

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF PITTSFIELD**

**AND**

**PITTSFIELD POLICE DEPARTMENT  
POLICE OFFICERS  
(I.B.P.O., LOCAL 447)**

**JULY 1, 2019 TO JUNE 30, 2022**

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ARTICLE I  
RECOGNITION

The City of Pittsfield recognizes the International Brotherhood of Police Officers, Local 447, as the certified bargaining representative for all Police Officers in the City of Pittsfield, excluding the Chief.

ARTICLE II  
EXCLUSIVITY

The City recognizes exclusively Local 447 International Brotherhood of Police Officers as the bargaining agent.

ARTICLE III  
PAYROLL DEDUCTION OF UNION FEES, DUES AND AGENCY FEES

The City shall bi-weekly deduct Union dues and initiation fees, including arrearages, from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the City.

ARTICLE IV  
BULLETIN BOARDS

The City shall permit the use of all bulletin boards, located in the Police Station, by the Union for the posting of notices concerning Union business and activities. The City shall provide a secure bulletin board for the exclusive use of Union officers, in a place to be selected by the Chief after consultation with the Union President. Departmental email can be utilized to post union meetings.

ARTICLE V  
WAGES

Bargaining unit members shall receive a salary increase to be paid by the City to the respective police officers in the following manner:

July 1, 2019-June 30, 2020	2.00%
July 1, 2020-June 30, 2021	1.5%
July 1, 2021-June 30, 2022	1.5%

Effective July 1, 2018 – The wage scale shall be adjusted to reflect that employees with 15 years of service or more will receive an additional \$700.00 on top of their salary, after the 1.5% adjustment has been made. This adjustment will apply to all members attaining 15 years of service on or after July 1, 2018.

A. PLUS RATES FOR HIGHER SKILLS

In any case when an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a higher class of position, such employee shall receive the entrance rate of that class or one (1) step above his/her present rate, whichever is higher, while so required, subject to the approval of the Mayor. Such temporary assignment to a higher class of position to qualify for the higher rate of pay shall be regular and continuous in character for periods of ten (10) days or more. An employee may be temporarily assigned to work in any position in the same or lower class grade without change in pay.

B. RATES FOR BILINGUAL PROFICIENCY

The City of Pittsfield and the Police Union hereby agree to the following terms, conditions, and understandings regarding pay differential for being proficient in Spanish, Portuguese, French, Russian, or American Sign Language and being able to communicate with these languages in police investigations. Where one of the following standards has been met the police officer would be entitled to a pay differential not to exceed 4% in addition to any other incentives detailed in this agreement:

- 1) The police officer is determined by the Chief of Police to be proficient in one of the above languages based on the police officer's currently ability to effectively use the language in police investigations and communications with individuals with regard to Police Department business.
- 2) For newly hired police officers, the Chief of Police may make the determination that the police officer is proficient in one of the above languages based on the Chief of Police's investigation of the officer's prior employment and involvement in police investigations involving individuals that speak one of the above languages and other police business.
- 3) The police officer takes an oral and written examination administered by the Berkshire Community College, and College personnel determine that the police officer is currently able to effectively be involved in police investigations with individuals that speak one of the above languages and other police business.
- 4) The police officer takes courses at Berkshire Community College regarding learning one of the above languages to be used in police investigations and other police business and passes with a grade of B or better. The Officer shall be required to take one refresher course every three years from the original determination of proficiency and pass the refresher as determined by Berkshire Community College. The cost of the refresher courses are paid by the employee. The cost of the courses and examinations are paid by the employee, unless

the officer is enrolled in an approved undergraduate course of study and was hired before May 1, 2005 in accordance with Article XXVII of the collective bargaining agreement.

C. PROFESSIONAL INSTRUCTOR INCENTIVE

Officers shall be eligible for a 2% wage incentive if certified as a professional instructor. The certification area and individual must be approved in advance by the Chief. The instructor course must be at least 32 hours or otherwise at the discretion of the Chief. Field Training Officer(s) would no longer receive a stipend, but would receive the 2% incentive. This 2% incentive will be in addition to any other incentives detailed in this agreement.

D. EMERGENCY MEDICAL TECHNICIAN (EMT) or PARAMEDIC

Officers shall be eligible for a 4% wage incentive if certified as an Emergency Medical Technician or Paramedic. This 4% incentive will be in addition to any other incentives or differentials detailed in this agreement.

E. DRUG RECOGNITION EXPERT

Officer shall be eligible for a 7% wage incentive if certified as a Drug Recognition Expert (DRE). This 7% incentive will be in addition to any other differentials or incentives detailed in this agreement.

F. SPECIAL RESPONSE TEAM

Beeper pay of four (4) hours of compensatory time when the officer is under a stand-by notice.

G. WAGE MATRIX

There shall be a twelve step (our current contract language) wage matrix to be created by the department's Administrative Sergeant in cooperation with the Director of Administration and Finance. Said Matrix shall take into account former Article XIV, "longevity increases". Said matrix shall be attached hereto and incorporated by reference, and shall serve as authority for establishing the base wage of all police officers.

The wage matrix is attached to this contract.

E. PAYROLL

All bargaining unit members will be paid on a bi-weekly basis on Fridays. It is required all wages are received by direct deposit.

ARTICLE VI  
ADVANCEMENT WITHIN A COMPENSATION SCHEDULE

Step rate increases shall be payable beginning with the first day of the pay period following anniversary date. At the completion of the first six (6) months of service, the employee shall be advanced to the next higher step in the appropriate schedule provided his/her service has been satisfactory. Subsequently, the employee shall be advanced to higher steps within the schedule, unless otherwise recommended by the Department Head or Mayor, in accordance with the following table and the matrix established pursuant to Article V, Paragraph D, until the employee has reached the maximum rate of the schedule for his/her position.

- A. Entry level for police officers will be Grade 01.
- B. Employees in Grade 01: Advance one (1) step after six (6) months of service, and one (1) step each year of service thereafter until the employee reaches the maximum rate of the schedule for his/her position.

This subsection is not intended to be, nor shall it under any circumstances, be construed to permit any entitlement to retroactive pay. Any increase in pay permitted or allowed by this subsection shall take effect only upon the effective date of this subsection.

- C. When an employee is promoted to a class with a higher compensation schedule, his/her entrance rate in the compensation schedule shall be at a point that will guarantee an increase of two (2) steps over his/her previous rate or the maximum rate of the higher compensation schedule, whichever is lower; and shall be at least one (1) step above the maximum rate of the next lower class. Such entrance rate may be at a higher rate upon promotion provided:
  - 1) That compensation at such higher rate is recommended in writing by the appropriate Department Head and approved by the Mayor;
  - 2) That any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the minimum qualifications specified; and
  - 3) That an appropriation sufficient to pay such a higher rate has been made.

Employees promoted prior to the enactment of this subsection but who have not attained the fifth step, may do so by complying with the conditions set forth in this subsection. This paragraph is not intended to be, nor shall it under any circumstances be construed to permit any entitlement to retroactive pay. Any increase in pay permitted or allowed by this paragraph shall take effect only from the effective date of this subsection.

- D. Service requirements for advancement within the compensation schedules and for other purposes as specified in this provision shall have the implication of continuous service, which means employment in the City service without break or interruption. Leaves of absence without pay of less than thirty (30) days and leaves with pay shall not interrupt

continuous service nor be deducted therefrom. Leaves of absence without pay in excess of thirty (30) days except for extended service with the armed forces of the United States shall be deducted in computing total service, but shall not serve to interrupt continuous service. In case of repeated one-day absences without leave, the Mayor may consider the service of the employee interrupted and shall have the record of the employee show the same.

ARTICLE VII  
GRIEVANCE PROCEDURE

A. PURPOSE: The purpose of the grievance procedure shall be to settle employee or employer grievances on as low a level as possible so as to insure efficiency and employee morale. A grievance shall be defined as any alleged violation of the terms of this Contract.

B. PROCEDURE:

STEP 1: Employee grievances may be first presented by the employee and/or the Union Representative to the Chief of Police, or his/her designee, in writing, who shall meet with a representative of the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him/her and he/she shall answer the grievance in writing within five (5) days after the meeting.

STEP 2: If the employee's grievance is not resolved in STEP 1, the Grievance Committee or employee may refer the complaint to the Mayor, with a copy to the City Solicitor, within five (5) days of the STEP 1 answer, exclusive of Saturdays, Sundays and Holidays. The Mayor or his/her designee shall meet with a representative of the Grievance Committee or the employee involved within seven (7) days to discuss the grievance and will answer the grievance in writing within seven (7) days after the meeting ends. If there is no meeting within ten (10) days or no written answer within ten (10) days, the grievance shall presume to be denied. If the employee's grievance is not resolved in STEP 2, the grievance may be submitted only by the Union to the American Arbitration Association, and the results of such arbitration shall be binding on the parties.

C. The Police Union shall be entitled to submit grievances in the name of the Union in the same manner provided herein for employees, said submission to start at STEP 1 in the grievance procedure.

D. In the event the Employer files a grievance, it may submit the matter to the American Arbitration Association and the results of such arbitration shall be binding on the parties.

E. Any of the time limits herein may be extended by mutual agreement.

F. Letters of reprimand, shall be subject to the grievance procedure up to and including STEP 2, but shall not be subject to any further action under the grievance procedure.

G. No member shall be suspended, discharged, removed, dismissed, or otherwise disciplined

except for just cause. Said actions shall be subject to the grievance and arbitration procedure, subject to the provisions of Section F, provided that a bargaining unit member may not contest the discipline in both arbitration and before the Civil Service Commission.

- H. A bargaining unit member shall have the right to examine any letters, which are placed in their personnel file, but they shall not have the right under this article to file a grievance pertaining to said letters. The member shall have the right to file a response in writing, which shall be placed in their personnel file. This subsection shall not apply to internal affairs or investigations files.
- I. Bargaining unit members have the right under the State's Labor Relations Law; M.G.L. Chapter 150E, to refuse to submit without union representation to an investigatory interview which the employee reasonably believes may result in disciplinary action.

#### ARTICLE VIII POLICE OFFICER'S CLOTHING ALLOWANCE

Police Officers are entitled to a Seven Hundred Dollar (\$700) clothing allowance per year from a mutually acceptable vendor. The Police Officers assigned to plainclothes duty shall be entitled to receive an additional One Hundred and Twenty Five Dollars (\$125.00) on top of the current allowance provided. All Police Officers shall be entitled to an annual footwear allowance in the amount of Three Hundred Dollars (\$300.00).

A committee will be formed with an equal number of members selected by the Chief and The Union President. Such committee will study and make recommendations for changes in the uniforms.

#### ARTICLE IX COURT TIME

Any off-duty police officer, who attends court as a witness for the Commonwealth in a criminal case pending in a District Court, a Juvenile Court, or the Superior Court, as a witness in a civil case involving the City or the Commonwealth as a party, or who is summoned to a deposition, may be granted such compensatory time off as shall be equal to the time during which he/she was in attendance at such Court, but in no event shall less than three (3) hours of compensatory time off be granted him/her or, if such additional time off cannot be given because of personnel shortage or other causes, he/she shall be entitled to additional pay at the rate of one and one-half (1.5) times the officer's regular hourly rate for the time during which he was in attendance at such Court, but in no event shall he/she receive less than three (3) hours additional pay at the within described rate.

Any off-duty police officer who attends Court or a deposition as a witness, arising from his/her duties as a police officer, shall be entitled to additional pay at the rate of one and one-half (1.5) times the officer's regular hourly rate for the time during which he/she were in attendance at such Court, but in no event shall he/she receive less than three (3) hours additional pay at the within



described rate. Any off-duty police officer, who attends Court as a witness or is summoned to a deposition, arising from the performance of his/her duties as a Pittsfield police officer, for other than the City or the Commonwealth, shall be compensated as above.

**ARTICLE X**  
**HOLIDAYS**

The following shall be paid holidays for all members of the department:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Patriot's Day
Memorial Day	July 4th
Labor Day	Columbus Day
Armistice Day	Thanksgiving Day
Christmas Day	

Holiday pay shall be eight (8) hours pay at the regular hourly rate and shall be paid to each employee over his/her regular weekly salary, whether he/she worked the holiday, was on vacation, injury leave, sick leave supported by medical certification, or bereavement leave.

**ARTICLE XI**  
**MANAGEMENT RIGHTS**

The Union recognizes that the City retains the exclusive right to manage its affairs, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operation in an effective and efficient manner. The above shall not conflict with the specific Articles of this collective bargaining agreement.

**ARTICLE XII**  
**PARENTAL LEAVE**

The City agrees to grant an employee, subject to the Mayor's approval, under the Union an unpaid three (3) month leave of absence in accordance with the Parental Leave Act and the Family and Medical Leave act, to employees who shall have given at least two (2) weeks' notice to their department head of their anticipated date of departure and intention to return. Such employee may draw upon their accumulated sick leave, compensatory time, and/or vacation leave during that period of time. Any use of sick leave outside of this period of time and contiguous with the same must be accompanied by physician's certificate.

**ARTICLE XIII**  
**FUNERAL LEAVE**

All employees of the City shall receive their regular compensation during absence from work due to the death of a parent, grandparent, step-parent, husband, wife, child, grandchild, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-

in-law, and aunts or uncles, nieces, nephews by blood or by marriage, and step-parents of a present spouse. Such absence shall be limited to three (3) tours for death of any such relative (except for Aunts, Uncles, Nieces, or Nephews which shall be limited to two (2) tours) and it shall not be cumulative.

All employees shall receive one (1) additional tour of leave, as provided in the subsection above, for absence due to death of their spouse, child, or sole-surviving parent. The maximum leave allowed by this section shall be four (4) tours from the date of death of any such relative.

ARTICLE XIV  
PHYSICAL FITNESS (PT) TIME

All activity in the workout room by police officers shall be considered as private activity and shall not be considered as within the performance of a police officer's duty for the purpose of M.G.L. Chapter 41, 111F, or M.G.L. Chapter 258, and the City shall not bear any liability for any injury or damage to any persons, including police officers, or their property for activity conducted in the workout room, nor shall the City be required to pay any police officer for time in the workout room.

No police officer that is on injury duty status pursuant to M.G.L. Chapter 41, §111F, sick leave pursuant to Article XXIII, parental leave pursuant to Article XII, or on a special leave of absence, shall participate in any activities in the workout room.

Only active police officers shall participate in the activity in the workout room. The Union shall maintain, at its cost, the equipment in the workout room.

ARTICLE XV  
LAWS-RULES, ETC.

The parties agree to abide by the terms and conditions of M.G.L. Chapter 150E, §7(d). All officers shall conduct themselves consistent with the Pittsfield Police Department Rules and Regulations, Policies and Procedures, and Chief's Orders, as amended from time to time. Said Rules and Regulations, Policies and Procedures, and Chief's Orders will not conflict with the terms of this Agreement.

ARTICLE XVI  
HEALTH INSURANCE COVERAGE

The Health Insurance Memorandum of Agreement is attached to this Agreement.

ARTICLE XVII  
NIGHT DIFFERENTIAL

Members of the bargaining unit shall be paid an additional ten percent (10%) salary differential for actual services performed between the hours of 4:00 p.m. and 8:00 a.m. Those officers electing to work the 12:00 midnight to 8:00 a.m. shift only shall receive:

- With 5-10 years service, another 2% or a total of 12% differential.
- With 10-15 years service, another 3% or a total of 13 % differential.
- With 15-20 years service, another 4% or a total of 14% differential.
- With over 20 years service, another 5% or a total of 15% differential.

Those officers entitled to a night shift differential, by virtue of actual service performed, shall receive that differential while said employee is incapacitated under the provisions of MG.L. Chapter 41, § 111 F.

Those officers entitled to a night shift differential shall receive that differential while said employees are on vacation.

If a police officer is entitled, as part of his/her regular pay to a shift differential, this differential will be included in the officer's sick leave pay.

**ARTICLE XVIII**  
**CALL-IN PAY**

Employees who are called in to perform work or render services outside of their regular working hours shall, for each such occurrence, be paid a minimum sum equal to their compensation for four (4) hours at their regular rate of compensation. This minimum pay provision shall not apply to any work performed or services rendered immediately before or after the regular scheduled work of any employee, and without interruption or cessation except for meals.

**ARTICLE XIX**  
**EMPLOYEE EXPENSES**

A police officer who while on duty at the request of the City or its designee uses a private vehicle for police business shall be paid at the then applicable rate of the Internal Revenue Service as reimbursement for each mile traveled. In addition, he/she shall be paid upon proof of proper expenses, reimbursement for parking expenses and tolls, subject to receipts.

A police officer who while on duty at the request of the City or its designee is required to purchase meals shall be reimbursed for said meals within the following limits:

<u>BREAKFAST</u>	<u>LUNCH</u>	<u>DINNER (SUPPER)</u>
Up to, but no more than \$10.00	Up to, but no more than \$10.00	Up to, but no more than \$15.00

However, if a bargaining unit member is entitled to a full day of meal allowances, then he/she is eligible for reimbursement up to thirty-five dollars (\$35.00) (without receipts) for the day rather than the allowances for each specified meal set out above. Reimbursements besides meals are subject to receipts. Reimbursement shall be made within two (2) pay periods from submission to the City.

ARTICLE XX  
OVERTIME

If a police officer of the Police Department shall be required to be on duty for any period in excess of their regular hours of duty as from time to time established, they may be given, at the discretion of the Chief, time off equal to one and one-half (1.5) times the overtime duty performed or, they may be paid for such period of overtime duty at such an hourly rate as may be determined by the Mayor, which rate shall in no event be less than one and one-half (1.5) of the basic hourly rate of their regular compensation for their average weekly hours of regular duty. Compensatory time shall not accumulate beyond one hundred (100) hours; and must be taken in a minimum of one-hour blocks.

Allowance for securing compensatory time shall be 24 hour minimum notice with no requirement to secure with a vacation day.

Compensatory time granted may not be rescinded except in emergency conditions declared by the Chief of Police or their designee.

Upon reasonable notice to Administrative Services, the employee may convert compensatory time to wages. Said conversion shall be limited to twenty-four (24) hours per six (6)-month period of active duty.

Administrative Time shall not be subject to conversion into wages, except in the event of retirement or death.

OVERTIME EQUITY

The Police Chief or their designee shall make reasonably diligent efforts to distribute regular overtime in a fair and equitable manner within the work force. The method of distribution shall be established in the sole discretion of the Police Chief after consultation with the bargaining unit President. Nothing in this paragraph shall be construed to limit the Police Chief or their designee in the exercise of their management prerogative to assign officers according to the legitimate needs of the police department's mission.

OUTSIDE OVERTIME POLICE PAID DETAIL POLICY

The provisions of this agreement shall govern the assignment of outside paid police details to the employees covered by this agreement when such work is to be paid for by another city department, an outside individual, group, corporation, or organization.

- A. Such assignment shall be made by the department representative so assigned by the Chief of Police, or his/her designee, on a voluntary basis to off duty police officers and shall be distributed among the members of the bargaining unit as equitably as possible. The department shall maintain a record of all such assignments, which may be examined by the unit president or his/her designee at reasonable times and upon reasonable notice. This unit accepts the exercise of the reasonable discretion of the outside detail assignor with respect to details requested on short notice. A detail will be considered an emergency detail only if less

than eight (8) hours exists before the detail starts.

- B. All employees covered by this agreement shall, as in all other instances, comply with the orders of superior officers while performing such outside details, and shall be covered by the departmental rules and regulations.
- C. The rates will be set from time to time by both bargaining units upon majority vote. The current hourly rate for outside details will be \$55.00 per hour of which the City will receive \$5.00 per hour as an administrative fee, and the officer will receive \$50.00 per hour. Overtime rates will be billed at \$82.50 per hour of which the City will receive \$7.50 per hour as an administrative fee and the officer will receive \$75.00. This rate will remain in effect until a change is warranted and voted upon.
- D. Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at the applicable rate for construction related details and three (3) hours for all other details. A police officer who is present at a construction- related detail shall, after four (4) hours, be guaranteed a minimum of eight (8) hours at the applicable rate. Any time over eight (8) hours will be paid for the total hours worked. For any Pittsfield Public/Catholic elementary, middle, or high school related function, the minimum requirement of pay is three hours; four hours for a detail more than three hours; eight hours for a detail more than four hours. Any of the above mentioned schools shall pay straight time on all sport related security details which run less than eight hours. Time and one half shall be paid for any length of time over eight hours.
- E. Time and one half shall be paid for any hours worked under the following conditions: Saturdays, Sundays, and Holidays. If a Holiday falls on a Saturday or Sunday, the rate of pay remains at time and one half.
- F. A two hour notice is required for all cancellations. If an officer arrives on a detail site at the requested time and the vendor is not there, the officer will remain at the detail site for two hours before terminating the detail. If the Pittsfield Police Department does not receive proper notifications, the officer will be paid the minimum requirement (4 hours) of pay for the detail.
- G. While engaged in outside details, the City agrees to provide the officer with a walkie-talkie if the same is available to the police department.
- H. No employee shall be eligible to work on outside detail on a day such an employee is on sick leave or injured leave.
- I. Any outside details where liquor is served, depending on conditions, or environment, safety of the officer, or if the Chief of Police feels that working the detail may create a conflict, or for whatever reasonable reason the Chief may have, feels an officer of the Pittsfield Police Department should not work said detail, the Chief may refuse said detail.
- J. The outside detail will be managed by the department and under the authority of the Chief of Police, provided it is not in violation of any part of this agreement. Changes in this agreement

may be requested by either the Chief, his/her designee, or the Union. No changes shall be made until agreed upon by the parties to this agreement.

K. Construction Related, Traffic Control Details, or Security Details: Time and one half shall be paid for any hours worked under the following conditions: Saturdays, Sundays, and Holidays. If a Holiday falls on a Saturday or Sunday, the rate of pay remains at time and one half. Between 11 p.m. and 7 a.m. If work falls on a Holiday, Saturday, or Sunday, the rate of pay remains at time and one half.

L. A two hour notice is required for all cancellations. If an officer arrives on a detail site at the requested time and the vendor is not there, the officer will remain at the detail site for two hours before terminating the detail. If the Pittsfield Police Department does not receive proper notifications, the officer will be paid the minimum requirement (4 hours) of pay for the detail.

Any violations of this agreement shall be processed through the negotiated grievance procedure.

M. The maximum hours to be allowed worked over regular scheduled hours for the city of Pittsfield will be twenty-eight (28) hours per calendar week. This will include both City overtime and outside overtime combined. (Court time and emergencies excluded). This limit will not apply to vacation weeks.

N. Upon reason to suspect that fatigue or burn-out problems exist relating to overtime work, the department may:

- 1) Order an officer to the City physician at no expense to the officer.
- 2) Order the officer to participate and cooperate in a physical examination, with regard to fitness for duty.
- 3) Be guided by the City physician's opinion in regard to the officer's condition.
- 4) In the event that the City physician is not available, i.e., weekends and holidays, the department may remove an officer temporarily from the overtime list pending a physical examination not to exceed seven (7) calendar days.
- 5) If, in the opinion of the physician, the officer is unable to work both their regular hours and overtime, an officer may be removed from the outside overtime list for up to five (5) days to ensure that the officer is fit for their primary duty in re: fatigue or burn-out. Any officer removed will be referred to the Stress Unit.
- 6) If, in the opinion of the physician, the officer is able to work both their regular hours and overtime, the City shall compensate the officer the amount of overtime lost as a result of sub paragraph four (4) above.

O. This policy will not affect overtime orders by the department or overtime necessary in the

case of an emergency.

- P. This policy will not be used for disciplinary reasons. Disciplinary action will be addressed by other methods.
- Q. Bargaining unit members (“retiree”) who retire after December 1, 1997 are eligible for outside details provided:
- 1) The retiree pays for and passes an annual physical examination by a City appointed physician.
  - 2) Active bargaining unit members have been offered the detail in accordance with the foregoing provisions but have not accepted the detail.

If these conditions are met, retirees will be offered the detail before any other outside law enforcement officer.

The retiree shall bear the cost of the uniform the City designates. Retirees will not be permitted to carry weapons of any kind during an outside detail. The City may terminate a retiree’s entitlement to work outside details hereunder if the retiree engages in misconduct rendering him/her unsuitable for outside detail assignments. The City’s decision to terminate a retiree’s entitlement to work outside details hereunder for misconduct is not subject to the grievance procedure under this Agreement.

#### MUTUAL AID FOR OUTSIDE OVERTIME

The Mayor of the City of Pittsfield, the Chief of Police, and the Pittsfield Police Officers, IBPO 447 have made an agreement to allow for mutual aid with all Berkshire County towns, the Sherriff’s Department, and the Massachusetts State Police. The Pittsfield Police Officers will be permitted to work construction details in Berkshire County city and towns where mutual aid agreements are in effect between the City of Pittsfield and the other municipality. Likewise, Officers, Troopers and Sherrif’s Deputies will be permitted to work details in the City of Pittsfield as long as a mutual aid agreement is in effect.

Officers, Deputies, and Troopers may be permitted to work Special Event details on an event specific basis as decided by the Mayor of the City of Pittsfield, the Chief of Police, and the Pittsfield Police Officer, IBPO 447.

This mutual aid will be performed while working within the guidelines of this contract. As stated elsewhere in this agreement, the maximum hours to be allowed worked over regular scheduled hours for the City of Pittsfield will be twenty-eight (28) hours. Any hours worked shall be included as time worked beyond regular scheduled hours.

This agreement is made with the understanding that all outside overtime details being conducted in the City of Pittsfield requesting police officers be issued first to Pittsfield Police Officers. If there remain Pittsfield Police Officers requesting outside work after all Pittsfield details are full,

then and only then may officers be issued to other mutual aid entities upon request.

ARTICLE XXI  
SENIORITY

For the purposes of this contract the term “seniority” shall mean length of time in the rank or bureau in which a person is serving. Should it be necessary to demote an officer from a rank or bureau the time in the rank or bureau will be counted toward length of service in the lower rank.

For any Officer who transfers into the PPD, said Officer shall receive compensation in accordance with their years of service. Other seniority rights shall be credited in accordance with M.G.L. Chapter 31 and the Pittsfield Police Department.

ARTICLE XXII  
WORK SCHEDULE

Work schedule is four (4) on and two (2) off assigned by group that will commence at the beginning of new assignments each year. The days worked will be on a rotating basis to assure continuous coverage of all shifts.

The bargaining unit member shall work a tour of duty for four (4) consecutive days and then shall be off duty for two (2) consecutive days. The cycle shall repeat itself every six days.

The defined hours of administrative positions may be subject to change on an annual basis, and may be changed during the year provided that prior notice is given to the Union President.

ARTICLE XXIII  
ADMINISTRATIVE TIME

Effective July 1, 2017, those officers that work an administrative schedule (five on and two off) will earn administrative time. This time is equal to the difference in hours between officers working the four on and two off schedule. Currently, officers on the four on and two off schedule work an average of 37.5 hours per week, or 75 hours per pay period. Officers working an administrative schedule currently work 40 hours per week or 80 hours per pay period. Administrative time of 17 days per year will be granted to officers working an administrative schedule at the beginning of the calendar year, and must be used by the end of the year or it is forfeited.

ARTICLE XXIV  
SWAPS

- A. It is understood that no police officer may swap in order to work overtime for the City of Pittsfield.



- B. It is further understood that this agreement does not constitute the entire agreement on swaps, and both parties reserve the right to raise the issue during negotiations for a successor collective bargaining agreement.
- C. Swaps will be permitted provided the shift commander or designee will then enter the swap into the Captain's detail book. Swaps will not be unreasonably denied. Bargaining unit member(s) who engage in a swap are obligated to appear for work as if regularly scheduled.

The patrol shifts are as follows:

- Squad A: 0800 to 1600 hours
- Squad B: 1600 to 0000 hours
- Squad C: 0000 to 0800 hours

ARTICLE XXV  
SICK LEAVE & INJURY LEAVE

- A. The parties agree to abide by the provisions of M.G.L. Chapter 41, §111 F. An officer who is injured on duty and receiving pay under M.G.L. ch. 41 §111 F shall continue to accrue vacation time and sick time as though there were no break in service. However, no officer will be entitled to more than fifty-two (52) weeks of compensation in a calendar year (January 1 – December 31). Additionally, officers whose IOD status carries them over from one calendar year to the next will not be allowed to carry over any unused vacation time from the previous year.
- B. Any employee who is injured on duty and who is regularly assigned to a shift which is entitled to night shift differential shall continue to receive said differential while absent from work due to said injury.
- C. Disability of officers and employees not resulting from performance of duty: All employees of the Police Department shall continue to receive their regular compensation and benefits during the period of their absence from duty because of total disability resulting from personal injuries, sickness or illness and not arising out of and in the course of their employment. Compensation for such disability shall be accumulated at the rate of one (1) day for each three (3) weeks of service in the preceding twelve (12) months, but not more than fifteen (15) days in any calendar year and shall be credited on the first day of January. Holidays and any other day or days not included in the normal workweek shall not be included in the computation of the number of days allowed hereunder. The unused portion of any sick leave allowed hereunder may be accumulated without limit. In cases of undue hardship, department heads, at their discretion may allow an employee to use his/her accumulated sick leave prior to the January 1st crediting date. Employees shall be allowed to use three (3) sick days per year of their annual allotment of fifteen (15) days to care for the employee's immediate family members, i.e.: parent,

spouse, or child.

- D. Report of disability. No person shall be entitled to compensation under this provision for any period of disability unless such disability and the cause or reason therefore are reported forthwith to the department head or the office thereof. Any person who feigns sickness, injury or disability, or who makes false statements relative thereto, shall be subject to immediate suspension.
- E. Verification of disability. It shall be the duty of department heads to take or cause to be taken such reasonable steps as may be necessary to determine and verify the existence and cause of any disability for which compensation is claimed under the provisions of this chapter.
- F. Examination by City Physician. It shall be the duty of the City Physician, upon request of the Mayor or Department Head, to examine any person claiming compensation under this chapter for any period of disability, and to report the results of such examination to the Mayor or Department Head as frequently as requested during such period of disability. It shall also be the duty of the City Physician to report to the Mayor or Department Head requesting such examination when the total disability of the person examined terminates. This section shall not operate or be construed to entitle any disabled person to medical treatment or services by the City Physician unless such person shall otherwise be entitled thereto without regard to this section.
- G. The parties agree to abide by the provisions of City Code Chapter 16, Section 17(b) 9, but conversion shall be allowed at fifty percent (50%) of the rate of pay for a maximum of one hundred and forty (140) days. The designated beneficiary of any officer who dies in the line of duty shall be compensated for 100% accumulated sick leave.
- H. The compensation shall be paid no later than January of the following year. Upon compensation no days shall be accumulated. An employee may elect to accumulate unused days in lieu of compensation, but must elect one alternative only. No employee shall use accumulated days in lieu of the annual allotment.
- I. All Union members that receive a night differential shall receive the same differential in their sick leave pay.
- J. Employees shall be allowed to use three (3) sick days per year of their annual allotment of fifteen days (15) to care for the employee's immediate family members, i.e. parent, child, or spouse.

ARTICLE XXVI  
MODIFIED DUTY

- A. The intent of this policy is to provide a procedure and mechanism for identifying employees who, although unable to perform full duty, are capable of performing meaningful work within the scope of a police officer's function; assigning them

appropriate tasks and work schedule; monitoring their medical condition by a physician to determine whether limited duty should be ended or continue, either by a return to full duty or by termination of employment. The purpose is to allow injured employees the opportunity to contribute to the work and productivity of the department and, where possible, protect personal sick leave accumulation. This policy is not intended as a substitute for the provisions of M.G.L. Chapter 41, § 111F, but rather as an alternative to employees.

- B. This policy is implemented by agreement effective the date signed below between Local 447 and the City for a trial period ending June 30, 1997. The parties intend to review the experience of the trial period before it concludes to determine if the policy should continue and what modifications are necessary. If either party wishes to discontinue the policy, or if the parties are unable to agree on changes, the policy will be discontinued at the conclusion of the trial period.
- C. This policy shall apply to employees who have been injured on duty within the meaning of M.G.L. Chapter 41, § 111F, and employees who are on sick leave benefits for non-work related accident or injury.
- D. If an employee with a work-related injury declines to accept a modified-duty assignment, he/she will not, in the future, be eligible to participate while on non-work related sick leave.
- E. Injuries/illnesses sustained in the performance of duty shall be handled in accordance with M.G.L. Chapter 41, § 111F except as specified in this agreement.
- F. If, after missing forty (40) scheduled working tours, an officer out on injured on duty is unable to return to full duty, the Chief of Police, after review with the Union, may assign an officer who is recovering from a job-related sickness or injury to modified duty while the officer is awaiting medical clearance to return to regular duty, pending examination by the City physician and consultation amid agreement with the officer's attending physician.
- G. If the City physician and attending physician are unable to agree concerning the officer's ability to perform modified duty, the two shall select a third impartial physician, in the relative specialty area, from a list or panel of Massachusetts physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the parties hereto, upon which ever, such physician, at the City's expense, shall so examine the employee and render this opinion as aforesaid. Pending receipt of such advisory opinion and action of the city physician thereupon, the City shall not require the employee to return to 'full duty and shall continue to fully compensate him/her for lost time incident to any such absence.
- H. Each physician who administers an examination under this procedure shall be provided by the City with a detailed analysis of the physical requirements of the modified duty tasks specified herein below and shall be asked to make a determination of the fitness of

the examined officer to perform the specific physical requirements of each modified duty task. Each doctor's report shall specify which, if any, modified duty task the examined officer is not capable of performing. Each shall have access to all pertinent medical records.

- I. The determination of the third examining physician shall be binding on all parties. If indicated, such modified duty shall be effective immediately. If not indicated, the officer shall continue to be carried on injured on duty status. The City shall have 'the right to obtain full medical information and records pertaining to the subject injury for any employee on injured on duty status. The City may also request periodic reports from the employee's attending physician on the issue of continuing disability for duty and may, pursuant to M.G.L. Chapter 41 § 111F, require an examination at City expense by a City designated physician on the issue of continuing disability and/or fitness or return to duty. The examination shall be limited to the subject area of the disability claimed and, in any event, shall not occur more often than once every six (6) weeks.
- J. In the event the foregoing procedure results in a determination that modified duty is inappropriate, the City will be free to reinstate the procedure after a reasonable period of time or if it has reason to believe the physical condition of the officer has improved.
- K. In the event a police officer is assigned to modified duty, such duty shall not interfere with on-going medical treatment. During any period when modified duty is being performed, if the police officer loses work time and such loss is related to a line of duty injury, the lost time shall be charged to injured leave status and not sick time. Officers on modified duty shall be permitted to receive required medical treatment during assigned duty hours.
- L. Modified duty status shall cease when the officer is either capable of returning to full duty status or retires. Modified duty status shall continue throughout any appeal of an adverse medical panel and/or Retirement Board ruling.
- M. An officer injured while on an off-duty status shall be equally eligible for modified duty on a voluntary basis, subject to approval by the officer's attending physicians.
- N. Modified duty assignments shall not affect the shift assignments, or shift bid possibilities, of other members. Employees assigned to Modified Duty shall remain on his/her typical shift and group while on Modified Duty, provided that light duty exists on that particular shift. The exception will be for an individual assigned to the "C" shift who will have the choice between Squad "A" and Squad "B" assignment for the purposes of modified duty assignment, with accrual of all benefits pursuant to the same. Modified duty assignments are not of a permanent duration and shall continue no longer than one (1) year. Any officer performing modified duty shall receive the compensation received prior to injury (shift differential, special assignment, etc.). Until an officer's disability ends or one (1) year elapses, the officer cannot be removed from a modified duty assignment without the officer's consent, unless to be retired involuntarily through M.G.L. Chapter 32, § 16.
- O. A modified duty assignment may, by agreement between the Chief and Union, begin

prior to the normal forty (40)-hour waiting period.

- P. Benefits accruing to employees by law or contract shall not be diminished by virtue of modified duty status.
- Q. The city agrees that any employee who works less than a full week on modified duty shall be considered to be on injured on duty status for the lost time and shall be paid in accordance with M.G.L. Chapter 41 § 111F. if the officer is scheduled for modified duty and is absent from work because of a non-job related illness or injury, he/she shall be covered by the sick leave provisions of the agreement.
- R. It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require an officer to report for modified duty if there is no legitimate work available.
- S. Employees experiencing illness or injury in a non-duty status may volunteer to participate in the modified duty program subject equally to the conditions of this agreement.
- T. Modified duty assignments will be coordinated through the Chief's Office and assigned to an appropriate division based on assignment. The need for modified duty assignments will be determined by the Chief of Police, or his/her designee. The Chief shall make modified duty assignments to minimize public contact and in any event no employee shall be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the modified duty status. Employees on in modified duty shall not be required to wear a uniform.
- U. Modified duty assignments will only be made to non-operational functions. Personnel on modified duty shall not engage in the operation of marked police cruisers, or participate in enforcement or apprehension operations.
- V. Modified duty tasks shall include the following:
  - CAD data entry
  - Geo-base information gathering
  - Dispatching
  - Teletype operations
  - Training (non-physical)
  - General clerical work
  - Crime prevention
  - Property and evidence room assistance
  - Computer operations
- W. Other modified duty assignments as agreed upon by the Chief and Union. Disputes involving interpretation of this policy will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties. Once application for retirement is made, the employee shall return to his/her prior injured on duty or sick leave status. If the local retirement board denies the application, the employee shall return to modified duty only to fill the remainder of his/her one-year term.

(The one-year term shall not include that period of time his/her application for retirement was pending).

- X. Modified duty will be available to line officers and to supervisors. Supervisors assigned to modified duty may not perform operational supervisory tasks, but may perform collateral duties, or supervise other modified duty personnel in performing modified duty assignments.
- Y. Personnel assigned to modified duty may not work outside overtime. Personnel assigned to modified duty may be permitted to work department overtime if:
  - 1) filling the overtime vacancy is in the best interests of the department, as determined by the senior officer on duty
  - 2) the overtime opportunity/vacancy is within the officer's modified duty assignment or another modified duty assignment, and;
  - 3) the overtime is approved by the Chief of Police or a Division Commander.

## ARTICLE XXVII EDUCATIONAL INCENTIVE

Any employee, hired on or after March 1, 2015, participating in the Department's educational incentive will have earned their degree from a nationally recognized and accredited college or university. The determination of whether the degree conferring institution is nationally recognized and accredited shall be the database maintained by the United States Department of Education and maintained at:

<http://ope.ed.gov/accreditation/>

The employee's eligibility for participation in the educational incentive will be checked and either confirmed, or rejected upon completion of the employee's pre-employment background investigation. Participation will begin upon successful completion of the employee's Recruit Officer Class at the Police Academy.

The following degrees, disciplines, or courses of study will be eligible for participation in the educational incentive program:

### Associates Degree

Criminal Justice, Psychology, Sociology, Human Services, Liberal Arts

### Bachelor's Degree

Criminal Justice, Psychology, Sociology, Political Science, Communications, Engineering, Homeland Security, Emergency Management, Forensic Science, Computer Science

Master's or Law Degree

Criminal Justice, Public Administration, Public Policy, Business Administration, Organizational Leadership, Education, Juris Doctorate

\*\*\*At the request of the Union or the member, degrees or disciplines not listed above may be considered on a case by case basis. Approval of non-listed degrees requires written approval of the Chief of Police and Director of Personnel.

The Union agrees that the City can only support one educational incentive program. In the event that a court of jurisdiction rules that the City may be required to fully fund the so-called Quinn Bill incentive, prior to any City meeting action to eliminate the Quinn Bill, the Union acknowledges that the City will be limited in financial liability or to the extent of the difference of the amount paid to each eligible member for college incentive under the terms of the new incentive plan, adopted herein, and that of the full benefits outlined in the Quinn Bill.

No legal action will be taken against the City relating to the Quinn Bill. If a member of the organization does bring suit against the City relative to Quinn, the contract shall immediately be re-opened for the purpose of educational incentive and salary discussions.

Any current member of the bargaining unit that has been excluded from the Department's educational incentive program due exclusively to the Quinn Bill language of the prior agreement, will have their educational incentive status evaluated by the Administrative Commander. Any member determined to be eligible under this new agreement will be eligible for inclusion in the Educational Incentive Program, effective Sunday, April 3, 2016.

PAYMENTS SHALL BE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>CREDITS</u>	<u>PERCENT SALARY INCREASE</u>
10 Semester Hours	3 percent
25 Semester Hours	6 percent
40 Semester Hours	10 percent
Associates Degree	15 percent
Bachelor's Degree	20 percent
Masters or Law Degree	30 percent

The City of Pittsfield will fully reimburse any Officer up to \$1,000.00 per semester for tuition, fees, and associated expenses for successful completion of each semester enrolled in a criminal justice program.

ARTICLE XXVIII  
VACATIONS

On January 1<sup>st</sup> in each year, every member of the regular or permanent Police Force who has been such for at least six (6) months shall become entitled to a vacation of not less than two (2) weeks during such year, without loss of pay; provided that a member, who has not been such for a period of at least six (6) months on said January 1<sup>st</sup> shall be entitled to such vacation at such

time or times as in the opinion of the Chief will cause the least interference with the performance of the regular work of the department. M.G.L. Chapter 41, §111 shall not apply to the members of the regular permanent Police Force.

Members who have been on the Police Department for at least **five (5) years** shall be entitled to a vacation of **three (3) weeks**.

Members who have been on the Police Department for at least **ten (10) years** shall be entitled to a vacation of **four (4) weeks**.

Members who have been on the Police Department for at least **twenty (20) years** shall be entitled to a vacation of **five (5) weeks**.

Vacation shall be construed under the so-called Holyoke Rule. One (1) week of vacation equals seven (7) working days.

All calendar weeks shall be open for vacation selection. Selection shall be on a seniority basis; however, vacation bids for Christmas week shall be by lottery basis as has been the practice in the Department.

Three (3) officers per shift shall be allowed off on any given week on Squad A and Squad B. Two (2) officers per shift shall be allowed off on any given week on Squad C.

However, no more than one (1) officer per shift shall be allowed off for Special Services. Special Services shall be as follows:

- Detectives including fingerprinting and photographs
- Traffic
- Safety Officers
- 6:30 p.m. - 2:30 a.m. shift

The selection process shall be that each officer by seniority shall pick two (2) consecutive week intervals for the vacation period. After each officer selects one, two (2) consecutive week interval, then selection by seniority for additional vacation entitlement shall be as follows:

Officers shall be entitled to pick another two (2) consecutive week interval or single week according to seniority. Each officer, according to seniority, shall make such a selection and the cycle shall repeat itself according to seniority until all vacation has been picked.

In selecting vacations if a member is on a scheduled day off during a vacation week, another member shall be allowed to select a vacation day provided the maximum number of members allowed has not been reached for the particular day. These will be granted on a first-come, first-serve basis for each shift. Members may be granted vacation days over this limit at the Shift Commander's discretion.



After two (2) cycles of vacation picks, each member shall be allowed up to five single vacation days. Additional “loose” days remaining thereafter will be allowed as single vacation days.

Effective December 18, 2002, Traffic and K-9 officers will be included in the vacation selection process with the rest of the patrol division and will not be segregated to select only amongst themselves.

Vacation may be allowed in half-day increments at the discretion of the commanding officer. Said requests shall not be unreasonably denied.

With the exception of separate individual agreements between the City and the I.B.P.O., Local 447, as of June 24, 2003, prior service in any other police department shall not be included in the calculation of vacation time for any police officer employed by the City of Pittsfield.

Effective January 1, 2007, personal leave shall be credited on the first of each year. These twenty-four (24) hours shall annually be considered vacation time with all usage as previously practiced (see Personal Leave).

Benefit entitlements shall be calculated based upon a regular workday. For example, if an Officer regularly works 8.5 hours per day, the Vacation Entitlement for one day shall equal 8.5 hours.

#### ARTICLE XXIX SHIFT BIDDING

Members of the bargaining unit shall be entitled in December of each year to bid for a position on one of the particular shifts to take effect during the month of January each year. The numerical staffing of the particular shifts will be the prerogative of the Chief of Police on an annual basis. The bargaining unit members shall list in the order of their preference the shifts on the basis of their seniority.

Seniority shall be defined as follows: time in rank, time in bureau.

The placement on the shift shall be effective for a period of one (1) year. The Chief may involuntarily reassign, under emergency situations, bargaining unit members from one shift to another shift. However, before any such involuntary reassignments, the Chief shall post for volunteers for such transfer. If there are no such volunteers for such transfer, the Chief may make such reassignments on an inverse seniority basis. When making such an involuntary reassignment, the Chief shall notify, in writing, the employee and the Union of the reasons for the transfer. The reasons for the transfer shall be subject to the grievance procedure established above.

Such involuntary reassignments shall be reviewable by the Union and the Chief for every thirty (30) days of the reassignment to determine if the condition mandating the reassignment still exists.

Involuntary reassignments shall not be for vacation cover, sick time cover, military leave, or for in-service training. Further, such involuntary reassignments shall not be made solely for the purpose of avoiding the payment of overtime.

When the Chief determines that a change in the shift hours is necessary, whether voluntary or involuntary and whether during the annual shift bidding process or at any other time, the Chief, prior to implementation, shall meet and negotiate with the Union over the impact of such a change. The hours of any new shift shall be continuous for eight (8) hours and will include, but not be limited to, any reassignment to or reassignment from an administrative work schedule.

Newly hired officers are subject to the Field Training and Evaluation Program. This Program is a 5 ½ month period of training for new hires immediately following completion of the Police Academy.

All in-service training will occur 'on the officer's assigned shift, or on an overtime basis if outside the officer's assigned shift. In-service training is defined as follows: mandatory training as required by the Chief of Police, including but not limited to, training for CPR, firearms, defibrillators, attorney general matters, and Municipal Police Training Committee curricula selected by the Chief of Police.

Employees will be required to attend 8 hours of department training one (1) day every six (6) weeks. Hours are to be determined (hours limited to 6:00 a.m. to 8:00 p.m.), in lieu of a regular work day. Training shall be limited to 40 hours per member, per year. Remaining hours to be used for make-ups.

### ARTICLE XXX SPECIALIZED SERVICE

In the event of an opening or creation of a new position in Specialized Services, the following will occur:

- 1) The Chief will notify the Union President of the proposed opening and meet to discuss same.
- 2) The criteria for the opening will be explained.
- 3) The opening and criteria will be posted for fourteen (14) days. Any member may apply.
- 4) Seniority may be considered as a factor in the choice. The choice will be in the Chief's sole discretion.

#### SCHEDULE OF SPECIALIZED SERVICE:

- Police Safety Officer 14%
- Traffic Bureau Officer 10%
- Police Detective 10%
- Special Assignment 10%\*
- DARE Officer 10%

- Fingerprint Expert           7%
- Photo Expert                 7%
- Breathalyzer Expert        1 Step

\* Such assignment shall be for whatever period of time determined by the Chief of Police in his/her sole discretion and the Chief of Police shall be able to remove a unit member from such assignment at any time in his/her sole discretion and the additional compensation shall cease with the removal from the assignment.

ARTICLE XXXI  
UNION BUSINESS LEAVE

Members of the Union as may be elected or designated as delegates to represent the Union shall be granted leave from duty, with no loss of pay, under the following terms and conditions during the terms of this agreement:

- A. It is understood and agreed that although they may be paid for Union Business Leave, they are not to be considered as being within the scope of their employment while traveling to, attending or returning from any convention.
- B. The only conventions covered by this Article are those hereinafter listed and only the number of members listed below may receive the benefits of this clause and only for the time period listed below:

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS CONVENTION:  
FOUR (4) MEMBERS

- C. The Union shall select not more than four (4) Union stewards whose names shall be furnished to the Chief. Stewards and Union officers shall be granted reasonable time off if necessary during working hours to investigate and resolve grievances without loss of pay or other benefits. The above Stewards shall, however, obtain permission from the Chief or their commanding officer for the time referred to in the previous sentence.
- D. Members of the Union Negotiating Committee, not to exceed four (4), shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating directly or indirectly the terms of a contract with prior notice to the Chief of Police. Such leave to include contract mediation, fact-finding and arbitration while negotiation or impasse resolution procedures are in progress. For grievance arbitrations, the Union President or designee will attend without loss of pay.
- E. Up to four (4) elected officers of the Local, President, Vice President, Secretary and Treasurer, or a member of the Executive Board, shall be granted time off, without loss of pay, for meetings, educational conferences, seminars, and training directly

related to labor management relations and of their duties as exclusive bargaining representative. Maximum tours of duty allowed hereunder not to exceed a total of twelve (12) per calendar year, (as a combined total amount for all officers).

- F. The above Union Business Leaves are to be allowed if attendance does not interfere with the nominal operations of the Police Department.

ARTICLE XXXII  
PERSONAL LEAVE

As of January 1, each bargaining unit member will be granted twenty-four (24) hours of personal leave without loss of pay annually. This leave is in addition to other types of leave granted bargaining unit members by this Agreement. Personal leave may not be carried over from one calendar year to the next. Except for emergencies, personal leave shall be requested forty-eight (48) hours in advance and be used in increments of no less than four (4) hours. Vacation requests shall be given priority over non-emergency personal leave requests. Personal leave requests during Christmas week will be subject to the lottery system currently in effect. The use of personal leave shall not serve to increase the number of bargaining unit members granted time off on a holiday.

Personal leave requests will not be unreasonably denied except that staffing shortfalls and operational needs may be a proper basis for denial.

ARTICLE XXXIII  
RETIREMENT NOTICE

All members who give the City of Pittsfield a one-year advance notice of their retirement will be paid \$1,000.00 upon retirement.

ARTICLE XXXIV  
OPEN MANHOLE LANGUAGE

When an applicant for a street occupancy permit, road way excavation permit or application for permit applies for a permit and the presence of an outside police detail officer is required due to the location of the work, nature of the work, duration of the work and other circumstances which may affect traffic control or public necessity and convenience, such officer may be a condition on the granting of the permit.

When a hazardous traffic condition occurs relating to the aforementioned work, the Chief of Police or commanding officer of the watch may notify the Department of Public Works that the presence of an outside detail officer is recommended.

ARTICLE XXXV  
OUTSIDE EMPLOYMENT

Bargaining unit members may engage in outside employment that does not by its nature or scope conflict with his/her duties as a Pittsfield police officer. For purposes of this article, work that shall be deemed to conflict shall include, but not be limited to, any business or enterprise regulated by any licensing authority, commission or bureau of the City of Pittsfield.

Bargaining unit members who seek to engage in outside employment must subject a request to the Chief of Police who will approve or disapprove the request in accordance with the foregoing paragraph.

ARTICLE XXXVI  
DUTIES

A. CANINE DUTIES:

If the City requires canine duties in the future, said canine duties will be considered I.B.P.O., Local 447's bargaining unit work.

B. FRONT DESK DUTIES:

Except for the necessity for an outside officer, the City agrees to assign a member of I.B.P.O., Local 447 to the front desk area who would be responsible for the general administration of the front desk duties on the 8-4 and 4-12 shifts. The I.B.P.O., Local 447 and the City agree that there is no requirement for a front desk officer on the 1 2-8 shift. The following duties will be the primary responsibility of members of the I.B.P.O., Local 447, but not the exclusive responsibility. To that end, the City and the Union agree that the following duties may be performed by Emergency Telecommunications Dispatchers when required for the efficient operation of the department:

- 1) Prisoner Intake — which would include running BOP, QH, QR (if needed), Q2, Q5, WMS and locating any warrants on WMS, LEAPS or NCIC.
- 2) Entering information into the LEAPS/NCIC file — missing persons, stolen motor vehicles and stolen license plates, respond to YQ requests from other agencies within specified time limits, remove from LEAPS/NCIC any of the tasks performed, and maintain records of transactions.
- 3) Firearms Applications — including receiving and making appointments for the applications received on shift, ensure money order or check is received with the application, run required LEAPS/NCIC on the applicant which include BOP, QNP, Q2, Q5 and WMSI.
- 4) Outside Overtime — Members of the I.B.P.O., Local 447 shall be responsible for

obtaining and keeping all information for outside overtime requests and ensure that said requests are entered into the book marked “outside overtime”. The members of I.B.P.O., Local 447 shall also be responsible for making sure the officers working overtime are contacted. The member of the I.B.P.O., Local 447 may ask a dispatcher for assistance in accomplishment of task.

- 5) Restraining Orders — Members of the Police Department shall be responsible for receiving from the Plaintiffs newly issued protective orders and shall complete. Attempt of Service (tracking sheets) forms and mark them with “post its” with unit number for easy recognition by beat officers. Members of I.B.P.O., Local 447 shall also be responsible for coordinating for defendants in restraining order cases the picking up of their belongings in the presence of police. Emergency Telecommunications Dispatchers may be requested to assist in the process, if needed. The desk officer shall assign an officer for the removal of any of the defendant’s belongings.
- 6) Summons — Receive summonses from the Court Officer and ensure that summonses requiring “in hand” service have a tracking sheet attached and “post it” note with unit number for easy recognition by the beat officer.
- 7) WMS Updates — Collect the WMS updates for issued and recalled warrants by the Court, update C-Plims with the notifications and run WMS-7 one hour before the end of the shift to ensure all updates have been acted upon.
- 8) Front Window — Responsible for helping the citizens who come to the window. This includes taking information for CAD, helping them fill out miscellaneous reports or contacting the appropriate police officer to take statements.
- 9) Prisoner Watch — Monitor prisoners in the cellblock on the live monitor and checking on the prisoners by periodically walking into the cellblock to punch the time clock.
- 10) Sergeant — As a required part of their duties, the Sergeant is expected to be in the booking room during the booking process of a prisoner, whenever possible.

#### SEX OFFENDER REGISTRY BOOK DUTIES

The City shall ensure that the officer assigned to the sex offender registry book is properly trained. The sex offender registry book duties shall remain in the detective bureau. A job description shall be prepared containing the sex offender registry book duties. The duties associated with the sex offender registry book shall be primarily assigned to the detective bureau during the day shift. If the Chief decides to assign the duties of the sex offender registry book primarily to a shift other than the day shift, the Chief will consult with the Union prior to said change.

ARTICLE XXXVII  
ON-CALL

Detectives, Crime Scene Services, or any officer that is required to carry a beeper on weekends who is called in will receive call-in pay or appropriate overtime pay, and will not be entitled to the below described compensatory pay.

The City agrees to compensate on-call Detectives and Investigators for weekend coverage by providing four (4) hours of compensatory time per day if they are not called-in. If they are called in, the Officer would maintain the 4 hours of compensatory time and be paid for the hours they were on-duty. If called in, the Officer has the choice of taking either pay or compensatory time.

ARTICLE XXXVIII  
RE-OPENER

Within one hundred and eighty (180) days prior to the expiration of this contract, either party may re-open negotiations upon giving fifteen (15) days written notice to the other party specifying the time and place it desires to hold the first meeting for purposes of collective bargaining.

The City of Pittsfield and/or the Union may, at any time, reopen this contract if another school or municipal bargaining unit negotiates an overall economic package which involves retroactive pay that is not tied to health insurance. The economic packages that shall be examined are for the same period, i.e. July 1, 2019 through June 30, 2022.

ARTICLE XXXIX  
TERM

This contract shall commence on July 1, 2019 and expire on June 30, 2022.

ARTICLE XXXX  
IMPLEMENTED TERMS

The parties agree to incorporate the changes noted above in this agreement, all other existing Memorandums of Agreement, and all Side Letters into a comprehensive collective bargaining agreement.

IN WITNESS WHEREOF, the City of Pittsfield has caused this Agreement to be executed by its duly elected Mayor, and Local 447, International Brotherhood of Police Officers has caused this Agreement to be executed on its behalf by its duly elected President Officer.

FOR THE CITY OF PITTSFIELD:

By: Linda M. Tyer  
Mayor Linda M. Tyer

Dated: November 14, 2019

FOR THE I.B.P.O, LOCAL 447:

By: Shaun Gariepy  
Shaun Gariepy, President

Dated: 11/14/19



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CITY OF PITTSFIELD  
SALARY TABLES

P 1  
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CD POLICE PAT	01	POLICE PAT	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	20.8892	156.6690	1,566.69	40,733.94

07/01/2019	CD POLICE PAT	02	POLICE PAT	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	21.6781	162.5860	1,625.86	42,272.36

07/01/2019	CD POLICE PAT	03	POLICE PAT	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	22.4197	168.1480	1,681.48	43,718.48

07/01/2019	CD POLICE PAT	04	POLICE PATROL	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.2561	174.4210	1,744.21	45,349.46

07/01/2019	CD POLICE PAT	05	POLICE PAT	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	23.9658	179.7440	1,797.44	46,733.44
02	0.0000	24.1871	181.4030	1,814.03	47,164.78
03	0.0000	25.1960	188.9700	1,889.70	49,132.20
04	0.0000	25.3099	189.8240	1,898.24	49,354.24
05	0.0000	25.4401	190.8010	1,908.01	49,608.26
06	0.0000	25.6026	192.0200	1,920.20	49,925.20

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CITY OF PITTSFIELD  
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CD	POLICE PAT 06	POL DETECTIVES	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	23.0034	172.5260	1,725.26	44,856.76						
07/01/2019	CD	POLICE PAT 07	POL DET STEP 2	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	23.8462	178.8470	1,788.47	46,500.22						
07/01/2019	CD	POLICE PAT 08	POL DET STEP 3	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	24.6754	185.0660	1,850.66	48,117.16						
07/01/2019	CD	POLICE PAT 09	POL DET STEP 4	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	25.5814	191.8610	1,918.61	49,883.86						
07/01/2019	CD	POLICE PAT 10	POL DET STEP 5	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	26.3798	197.8490	1,978.49	51,440.74						
		02	0.0000	26.6053	199.5400	1,995.40	51,880.40						
		03	0.0000	27.7155	207.8660	2,078.66	54,045.16						
		04	0.0000	27.8410	208.8080	2,088.08	54,290.08						
		05	0.0000	27.9837	209.8780	2,098.78	54,568.28						
		06	0.0000	28.1626	211.2200	2,112.20	54,917.20						

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CITY OF PITTSFIELD  
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CD POLICE PAT	11	SAF OFF STEP 1	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	23.8239	178.6790	1,786.79	46,456.54						
07/01/2019	CD POLICE PAT	12	SAFE OFF STEP 2	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	24.7132	185.3490	1,853.49	48,190.74						
07/01/2019	CD POLICE PAT	13	SAF OFF STEP 3	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	25.5594	191.6960	1,916.96	49,840.96						
07/01/2019	CD POLICE PAT	14	SAF OFF STEP 4	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
		<u>STEP/LEVEL</u>	<u>PERCENT</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>PERIOD SALARY</u>	<u>ANNUAL SALARY</u>						
		00	0.0000	.0000	0.0000	0.00	0.00						
		01	0.0000	27.1057	203.2930	2,032.93	52,856.18						

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CITY OF PITTSFIELD  
SALARY TABLES

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EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CD POLICE PAT	15	SAF OFF STEP 5	H HOURLY	B BIWEEKLY	02	26.0000	7.50	75.00	10.00	1950.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	27.3265	204.9490	2,049.49	53,286.74
02	0.0000	27.5729	206.7970	2,067.97	53,767.22
03	0.0000	28.7235	215.4260	2,154.26	56,010.76
04	0.0000	28.8533	216.4000	2,164.00	56,264.00
05	0.0000	29.0018	217.5140	2,175.14	56,553.64
06	0.0000	29.1869	218.9020	2,189.02	56,914.52

\*\* END OF REPORT - Generated by Michael Taylor \*\*

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

WHEREAS, the City Council of the City of Pittsfield voted on May 15, 2008 to accept M.G.L. c. 32B, §19, as amended by Chapter 67 of the Acts of 2007, (Section 19); and

WHEREAS the City of Pittsfield (hereinafter referred to as “City”) and the duly-formed Public Employee Committee (hereinafter referred to as “PEC”) has agreed to continue obtaining its health insurance from the Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (hereinafter referred to as “MIIA/BCBSMA”); and

WHEREAS, the City and PEC have negotiated terms and conditions relevant to this continued coverage;

NOW, THEREFORE, the City and the PEC agree as follows:

***Effective Date and Duration of Agreement***

1. The Agreement shall take effect on the date the City and the PEC execute the Agreement and shall remain in effect through June 30, 2024.

***Health Insurance Benefit Changes***

2. Effective July 1, 2018, and through June 30, 2020, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v1 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit A.
3. Effective July 1, 2020, and through June 30, 2022, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v2 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit B.
4. Effective July 1, 2022, and through June 30, 2024, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v3 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit C.
5. Effective July 1, 2018, in addition to the Fiscal Year 2018 health insurance plans offered to members through MIIA/BCBSMA, the following additional plans will be offered: a Health Savings Account (“HSA”) qualified High Deductible Health Plan with a \$1,500.00 Individual and a \$3,000.00 Family Deductible and an Out of Pocket maximum of \$3,000.00 Individual/\$6,000.00 Family, including medical and prescription (RX), (HMO and PPO). The Plan Design for each of these High Deductible Plans is attached and made part of this Agreement as Exhibit D.

**MEMORANDUM OF AGREEMENT**

**HEALTH INSURANCE**

***HSA Contribution***

6. For the term of this Agreement, the City agrees to make an annual employer contribution of the plan deductible to an HSA for eligible and participating members, pursuant to the chart below. Any new hire who opts for the High Deductible Health Plan will get the same 6-year cycle of employer contributions beginning in the fiscal year they enter the plan.

<b>FY</b>	<b>HSA Employer Contribution</b>
19	100%
20	100%
21	75%
22	75%
23	50%
24	50%

7. All administrative costs for establishing and maintaining the HSA shall be provided by the City.
8. The PEC shall use up to 100% of its portion of the Healthcare Trust in FY 21-24 to supplement the Employer Contribution to the individual HSA from the percentage indicated above up to a maximum of 100% for individuals who are enrolled in a High Deductible plan in those years. The exact percentage shall be determined by the PEC each year this section is implemented.

***Contribution Splits***

***HMO, PPO, High Deductible Plans Splits***

9. For the duration of this Agreement, the City shall contribute the appropriate percent of the premium or cost for any HMO, PPO, or High Deductible plans offered by MIIA/BCBSMA as indicated in the chart below and the subscriber shall contribute remaining percent.

<b>FY</b>	<b>HMO</b>	<b>PPO</b>	<b>High Deductible</b>
19	83.5	83.5	85
20	82	82	85
21	82	82	85
22	81	81	85
23	81	81	85
24	80	80	85

If MIIA/BCBSMA offers any new or additional HMO, PPO, PPO-Type, and/or Indemnity plans during the life of this agreement, the same contribution rate shall apply.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***Medicare Enrollment and Retiree Plan Splits***

10. As soon practical, but no later than July 1, 2019, the City shall transfer all post-65 non-Medicare benefit eligible subscribers into Medicare Part A & B (a.k.a. Medicare buy-in) pursuant to applicable laws. The terms and conditions for reimbursement of Medicare fees and penalties, paid by the City, shall be subject of collective bargaining with the PEC. The agreed upon terms and conditions for reimbursement shall be added as an addendum to this agreement.
11. For the duration of this Agreement, the City shall contribute the eighty-five (85) percent of the premium cost for any plans offered by MIIA/BCBSMA and the subscriber shall contribute fifteen (15) percent as the pre-Medicare rate for the plan selected. If MIIA/BCBSMA offers any new or additional plans during the life of this agreement, the same contribution rate shall apply. The City does not contribute toward Medicare Part B coverage.

***Future Meetings of City and PEC***

12. The PEC shall be comprised of a representative of every collective bargaining unit who shall be appointed by the union President that negotiates with the City under M.G.L. c.150E, and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union representative and the retiree representative shall have the option of allowing one additional representative to attend meetings of the PEC and the City or their designee.
13. The parties shall establish a regular schedule of meetings to discuss the implementation of this Agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place quarterly, unless mutually agreed otherwise in writing. Meetings shall be held at times and places that are mutually agreed upon by the City and the PEC. In addition, either party may convene a meeting upon seven days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices shall be provided to the City and to the PEC in writing. The City may provide notice of a meeting or a series of meetings up to twelve months in advance of a meeting. Any employee who is a representative of the PEC shall receive time off to attend meetings between the PEC and the City with full pay and benefits.

***Wellness Committee***

14. The PEC shall designate representatives to serve on the City's Employee Wellness Committee to help make informed recommendations relative to focus wellness initiatives against general cost drivers and coordinate subscriber educational initiatives.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***Initial and Annual Accounting***

15. The City will provide an accounting of both the Healthcare Trust and any remaining funds in the Employee Mitigation Fund after final disbursements are made (September 1, 2018, see previous PEC agreement). At that time the parties shall jointly determine how said funds will be used.
16. The City will provide annual account statements of both the relevant costs incurred via MIAA/BSBSMA and the Healthcare Trust account balance to the PEC.

***Correspondence and Information***

17. The City shall make available to the PEC copies of any correspondence between the City, the GIC, MIAA/BCBSMA or between the City and any provider of health care on a quarterly basis. Likewise, the PEC shall make all like correspondence from any healthcare provider available to the City within the same timeframe. Correspondence or information protected by HIPPA will remain confidential.

***Health Insurance Coverage After June 30, 2024***

18. The parties agree to complete a thorough cost and benefit review of the health plans with recommendations for potential changes in carrier and/or coverage, as done in 2017. If appropriate, the parties agree to place the health plans out to bid, no later than December 1, 2023 for a July 1, 2024 effective date. The bid request shall be jointly developed by the City and the PEC commencing no later than September 1, 2023. Costs associated with the review and/or the RFP shall be absorbed by the City. The review and/or the RFP shall compare or be issued to not less than three health insurance carriers and shall additionally include a cost and benefit comparison to the GIC and a self-funding option, unless mutually agreed to by the parties.
19. The City or its designee and the PEC shall begin negotiations for a successor agreement pursuant to Section 19 no later than February 1, 2024. If the parties have not reached a successor agreement by April 1, 2024, the terms of this Agreement shall constitute the terms of the successor agreement except that all of the terms contained herein shall be modified to be consistent with a termination date of June 30, 2030.
20. In accordance with the provisions of the successor agreement, the City shall notify MIAA/BCBSMA no later than April 1, 2024, either that subscribers shall continue coverage through MIAA/BCBSMA effective July 1, 2024, the interval specified in the Agreement, or that the City is withdrawing its subscribers effective July 1, 2024.
21. The parties shall meet for the purposes of impact bargaining in the event any healthcare plans are modified as a result of the Patient Affordable Care Act or other changes to healthcare effectuated by the government. In addition, either party may require a re-opener of this Memorandum of Agreement by giving the other party to the Agreement, a seven (7) calendar day advance notice. After the notice is given the parties will meet within seven (7) days to discuss any suggested changes to this Agreement.



**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***Life and Dental Insurance***

22. After subscribers are transferred to MIIA/BCBSMA, the City shall offer life insurance and dental insurance to subscribers at the same terms and contribution splits as were provided to group insurance participants prior to transfer to MIIA/BCBSMA.

***Surviving Spouse Coverage***

23. The parties agree that a surviving spouse will pay the same amount as the employee and/or retiree for health coverage in the event the employee and/or retiree dies.

***Effect of Agreement***

24. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies, codes, or any collective bargaining agreements between the City, School Committee, and any unions representing City and/or School Committee employees.

***Cancellation***

25. In the event the City is delinquent in making payments as required by MIIA/BCBSMA and MIIA/BCBSMA notifies the City that it intends to exercise its option to cancel coverage pursuant to Section 19, the City shall immediately notify the PEC, present it a proposal for plans that are at least the actuarial equivalent of those offered by MIIA/BCBSMA, and engage in negotiations with the PEC for replacement coverage.

***Arbitration of Disputes***

26. Either party may submit a dispute between the parties concerning the interpretation or application of this Agreement to the American Arbitration Association for arbitration under its Labor Arbitration Rules. A request for arbitration by the PEC shall be in accordance with M.G.L. c. 32B, §19, as amended by Chapter 67 of the Acts of 2007, (Section 19).

***Savings Clause***

27. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

***Scope and Modification***

28. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only through a mutual agreement between the City and the PEC.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

Dated: April 6, 2018

For the City of Pittsfield:

Linda M. Ayes  
Chair, Pittsfield Public Employee Committee

Frank Sheen

For the Pittsfield Federation of School Employees, Local 1315:

Janet Am

For the Teamsters, Local 404:

Thomas E. Chelwood II

For the United Educators of Pittsfield:

David Guindan

For the Pittsfield Educational Administrators Association:


[Signature]

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

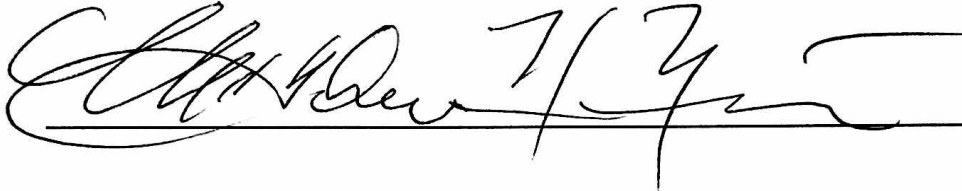
For the International Association of Firefighters:

  
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For the International Brotherhood of Police Officers, Local 447 Police:

  
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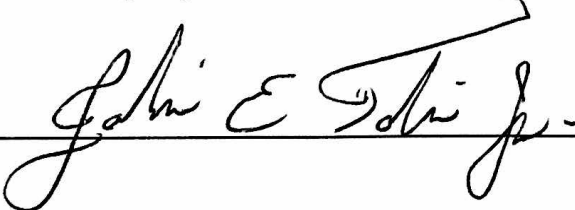
For the International Brotherhood of Police Officers, Local 4475 Superior Officers:

  
\_\_\_\_\_

For the Pittsfield Supervisory and Professional Employees Association:

  
\_\_\_\_\_

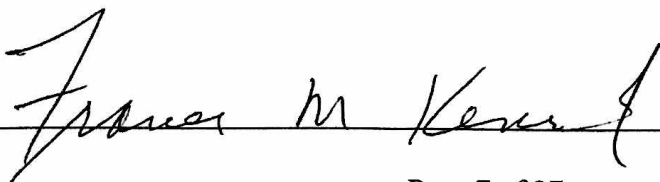
For the Emergency Telecommunication Dispatchers, I.U.E. CWA 81256:

  
\_\_\_\_\_

For the Berkshire Athenaeum Employees Association:

  
\_\_\_\_\_

For the Retired Employees of the City of Pittsfield:

  
\_\_\_\_\_

## Your Care

### Your Primary Care Provider.

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYNs: visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP's hospital or medical group. You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the chart on the opposite page for your cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Centerwill
- Brigham and Women's Centerwill
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center –Salem Campus
- North Shore Medical Center –Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for some benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$250 per member (or \$750 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care – Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your subscriber certificate for more information.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT A**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

**Your Medical Benefits**

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Hearing Benefits</b>	
Routine hearing exams	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits	
<ul style="list-style-type: none"> <li>• When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife</li> <li>• When performed by other network providers</li> </ul>	\$20 per visit, no deductible \$35 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Mental health and substance abuse treatment	\$15 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Home health care and hospice services	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**
Prosthetic devices	Nothing after deductible
Surgery and related anesthesia	
<ul style="list-style-type: none"> <li>• Office setting               <ul style="list-style-type: none"> <li>– When performed by your PCP, OB-GYN, nurse practitioner, or nurse midwife</li> <li>– When performed by other network providers</li> </ul> </li> <li>• Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible \$35 per visit,*** no deductible \$150 per admission after deductible
<b>Inpatient care (including maternity care)</b>	
<ul style="list-style-type: none"> <li>• In other general hospitals (as many days as medically necessary)</li> <li>• In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$300 per admission after deductible <sup>†</sup> \$700 per admission after deductible <sup>†</sup>
Mental hospital and substance abuse facility care (as many days as medically necessary)	\$200 per admission after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	Nothing after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

† This copayment applies to mental health admissions in a general hospital.

**EXHIBIT A**  
**Network Blue New England Deductible<sup>SM</sup>**  
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7/1/2018 – 6/30/2020

Prescription Drug Benefits	Your Cost*
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$25 for Tier 2 \$50 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$20 for Tier 1** \$50 for Tier 2 \$110 for Tier 3

\* Cost share waived for certain orally-administered anticancer drugs.

\*\* Cost share waived for birth control.

**Get the Most from Your Plan.**

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<p><b>Wellness Participation Program</b>  <b>Reimbursement for a membership at a health club or for fitness classes</b>  This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)</p> <p><b>Reimbursement for participation in a qualified weight loss program</b>  This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)</p>	<p>\$150 per calendar year per policy</p> <p>\$150 per calendar year per policy</p>
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com).

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Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders. Please note: Blue Cross and Blue Shield of Massachusetts, Inc., administers claims payment only and does not assume financial risk for claims.

## Your Choice

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductibles are \$250 per member (or \$750 per family) for in-network services and \$400 per member (or \$800 per family) for out-of-network services.

### When You Choose Preferred Providers.

The plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive inpatient services at or by "yrvice cost share hospitals.p See the chart on the back page for your cost share amounts. Please note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, youvid still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you. It is also important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your preferred provider refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call our Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

If you have not satisfied your deductible, your provider may ask you to pay the actual charge for your care at the time of your visit. After the plan-year deductible has been met, you pay 20 percent coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the providence actual billed charge (this is in addition to your deductible and/or your coinsurance).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your medical out-of-pocket maximum is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your prescription drug out-of-pocket maximum is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After your in-network deductible, you pay a \$100 copayment per visit for in-network or out-of-network emergency room services. The copayment is waived if you are admitted to the hospital or for an observation stay.

### Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT A**  
**Blue Care Elect Deductible** <sup>SM</sup>  
**MIA PPO Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

**Your Medical Benefits**

Plan Specifics		
<b>Plan-year deductible</b>	\$250 per member \$750 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Preventive Care</b>		
Well-child care exams, including routine tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year from age 3 through age 18</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Hearing Benefits</b>		
Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible and all charges beyond the benefit maximum
<b>Other Outpatient Care</b>		
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
Office visits <ul style="list-style-type: none"> <li>• When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>• When performed by other covered providers</li> </ul>	\$20 per visit, no deductible  \$35 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$15 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Surgery and related anesthesia <ul style="list-style-type: none"> <li>• Office setting <ul style="list-style-type: none"> <li>– When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>– When performed by other covered providers</li> </ul> </li> <li>• Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible  \$35 per visit,*** no deductible \$150 per admission after deductible	20% coinsurance after deductible  20% coinsurance after deductible 20% coinsurance after deductible



**EXHIBIT A**  
**Blue Care Elect Deductible<sup>SM</sup>**  
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7/1/2018 – 6/30/2020

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.  
\*\* In-network cost share waived for one breast pump per birth.  
\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient care (including maternity care)</b> s In other general hospitals (as many days as medically necessary) s In higher cost share hospitals (as many days as medically necessary)	\$300 per admission after deductible* \$700 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$200 per admission after deductible	20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	Nothing after deductible	20% coinsurance after deductible
<b>Prescription Drug Benefits**</b>		
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family	None
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1*** \$25 for Tier 2 \$50 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$20 for Tier 1*** \$50 for Tier 2 \$110 for Tier 3	Not covered

\* This cost share applies to mental health admissions in a general hospital.  
\*\* Cost share waived for certain orally-administered anticancer drugs.  
\*\*\* Cost share waived for birth control.

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<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Care

### Your Primary Care Provider.

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP. For a list of participating PCPs or OB/GYNs: visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP hospital or medical group. You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "t or by benefits. .eferral froSee the chart on opposite page for cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$300 per member (or \$900 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered medical services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate healthcare facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT B**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

**Your Medical Benefits**

Plan Specifics	
<b>Plan-year deductible</b>	\$300 per member \$900 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member \$5,000 per family
Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Hearing Care</b>	
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum
<b>Other Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Mental health and substance abuse treatment	\$20 per visit, no deductible
Office visits <ul style="list-style-type: none"> <li>• When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife</li> <li>• When performed by other network providers</li> </ul>	\$20 per visit, no deductible \$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Surgery and related anesthesia in an office <ul style="list-style-type: none"> <li>• When performed by your PCP or OB/GYN</li> <li>• When performed by other network providers</li> </ul>	\$20 per visit**, no deductible \$60 per visit**, no deductible
Diagnostic X-rays and other imaging tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible***
Prosthetic devices	Nothing after deductible
Home health care and hospice services	Nothing after deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$250 per admission after deductible
<b>Inpatient Care (including maternity care)</b>	
<ul style="list-style-type: none"> <li>• In other general hospitals (as many days as medically necessary)</li> <li>• In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible <sup>†</sup> \$1,500 per admission after deductible <sup>†</sup>
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

\*\*\* Cost share waived for one breast pump per birth.

† This copayment applies to mental health admissions in a general hospital.

**EXHIBIT B**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

Prescription Drug Benefits*	Your Cost
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$30 for Tier 2 \$65 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$25 for Tier 1** \$75 for Tier 2 \$165 for Tier 3

\* Cost share waived for certain orally-administered anticancer drugs.

\*\* Cost share waived for birth control.

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<p><b>Wellness Participation Program</b>  <b>Reimbursement for a membership at a health club or for fitness classes</b>  This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)</p> <p><b>Reimbursement for participation in a qualified weight loss program</b>  This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)</p>	<p>\$150 per calendar year per policy</p> <p>\$150 per calendar year per policy</p>
<p>Blue Care Line<sup>SM</sup>—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)</p>	<p>No additional charge</p>

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

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## Your Choice

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductibles are \$300 per member (or \$900 per family) for in-network services and \$400 per member (or \$800 per family) for out-of-network services.

### When You Choose Preferred Providers.

The plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive inpatient services at or by "yrvice cost share hospitals.p See the chart on the back page for your cost share amounts. Please note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, youvid still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you. It is also important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your preferred provider refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Childrenl Centerwil
- Brigham and WomenCenterwill
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call our Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

If you have not satisfied your deductible, your provider may ask you to pay the actual charge for your care at the time of your visit. After the plan-year deductible has been met, you pay 20 percent coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the providence actual billed charge (this is in addition to your deductible and/or your coinsurance).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your medical out-of-pocket maximum is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your prescription drug out-of-pocket maximum is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After your in-network deductible, you pay a \$100 copayment per visit for in-network or out-of-network emergency room services. The copayment is waived if you are admitted to the hospital or for an observation stay.

### Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT B**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

**Your Medical Benefits**

Plan Specifics		
<b>Plan-year deductible</b>	\$300 per member \$900 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Preventive Care</b>		
Well-child care exams, including routine tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year from age 3 through age 18</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Hearing Care</b>		
Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible
<b>Other Outpatient Care</b>		
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
Office visits <ul style="list-style-type: none"> <li>• When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>• When performed by other covered providers</li> </ul>	\$20 per visit, no deductible  \$60 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$20 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Surgery and related anesthesia <ul style="list-style-type: none"> <li>• Office setting <ul style="list-style-type: none"> <li>– When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>– When performed by other covered providers</li> </ul> </li> <li>• Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible  \$60 per visit,*** no deductible \$250 per admission after deductible	20% coinsurance after deductible  20% coinsurance after deductible 20% coinsurance after deductible

**EXHIBIT B**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.2**

7/1/2020 – 6/30/2022

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* In-network cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient care (including maternity care)</b>		
<ul style="list-style-type: none"> <li>General hospital care (as many days as medically necessary)</li> <li>In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible* \$1,500 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible	20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drug Benefits**</b>		
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family	None
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 for Tier 1*** \$30 for Tier 2 \$65 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 for Tier 1*** \$75 for Tier 2 \$165 for Tier 3	Not covered

\* This cost share applies to mental health admissions in a general hospital.

\*\* Cost share waived for certain orally-administered anticancer drugs.

\*\*\* Cost share waived for birth control.

**Get the Most from Your Plan.**

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

## Your Care

### Your Primary Care Provider (PCP)

When you enroll in Network Blue New England, you must choose a primary care provider. Be sure to choose a PCP who can accept you and your family members and who participates in the network of providers in New England. For children, you may choose a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYN physicians, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

If you have trouble choosing a doctor, the Physician Selection Service can help. They can give you the doctor's gender, the medical school she or he attended, and whether there are languages other than English spoken in the office.

### Referrals

Your PCP is the first person you call when you need routine or sick care. If your PCP decides that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is likely affiliated with your PCP's hospital or medical group.

You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield of Massachusetts regarding referrals and Utilization Review Requirements, including Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. For detailed information about Utilization Review, see your benefit description.

### Your Cost Share

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the chart for your cost share.

Note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals

Your cost share will be higher at the hospitals listed below. Blue Cross Blue Shield of Massachusetts will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- UMass Memorial Medical Center

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

Note: Some of the general hospitals listed above may have facilities in more than one location. At certain locations, the lowest cost sharing level may apply.

### Your Deductible

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your deductible is \$500 per member (or \$1,000 per family). Your deductible for prescription drugs is \$100 per member (or \$200 per family).

### Your Out-of-Pocket Maximum

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After meeting your deductible, you pay a copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay. See the chart for your cost share.

### Telehealth Services

You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

### Service Area

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area

If you're traveling outside the service area and you need urgent or emergency care, you should go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. See your benefit description for more information.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.



**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

## Your Medical Benefits

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by: <ul style="list-style-type: none"> <li>• Your PCP, OB/GYN physician, network nurse practitioner or nurse midwife</li> <li>• Other network providers</li> </ul>	\$20 per visit, no deductible \$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit, no deductible
Mental health or substance abuse treatment	\$10 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Home health care and hospice services	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**
Prosthetic devices	Nothing after deductible
Surgery and related anesthesia in an office, when performed by: <ul style="list-style-type: none"> <li>• Your PCP or OB/GYN physician</li> <li>• Other network providers</li> </ul>	\$20 per visit***, no deductible \$60 per visit***, no deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$250 per admission after deductible
<b>Inpatient Care (including maternity care) in:</b>	
<ul style="list-style-type: none"> <li>• Other general hospitals (as many days as medically necessary)</li> <li>• Higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible <sup>†</sup> \$1,500 per admission after deductible <sup>†</sup>
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

† This cost share applies to mental health admissions in a general hospital.

**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

Prescription Drug Benefits*	Your Cost**
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 after deductible for Tier 1 \$30 after deductible for Tier 2 \$65 after deductible for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 after deductible for Tier 1 \$75 after deductible for Tier 2 \$165 after deductible for Tier 3

\* Tier 1 generally refers to generic drugs; Tier 2 generally refers to preferred brand-name drugs; Tier 3 refers to non-preferred drugs.  
\*\* Cost share may be waived for certain covered drugs and supplies.

**Get the Most from Your Plan**

Visit us at [www.bluecrossma.com](http://www.bluecrossma.com) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs available to you, like those listed below.

<p><b>Wellness Participation Program</b>  <b>Reimbursement for a membership at a health club or for fitness classes</b>  This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)</p> <p><b>Reimbursement for participation in a qualified weight loss program</b>  This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)</p>	<p>\$150 per calendar year per policy</p> <p>\$150 per calendar year per policy</p>
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions?**

For questions about Blue Cross Blue Shield of Massachusetts, call 1-800-782-3675, or visit us online at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from us via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Choice

### Your Deductible

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your deductible is \$500 per member (or \$1,000 per family) for in-network services and \$500 per member (or \$1,000 per family) for out-of-network services. Your deductible for prescription drugs is \$100 per member (or \$200 per family).

### When You Choose Preferred Providers

You receive the highest level of benefits under your health care plan when you obtain covered services from preferred providers. These are called your best level of benefits.

This plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive certain inpatient services at or by “higher cost share hospitals.” See the charts for your cost share.

Note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, your services (such as a specialist), make sure the provider is a preferred provider at or by “higher cost share hospitals.” See the charts for your cost share.

Your cost will be greater when you receive certain inpatient services at or by the higher cost share hospitals listed below, even if your preferred provider refers you.

### Higher Cost Share Hospitals

Your cost share will be higher at the hospitals listed below. Blue Cross Blue Shield of Massachusetts will let you know if this list changes.

- Baystate Medical Center
- Boston Children’s Hospital
- Brigham and Women’s Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- UMass Memorial Medical Center

Note: Some of the general hospitals listed above may have facilities in more than one location. At certain locations, the lowest cost sharing level may apply.

### How to Find a Preferred Provider

There are a few ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call the Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

You can also obtain covered services from non-preferred providers, but your out-of-pocket costs are higher. These are called your “non-preferred providers,” but your out-of-pocket costs are higher. Your network benefits are based on the Blue Cross Blue Shield allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the provider’s actual billed charge (this is in addition to your deductible and/or your coinsurance). See the charts for your cost share.

### Your Out-of-Pocket Maximum

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After meeting your deductible, you pay a copayment per visit for in-network or out-of-network emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay. See the chart for your cost share.

### Telehealth Services

You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

### Utilization Review Requirements

You must follow the requirements of Utilization Review, including Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. For detailed information about Utilization Review, see your benefit description. If you need non-emergency or non-maternity hospitalization, you, or someone on your behalf, must call the number on your ID card for pre-approval. If you do not notify Blue Cross Blue Shield of Massachusetts and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT C**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

**Your Medical Benefits**

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Preventive Care</b> Well-child care exams, including related tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year age 3 and older</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible	20% coinsurance after deductible and all charges beyond the maximum
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by: <ul style="list-style-type: none"> <li>• Family or general practitioner, internist, OB/GYN physician, geriatric specialist, licensed dietitian nutritionist, optometrist, pediatrician, nurse practitioner, nurse midwife, physician assistant</li> <li>• Other covered providers</li> </ul>	\$20 per visit, no deductible  \$60 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$10 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible

**EXHIBIT C**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.3**

7/1/2022 – 6/30/2024

Surgery and related anesthesia in an office, when performed by: <ul style="list-style-type: none"> <li>Family or general practitioner, internist, OB/GYN physician, geriatric specialist, pediatrician, nurse practitioner, nurse midwife, physician assistant</li> <li>Other covered providers</li> </ul>	\$20 per visit***, no deductible	20% coinsurance after deductible
	\$60 per visit***, no deductible	20% coinsurance after deductible
Ambulatory surgical facility, hospital, or surgical day care unit	\$250 per admission after deductible	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient Care (including maternity care)</b> <ul style="list-style-type: none"> <li>In other general hospitals (as many days as medically necessary)</li> <li>In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible* \$1,500 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drug Benefits**</b> At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 after deductible for Tier 1 \$30 after deductible for Tier 2 \$65 after deductible for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 after deductible for Tier 1 \$75 after deductible for Tier 2 \$165 after deductible for Tier 3	Not covered

\* This cost share also applies to mental health admissions in a general hospital.

\*\* Cost share may be waived for certain covered drugs and supplies.

### Get the Most from Your Plan

Visit us at [www.bluecrossma.com](http://www.bluecrossma.com) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs available to you, like those listed below.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

### Questions?

For questions about Blue Cross Blue Shield of Massachusetts, call 1-800-782-3675, or visit us online at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from us via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

**EXHIBIT D****MIIA HMO High Deductible Health Plan**

7/1/2018 – 6/30/2024

BENEFIT	MIIA HMO HIGH DEDUCTIBLE HEALTH PLAN
Deductible	\$1,500 / \$3,000 (member / family)
Out of Pocket Maximum	Medical and Prescription Services: \$3,000 Individual / \$6,000 family
Preventive Care Visit	\$0
PCP Office Visit	Covered in full after deductible
Specialist Office Visit	Covered in full after deductible
Emergency Room	Covered in full after deductible
Inpatient Hospital Admission	Covered in full after deductible
Ambulatory Day/Outpatient Surgical Day	Covered in full after deductible
Diagnostic X-rays and Lab Tests, excluding MRI's, CT and PET Scans and Nuclear Imaging	Covered in full after deductible
CT and PET Scans and Nuclear Imaging	Covered in full after deductible
Short-Term Physical and Occupational Therapy	Covered in full after deductible (up to 100 visits per CY)
Skilled Nursing Facility Care	Covered in full after deductible (up to 100 days per CY)
Speech Therapy	Covered in full after deductible
Home Health and Hospice Care	Covered in full after deductible
Durable Medical Equipment	Covered in full after deductible
Chiropractic Services	Covered in full after deductible
Routine Vision Exam	Covered in full after deductible (one visit every 24 months)
Prescription Drug Deductible (\$100 / \$200) (applies to retail and mail) - Retail RX (up to 30-day supply) - Mail Order Drug RX (up to 90-day supply)	applies to retail and mail \$10/30/65 after deductible \$25/75/165 after deductible

**EXHIBIT D**

**MIIA PPO High Deductible Health Plan**

7/1/2018 – 6/30/2024

BENEFIT	MIIA PPO HIGH DEDUCTIBLE HEALTH PLAN	MIIA PPO HIGH DEDUCTIBLE HEALTH PLAN
Network	In-Network	Out-Of-Network
Deductible	\$1500 / \$3000 (Member / Family) *	\$1500 / \$3000 (Member / Family) *
Out of Pocket Maximum	Medical and Prescription Services: \$3000 Individual / \$6000 Family	Medical Services: Combined In and Out
Preventive Care Visit	\$0	20% coinsurance after deductible
PCP Office Visit	Covered in full after deductible	20% coinsurance after deductible
Specialist Office Visit	Covered in full after deductible	20% coinsurance after deductible
Emergency Room	Covered in full after deductible	Covered In full after deductible
Inpatient Hospital Admission	Covered in full after deductible	20% coinsurance after deductible
Ambulatory Day/Outpatient Surgical Day	Covered in full after deductible	20% coinsurance after deductible
Diagnostic X-rays and Lab Tests, excluding MRI's, CT and PET Scans and Nuclear Imaging	Covered in full after deductible	20% coinsurance after deductible
MRI, CT and PET scans and Nuclear Imaging	Covered in full after deductible	20% coinsurance after deductible
Short-Term Physical and Occupational Therapy	Covered in full after deductible (up to 100 visits per CY)	20% coinsurance after deductible
Skilled Nursing Facility Care	Covered in full after deductible (up to 100 visits per CY)	20% coinsurance after deductible
Speech Therapy	Covered in full after deductible	20% coinsurance after deductible
Home Health and Hospice Care	Covered in full after deductible	20% coinsurance after deductible
Durable Medical Equipment	Covered in full after deductible	20% coinsurance after deductible
Chiropractic Services	Covered in full after deductible	20% coinsurance after deductible
Routine Vision Exam	Covered in full after deductible (one visit every 24 months)	20% coinsurance after deductible
Prescription Drug		
Deductible (\$100 / \$200) (applies to retail and mail)	applies to retail and mail	applies to retail and mail
- Retail RX (up to 30-day supply)	\$10/30/65 after deductible	\$20/60/130 after deductible
- Mail Order Drug RX (up to 90-day supply)	\$25/75/165 after deductible	not covered