) of amount of insurance at retirement.

All retirees

Upon an employee's reaching the age of sixty-five (65), the employee shall have the option of either: (1) the Borough provided health insurance plan (with the applicable premium share contribution); or (2) enroll in Medicare in lieu of the Borough provided health

insurance plan.

Upon becoming Medicare eligible, an employee who was employed by the Borough in a bargaining unit position prior to the ratification date of this Agreement, shall be transferred to Medicare Supplemental Plan F and shall contribute annually throughout his retirement the same percentage premium share contribution for supplemental insurance that he was paying at the time of his retirement regardless of any changes to the percentage premium share contribution negotiated for active employees after such date of retirement. Throughout retirement, such retiree shall be subject to any plan changes negotiated and implemented for active employees.

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible, who was hired on or after the ratification date of this Agreement, shall pay the same percentage premium share contribution negotiated for active bargaining unit members and will be subject to any plan changes negotiated and implemented for active employees.

Upon becoming Medicare eligible, an employee who was hired on or after the ratification date of this Agreement shall be transferred to Medicare Supplemental Plan F and shall contribute annually throughout his retirement the same percentage premium share contribution negotiated for active bargaining unit members for supplemental insurance equivalent and will be subject to any plan changes negotiated and implemented for active employees.

SECTION 4

In an attempt to keep employees healthy, medical claims down, and costs low, employees and their spouses will be required to participate in a wellness program offered by the Borough's insurance carrier. Employees participating in the wellness program will be required to see health care providers of their choice and obtain the required preventive medical testing as outlined in the wellness plan (Included in Appendix B) at no cost to the Borough.

If an employee and an employee's spouse participates in the wellness plan as required, the employee will be awarded by paying one percent (1%) less in premium cost in the ensuing contract year (the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein).

If an employee or an employee's spouse chooses not to participate in the wellness plan, the employee will be penalized by paying an additional one percent (1%) premium cost-share during the ensuing contract year and any other contract years that the employee does not participate.

ARTICLE 20
LEAVE OF ABSENCE WITHOUT PAY

SECTION 1

Upon the recommendation of the Chief of Police and approval of the Mayor or his designee in writing, leave may be granted without pay but without loss of accumulation of seniority, for a specified length of time not to exceed six (6) months, if it appears to be in the best interests of the Borough. Such leave may be for illness in the immediate family, just cause, extended trips, et cetera. An application for a leave of absence shall be initiated by the employee in writing to the Chief of Police giving the time for the leave of absence, the commencement date and the reasons for the same.

SECTION 2

Employees who do not return to work on their expected date will have their leave canceled and services terminated with all privileges canceled. Employees cannot accept other outside employment while on approved leaves of absence, including sick leave. Any violation of this will result in immediate dismissal.

SECTION 3

The employee shall have the option to continue to pay all insurance benefits at group rates during the period of authorized leave. Accrued sick leave shall be frozen until such time as the employee returns to work.

ARTICLE 21
MILEAGE

Any employee who utilizes his/her automobile for the purposes of Borough business shall be paid the amount per mile allowed by the Internal Revenue Code. If an employee utilizes his/her automobile on weekends or holidays for the purposes of Department Head approved Borough business, he/she shall be paid portal to portal.

ARTICLE 22
VACATION PAY

SECTION 1

Commencing July 1st of each year, vacation leave with pay is granted to all full time employees in the following manner:

<u>TERM OF SERVICE</u>	<u>VACATION PAY</u>
6 months to 1 year	1 week
1 year 1 day to 5 years	2 weeks
5 years 1 day to 10 years	3 weeks
10 years 1 day to 15 years	4 weeks
Over 15 years	5 weeks

After the first six (6) months of employment, the employee's anniversary date will determine the additional vacation leave earned.

SECTION 2

Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the Chief of Police and Mayor or his designee so as not to conflict with an emergency or peak loads of the department.

SECTION 3

When an employee has no sick leave available, he/she may elect to use vacation time as sick leave or request an extension of sick leave from the Mayor or his designee with pay.

SECTION 4

When an employee is separated from Borough service, the Mayor shall have the option to pay his/her prorated accumulated vacation leave or require him to use such leave prior to termination.

SECTION 5

In the event of an employee's death, such payment shall be made to his dependent survivor of his estate if there is no survivor. Such payment will be made within two (2) weeks of date of expiration, in one lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two(2) installments.

SECTION 6

Vacation time not taken in a fiscal year may be carried over to the next fiscal year, provided, however, that in no event shall more than one (1) week of vacation time be carried over from one fiscal year to the next. At the discretion of the Chief of Police, he may allow an employee to cash in up to one (1) week of unused vacation time.

ARTICLE 23
PAST PRACTICE CLAUSE

The Borough agrees to continue in force for the duration of this Agreement, those benefits and privileges, previously granted to and enjoyed by the members of the bargaining unit, except where such benefits and/or privileges are addressed in this Agreement. Where such benefits and/or privileges are specifically addressed herein, the language set forth in this Agreement shall dictate. Moreover, such benefits and privileges shall not apply if they are de minimus.

ARTICLE 24
DISCIPLINARY ACTION

SECTION 1

No employee who has completed his/her probationary period shall be removed, dismissed, discharged, suspended, demoted or disciplined in any other manner except for just cause. If an employee is disciplined, and in the judgment of such employee this action is taken by the borough without just cause, he/she may file an appeal in writing in accordance with the grievance procedures outlined in the labor contract. The employee may request, at any time during this process, union representation.

SECTION 2

The normal application of progressive discipline should be:

- (a) If an employee is not meeting Borough standards of behavior or performance, the employee's supervisor should take the following action:
 - (i) Meet with the employee to discuss the matter;
 - (ii) Inform the employee of the nature of the problem and the action necessary to correct it; and
 - (iii) Prepare a memorandum for the employee's personal file indicating that the meeting took place with the supervisor with copies to the employee and Union President.

- (b) If there is a second occurrence of the same problem, the supervisor should hold another meeting with the employee and take the following action:
 - (i) Issue a written reprimand to the employee with copies to the employee and the Union President;
 - (ii) Warn the employee that a third incident will result in more severe disciplinary action with copies to the employee and the Union President;

- (iii) Prepare and forward to the Personnel Department a written report describing the first and second incidents and summarizing the action taken during the meeting with the employee. This information will be included in the employee's personnel file with copies to the employee and Union President.
- (c) If there is additional occurrences, the supervisor should take the following action, depending on the severity of the conduct:
- (i) At management's discretion, suspend the employee without pay for one (1) to five (5) working days; or
 - (ii) Suspend the employee indefinitely and recommend termination.

** Any verbal warning shall be removed from the employee's personnel file after twelve (12) months from the date of discipline and kept in a separate file and not be utilized for progressive disciplinary purposes provided no further discipline for the same or a similar infraction is given to the employee during the twelve (12) month period.

Any written warning, or a suspension shall be removed from the employee's personnel file after twenty-four (24) months from the date of discipline and kept in a separate file and not be utilized for progressive disciplinary purposes provided no further discipline is given to the employee during the twenty-four (24) month period for the same or a similar infraction.

If further discipline is imposed during the twenty-four (24) month period for the same or a similar infraction, the discipline shall not be removed until twenty-four (24) months have passed since the most recent disciplinary action. Under all circumstances outlined above, the employee shall have the right to Union representation if desired or requested during any investigatory meeting that may lead to discipline.

ARTICLE 25 **UNION MEETINGS**

SECTION 1

The Union may use the Police Department for Union meetings, provided that such meetings do not conflict with other scheduled Police Department activities or programs and provided further that bargaining unit employees scheduled to work at the time of the Union meeting shall continue to perform his/her regular assignment, unless at the discretion of the Chief of Police, the employee is released from duty to attend the Union meeting for the duration of the meeting. All meetings will require previous notice being given to the Chief and will be held in a room approved by the Chief.

SECTION 2

The Borough shall provide each employee a copy of the contract

SECTION 3

The Borough shall provide one (1) bulletin board in the dispatch area to display Union material. Bulletin board space shall not be used to display material that is of a partisan political nature or is inflammatory or derogatory to the Employer or any of its administrators or employees.

ARTICLE 26 **RIGHT TO REVIEW**

Upon request to the Human Resources Department, all employees shall have the right to review their personnel file. Such request will not interfere with the orderly operation of the department.

ARTICLE 27 **DRUG AND ALCOHOL TESTING/SUBSTANCE ABUSE**

SECTION 1

It is the policy of the Borough of Naugatuck that the use of illegal drugs and/or the abuse of alcohol are strictly prohibited.

All Dispatchers must refrain from the use of illegal drugs and/or reporting to work or consuming alcohol while at work; failure to do so shall be just cause for discipline, up to and including discharge.

All Dispatchers shall be subject to reasonable suspicion and random drug testing in accordance with Article 27, Section 3 administered by an outside vendor selected by the Borough.

SECTION 2

"Illegal Drugs" shall be defined as drugs that are considered illegal under state and/or federal law and prescription drugs that are not prescribed to the individual in question.

"Alcohol" shall be defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

A blood alcohol level of .02 or greater is prohibited while the employee is on duty.

A refusal to submit to a drug or alcohol test shall be considered a positive test result for purposes of Article 27, Section 4 below. Refusal to be tested is defined as any of the following actions:

- a) Refusal or failure to participate in a drug or alcohol test;

- b) Refusal or failure to submit to the testing facility within the required time; or
- c) Clearly obstructing the testing process in a matter that prevents the completion of the test as determined by the collector, which includes failure to provide a specimen to the collector as required.

SECTION 3

A. Reasonable Suspicion Testing: Employees may be asked to submit to a drug and/or alcohol test if the Borough has reason to believe that the behavior and/or appearance, speech, or body odor of the employee may indicate drug and/or alcohol use. Testing for reasonable suspicion will be based on specific, contemporaneous, distinct observations as set forth below.

Circumstances which constitute a basis for determining reasonable suspicion may include:

- Direct observation of drug or alcohol use;
- The employee's body shows evidence of drug use (e.g. track marks);
- The employee is found to be in possession of drugs or alcohol while on duty;
- Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
- The presence of symptoms of drug and/or alcohol use (e.g. glassy eyes, blood shot eyes, the odor of alcohol on the breath, slurred speech, poor coordination and/or reflexes).

The required observation for alcohol and/or illegal drug use shall be made by a trained supervisor and confirmed by a second trained supervisor. Supervisors shall include the Mayor, Chief of Police, Deputy Chief of Police, Captains, Lieutenants and Sergeants.

B. Random Drug Testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

C. Drug testing administered by the outside vendor shall utilize a reliable methodology, which produced a positive result and such positive test result was confirmed by a second urinalysis drug test, which was separate and independent from the initial test, utilizing a gas chromatography and mass spectrometry methodology or a methodology which has been determined by the Commissioner of Public Health to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.

SECTION 4

In the event an employee's test is positive for the use of illegal drugs or contains a blood alcohol level of .02 or greater, the following procedure will apply:

- On the first occasion, the employee shall receive a fifteen (15) day suspension from work without pay and shall, during that time, commence a rehabilitation program under the supervision of a medical doctor selected and paid for through the employee's health insurance carrier. Reinstatement at the end of the suspension period shall be contingent upon the employee's continued participation in and completion of the rehabilitation program. The Borough will be provided with periodic reports from the rehabilitation program during the program. Upon reinstatement, the employee shall submit to drug and alcohol testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete the rehabilitation program, the employee shall be discharged.

SECTION 5

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor selected and paid for through the employee's health insurance carrier. The Borough will be provided with periodic reports from the rehabilitation program during the program.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the full-time rehabilitation program and the employee's continuing participation in a follow-up program.

"Voluntary disclosure" for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) disciplinary action; (2) an internal investigation; or (3) the employee was involved in an accident.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

ARTICLE 28
MISCELLANEOUS

SECTION 1

All bargaining unit employees shall provide the Chief of Police with a current telephone number where he/she can be reached. Bargaining unit employees must ensure that the telephone number provided to the Chief of Police is current at all times.

SECTION 2

At no time shall more than three (3) employees be out of work on the same calendar day on a personal day, vacation day and/or sick day, provided, however, that additional dispatchers may be allowed to use a personal day, vacation day or sick day on such day at the discretion of the Chief of Police. If a bargaining unit employee is out on a previously scheduled vacation day or personal day, such employee will not be called if an employee calls in sick.

SECTION 3

In the event that the Borough requires an employee to work that is not scheduled to work during a holiday or the Borough requires an employee to work due to an employee taking a sick day, personal day or vacation day, employees may be ordered to work in accordance with Article 8, Section 6. Employees will be contacted at the telephone number provided in accordance with Article 28, Section 1.

SECTION 4

All UPSEU employees shall be paid on a weekly basis each Thursday.

SECTION 5

In the event than an employee is required to participate in training by the Chief of Police that cannot be performed during his/her shift, he/she shall be paid for off duty training hours.

SECTION 6

- A. If an employee who is off duty is compelled by the Borough by a subpoena to testify before the State Board of Mediation and Arbitration or the State Board of Labor Relations, he/she shall be compensated for his/her attendance.

If an employee who is off duty is compelled by a subpoena to testify in superior court or at a deposition, he/she shall be compensated for his/her attendance, provided however, that such language shall not apply if the subpoena is served on behalf of the Union.

- B. Any dispatcher assigned by the Chief of Police to train a new dispatcher (trainee), shall receive a stipend equal to one-half (1/2) hour of pay at one and one-half times (1.5x) his/her hourly rate for every four (4) hours he/she actively trains a trainee during a full eight hour shift. Consequently, if a dispatcher trains a trainee for a full eight-hour shift, he/she shall receive a stipend equal to one (1) hour of pay at one and one-half times (1.5x) his/her hourly rate.

SECTION 7

Each employee, upon appointment, shall receive two (2) pairs of pants and four (4) shirts (two (2) long sleeved and two (2) short sleeved). Such items will be replaced by the Borough, as needed, as determined by the Chief of Police. When a bargaining unit requires a pant replacement, such employee shall submit a receipt for the pants for reimbursement (at a maximum cost of forty dollars (\$40.00) per pair).

An annual cleaning allowance of two hundred fifty dollars (\$250.00) shall be paid to each dispatcher during July of each year of the contract, being prorated over the year. Any repayment shall be subject to payroll withholding.

SECTION 8

In the event that the Borough decides to combine Police and Fire Dispatchers, the Union will be provided with one-hundred (180) days advance notice prior to implementation of such decision.

The terms and conditions set forth herein shall remain in effect through the expiration of the collective bargaining agreement, except for work schedules, which shall be negotiated between the parties.

Additionally, the parties agree to negotiate the impact of such decision over mandatory terms and conditions of employment.

SECTION 9

During inclement weather and/or winter storms, a bargaining unit employee who is scheduled to work shall report to work regardless of whether other Borough departments are closed, open late or close early due to such weather.

Such employees shall not receive either any additional remuneration or compensatory time for work performed on such days (beyond any overtime the employee is eligible for in accordance with Article 8 herein).

SECTION 10

All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

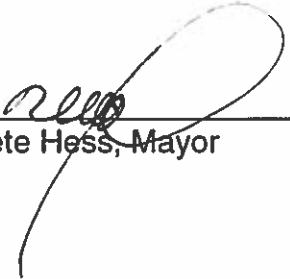
ARTICLE 29
DURATION

This Agreement shall be effective from the first day of July 1, 2018 through the 30th day of June 2022 and shall fix for its term the wages, hours and working conditions of all employees covered hereby. No modification of amendment shall be effective unless it is made in writing, signed by the authorized parties hereto and attached to this Agreement.

SIGNATURE BLOCK

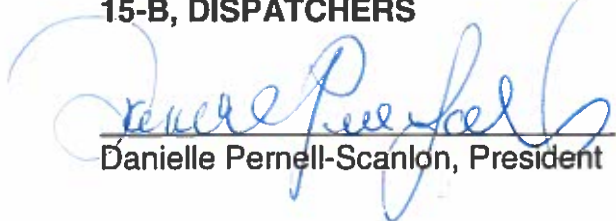
IN WITNESS WHEREOF, the parties have caused these present to be executed at Naugatuck, Connecticut, this 18th day of April, 2019.

THE BOROUGH OF NAUGATUCK



N.W. Pete Hess, Mayor

**THE UNITED PUBLIC SERVICE
EMPLOYEES UNION, LOCAL 425 – UNIT
15-B, DISPATCHERS**



Danielle Pernel-Scanlon, President



Valerie Dunn, Vice President



Kevin E. Boyle, Jr.
President, UPSEU

APPENDIX A

Employees shall be paid in accordance with the following:
July 1, 2018 – June 30, 2019 (2% GWI Retroactive)

Group A	\$24.83
Group B	\$23.99
Part-time	\$18.78

After one (1) year of employment, employees in Group B shall move to Group A.

July 1, 2019 – June 30, 2020 (2% GWI + .25/hr. Adjustment)

Group A	\$25.58
Group B	\$24.72
Part-time	\$19.41

After one (1) year of employment, employees in Group B shall move to Group A.

July 1, 2020 – June 30, 2021 (2% GWI + .30/hr. Adjustment)

Group A	\$26.39
Group B	\$25.51
Part-time	\$20.10

After one (1) year of employment, employees in Group B shall move to Group A

July 1, 2021 – June 30, 2022 (2.25% GWI + .40/hr. Adjustment)

Group A	\$27.38
Group B	\$26.49
Part-time	\$20.95

After one (1) year of employment, employees in Group B shall move to Group A.

Lead Dispatcher: The Borough will post and fill a Lead Dispatcher from among the current full time dispatchers with a minimum of three (3) years of service with the Naugatuck Police Department. Such position will be filled by a majority vote of an interview panel consisting of a minimum of three (3) of the following: Chief of Police, a lieutenant, a sergeant, or a patrolman, who will consider seniority, qualifications and work history. (Note – the consideration of seniority, qualification and work history are exclusive to filling the “Lead Dispatcher” position, and shall not be used to undermine the language in Article 7, Section 5 herein)

The Lead Dispatcher shall receive a six percent (6%) rate differential added to his/her regular hourly dispatcher rate.



FlexPOS-CAL-HSA-2000I/4000F-14-Combined Open Access Calendar Year Benefit Summary (A)

The individual deductible and out-of-pocket maximum applies if you have coverage only for yourself and not for any dependents. The family deductible and out-of-pocket maximum applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayments or coinsurance will not apply to services until the total deductible is met for the family, without regard to how much any one family member has met.

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your certificate of coverage on connecticare.com for a complete list of benefits.

Personalized for: Borough of Naugatuck - Dispatchers

In-Network Preventive Services		
<p>These services are no cost to you when you use an in-network doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.</p> <p>Getting care within ConnectiCare's network typically costs you less. You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor directory on connecticare.com</p>		
<ul style="list-style-type: none"> • Physical • Well woman visit and pap test • More than 25 screenings, including mammograms and colonoscopies • Flu shot • Vaccinations • Certain birth control and other prevention medications 		
	In-network member pays	Out-of-network member pays
Your deductible Deductible is combined for medical services and prescription drugs Deductible is combined for in and out-of-network	\$2,000 Individual \$4,000 Family	\$2,000 Individual \$4,000 Family
Your out-of-pocket maximum Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services	\$3,000 Individual \$6,000 Family	\$5,000 Individual \$10,000 Family
Out-of-network reimbursement	Not applicable	Plan will reimburse the coinsurance percentage of the maximum allowable amount
After you have spent the out-of-pocket maximum amount in deductibles, copayments and coinsurance, ConnectiCare will pay 100% of your covered health care expenses for the remainder of the year.		
	In-network member pays	Out-of-network member pays
Screenings Baseline routine mammography	No charge	30% coinsurance after plan deductible

Screenings	In-network member pays	Out-of-network member pays
Routine mammography	No charge	30% coinsurance after plan deductible
Breast ultrasound	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Annual routine vision exam	No charge	30% coinsurance after plan deductible
Allergy testing Unlimited	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Hearing Screenings one exam every 24 months	No charge	30% coinsurance after plan deductible
Ongoing Care and Sick Visits	In-network member pays	Out-of-network member pays
Primary care services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Specialist services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Gynecologist services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Maternity and prenatal care visits May not apply to all laboratory and radiology services - refer to your plan documents	No charge	30% coinsurance after plan deductible
Allergy injections Unlimited	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Telemedicine visit	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Retail clinic	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Nutritional Counseling Limit 3 visits per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Lab and Radiology Performed in a hospital, lab or radiology facility	In-network member pays	Out-of-network member pays
Laboratory services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Non-advanced radiology X-ray, diagnostic	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Advanced radiology Hospital facility MRI, PET and CAT scan and nuclear cardiology up to five copayments per year	\$75 copayment/service after plan deductible	30% coinsurance after plan deductible

Lab and Radiology Performed in a hospital, lab or radiology facility	In-network member pays	Out-of-network member pays
Advanced radiology Stand-alone facility MRI, PET and CAT scan and nuclear cardiology up to five copayments per year	\$75 copayment/service after plan deductible	30% coinsurance after plan deductible
Sudden and Unexpected Care	In-network member pays	Out-of-network member pays
Urgent care or other walk-in clinic	0% coinsurance after plan deductible	Same as In-network benefit
Emergency room	0% coinsurance after plan deductible	Same as In-network benefit
Ambulance	0% coinsurance after plan deductible	Same as In-network benefit
Inpatient Hospital Services	In-network member pays	Out-of-network member pays
Inpatient hospital services, including room and board	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Skilled nursing and rehabilitation facilities up to 220 days per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Private duty nursing	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Outpatient Hospital Services and Home Care	In-network member pays	Out-of-network member pays
Hospital outpatient facilities	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Ambulatory surgical center	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Home health services	0% coinsurance after plan deductible	25% coinsurance after plan deductible
Outpatient Rehabilitative Services	In-network member pays	Out-of-network member pays
Rehabilitative services includes services combined for physical, speech and occupational therapy and chiropractic services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Mental Health and Substance Abuse	In-network member pays	Out-of-network member pays
Inpatient mental health services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Inpatient alcohol and substance abuse treatment	0% coinsurance after plan deductible	30% coinsurance after plan deductible

Mental Health and Substance Abuse	In-network member pays	Out-of-network member pays
Outpatient mental health, alcohol and substance abuse treatment office visits and home services	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Outpatient mental health, alcohol and substance abuse treatment intensive outpatient treatment and partial hospitalization	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Supplies	In-network member pays	Out-of-network member pays
Durable medical equipment including prosthetics and disposable medical supplies Includes wigs prescribed by an oncologist for a member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Artificial Limbs includes associated supplies and equipment	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Diabetic equipment and supplies	No charge	30% coinsurance after plan deductible
Modified food products and specialized formula pharmacy tier	0% coinsurance after plan deductible	30% coinsurance after plan deductible
Hearing aids	No charge	30% coinsurance after plan deductible
Important Information		
<ul style="list-style-type: none"> • This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Calendar year. • If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722. • Out-of-Network reimbursement is based on the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information. • If you are a Massachusetts resident, please refer to your <i>amendatory rider for Massachusetts mandated benefits</i> for additional details of your benefits. • If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2019. 		



FlexPOS Combined Deductible Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

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

Personalized for: Borough of Naugatuck - Dispatchers

<p>Covered prescription drugs through retail Participating Pharmacies or our mail order service. Generics are dispensed unless the provider writes Dispense as Written on the prescription.</p> <p>Your Plan includes the following: Mandatory Drug Substitution, Generic Substitution Program, Tiered Cost-Share Program, and Voluntary Mail Order Program.</p>		
	In-network member pays	Out-of-network member pays
<p>Your deductible (Deductible is combined for medical services and prescription drugs)</p> <p>(Deductible is combined for In and out-of-network)</p>	<p>\$2,000 Individual \$4,000 Family</p>	<p>\$2,000 Individual \$4,000 Family</p>
<p>Your out-of-pocket maximum (Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services)</p>	<p>\$3,000 Individual \$6,000 Family</p>	<p>\$5,000 Individual \$10,000 Family</p>
<p>Retail Pharmacy (up to a 90 day supply per prescription)</p>		
	In-network member pays	Out-of-network member pays
<p>Generic drugs (Tier 1)</p>	<p>\$5 copayment/prescription after plan deductible</p>	<p>30% coinsurance after plan deductible</p>
<p>Preferred brand drugs (Tier 2)</p>	<p>\$25 copayment/prescription after plan deductible</p>	<p>30% coinsurance after plan deductible</p>
<p>Non-preferred brand drugs (Tier 3)</p>	<p>\$40 copayment/prescription after plan deductible</p>	<p>30% coinsurance after plan deductible</p>
<p>Mail Order Pharmacy (up to a 90 day supply per prescription)</p>		
	In-network member pays	Out-of-network member pays
<p>Generic drugs (Tier 1)</p>	<p>\$5 copayment/prescription after plan deductible</p>	<p>Not covered</p>
<p>Preferred brand drugs (Tier 2)</p>	<p>\$50 copayment/prescription after plan deductible</p>	<p>Not covered</p>
<p>Non-preferred brand drugs (Tier 3)</p>	<p>\$80 copayment/prescription after plan deductible</p>	<p>Not covered</p>

Additional information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Most Specialty drugs are dispensed through specialty pharmacies by mail, up to 30 day supply. Specialty pharmacies have the same member cost share as all other participating pharmacies and are not part of ConnectiCare's voluntary mail order program. The member cost share for specialty pharmacy is different from the cost share for ConnectiCare's mail order program.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.

CARE MANAGEMENT SOLUTIONS.

Care Management Solutions Preventive Requirements

Service	Age				
	21-29	30-39	40-49	50-64	65+
Preventive Visit	Once every 3 years	Once every 3 years	Once every 2 years	Once every year	Once every year
Cholesterol Screening		Once every 5 years	Once every 5 years	Once every 2 years	Once every 2 years
Diabetes Screening		Once every 5 years	Once every 3 years	Once every 3 years	Once every 3 years
Mammogram			One baseline screening at age 40	Once every 2 years	Once every 2 years
Cervical Cancer Screening	Once every 3 years	Once every 3 years	Once every 3 years	Once every 3 years	
Colorectal Cancer Screening				Colonoscopy every 10 years OR Cologuard every 3 years OR annual FIT/FOB	Colonoscopy every 10 years OR Cologuard every 3 years OR annual FIT/FOB to age 75

Appendix D
Addendum to Pension Plan (Appendix C)
Memorandum of Agreement

The Borough of Naugatuck (hereinafter the "Borough") and UPSEU, Local 424 – Unit 15-B (hereinafter the "Union") (collectively referred to as the "parties") hereby agree to the following:

1. Bargaining unit employees hired prior to October 31, 2009 receive pension benefits in accordance with a pension plan entitled "the Borough of Naugatuck Consolidated Pension Plan for Supervisory and White Collar Employees/Summary Plan Description of the Borough of Naugatuck Consolidated Pension Plan for Supervisory and White Collar Employees" between the Borough and signed by CSEA Local Number 760, Chapter 89 (and adopted by the Union as CSEA Local Number 760, Chapter 89's successor) for members of United Public Service Employees Union, Local 424 – Unit 15-B (hereinafter the "Plan").
2. The parties agree that effective October 31, 2009 the following modifications to the Plan shall be effective for eligible members of UPSEU, Local 424 – Unit 15-B:
 - i. "Normal Retirement Age" (see page 2 of the Summary of the Plan and page 5 of the Plan) shall be deleted and replaced with:
 - Normal Retirement Age means the earlier of: (i) the date on which the Participant completes a combination of eighty (80) years of age and service to the Borough (with a minimum of twenty-five (25) years of service); or (ii) the date the Participant attains the age of sixty (60) and completes fifteen (15) years of service.
 - ii. "Final Average Earnings" (see page 2 of the Summary of the Plan and page 4 of the Plan) shall be deleted and replaced with:
 - Final Average Earnings means your yearly compensation (W-2 earnings) averaged over the three (3) consecutive years of service ending on your retirement date.
 - iii. "Employee" (see page 4 of the Plan) shall be deleted and replaced with:

Employee means a full-time 911 police dispatcher employed by the Borough prior to October 31, 2009.

- iv. "Contributions and Funding" (see page 4 of the Plan) shall be deleted and replaced with:

Once you become a participant in the Plan, you will be required to contribute, by payroll deduction, 4% of your compensation to the Plan. Effective January 1, 2011, you will be required to contribute, by payroll deduction, 5% of your compensation to the Plan. You will be credited with 5% interest on your contribution. If you elect Alternate Retirement benefits, you will be required to contribute 3% of your compensation to the Plan. Effective January 1, 2011, if you elect Alternate Retirement benefits, you will be required to contribute 4% of your compensation to the Plan. Any contributions made prior to the Effective Date will be credited with 4% interest.

3. The parties agree that the Plan shall continue through and until, at a minimum, October 31, 2039 and shall not be subject to reopener during this time period.
4. The parties understand and agree that the only exceptions to reopening the Plan are either: (1) if changes in applicable law require changes to the Plan to conform to such changes in the law; or (2) if the Borough decides to combine Police and Fire Dispatchers, then by mutual written agreement of the Borough and the Union, the Plan may be reopened for only those bargaining unit employees hired by the Borough prior to October 31, 2009.
5. Bargaining unit employees either new to the bargaining unit as of November 1, 2009 or hired by the Borough on or after November 1, 2009 shall not be eligible for the Plan. Such employees shall be required to participate in the Borough's defined contribution plan with a minimum contribution of three percent (3%) annually.

The Borough shall contribute a maximum of three percent (3%) annually, as a match of the employee's contribution of three percent (3%); however, the employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the Borough beyond the three percent (3%)).

The Borough's contribution shall be made on a weekly basis (however, in the event that the parties agree to bi-weekly pay for bargaining unit employees, such contributions will be made on a bi-weekly basis).

Borough of Naugatuck

UPSEU, Local 424 – Unit 15-B

Dated:_____

Dated:_____