

# 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, 2015 through June 30, 2018**

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**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**

Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section 4.

**SECTION 4**

The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.

**SECTION 5**

The amount of dues or agency services fee 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 6**

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 1<sup>st</sup> - November 30<sup>th</sup>. Said payment shall be made on or before December 10<sup>th</sup>. The second payment shall be made for holiday pay earned for the period December 1<sup>st</sup> - March 31<sup>st</sup>. Said payment shall be made no later than April 10<sup>th</sup>.

## **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 1<sup>st</sup> 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 September of each calendar year, posted in the first week of November of such calendar year with an effective date of the first Sunday in January in the ensuing calendar year. Annual 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 4<sup>th</sup> and during the 1<sup>st</sup> or 2<sup>nd</sup> 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.

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT</u></b>
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 1<sup>st</sup> 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 ( $1\frac{1}{4}$ ) days per month during such employee's first partial year of employment. Commencing July 1<sup>st</sup> 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 1<sup>st</sup>.

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 1<sup>st</sup>.

### **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**

Effective July 1, 2015 eligible bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned plans in the following amounts:

**July 1, 2015 – December 31, 2015**

**Option 1:**    Health Benefit Plan            11.5%

**January 1, 2016 – December 31, 2016**

**Option 1:** Health Benefit Plan 12.5%  
(effective upon ratification by the Union and approval of the contract by the Borough)

**January 1, 2016    January 1, 2017    January 1, 2018**

**Option 2:** HDHP Plan 6% 4% 3%

\*Effective January 1, 2017, the HDHP described herein 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.

**Health Benefit Plan**

**Co-pays:**

**January 1, 2016 – December 31, 2016**

Office	\$25.00
Inpatient	\$200.00
Outpatient	\$150.00
ER	\$100.00
Urgent Care	\$25.00
Prescription:	\$5.00/\$25.00/\$40.00

Deductible \$1,000/\$2,000/\$2,500  
70%/30%

**HDHP Plan**

Effective January 1, 2016 – December 31, 2016:

- \$2,000.00/\$4,000.00 deductible
- 100% in network
- 70%/30% out of network
- \$2,000.00/\$4,000.00 in network/\$4,000.00/\$8,000.00 out of network

Vision with a \$0 co-pay.

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

Effective January 1, 2017 – December 31, 2017 and January 1, 2018 – December 31, 2018:

- \$2,000.00/\$4,000.00 Annual Deductible
- 100% in network after deductible (except with respect to prescription drugs)
- 70%/30% out of network
- \$5,000.00/\$10,000.00 out of network maximum
- Upon satisfaction of the (HDHP) deductible, prescriptions subject to \$5.00 Generic/ \$20.00 Brand Name/ \$35.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

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 1 of the contract (January 1, 2016 through December 31, 2016), the Borough agrees to contribute fifty percent (50%) of the deductible.

In year two (January 1, 2017 through December 31, 2017) of the contract, the Borough agrees to contribute forty percent (40%) of the deductible.

In year three (January 1, 2018 through December 31, 2018) of the contract, the Borough agrees to contribute twenty-five percent (25%) 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 30<sup>th</sup> 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 1<sup>st</sup> of each fiscal year.

## **SECTION 3**

### **Employees who retire on or prior to December 31, 2016**

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible shall receive the current health insurance benefits with the applicable premium share contribution that was in effect at the time of the employee's retirement for the plan that the employee had elected; life insurance will be twenty-five percent (25%) of amount of insurance at retirement.

### **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.

**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 1<sup>st</sup> of each year, vacation leave with pay is granted to all full time employees in the following manner:

<b><u>TERM OF SERVICE</u></b>	<b><u>VACATION PAY</u></b>
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(s), shall receive a stipend of six hundred dollars (\$600.00) payable at the end of the training period.

## **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**

Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2015, 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.

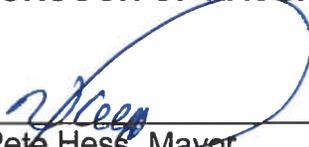
## **ARTICLE 29** **DURATION**

This Agreement shall be effective from the first day of July 1, 2015 through the 30<sup>th</sup> day of June 2018 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 11th day of July, 2016.

**THE BOROUGH OF NAUGATUCK**

  
\_\_\_\_\_  
N.W. Pete Hess, Mayor

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

  
\_\_\_\_\_  
Danielle Pernell-Scanlon, President

  
\_\_\_\_\_  
Diane Dutton, Vice President

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President, UPSEU

## APPENDIX A

Employees shall be paid in accordance with the following:

### **July 1, 2015 – June 30, 2016 (retroactive)**

Group A	\$21.95
Group B	\$21.18
Part-time	\$16.32

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

### **July 1, 2016 – December 31, 2016**

Group A	\$22.50
Group B	\$21.71
Part-time	\$16.73

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

### **January 1, 2017 – June 30, 2017**

Group A	\$23.10
Group B	\$22.31
Part-time	\$17.33

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

### **July 1, 2017 – December 31, 2017**

Group A	\$23.74
Group B	\$22.92
Part-time	\$17.81

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

### **January 1, 2018 – June 30, 2018**

Group A	\$24.34
Group B	\$23.52
Part-time	\$18.41

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



## FlexPOS-CAL-HSA-2000I/4000F-03-Combined Open Access Calendar Year Benefit Summary

Open Access High Deductible Health Plan (HDHP) for use with a Health Savings Account (HSA)

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 below are per member per Calendar year. A referral from your primary care provider is not required.

The individual deductible applies if you have coverage only for yourself and not for any dependents. The family deductible applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayment, coinsurance or cost share maximums will apply until the total is met for the family, without regard to how much any one family member has met.

**Personalized for: Borough of Naugatuck - HSA 2000/4000**

	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Calendar Year Plan Deductible</b> <i>(Deductible is combined for In- and out-of-network health services and prescription drugs)</i>	\$2,000 per Individual \$4,000 per Family	
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health services and pharmacy services)</i>	\$4,000 per Individual \$8,000 per Family	
<b>Out-of-Network Reimbursement</b>	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.	
<b>Lifetime Maximum Benefit</b>	Unlimited	
	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>PREVENTIVE SERVICES</b> <i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>		
<b>Physical Exam</b>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
<b>Gynecological Preventive Exam</b>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
<b>Preventive Laboratory Services</b> <i>(Complete blood count and Urinalysis)</i>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
<b>Baseline Routine Mammography</b>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
<b>Routine Mammography</b>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
<b>Breast Ultrasound Screening</b>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Annual Routine Vision Exam</b>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
<b>Hearing Screenings</b> <i>(one screening every 24 months)</i>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible

<b>OUTPATIENT SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Primary Care Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Specialist Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Gynecological Office Services</b>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Maternity Care Office Visits</b> <i>(Prenatal Care)</i>	No Member cost	30% after Plan Deductible
<b>Allergy Testing</b> <i>Unlimited</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Allergy Injections</b> <i>Unlimited</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Laboratory Services</b> <i>(includes services performed in a Hospital or laboratory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Non-Advanced Radiology</b> <i>(includes services performed in a Hospital or radiology facility)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Advanced Radiology</b> <i>(includes services for MRI, PET and CAT scan and Nuclear Cardiology performed in a Hospital or radiology facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Outpatient Rehabilitative Therapy</b> <i>(includes services combined for physical, speech, and occupational therapy and chiropractic services)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Retail Clinic</b>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>EMERGENCY / URGENT CARE</b>	<b>IN-NETWORK MEMBER PAY</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Walk-In/Urgent Care Centers</b>	No Member cost after Plan Deductible	Same as In-Network Benefit
<b>Emergency Room</b>	No Member cost after Plan Deductible	Same as In-Network Benefit
<b>Ambulance Services</b>	No Member cost after Plan Deductible	Same as In-Network Benefit

<b>HOSPITAL SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Hospital Services, Including Room &amp; Board</b> <i>(includes facility and provider services)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Hospital Outpatient Surgical Facilities</b> <i>(includes services performed in a Hospital facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Ambulatory Surgical Center</b> <i>(includes services performed in a stand-alone ambulatory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Skilled Nursing and Rehabilitation Facilities</b> <i>up to 220 days per year</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Private Duty Nursing</b>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Mental Health Services</b> <i>(including inpatient acute and residential programs)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Inpatient Alcohol and Substance Abuse Treatment</b> <i>(including inpatient acute and residential programs)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(including office visits and professional services provided in the home)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(intensive outpatient treatment and partial hospitalization programs)</i>	No Member cost after Plan Deductible	30% after Plan Deductible

OTHER SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies</b>  <i>(Includes Wigs prescribed by an oncologist for Member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Diabetic Equipment and Supplies</b>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Nutritional Counseling</b> <i>(Limit 3 visits per year)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Home Health Services</b>	No Member cost after Plan Deductible	25% after Plan Deductible
<b>Hearing Aids</b>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible

## PREVENTION AND WELLNESS

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

- Routine physical exam and appropriate screening and counseling for adults (including but not limited to cardiovascular disease, depression, obesity and sexually transmitted infections)
- Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration (including but not limited to depression, obesity and sexually transmitted infections)
- Preventive care and screenings for women supported by the Health Resources and Services Administration:
  - At least one well-woman preventive care visit annually to obtain the recommended preventive services
  - Screening for diabetes during pregnancy, two per pregnancy
  - Human Papillomavirus (HPV) testing, age 30 or older, one per year
  - Counseling on sexually transmitted infections for all sexually active women, two per year
  - Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women
  - Contraceptive methods approved by the Food and Drug Administration, sterilization procedures and contraceptive patient education and counseling
  - Comprehensive lactation support, counseling, a breast pump, (either manual or non-hospital grade electric), and breastfeeding supplies
  - Screening and counseling for interpersonal and domestic violence for all women and adolescents
- Bone density screenings, age 60 or older
- Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, ages 50 or older
- Routine Mammography Screening
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC
- Outpatient Laboratory Services:
  - Cervical cancer and cervical dysplasia screening – pap smear
  - Lipid cholesterol screening for adults and children at risk
  - Fasting plasma glucose or hemoglobin A1c
  - Hematocrit and Hemoglobin for children up to age 21
  - Lead screening for children
  - Tuberculin testing for children
  - Chlamydia, syphilis and gonorrhea screening for females all ages
  - Human immunodeficiency virus screening – HIV testing
  - Hypothyroidism screening in newborns, under 3 months of age
  - Screening for phenylketonuria (PKU) in newborns, under 3 months of age
  - Screening for sickle cell disease in newborns, under 3 months of age
  - Hepatitis B screening for adolescents and adults at risk
  - Hepatitis C screening for adults at risk
  - Lung Cancer Screening for adults age 55 - 80 who have smoked
- Routine vision screening up to age 21, one per year when services are rendered by a primary care provider
- Routine hearing screening up to age 21 when rendered by a primary care provider
- Dental caries prevention up to age 5 when rendered by a primary care provider
- Developmental, autism, and psychosocial/behavioral assessments up to age 21 when rendered by a primary care provider
- Dietary counseling for adults with cardiovascular disease, hyperlipidemia or obesity
- Alcohol misuse screening and counseling
- Tobacco cessation interventions
- Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic Bacteriuria in women who are pregnant.
- Screening for abdominal aortic aneurysm in men age 65 - 75 who have ever smoked
- BRCA counseling and genetic screening for women at risk
- Physical therapy to prevent falls in adults ages 65 and older

### Important Information

- If you have questions regarding your plan, visit our website at [www.connecticare.com](http://www.connecticare.com) or call us at (860) 674-5757 or 1-800-251-7722.
- Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- Out-of-Network cost shares are reimbursed at 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 *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2015.
- Your plan is Insured by ConnectiCare Insurance Company, Inc.

### Benefits are Subject to Department of Insurance Approval



## 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 - HSA 2000/4000**

<b>PRESCRIPTION DRUGS</b>		
Covered prescription drugs through retail Participating Pharmacies or our mail order service. <b>Generics are dispensed unless the provider writes Dispense as Written on the prescription.</b>		
Your Plan includes the following: Mandatory Drug Substitution, Generic Substitution Program, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Calendar Year Plan Deductible</b> <i>(combined for IN- and Out-of-Network prescription drug benefits)</i>	\$2,000 Individual \$4,000 Family  The Calendar Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services.  If you have Family coverage, then covered Health Services and covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.	
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i>	\$4,000 Individual \$8,000 Family	
<b>Out-of-Network Reimbursement</b>	Not Applicable	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.
<b>RETAIL PHARMACY</b> <b>(up to a 90 supply per prescription)</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Tier 1 drugs</b> <i>(Generic Drugs)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Tier 2 drugs</b> <i>(Preferred Brand Drugs)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>Tier 3 drugs</b> <i>(Non-Preferred Brand Drugs)</i>	No Member cost after Plan Deductible	30% after Plan Deductible
<b>MAIL ORDER PHARMACY</b> <b>(up to a 100 day supply per prescription)</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Tier 1 drugs</b> <i>(Generic Drugs)</i>	No Member cost after Plan Deductible	100%

MAIL ORDER PHARMACY (up to a 100 day supply per prescription)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Tier 2 drugs (Preferred Brand Drugs)	No Member cost after Plan Deductible	100%
Tier 3 drugs (Non-Preferred Brand Drugs)	No Member cost after Plan Deductible	100%
<b>Additional Information</b>		
<ul style="list-style-type: none"> <li>• 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 &amp; 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.</li> <li>• Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at <a href="http://www.connecticare.com">www.connecticare.com</a> or call our Member Services Department at 1-800-251-7722.</li> <li>• 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.</li> <li>• Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at <a href="http://www.connecticare.com">www.connecticare.com</a> or call our Member Services Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.</li> <li>• Most Specialty drugs are dispensed through Specialty Pharmacies by mail, up to a 30 day supply. Specialty Pharmacies have the same Member Cost Share as all other participating pharmacies and <u>are not part</u> of ConnectiCare's Voluntary Mail Order program. The Member Cost Share for Specialty Pharmacy <u>is different</u> from the Cost Share for ConnectiCare's Mail Order program.</li> <li>• Always remember to carry your ConnectiCare ID Card.</li> <li>• If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.</li> </ul>		



## FlexPOS-CAL-25-25-150-200A-01 Open Access Calendar Year Benefit Summary

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 below are per Member per Calendar year. A referral from your primary care provider is not required.

Personalized for: Borough of Naugatuck - Nurses/UPSEU (OAP4)

	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Calendar Year Plan Deductible</b>	None	\$1,000 Employee \$2,000 per Family
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i>	\$6,350 Employee \$12,500 per Family	\$6,350 Employee \$12,500 per Family
<b>Out-of-Network Reimbursement</b>	None	<b>Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.</b>
<b>Lifetime Maximum Benefit</b>	Unlimited	Unlimited
<b>PREVENTIVE SERVICES</b> <i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Physical Exam</b>	No Member cost	30% after Plan Deductible
<b>Gynecological Preventive Exam</b>	No Member cost	30% after Plan Deductible
<b>Preventive Laboratory Services</b>	No Member cost	30% after Plan Deductible
<b>Baseline Routine Mammography</b> <i>(age 35-40)</i>	No Member cost	30% after Plan Deductible
<b>Routine Mammography</b> <i>(over age 40)</i>	No Member cost	30% after Plan Deductible
<b>Breast Ultrasound Screening</b>	No Member cost	30% after Plan Deductible
<b>Routine Vision Exam</b> <i>(one exam every year when provided by an Optometrist or Ophthalmologist)</i>	No Member cost	30% after Plan Deductible
<b>Hearing Screenings</b> <i>(one screening every 24 months)</i>	No Member cost	30% after Plan Deductible

<b>OUTPATIENT SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Primary Care Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Specialist Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Gynecological Office Services</b>	\$25 Copayment per visit	30% after Plan Deductible
<b>Maternity Care Office Visits</b> <i>(Prenatal Care)</i>	No Member cost	30% after Plan Deductible
<b>Allergy Testing</b> <i>Unlimited</i>	No Member cost	30% after Plan Deductible
<b>Allergy Injections</b> <i>Unlimited</i>	No Member cost	30% after Plan Deductible
<b>Laboratory Services</b> <i>(includes services performed in a Hospital or laboratory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost	30% after Plan Deductible
<b>Non-Advanced Radiology</b> <i>(includes services performed in a Hospital or radiology facility)</i>	No Member cost	30% after Plan Deductible
<b>Advanced Radiology</b> <i>(includes services for MRI, PET and CAT scan and nuclear cardiology performed in a Hospital or radiology facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost	30% after Plan Deductible
<b>Outpatient Rehabilitative Therapy</b> <i>combined with chiropractic</i> <i>(includes services combined for physical, speech, and occupational therapy and chiropractic services)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Retail Clinic</b>	\$25 Copayment per visit	30% after Plan Deductible
<b>EMERGENCY / URGENT CARE</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Walk-In/Urgent Care Centers</b>	\$25 Copayment per visit	\$25 Copayment per visit
<b>Emergency Room</b> <i>(Copayments waived if admitted)</i>	\$100 Copayment per visit	\$100 Copayment per visit
<b>Ambulance Services</b>	No Member cost	No Member cost

<b>HOSPITAL SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Hospital Services, Including Room &amp; Board</b>	\$200 Copayment per admission	30% after Plan Deductible
<b>Hospital Outpatient Surgical Facilities</b> <i>(includes services performed in a Hospital facility)</i> <i>(Please refer to the provider directory for facility type)</i>	\$150 Copayment per visit	30% after Plan Deductible
<b>Ambulatory Surgical Center</b> <i>(includes services performed in a stand-alone ambulatory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	\$150 Copayment per visit	30% after Plan Deductible
<b>Skilled Nursing and Rehabilitation Facilities</b> <i>up to 180 days per year</i>	No Member cost	30% after Plan Deductible
<b>Private Duty Nursing</b>	No Member cost	30% after Plan Deductible
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Mental Health Services</b> <i>(including inpatient acute and residential programs)</i>	\$200 Copayment per admission	30% after Plan Deductible
<b>Inpatient Alcohol and Substance Abuse Treatment</b> <i>(including inpatient acute and residential programs)</i>	\$200 Copayment per admission	30% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(including office visits and professional services provided in the home)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(intensive outpatient treatment and partial hospitalization programs)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>OTHER SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies</b>  <i>(No Member cost for 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)</i>	No Member cost	30% after Plan Deductible

OTHER SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Diabetic Equipment and Supplies</b>	No Member cost	30% after Plan Deductible
<b>Nutritional Counseling</b> <i>(Limit 3 visits per year)</i>	No Member cost	30% after Plan Deductible
<b>Home Health Services</b>	No Member cost	25% after Plan Deductible
<b>Hearing Aids</b>	No Member cost	30% after Plan Deductible

## PREVENTION AND WELLNESS

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

- Routine physical exam and appropriate screening and counseling for adults (including but not limited to cardiovascular disease, depression, obesity and sexually transmitted infections)
- Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration (including but not limited to depression, obesity and sexually transmitted infections)
- Preventive care and screenings for women supported by the Health Resources and Services Administration:
  - At least one well-woman preventive care visit annually to obtain the recommended preventive services
  - Screening for diabetes during pregnancy, two per pregnancy
  - Human Papillomavirus (HPV) testing, age 30 or older, one per year
  - Counseling on sexually transmitted infections for all sexually active women, two per year
  - Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women
  - Contraceptive methods approved by the Food and Drug Administration, sterilization procedures and contraceptive patient education and counseling
  - Comprehensive lactation support, counseling, a breast pump, (either manual or non-hospital grade electric), and breastfeeding supplies
  - Screening and counseling for interpersonal and domestic violence for all women and adolescents
- Bone density screenings, age 60 or older
- Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, ages 50 or older
- Routine mammography screening
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC
- Outpatient laboratory services:
  - Cervical cancer and cervical dysplasia screening – pap smear
  - Lipid cholesterol screening for adults and children at risk
  - Fasting plasma glucose or hemoglobin A1c
  - Hematocrit and Hemoglobin for children up to age 21
  - Lead screening for children
  - Tuberculin testing for children
  - Chlamydia, syphilis and gonorrhea screening for females all ages
  - Human immunodeficiency virus screening – HIV testing
  - Hypothyroidism screening in newborns, under 3 months of age
  - Screening for phenylketonuria (PKU) in newborns, under 3 months of age
  - Screening for sickle cell disease in newborns, under 3 months of age
  - Hepatitis B screening for adolescents and adults at risk
  - Hepatitis C screening for adults at risk
  - Lung Cancer Screening for adults ages 55 - 80 who have smoked
- Routine vision screening up to age 21, one per year when services are rendered by a primary care provider
- Routine hearing screening up to age 21 when rendered by a primary care provider
- Dental caries prevention up to age 5 when rendered by a primary care provider
- Developmental, autism, and psychosocial/behavioral assessments up to age 21 when rendered by a primary care provider.
- Dietary counseling for adults with cardiovascular disease, hyperlipidemia or obesity
- Alcohol misuse screening and counseling
- Tobacco cessation interventions
- Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic Bacteriuria in women who are pregnant
- Screening for abdominal aortic aneurysm in men age 65 -75 who have ever smoked
- BRCA counseling and genetic screening for women at risk
- Physical therapy to prevent falls in adults ages 65 and older

### Important Information

- If you have questions regarding your plan, visit our website at [www.connecticare.com](http://www.connecticare.com) or call us at (860) 674-5757 or 1-800-251-7722.
- Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- Out-of-Network cost shares are reimbursed at 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 *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2015.
- Your plan is Insured by ConnectiCare Insurance Company, Inc.

### Benefits are Subject to Department of Insurance Approval



## Prescription Drug Copayment Plan Benefit Summary

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

**Personalized for: Borough of Naugatuck - Nurses/UPSEU (OAP4)**

<b>PRESCRIPTION DRUGS</b>		
<p>Covered prescription drugs through retail Participating Pharmacies or our mail order service. <b>Generics are dispensed unless the provider writes Dispense as Written on the prescription.</b></p> <p>Your Plan includes the following: Mandatory Drug Substitution, Generic Substitution Program, Tiered Cost-Share Program, and Voluntary Mail Order Program.</p>		
	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i>	\$6,350 Employee \$12,500 per Family	\$6,350 Employee \$12,500 per Family
<b>RETAIL PHARMACY</b> <b>(3 copayments per 90 day supply)</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Tier 1 drugs</b> <i>(Generic Drugs)</i>	\$5 Copayment	30% Coinsurance
<b>Tier 2 drugs</b> <i>(Preferred Brand Drugs)</i>	\$25 Copayment	30% Coinsurance
<b>Tier 3 drugs</b> <i>(Non-Preferred Brand Drugs)</i>	\$40 Copayment	30% Coinsurance
<b>MAIL ORDER PHARMACY</b> <b>(up to a 100 day supply per prescription)</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Tier 1 drugs</b> <i>(Generic Drugs)</i>	\$10 Copayment	100%
<b>Tier 2 drugs</b> <i>(Preferred Brand Drugs)</i>	\$50 Copayment	100%
<b>Tier 3 drugs</b> <i>(Non-Preferred Brand Drugs)</i>	\$80 Copayment	100%

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

Chapter 89 & 90  
(UPSEU)

BOROUGH OF NAUGATUCK

CONSOLIDATED PENSION PLAN

FOR SUPERVISORY AND WHITE COLLAR EMPLOYEES

September 1, 1990

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## ARTICLE ONE

### Preamble

The Borough of Naugatuck, Connecticut and Local Number 760 of the Civil Service Employees Affiliates Chapters 89 and 90 (the "Union"), hereby adopt the Consolidated Pension Plan for Supervisory and White Collar Employees. The Plan is the sole and exclusive pension plan governing employees covered by the collective bargaining agreement effective April 1, 1990 between the Borough and Chapter 89 and Effective April 1, 1989 between the Borough and Chapter 90.

## ARTICLE TWO

### Definitions and Construction

2.1 Definitions. Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Section 2.1, unless the context clearly indicates otherwise:

- a. Alternate Retirement Age means the date on which a Participant has attained age sixty (60) and completed at least ten (10) Years of Credited Service.
- b. Beneficiary means the individual or estate entitled to receive death benefits payable under this Plan pursuant to Section 6.4.
- c. Borough means the Borough of Naugatuck, Connecticut.
- d. Break-in-Service means a Plan Year in which an Employee does not complete a Year of Credited Service. A Break-in-Service may be caused by retirement, voluntary or involuntary termination of employment, unauthorized absence, or employment on a part-time basis, provided, however, in the event a Participant is subject to a layoff and recommences employment within one (1) year of such layoff, he shall not incur a Break-in-Service.
- e. Compensation means all monetary remuneration actually paid by the Employer to a Participant for personal services to the Employer during a Plan Year, including wages and salaries and accrued vacation pay and accrued sick leave paid as a result of termination of employment. Compensation shall not include (i) compensation paid in a form other than cash; (ii) severance pay; (iii) cash payment for compensatory time

paid as the result of termination of employment; (iv) any amounts contributed by the Employer to this or any other retirement plan or employee benefit plan; or (v) any business expense reimbursements paid by the Employer to the Participant. For Participants who were not participants in the Chapters 89 or 90 pension plans in effect prior to the Effective Date, Compensation shall not include: payments for: (1) overtime; (2) accumulated sick leave; (3) severance pay; or (4) cash payment for compensatory time paid as the result of termination of employment.

f. Date of Hire means the first day on which an Employee completes an Hour of Service, or the first day on which an Employee completes an Hour of Service following reemployment after a termination of employment.

g. Date of Severance means the earlier of: (i) the date on which an Employee's employment with the Employer terminates by reason of the Employee's resignation, discharge, retirement, Disability or, death, including accrued vacation time, but excluding compensatory time, or (ii) the first anniversary of the first date of a continuous period in which the Employee remains absent from active employment with the Employer for any reason other than the Employee's resignation, discharge, retirement, death, or Disability.

h. Disability means a physical or mental condition which, in the judgment of the Employer, based upon medical reports and other evidence satisfactory to the Employer, presumably permanently prevents an Employee from satisfactorily performing his usual duties for the Employer.

Disability shall not include incapacities arising from:

- (i) chronic or excessive use of drugs or narcotics;
- (ii) intentionally self-inflicted injury or intentionally self-induced sickness;
- (iii) a Participant's unlawful act or enterprise; or
- (iv) military service from which the Participant is eligible to receive a government sponsored military pension.

i. Disabled Participant means a Participant who has incurred a Disability.

- j. Early Retirement Age means the date on which a Participant has attained age fifty-five (55) and has completed fifteen (15) Years of Service.
- k. Effective Date means September 1, 1990, unless otherwise expressly provided herein.
- l. Employee means a full-time paid, supervisory or white collar employee of the Borough.
- m. Employee Contribution Account means the account maintained for a Participant to record his contributions and adjustments thereto.
- n. Employer means the Borough of Naugatuck, Connecticut.
- o. Final Average Earnings means the yearly Compensation of a Participant averaged over the three (3) consecutive Years of Service ending on his Date of Severance.
- p. Former Participant means an individual who at one time was a Participant under the provisions of this Plan.
- q. Hour of Service means the sum of hours for an Employee under (i) through (iii) below during the applicable computation period, as determined by the Pension Board from the employment records of the Employer:
- (i) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer;
  - (ii) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability) and;
  - (iii) Each hour for which an Employee is paid or entitled to payment, by the Employer on account of temporary total workers' compensation benefits.
- The same hours of service shall only be credited once under Paragraphs (q)(i), (ii) and (iii).
- r. Late Retirement Age means a Participant's Date of Severance following his Normal Retirement Age.

s. Legally Dependent Adult means an adult for whom a conservator of the estate, a guardian or a limited guardian has been appointed.

t. Month of Service means a calendar month during any part of which an Employee is credited with one or more Hours of Service.

u. Normal Retirement Age means the earlier of: (i) the date on which the Participant attains age fifty-five (55) and completes thirty (30) Years of Service or (ii) the date the Participant attains age sixty (60) and completes fifteen (15) Years of Service.

v. Participant means an Employee participating in the Plan in accordance with the provisions of Section 3.1.

w. Pension Board means the Pension Board created by the Borough pursuant to Borough Ordinance Number 83, Ordinance Creating Alternative Pension Plan and a Supplemental Pension Plan for Certain Non-Union Employees adopted September 20, 1988 and effective September 26, 1988; provided, however a Union member from each of Chapters 89 and 90, recommended by the Union president to the Borough's Mayor or elected by the Union membership shall serve in place of the non-union employee and the Board of Education member.

x. Pension Fund (Fund) means the assets of the fund known as the Supervisory and White Collar Pension Plan, maintained in accordance with this Plan.

y. Plan means the Supervisory and White Collar Pension Plan, the plan set forth herein, as amended from time to time.

z. Plan Year means the 12-month period commencing on July 1 and ending on June 30.

aa. Service means the aggregate of the period or periods of an Employee's employment with the Employer commencing upon the Employee's Date of Hire and ending upon a Date of Severance, as determined under Section 3.2.

bb. Year of Credited Service means, the twelve (12) consecutive month period during which an Employee completes at least twenty (20) Hours of Service per week for at least fifty-two (52) weeks per year. For purposes of Final Average Earnings calculation, Years of Credited Service shall be measured in years and completed Months of Service. In the event an Employee

of the Employer on the Effective Date who was not a Participant in the Chapters 89 or 90 plans irrevocably elects to become a Participant as provided in Section 3.1, Years of Credited Service shall be calculated from the date of such election.

2.2 Construction. The masculine gender shall be deemed to include the feminine gender unless the context clearly indicates to the contrary. The Plan shall be construed according to the laws of the State of Connecticut, and all provisions hereof shall be administered according to, and its validity shall be determined under, the laws of such State, except where preempted by Federal law.

### ARTICLE THREE

#### Participation and Service

3.1 Requirements for Participation. Every Employee of the Employer on the Effective Date who was a participant in the Chapter 89 or 90 Pension Plan must irrevocably elect in writing, no later than March 1, 1991 to become a Participant or to remain a participant of the Chapter 89 or 90 Pension Plan. Every Employee of the Employer on the Effective Date who was not a participant in the Chapter 89 or 90 pension plan shall become a Participant as of the Effective Date. Any other Employee shall become a Participant upon becoming an Employee. No Employee may become a Participant if he participates in any other pension plan, other than Social Security, to which the Employer contributes.

3.2 Service. A Participant's eligibility for benefits under the Plan shall be based upon his period of service determined in accordance with the following:

- (a) Service Prior to Effective Date. An Employee who was a participant in the Chapter 89 or 90 pension plan as of the Effective Date shall receive credit for Service prior to the Effective Date to the extent provided in such plan.
- (b) Service On and After Effective Date. On and after the Effective Date a Participant shall accrue one Year of Credited Service for each Year in which he is credited with at least twenty (20) Hours of Service per week for at least fifty-two (52) weeks per year.

3.3 Break-in-Service. If an individual incurs a Break-in-Service and subsequently recommences employment with the Employer, he shall be considered a new Employee for

the purpose of determining Years of Credited Service under the Plan; provided, however, such an individual shall be credited with his prior Years of Service under the Plan if: (i) he had completed ten (10) Years of Credited Service prior to termination of employment, and (ii) at the time of termination of employment he had not received distribution of his Employee Contribution Account. In no event will an individual who occurs a Break-in-Service be entitled to "buy-back" his Years of Credited Service.

X 3.4 Eligibility for Alternate Retirement. - Any Employee on the Effective Date who: (i) was a participant in the Chapter 89 or 90 pension plan; and (ii) elects to become a Participant, shall irrevocably elect in writing no later than March 1, 1991: (a) to have his retirement benefit calculated pursuant to such Chapter 89 or 90 pension plan and to receive the Alternate Retirement Benefit as provided in Section 6.2; or (b) to have his retirement benefit calculated pursuant to this Plan as provided in Sections 6.1, 6.3 or 6.4. Upon making an election to receive the Alternate Retirement Benefit, the Participant shall be ineligible for benefits on attainment of his Early Retirement Age, Normal Retirement Age or Late Retirement Age.

#### ARTICLE FOUR

##### Participant Contributions

A Participant shall be required to contribute, by payroll deduction, four percent (4%) of his Compensation to the Pension Fund, provided, however, a Participant who elects Alternate Retirement shall continue to contribute three percent (3%) of his Compensation to the Pension Fund.

#### ARTICLE FIVE

##### Participants' Accounts

5.1 Individual Accounts. The Pension Board shall create and maintain adequate records to disclose the interest in the Pension Fund of each Participant and Beneficiary. Such records shall be in the form of individual accounts, and credits and charges shall be made to such accounts in the manner herein described. The maintenance of individual accounts is only for accounting purposes, and a segregation of the assets of the Pension Fund to each account is not required. Distributions made from an account shall be charged to the account as of the date paid by the Pension Board.

5.2 Interest Allocation. Five percent (5%) interest shall be credited to Participant contributions made on and after the Effective Date and shall be calculated and allocated to the Employee Contribution Account of a Participant on the last day of the Plan Year. Contributions made prior to the Effective Date shall accrue interest as calculated above at the annual rate of four percent (4%).

*contributions  
made  
after  
1/1/91*

## ARTICLE SIX

### Benefits

6.1 Normal Retirement. Upon a Participant's retirement on or after his Normal Retirement Age, he shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to one and three quarters percent (1.75%) of his Final Average Earnings multiplied by his Years of Credited Service, to a maximum of seventy-five percent (75%) of Final Average Earnings.

6.2 Alternate Retirement.

- (a) Upon a Chapter 89 or 90 Participant's retirement after his Alternate Retirement Age and completion of less than fifteen (15) Years of Credited Service, he shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to his Final Average Earnings multiplied by two percent (2%) for each Year of Credited Service.
- (b) Upon a Participant's retirement on or after his Alternate Retirement Age and completion of fifteen (15) Years of Credited Service but less than twenty (20) Years of Credited Service, he shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to forty percent (40%) of his Final Average Earnings.
- (c) Upon a Participant's retirement after his Alternate Retirement Age and completion of twenty Years of Credited Service, he shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to sixty percent (60%) of his Final Average Earnings.
- (d) Upon a Participant's retirement after his Alternate Retirement Age and completion of more than twenty (20) Years of Credited Service, he

shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to sixty percent (60%) of his Final Average Earnings, plus one percent (1%) of his Final Average Earnings multiplied by his Years of Credited Service which exceed twenty (20) Years of Credited Service to a maximum of seventy-five percent (75%) of Final Average Earnings.

6.3 Early Retirement. Upon a Participant's retirement on or after his Early Retirement Age, he shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to one and three quarters percent (1.75%) of his Final Average Earnings multiplied by his Years of Credited Service and reduced by five percent (5%) of dollar benefit for each year that the Participant's early retirement precedes his attainment of age sixty (60), to a maximum of seventy-five percent (75%) of Final Average Earnings.

6.4 Late Retirement. Upon a Participant's retirement after reaching his Late Retirement Age, he shall be entitled to begin to receive his retirement benefit as of his Date of Severance in an annual amount equal to one and three quarters percent (1.75%) of his Final Average Earnings multiplied by his Years of Credited Service to a maximum of seventy-five percent (75%) of Final Average Earnings.

6.5 Disability. In the event of the Disability of a Participant, the Employer shall pay the Disabled Participant a Disability benefit equal to fifty percent (50%) of his Final Average Earnings calculated as of his Date of Severance, provided:

- (a) (i) The Disabled Participant is an active Employee on the date the Disability commences;
  - (ii) The Disability arises in and from the Participant's employment;
  - (iii) The Disabled Participant is not receiving benefits under the Connecticut Workers' Compensation Act, the Connecticut Heart Disease and Hypertension Law, or is not receiving benefits under any other disability or sick leave benefit plan provided by the Employer; and
- (b) A Disabled Participant whose Disability does not arise in and from his employment and who has not

accrued ten (10) Years of Credited Service on the date the Disability commences shall be entitled solely to the amount credited to his Employer Contribution Account plus accrued interest thereon as provided in Section 5.2.

- (c) A Disabled Participant whose Disability does not arise in and from his employment and who has accrued ten (10) Years of Credited Service on the date the Disability commences may elect in writing: (i) a refund of his Employee Contribution Account, plus accrued interest thereon as provided in Section 5.2, in which case he shall forfeit all rights to benefits under the Plan; or (ii) to defer payment of his Employee Contribution Account until he attains Normal Retirement Age, Early Retirement Age or Alternate Retirement Age, in which case he shall be entitled to receive the appropriate retirement benefit.
- (d) A Participant's Disability benefit shall be terminated:
- (i) In the event he returns to his regular or equivalent employment with the Employer;
  - (ii) The Participant is employed, or capable of employment, in any occupation which provides an income, in either real terms or inflation adjusted dollars equivalent to the income he would receive if he were to have continued his regular employment with the Employer;
  - (iii) The Participant refuses to provide statements of annual income acceptable to and as required by the Employer.
  - (iv) The Employer determines on the basis of medical evidence that the Participant is no longer prevented from performing the duties of his regular or equivalent employment with the Employer;
  - (v) The Participant refuses to undergo a medical examination requested by the Employer; provided, however, a Participant shall not be required to undergo a medical examination more often than twice in any calendar year;

- (vi) The Participant reaches his Normal Retirement Age or Alternate Retirement Age;
- (vii) The Participant withdraws his contributions; or
- (viii) The Participant dies.

6.6 Death.

- (a) If a Participant dies after his retirement benefit has commenced, his benefit will be distributed as provided in Section 6.6(d).
- (b) If a Participant who has completed ten (10) Years of Credited Service dies prior to the commencement of distribution of his retirement benefit, the Participant's benefit will be distributed as provided in Section 6.6(d).
- (c) If a Participant who has completed less than ten (10) Years of Credited Service dies prior to his Early Retirement Age, Normal Retirement Age or Alternate Retirement Age, as the case may be, a benefit equal to the balance of his Employee Contribution Account, plus accrued interest thereon, shall be distributed to his Estate in a lump sum.
- (d) In the case of a Participant entitled to a benefit under Section 6.6(a) or (b), a benefit equal to fifty percent (50%) of the deceased Participant's retirement benefit, determined as of the Participant's date of death, shall be payable to the Participant's spouse until her remarriage or death. If the Participant's spouse does not survive him or subsequently dies before the Participant's children attain age eighteen (18), the benefit provided under this Section 6.6(d) shall be paid in equal shares to the Participant's children who have not attained age eighteen (18) as provided below.
  - (i) In the event a Participant's minor children are eligible to receive his retirement benefit, the amount of such benefit shall be:
    - (1) If there is one minor child - twenty-five percent (25%) of such benefit;

- (2) If there are two (2) minor children - thirty-seven and one-half percent (37.5%) of such benefit, in equal shares;
  - (3) If there are three (3) or more minor children - fifty percent (50%) of such benefit, in equal shares; or
  - (4) In the event there is more than one minor child receiving benefits, when each of such minor children reaches age eighteen (18), the percentage of benefits received by the remaining minor children shall be reduced to reflect the number of minor children then receiving benefits.
- (ii) If an adult child of the Participant has been determined to be a Legally Dependent Adult prior to the Participant's death (or if subsequent to the Participant's death, within six (6) months of attaining age eighteen (18)), such child shall continue to receive the benefit provided by this Section 6.6(d) until the earlier of: (i) termination of his status as a Legally Dependent Adult; or (ii) his death.
- (e) In the event a Participant's Employee Contribution Account, plus accrued interest thereon, exceeds benefit payments made to him or his spouse and/or his children, the excess shall be paid to his estate in a lump sum.

6.7 Termination for Other Reasons. If a Participant, terminates employment prior to his Normal Retirement Age, Early Retirement Age or Alternate Retirement Age for any reason other than Disability or death, the Participant shall be entitled solely to the amount credited to his Employee Contribution Account plus accrued interest thereon.

A Participant, including a Participant who elects the Alternate Retirement Date, who terminates Service with ten (10) or more Years of vested Credited Service may elect in writing: (i) a refund of his Employee Contribution Account, plus accrued interest thereon, in which case he shall forfeit all rights to benefits under the Plan; or (ii) to defer payment of his Employee Contribution Account until he attains Normal Retirement Age, Early Retirement Age or Alternate Retirement Age, in which case

he shall be entitled to receive the appropriate retirement benefit. Any other Participant shall receive a refund of his Employee Contribution Account, plus accrued interest thereon as provided in Section 5.2 and shall not be entitled to receive a retirement benefit.

## ARTICLE SEVEN

### Pension Fund

All Employee contributions to this Plan hereunder shall be held in the Pension Fund. The Pension Fund, including investment income, shall be retained by the Pension Board for the exclusive benefit of the Participants and Beneficiaries and shall be used to pay benefits to such persons or to pay administrative expenses of the Plan and Fund.

## ARTICLE EIGHT

### Allocation of Responsibilities

8.1 Pension Board. The Pension Board shall have exclusive responsibility for the control and management of the Pension Fund and shall have no other responsibilities other than those specifically assigned to it in the Plan. The Pension Board shall have responsibility and authority to control the operation and administration of the Plan including, but not by way of limitation, the duties and powers described in Article Nine.

8.2 Investment Consultant. The Pension Board may employ the services of an Investment Consultant to evaluate and recommend various investment options of the Pension Fund.

## ARTICLE NINE

### Administration

9.1 Pension Board Powers and Duties. The Pension Board shall have such authority and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

- (a) to construe and interpret the Plan; decide all questions of eligibility; and determine the amount and time of payment of any benefits hereunder;

- (b) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;
- (c) to prepare and distribute, in such manner as the Pension Board determines to be appropriate, information explaining the Plan;
- (d) to obtain from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
- (e) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to receive, review, and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of the Pension Fund from the Pension Board;
- (g) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel; and
- (h) to comply with governmental regulations relating to records of Participants' service, account balances; and notifications to Participants; and
- (i) to develop and submit to the Borough Board of Mayor and Burgesses and the Borough Board of Finance, sitting jointly, an annual budget for funding the Pension Fund in excess of Employee Contributions in order to ensure actuarial soundness.

The Pension Board shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan. The Pension Board, in exercising its discretion, shall do so in a uniform and non-discriminatory manner, treating all Employees, Participants and Beneficiaries in similar circumstances alike.

9.2 Claims Procedure. Any request for specific information with respect to benefits under the Plan must be made to the Pension Board in writing by a Participant or his

Beneficiary. Oral communications will not be recognized as a formal request or claim for benefits.

The Pension Board shall provide adequate notice in writing to any Participant or Beneficiary whose claim for benefits under the Plan has been denied, (i) setting forth the specific reasons for such denial, specific references to pertinent plan provisions, and a description of any material and information which had been requested but not received by the Pension Board; and (ii) advising such Participant or Beneficiary that any appeal of such adverse determination must be submitted in writing to the Pension Board not more than sixty (60) days after receipt of such notification, and must include a full description of the pertinent issues and basis of the claim.

If the Participant or Beneficiary fails to appeal such action to the Pension Board in writing within the prescribed period of time, the Pension Board's adverse determination shall be final.

If an appeal is filed with the Pension Board, the Participant or Beneficiary shall submit such issues he thinks are pertinent and the Pension Board shall re-examine all facts, make a final determination as to whether the denial of benefits is justified under the circumstances, and advise the Participant or Beneficiary in writing of its decision and the specific reasons on which such decision was based, within sixty (60) days of receipt of such written request, unless special circumstances require a reasonable extension of such sixty (60) day period, in which event a final determination will be made within 120 days of receipt of such written request.

9.3 Administrative Rules and Procedures. The Pension Board may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Pension Board shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Pension Board shall be entitled to rely upon information furnished by a Participant or Beneficiary, the Employer, or the legal counsel of the Employer.

9.4 Substitute Payee. If a Participant or Beneficiary entitled to receive benefits hereunder is in his minority, or is, in the judgment of the Pension Board, legally, physically, or mentally incapable of personally receiving and receipting for any distribution, the Pension Board may make distributions to his legally appointed guardian or to such other person or institutions as, in the judgment of the

Pension Board, is then maintaining or has custody of the payee.

9.5 Required Information. The Pension Board may require a Participant or Beneficiary to complete and file with the Pension Board an application for a benefit and all other forms approved by the Pension Board, and to furnish all pertinent and reasonably necessary information or evidence requested by the Pension Board. The Pension Board may rely upon such information so furnished it, including the participant's current mailing address. Failure on the part of any Participant or Beneficiary to comply with such request within a reasonable period of time shall be sufficient grounds for delay in the payment of benefits until the information or evidence requested is received.

## ARTICLE TEN

### Amendments of the Plan

The Plan may be amended or otherwise modified by the Employer and the Union, prospectively or retroactively, provided, that no amendment or modification shall:

- (a) prior to the satisfaction of all expenses of the Pension Fund and all liabilities under the Plan with respect to all Participants or their Beneficiaries, permit any part of the Pension Fund to be used for or diverted to purposes other than (i) the exclusive benefit of the Participants or Beneficiaries and (ii) administrative expenses, and expenses incurred in effectuating such changes; and
- (b) deprive any Participant or Beneficiary of any benefit already accrued, vested, and payable.

## ARTICLE ELEVEN

### Miscellaneous

11.1 Limitation of Rights. Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund, trust, or account, nor the payment of any benefits shall be construed as giving any Participant, Beneficiary, or any other person whomsoever, any legal or equitable right against the Employer, or the Pension Board, unless such right shall be specifically provided for in the Plan or conferred by the affirmative action of the Pension Board or the Employer in accordance with the terms and provisions of

the Plan; or as giving any Participant or any other Employee of the Employer the right to be retained in the service of the Employer. All Participants and other Employees shall remain subject to discharge to the same extent as if the Plan had never been adopted.

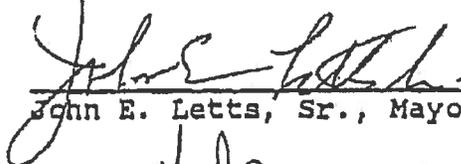
11.2 Nonalienation of Benefits. Except to the extent that may be required by law, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable hereunder, shall be void. The Pension Fund shall not in any manner be liable for or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder.

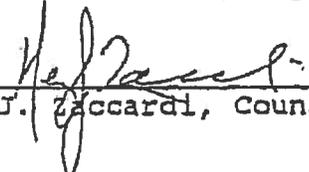
11.3 Construction; Severability. Should any provision of the Plan or any amendment thereto be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions or amendments unless such invalidity shall render impossible or impractical the functioning of the Plan, and, in such case, the appropriate parties shall immediately adopt a new provision or amendment to take the place of the one held illegal or invalid.

11.4 Titles and Headings. The titles and headings of the Sections in this Plan are for convenience of reference only and, in the event of any conflict, the text rather than such titles or headings shall control.

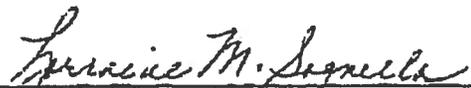
This Borough of Naugatuck Consolidated Pension Plan for Supervisory and White Collar Employees is hereby adopted this 24<sup>th</sup> day of JANUARY, 1991, effective September 1, 1990.

BOROUGH OF NAUGATUCK

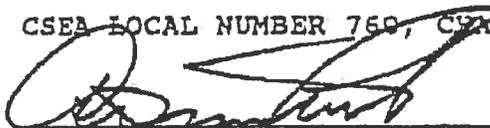
  
John E. Letts, Sr., Mayor

  
Henry J. Zaccardi, Counsel

CSEA LOCAL NUMBER 760, CHAPTER 89

  
Lorraine M. Sagnella, Member

CSEA LOCAL NUMBER 760, CHAPTER 90

  
Anthony Pesanelli, President

  
Helaine Swirda, Staff Representative

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**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

Dated: 1/23/2017 Q



UPSEU, Local 424 - Unit 15-B

Dated: 2/1/2013