

AGREEMENT

BETWEEN

THE CITY OF GROTON

AND

GROTON WHITE COLLAR
ASSOCIATION CHAPTER 91, CSEA, INC.

JULY 1, 2023 - JUNE 30, 2026

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PREAMBLE

This Agreement is entered into by the City of Groton, hereinafter referred to as the "City", or "Employer" and CSEA, Inc., Chapter 91, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

Section 1.1. The City of Groton recognizes the Union, CSEA, Inc., as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for the CSEA, Inc. White Collar Association, Chapter 91, occupying the positions of Administrative Assistant, Building and Zoning, Finance Assistant, Payroll Accountant, Administrative Assistant, Public Works, Utilities Accountant, Purchasing Agent, Senior Accountant, and Administrative Assistant, Parks and Recreation, excluding all others, unless otherwise subsequently modified and agreed to, in writing, by the parties.

ARTICLE 2 AGENCY FEE/UNION SECURITY

Section 2.1. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

Section 2.2. Union dues, as properly authorized and uniformly required, shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer, an authorization form. The Employer shall honor employee authorizations including those created or adopted by the Union for deductions in electronic form. Additionally, the Employer shall honor authorizations in any form that satisfies the requirement of Sections 1-266 to 1-286, inclusive of the Connecticut General Statutes as defined in the Application of Agreement. The amount of said deduction shall be certified to the Employer by the Union at least thirty (30) days prior to implementation. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 2.3. Upon notification by the Union of an Employee's authorization for political action contributions, the City shall, pursuant to such authorization, deduct from the wages due said Employee each pay period or on such schedule as is described in the authorization and remit same to CSEA PAC. Such authorization may be revoked by written request to the Union. The Union agrees to indemnify and hold harmless the Employer in matters arising out of the Employer's compliance with this provision.

Section 2.4. Any employee who is paying dues may stop making these payments by giving written notice to both the City and the Union. The City will honor check off authorization unless written notice is provided and forwarded to the Union.

Section 2.5. The City will submit bargaining unit information in the format of an excel spreadsheet to the Union via an electronic mail address provided by the Union each month. The Union may designate a secure upload site for such submissions in place of electronic mail. The spread sheet will contain the following information for all bargaining unit members: last name, first name, middle initial, hire date, rate of pay, total hours worked in the reporting period, dues paid, PAC paid, employment status, scheduled hours, Employee ID, job title, shift, worksite, home address, home phone and cell phone, and email address (if available). If dues were not deducted for a member, an explanation should appear in place of the deduction (e.g. New Hire, L.O.A., termination, no record of dues authorization, etc.).

Section 2.6 Upon receipt of membership list submitted by the Union, the City agrees to verify within ten (10) days via electronic notification the City's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The City shall identify any discrepancies between the membership list and its records.

Section 2.7 The City and/or Pension Fund shall provide the Union with a monthly report identifying and listing employees who make application for or give notice to the employer of retirement. The listing shall contain, to the extent practicable, the name, home address, home phone number, cellphone number, email address, date of retirement, and initial date of hire.

Section 2.8. The Union shall defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability, including all legal fees and costs, that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any list, notice or assignment finished under any such provisions.

ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATION

Section 3.1. The members of the Union's bargaining committee, not to exceed two (2), who are scheduled to work regular employment during the collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the City, or its agents or representatives, and the Union held for the purpose of negotiating the terms of the contract or any supplement thereto.

Section 3.2. The President or Vice President and not more than one (1) employee involved in any grievance shall be granted leave of absence without loss of pay for the time required to participate in any grievance step described in this Agreement or in any arbitration proceedings consequent hereto. Pay for purpose of this Section shall not include pay from nonprofit organizations, work for the school department, contract jobs, or any other jobs where the City is to be reimbursed for such pay.

Section 3.3. Members of the Union shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided: (1) the total

leave for the bargaining unit shall not exceed two (2) days; (2) requests to take leave must be submitted to the Department Head, and then HR Director for tracking; (3) leave shall be granted as consistent with the operational needs of the Department; (4) leave is not cumulative from year to year; and (5) leave must be taken in one (1) day increments.

Section 3.4 The Employer shall provide the Union, Chapter President and CSEA, with electronic notification of the name, job title, department, work location, home and cell phone numbers, home address, and personal and work e-mail addresses (if available) of any newly hired employee within seven (7) days of the date of hire and notice of anticipated start date.

Section 3.5 The Employer shall provide a bulletin board for the posting of Union notices that is in a common area that all Union members shall have access to in each work location.

Section 3.6 The City shall notify the Union of any written request for information about the entirety of the bargaining unit from a third party, within ten (10) days. The Union has fourteen (14) days to respond to the City before the information is released. This section is not subject to the grievance process.

Section 3.7 City will allow new hires time during the orientation process to meet with the Union president or designee.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City had prior to this time unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The City's rights, power and authority include, but are not limited to, the right to manage its operation, direct, select decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff, the right to make all plans and decisions on all matters involving its operations, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change performance standards and quality standards, determine the qualifications of employees; regulate quality and quantity of performance and to administer the City's business efficiently.

During an emergency, the City shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE 5 HOLIDAYS

Section 5.1. The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
President's Day	Indigenous People's Day
Good Friday	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Juneteenth	Employee's Birthday

Section 5.2. Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday will be celebrated on the following Monday.

Section 5.3. Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall not be charged sick leave for that day.

Section 5.4. Whenever any of these holidays shall occur while an employee is on regular vacation, the employee shall not be charged vacation for that day.

Section 5.5. Any other holiday or day of mourning declared by the Mayor or his/her designee, and celebrated by other City employees in the form of time off with pay, shall be granted to the members of this bargaining unit. A holiday shall mean a day in which the usual City business is suspended for the commemoration of some event or person.

Section 5.6. Payments for holidays shall be included in a paycheck for the pay period in which the holiday occurs.

ARTICLE 6 SENIORITY/PROBATIONARY PERIOD

Section 6.1. The City Human Resources Department shall prepare a list of full-time employees showing their seniority in length of service with the City and deliver the same to the Union on or before January 5th of each year. Upon completion of their probationary period, new employees shall be added to this list. The accuracy of said list shall be final and binding unless a grievance is filed within five (5) working days following said deliverance to the Union.

Section 6.2. Probationary Period

- a. New employees shall remain probationary until after successful completion of one-hundred eighty (180) days of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period and their employment may be terminated without hearing at any time during the probationary period at the sole discretion

of the City. New employees, or the Union on their behalf, shall not have any rights to grieve and/or arbitrate a termination or return to position that occurs during this probationary period. All probationary employees are at-will employees.

- b. Employees shall earn sick leave during their probationary period, but shall not be allowed to take said days until they have been employed a minimum of six (6) months.
- c. The salary rate for new hires shall be the probationary rate. The employee will advance to Step 1 upon attaining the first year anniversary date of his/her employment. The City shall have the right, but not the obligation, to hire an employee at a pay grade higher than the probationary rate for the classification. Thereafter, every twelve (12) months, said employee shall advance to the next pay grade for his/her classification.
- d. An employee will advance to Step 2 upon attaining the second year anniversary date of his/her employment.
- e. An employee will advance to Step 3 upon attaining the third year anniversary date of his/her employment.
- f. An employee will advance to Step 4 upon attaining the fourth year anniversary date of his/her employment.
- g. An employee will advance to Step 5 upon attaining the fifth year anniversary date of his/her employment.

Section 6.3. Promotional Appointments

Promotional appointments are for a probationary period of ninety (90) calendar days during which time an employee shall demonstrate ability to perform the position in a proficient manner. In the event of unsatisfactory performance, or at employee's request, within the ninety (90) calendar day probationary period, an employee shall be returned to the position and pay rate formerly occupied.

Section 6.4. Vacancies

~~When a vacancy exists or a new position is created, it shall be posted via electronic mail to the~~ Union by the Human Resources Department for a period of five (5) working days. The employee with the highest seniority from within the Union will be given the first opportunity to fill the position provided he/she is qualified and has the ability to perform the work. If he/she refuses, the position shall be offered to the next senior person who is qualified and has the ability to perform the work. Qualifications for the positions shall be determined solely by the City.

If no Union member is qualified or has the ability to perform the work, the Human Resources Department will post the position outside the bargaining unit.

Employees will not be permitted a voluntary lateral or demotion transfer more than once in a twelve (12) month period unless such transfer is deemed to be in the City's best interest by the Mayor or his/her designee.

Employees requesting consideration and who were not selected for assignment in accordance with the provisions of this Agreement may appeal the action through the grievance process.

Section 6.5. The person appointed to the vacancy or new position and the Union President shall be notified, in writing, of the appointment by the Human Resources Department.

Section 6.6. Length of Service

An employee's length of service shall be lost and employment terminated if any of the following occur:

- Discharge;
- Voluntary resignation;
- Failure to return promptly upon expiration of an authorized leave;
- Absence for two (2) consecutive working days without leave or notice;
- Engaging in any other employment during a period of leave; or
- Layoff for longer than twelve (12) consecutive months

Section 6.7. The seniority rights of the Union President, Vice President, Secretary, Treasurer, Executive Committee, and Union representatives shall be exactly the same as the seniority rights of all other employees.

Section 6.8 If the City establishes a new job classification, or substantially modifies a job classification currently covered by this agreement, the City will negotiate with the Union over the rate of pay applicable to such job classification. Said rate of pay shall be consistent with and comparable to rates of pay for existing job classifications. Nothing herein shall prohibit the City from establishing or filling such job classifications or from implementing such additions or modifications pending negotiations with the Union. Before implementation of any job combination or substantial modification of existing job description, the City shall give the Union and the Employees impacted by the change(s) at least fifteen (15) calendar days prior notice.

If the Union and the City fail to agree on an appropriate wage, the matter may be brought to arbitration in accordance with the provisions of Article 10 of this Agreement.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 7.1. The regular hours of employment shall be forty (40) hours divided equally over five (5) working days of eight (8) hours each Monday through Friday, 8:00 a.m. to 4:30 p.m., with one half (1/2) hour for lunch except for employees whose duties require different work hours, work day or workweek. Notwithstanding the foregoing, said work hours, workday or workweek may be

modified if the same is mutually agreed to by the individual employee and his or her supervisor, with the Mayor's approval. The granting or not granting of the same by the supervisor or the Mayor shall not be a grievable matter by an employee or the Union. Further, the granting of the same shall not establish a precedent regarding any future requests.

Section 7.2. There shall be normally a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. These breaks may not be combined in order to take a 30-minute paid break.

Section 7.3. The City shall have the right to require overtime work consistent with the demands of public service.

Section 7.4. Overtime pay at the rate of one and one half (1½) times the regular rate of pay shall be paid to those statutorily required to receive overtime payment for all hours worked beyond forty (40) hours in a week.

Section 7.5. When an employee is required to work on a holiday as observed under this Agreement, he/she shall be compensated at one and one half (1½) times the regular rate of pay for such hours worked plus eight (8) hours of holiday pay.

For those employees whose schedules were modified to four (4) days of ten (10) hours by mutual agreement between the Mayor or his/her designee and the employee, if a holiday falls on one of the ten (10) hour days, the employee will be compensated at one and one-half (1 ½) times the regular rate of pay for eight (8) hours worked plus eight (8) hours of holiday pay and such employee may request to take two (2) hours of vacation time with advance notice to the Supervisor as per Section 14.2.

Section 7.6. If an employee works on Sunday and Sunday is the seventh day of the workweek, he/she shall receive double time.

Section 7.7. An employee who, in the opinion of the Department Head, is qualified and is temporarily assigned by the Department Head to perform work in a higher classification shall, following five days of such employment, be paid the rate of pay in the higher classification which represents an increase, under the rates in effect.

Section 7.8. An employee who is called in to work while on a vacation day shall be paid a minimum sum equal to eight (8) hours pay in addition to vacation pay at applicable rates for each day on which he/she is called in to work.

Section 7.9. If an employee is required to work overtime, s/he shall be paid a meal allowance of \$12.00 or receive a meal at the City's expense not to exceed a \$12.00 allowance, provided the employee is required to work two (2) or more hours beyond their normal work schedule.

Section 7.10. Overtime is to be offered to all union members before being offered to any temporary employee.

Section 7.11. Any employee who is required to work overtime shall be paid a minimum of two (2) hours.

ARTICLE 8 LAYOFF PROCEDURES

Section 8.1. Layoffs can occur when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, material change in the duties or organization which are outside the employee's control and which do not reflect discredit of the service of the employee. For the purpose of this Section of this Article, the City agrees to administer said provision in a non-discriminatory manner and will not exercise the same for the sole purpose of reducing the size of the bargaining unit. Layoffs will only be done for the reasons previously specified herein.

Section 8.2. The duties performed by employees who have been laid off may be reassigned to other employees, provided those employees are capable of performing said duties.

Section 8.3. Separation from service due to disciplinary action or penalty will not be considered a layoff.

Section 8.4. Seniority for purposes of this Article, and only this Article, shall be defined as an employee's total length of continuous full-time service.

Section 8.5. Order of Layoff

Employees will be laid off in reverse order of seniority by classification provided that the senior employees within a classification to be retained are capable of filling the remaining jobs as determined by the City. An employee may bump to a lower classification provided he/she is qualified and has seniority over the person being bumped.

Section 8.6. Notice of Layoff

The City will give written notice to the employees involved and the Union President of a proposed layoff. This notice shall be sent to the employees by registered or certified mail at their last known home address as it appears in the personnel record of the employee at least two (2) weeks before the effective date of the layoff. It is the employees' responsibility to notify the Human Resources Department in writing of any change in status.

Section 8.7. Recall Rights

- a. Laid off permanent employees shall have recall rights for a period of eighteen (18) months from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the

most senior employee on layoff, by classification, the first to be recalled, provided the employee possesses the prerequisite qualifications and certifications for the position as determined by the City.

- b. Any employee who refuses recall shall lose all further recall rights. In the event that an employee is recalled, the City shall notify the employee in writing of such recall by registered or certified mail to the employee's last known address. The employee must make known his/her desire to return to work within five (5) working days of receipt of such notice and must return to work not later than ten (10) working days from the receipt of such notice, except as may be otherwise mutually agreed upon between the City and the employee. Failure to respond to a return to work notice and failure to report to work as provided herein shall result in forfeiture of employment. It is the employee's responsibility to notify the City in writing of any change in status. An employee separated from service with the City for more than six (6) months shall be required to successfully pass a physical examination prior to returning to work.
- c. An employee who is recalled from layoff shall have their seniority restored as if there had been no lapse in service.

ARTICLE 9 DISCIPLINARY ACTION

Section 9.1. No employee shall receive discipline without just cause. Disciplinary action shall normally follow this order; however, it is mutually understood and agreed that deviation from the following may be warranted depending upon the totality of the circumstances, including the severity of the infraction, its pervasiveness and the employee's history of discipline:

- a. Verbal warning;
- b. Written warning;
- c. Suspension without pay;
- d. Discharge.

Section 9.2. Appeal of any of the above may be processed by way of a written grievance filed under the grievance procedure provided in this Agreement.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1. Grievances arising out of specific provisions of this Agreement shall be processed in the manner set forth below. Notwithstanding the outlined steps, a grievance shall first be submitted at the level of the decision maker, if any, for the occurrence giving rise to the grievance. The number of days indicated at each level should be considered the maximum and shall only be extended by mutual agreement between the Employer and the Union.

Step 1

The employee, within ten (10) working days of the occurrence, giving rise to the grievance, shall present his/her grievance in writing to the immediate supervisor in the Department in which the occurrence arose. Said grievance shall state the nature and facts giving rise to such

grievance, the section(s) of the agreement involved, and the specific remedy sought. The immediate supervisor in the Department shall render a decision within five (5) working days from the date the grievance was presented. If the immediate supervisor is also the Department Head, the grievance shall first be submitted at a step no lower than Step 2.

Step 2

If the employee is not satisfied with the decision of the immediate supervisor, the grievance must be reduced to writing and submitted to the Department Head within five (5) working days of the date of the immediate supervisor's decision. Said grievance shall state the nature and facts giving rise to such grievance, the section(s) of the Agreement involved, and the specific remedy sought. The Department Head shall notify the employee in writing of his/her decision within five (5) working days from the date the written grievance was presented.

Step 3

The aggrieved employee, if not satisfied with the answer in Step 2, may submit his/her grievance to the Mayor within five (5) working days of the date of the Step 2 answer. The Mayor, or his/her designee, may choose to confer with the grievant and/or his/her representative prior to rendering a decision. The Mayor, or his/her designee, shall give his/her disposition of the grievance in writing not later than ten (10) working days following receipt of the grievance at this step.

Step 4

If the grievance is not satisfactorily settled at Step 3, the Union may submit the grievance, within twenty (20) working days of receipt of the Step 3 answer, to the Connecticut State Board of Mediation and Arbitration with a copy simultaneously forwarded to the Mayor. The City shall have the right to transfer the grievance to the American Arbitration Association so long as the City pays all costs associated with said transfer. The decision of the arbitrator(s) shall be final and binding. No decision of the arbitrator(s) shall add to, subtract from, or otherwise amend or modify the collective bargaining agreement between the parties.

Section 10.2. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union except as required by the AAA or SBMA. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Employer. The standard of proof in all cases shall be based on the preponderance of the evidence.

ARTICLE 11 WORKERS' COMPENSATION

Section 11.1. Any injury or physical disability, which arises out of, and in the course of an employee's employment with the City shall be compensated for in accordance with the Workers' Compensation Laws of the State of Connecticut.

Section 11.2. When an employee is injured while in the performance of his/her duties as an employee, he/she shall continue to receive his/her normal forty (40) hours pay, less Workers' Compensation during his/her absence from work until:

His/her doctor reports him/her ready to return to work at his/her regular occupation; or
The point of maximum recovery; or
Twelve (12) months following the date of such injury; whichever occurs first.

Section 11.3. In order to receive payment under this Article, if required by the City, an employee must submit written medical reports at least once a month, and more often upon request, to certify that he/she is disabled. Further, notwithstanding Section 11.2 above, it is mutually understood and agreed that the City will pay directly to the employee only that amount that represents the difference between said employee's normal forty (40) hours pay and what the employee will receive under Workers' Compensation.

ARTICLE 12 INSURANCE AND PENSION

Section 12.1. Insurance

Unless otherwise specified, the City shall continue to provide to employees the following or comparable health insurance coverage for each employee and his/her eligible dependents:

a. **Medical Insurance**

The City is hereby authorized to deduct in advance said costs from the employee's salary. All employees shall be covered by the City of Groton Plan, (hereinafter "Plan"), (See Appendix A) or comparable plan.

Alternate Plans

A. The City may offer one and/or more alternate plans as an option to the primary plan described in subparagraph a. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate, optional plans.

The primary plan design under the City of Groton Plan is the High Deductible Health Plan ("HDHP") with a \$2,000/\$4,000 deductible, with a Health Savings Account ("HSA") to fund the deductible. Effective July 1, 2023, the City will contribute fifty percent (50%) of the deductible to the employee's HSA; effective July 1, 2024, the City will contribute fifty

percent (50%) of the deductible to the employee's HSA; and effective July 1, 2025, the City will contribute fifty percent (50%) of the deductible to the employee's HSA.

An HRA shall be made available for any employee enrolling in the HDHP who is precluded from participating in the HSA bank account because the individual is ineligible to have a health savings account funded due to military service or other legal or IRS regulations exclusion. The annual maximum reimbursement by the City shall not exceed the City's annual deductible contribution for those in the HSA. Unused HRA funds may rollover to subsequent plan years, however, the balance in the individual's HRA shall never exceed the full HDHP deductible; employees are not eligible to take unused funds when leaving employment. Premium contributions for the participants in the HRA shall be the same as the HSA.

Effective July 1, 2023, the Employee will contribute ten and one-half percent (10.5%) toward the premium cost of the HDHP. Effective July 1, 2024, the Employee will contribute eleven percent (11.0%) toward the premium cost of the HDHP. Effective July 1, 2025, the Employee will contribute eleven and one-half percent (11.5%) toward the premium cost of the HDHP.

B. Buy-up Plan

Effective July 1, 2023, the City shall offer a PPO Plan as a buy-up option to the primary HDHP plan described in subparagraph a. For anyone opting to remain in the alternate PPO plan effective July 1, 2023, the Employee will contribute twenty percent (20%) toward the premium cost of the PPO plan. Effective July 1, 2024, the Employee will contribute twenty-one percent (21%) toward the premium cost of the PPO plan. Effective July 1, 2025, the Employee will contribute twenty-two percent (22%) toward the premium cost of the PPO plan.

b. Dental Insurance

The Employer shall provide Anthem Blue Cross Full Service Dental with Rider A, or comparable insurance, and shall pay eighty percent (80%) of the premium cost for the same. The employee shall contribute twenty percent (20%) of the premium cost. It is ~~mutually understood and agreed that such amount shall be periodically deducted, in advance, from the employee's pay.~~ Participation in the Dental Plan shall be voluntary. The City of Groton Dental Plan is located at Appendix B.

c. All members of the Union will be bound by all cost containment measures which the City will implement with respect to its health insurance programs, including but not limited to, utilization review, pre-admission review, second surgical opinion, concurrent review, discharge planning and catastrophic case management. As a result of this paragraph, there will be no additional cost to members of the Union other than possible penalties for

noncompliance with specific cost containment requirements. The City will provide to the Union, as soon as is practically possible, all information and guidelines for its members regarding any cost containment measure initiated by the City.

- d. The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the City or required by law.

e. **Waiver of Medical Insurance Coverage**

- (1) Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage's outlined in this Agreement applicable to them and, in lieu thereof, shall receive an annual payment of one half of the City's cost for the single rate of the primary plan. Payment to those employees waiving coverage shall be made in equal payments in October and March. Proof of change of insurance status shall be submitted to the HR Department with supporting documentation. Any payments under this Section shall not be regarded as compensation for wage, overtime, pension calculation or any other purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the City.

Notice of intention to waive insurance coverage must be sent to the Human Resources Department in writing not later than October 1st to be effective January 1st of each year. New hires who elect to waive insurance coverage must submit the Waiver of Medical Insurance form to Human Resources within thirty (30) days of hire in order to be eligible for the waiver payment. The payment will be made on the first scheduled payment date after the employee has reached ninety (90) days of employment. The first payment will be pro-rated based on date of hire. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage. A waiver of insurance letter with proof of medical insurance will be provided to the Human Resources Department for processing. The original letter will be placed in the employee's personnel file with a copy to the Finance Department. Waiver of coverage procedures must be acceptable to the applicable insurance carrier. This provision shall not pertain to employees whose spouse/parent/relative are covered by medical insurance provided by the City of Groton. If an employee is covered under another City of Groton health insurance, they are ineligible for waiver of coverage.

(2) Where a change in an employee's status prompts the employee to resume City provided insurance coverage, the written waiver may, upon written notice to the City, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.

f. Should any federal statute or regulation pertaining to Internal Revenue Code Section 4980I, otherwise known as the Affordable Care Act ("ACA"), be mandated to take effect during the term of the contract triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered in the parties' 2019-2023 collective bargaining agreement, the parties agree to commence mid-term negotiations, to address the excise tax in accordance with the ACA.

g. **Retiree Medical Insurance**

Effective the date of the execution of this Agreement or as soon thereafter as practicable or possible, the retiree shall pay the same cost share toward the premium/allocated rate as that paid by then current bargaining unit members for the same medical insurance provided to then current bargaining unit members (excluding Dental), individual coverage only, or comparable medical insurance, in lieu of medical insurance for retirees in effect prior to the date of the execution of this Agreement, for an employee who retires at age sixty (60) or later under the normal retirement provisions of the City's Pension Plan up to the date said employee reaches the age of sixty-five (65), provided said employee has worked for the City for a minimum of ten (10) years. It is mutually understood and agreed that such premium/allocated rate retiree contribution amount shall be periodically deducted, in advance, from the retiree's pension payments, or the retiree shall be required to make the aforesaid payments, in advance, to the City. Failure of the retiree to agree to said pension deduction or make such payments in advance shall relieve the City of any further obligation to provide coverage under this provision.

New Hires: Any employee hired on or after January 1, 2014 shall be ineligible for retiree health insurance benefits.

h. **Life Insurance.** A group life insurance policy providing for the following benefits:

(1) The Employer shall provide each employee with group life insurance equal to one and one half times the employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00). The amount of group life insurance shall be adjusted annually on or about July 1st.

(2) Effective with the execution of this Agreement, or as soon thereafter as practicable, employees who retire after the date of the execution of this Agreement shall receive a group life insurance policy of thirty thousand dollars (\$30,000.00).

i. The Employer shall provide each employee with long-term disability benefits as outlined in previous collective bargaining agreements.

Section 12.2. Pension

Employees who are participating members of the "Retirement Plan for Full-Time Regular Employees of the City of Groton, Connecticut" will continue to retire in accordance with the provisions of said Plan, as amended and restated in Appendix H, attached hereto and made a part hereof.

ARTICLE 13 SICK LEAVE

Section 13.1

- a. Employees are entitled to sick leave at the rate of one and one quarter (1¼) days per month for a total of fifteen (15) days per year and such sick leave may be accumulated to a total of one thousand and forty (1,040) hours.
- b. On January 1st, any sick leave over 1,000 hours shall be reduced to 1,000 hours; however, the employee will be paid for one third of the hours not taken. (*Example: An employee with 1040 hours would be paid for one-third of 40 hours, i.e., he/she shall receive payment for 13 1/3 hours*). This payment will be made during the month of January.

Section 13.2. Sick leave can be used for sickness to include doctor appointments.

Section 13.3. An employee upon normal retirement shall receive on the basis of his/her then current wages full compensation for any of his/her unused accumulated sick leave days up to forty (40) days.

Section 13.4. An employee using sick leave shall notify his/her supervisor or designee within one half (½) hour after the normal starting time on the first day and each subsequent day of his/her absence or at the time of leaving, if at work. If the employee is out sick for more than three (3) days, he/she shall call in to his/her supervisor or designee within one half (½) hour after the normal starting time on said fourth (4th) day, and state approximately how much longer he/she expects to be absent. If a doctor has been consulted, a note from him/her, stating when the employee is able to return to work, should follow.

Section 13.5. A medical certificate acceptable to the City may be required for the fourth (4th) sick leave occurrence and each subsequent sick leave occurrence each calendar year, provided the City has requested the same in advance from the employee. Failure to provide the same to the City on or before the tenth (10th) work day following the date the employee returns to work shall result in the employee not being paid for said absence. In addition, the employee may be subject to

additional disciplinary action. Should the City request a medical certificate, as described above, the same shall not be a grievable matter. Further, the failure of the City to request a medical certificate shall not constitute a waiver by the City of this provision.

Section 13.6. A medical certificate acceptable to the City shall be provided by the employee upon returning to work for any absence due to illness or injury exceeding four (4) consecutive days. Said medical certificate from a licensed physician shall contain a statement that, in the opinion of said physician, the employee is capable of returning to work.

Section 13.7. In addition to the other provisions of this Article, for prolonged illness or injury exceeding ten (10) working days, a medical certificate from a licensed physician acceptable to the City may be required from the employee for every two (2) week period the employee is absent from work, unless said employee presents to the City such a certificate indicating the anticipated return to work date, in which case the City will not require another such certificate at least until after the aforementioned return to work date. Failure to provide said medical certificate shall result in the employee not being paid for said absence. In addition, the employee may be subject to additional disciplinary action. Should the City request a medical certificate, the same shall not be a grievable matter. Further, failure of the City to request a medical certificate shall not constitute a waiver by the City of this provision.

Section 13.8. At the Employer's discretion, a fitness for duty exam may be required prior to the Employee's return to work from illness or injury leave exceeding ten (10) working days. The Employer will be responsible for scheduling and paying for the exam.

Section 13.9. No benefits are paid if investigation shows falsification of any claim for sick leave benefits and such conduct may result in the discharge of the employee. When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.

Section 13.10. A valuable employee with a record of meritorious service may, in the event he/she has used up all his/her accumulated sick leave, due to a serious and protracted illness, apply in writing to the Mayor and Council for an extension of sick leave beyond the maximum provided in this Agreement. The decision of the Mayor and Council on any such application shall not be subject to the grievance procedure or any other manner of appeal.

ARTICLE 14 VACATIONS

Section 14.1. Employer hereby agrees to grant vacation and basic straight time vacation pay in accordance with the following schedule:

- a. Employees who have been in continuous employ of the City for six (6) months or more, but less than two (2) years, are allowed five (5) days of vacation after successful completion of the probationary period.

- b. Employees who have been in continuous employ of the City for one (1) year, but less than five (5) years, are allowed two weeks' vacation.
- c. Employees who have been in the continuous employ of the City for five (5) years, but less than ten (10) years are allowed three (3) weeks' vacation.
- d. Employees who have been in the continuous employ of the City for ten (10) years or more years shall receive four (4) weeks plus one (1) additional day of vacation per year for each completed year of service up to a maximum of twenty-five (25) vacation days.

Section 14.2. Employees requesting a half (½) or one (1) day of vacation will be required to notify the Supervisor within 24 hours of the date they are requesting vacation. If the employee is taking two (2) or more days of vacation, the employee will be required to provide the Supervisor with at least one week advance notice in writing of their scheduled vacation for planning purposes. Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the Supervisor so as not to conflict with the emergency or peak workloads of the Department.

Section 14.3. Whenever there shall be a conflict in requested dates, preference shall be given to the employee with the most seniority.

Section 14.4. When an employee is separated from City service, he/she shall be paid his/her pro rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to his/her dependent survivor or his/her estate if there is no dependent survivor. Such payment will be made within two (2) weeks of date of expiration, in a lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments.

Employees who retiree with a normal, unreduced retirement will be paid for all vacation leave accumulated including all vacation leave that has been carried over from the previous fiscal year and all vacation leave awarded on January 1st, minus any used vacation leave. Such payment will be paid in full to the employee.

Section 14.5. Payment of scheduled vacation time off will be made on the payday previous to starting the vacation if all provisions of the Department vacation policy have been adhered to.

Section 14.6. Payment for Unused Vacation

a. When an employee is unable to use his/her vacation time due to the operational needs of the Department and the Department Head concurs, the employee must submit a request for payment in lieu of vacation on forms provided by the City for vacation time that cannot be taken. Such time shall not exceed one half (½) of his/her earned vacation at the time of submission.

b. All requests for payment in lieu of vacation will be submitted to the Human Resources Department by October 1st of the calendar year involved. Payments will be made on the last payday in December and will be based on a forty (40) hour work week.

Section 14.7. Carry Over Unused Vacation

In lieu of payment for unused vacation as provided in Section 14.6 of this Article, an employee may defer up to forty (40) hours of vacation time to the following year provided it is requested in writing on forms provided by the Human Resources Department and approved prior to December 1st by the Mayor.

ARTICLE 15 FUNERAL LEAVE

Section 15.1. In the case of death of spouse, child, mother or father, an employee shall be entitled to five (5) consecutive calendar days off without loss of pay. For a mother-in-law or father-in-law, under the same roof as the employee, an employee shall be entitled to five (5) consecutive calendar days off without loss of pay.

Section 15.2. In the case of death of mother-in-law or father-in-law not living under the same roof as the employee, or sisters, or brothers, or any other relative under the same roof as the employee, the employee shall be entitled to three (3) consecutive calendar days off without loss of pay.

Section 15.3. In the case of the death of a mother-in-law or father-in-law not living under the same roof as the employee, where extenuating circumstances exist requiring travel of over 250 miles, the employee shall be entitled to no more than two (2) additional consecutive calendar days off without loss of pay.

Section 15.4. In the case of all other deceased relatives, the employee will be entitled to one (1) day off without loss of pay provided the employee attends the funeral during normal working hours.

Section 15.5. Any funeral time to which an employee would be entitled under the above Sections of this Article, that occurs during the employee's scheduled vacation period, will not be charged to vacation time, and the employee shall be entitled to substitute vacation time off with basic straight time pay.

ARTICLE 16 PERSONAL LEAVE DAYS

Section 16.1. During a calendar year, an employee shall be granted three (3) personal leave days off, subject to the following conditions:

The employee shall make his/her request to his/her supervisor at least one (1) week in advance of the day to be taken, specifying that the time is to be used for personal business.

The time requested shall not be immediately prior to or subsequent to designated holidays or vacation days of employee.

The employee may use his/her personal leave days in not less than one (1) hour increments.

In the year of hire, an individual will earn personal time at the rate of two hours per month from date of hire.

ARTICLE 17 MATERNITY LEAVE

Section 17.1. The City follows state and/or federal law regarding pregnancy and/or pregnancy disability leaves.

ARTICLE 18 MILITARY DUTY

Section 18.1. The Employer will reinstate, without loss of seniority, regular employees who have been granted a leave of absence to enter the military service of the United States, either by induction or by voluntary enlistment caused by notice of induction for the minimum time required by that particular branch of service. Upon the employee's reinstatement, he/she will receive the prevailing wage rate for his/her job classification.

Section 18.2. Any employee who is required to report for active duty training with the National Guard or an Armed Service Reserve Unit shall be granted the required time off to report for such duty. The employer will reimburse the employee for the difference between his/her normal pay and the amount of military base pay received by him/her, up to ten (10) working days.

Section 18.3. The City of Groton will grant a military leave of absence to employees who are required to serve in the military or who are called to active duty in accordance with State and Federal law. The City will pay full-time employees who are members of the military reserves or National Guard and who are called to active duty the difference between the amount the employee receives as military pay and the employee's base rate of pay for a period of up to one year. This payment shall be known as "Gap Pay" as defined by City Ordinance 165. In the event such employee's active duty extends beyond one year, the City reserves the right to extend the employee's Gap Pay in its sole discretion.

Section 18.4. The Employer may use temporary or part-time help to fill the vacancy created by an employee who has been granted a leave of absence to enter the military service, it being understood that whenever possible, qualified members of the Union will be used to fill the vacancy with the understanding that they will revert to their original classification upon the return of the employee from military service.

ARTICLE 19 OTHER LEAVES

Section 19.1. Leave of Absence Without Pay

Upon the recommendation of the Department Head and approval in writing by the Mayor, leave may be granted without pay and without loss of seniority, for a specified length of time not to exceed six (6) months. Such leave may be for illness in the immediate family, just cause, extended trips, etc., but may only be granted if the employee has utilized or will utilize all other applicable accrued paid leave and applicable unpaid leave (e.g., FMLA) prior to this leave. An application for a leave of absence shall be initiated by the employee affected in writing to the Department Head, giving the time for the leave of absence, the commencement date and the reasons for the absence. The failure of the Mayor to approve the request shall not be subject to the grievance and/or arbitration process by the employee or the Union.

Section 19.2. Cancellation of Leave

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

Section 19.3. Jury Duty

An employee who is required to report for jury duty shall be paid the difference between the amount he/she receives for such duty and the amount he/she would have received at his/her normal rate for the time lost from work by reason of such jury duty, providing he/she reports the jury requirements to his/her Supervisor promptly following jury notification. To be eligible to be paid under this provision, the employee must furnish the Human Resources Department a statement or record from the appropriate public official showing the dates, time and the amount of pay received. Compensation received for transportation and/or meals is not to be considered as part of the pay for jury duty.

ARTICLE 20 MISCELLANEOUS

Section 20.1. Right to Review Personnel File

All employees shall have the right to review their personnel file, upon reasonable request to the Human Resources Department and at such time that the request will not interfere with the orderly operation of the Human Resources Department. ~~The Human Resources Department shall not be required to permit an inspection of any employee personnel file on more than two (2) occasions in any calendar year.~~

Section 20.2. Educational Reimbursement

All employees who successfully receive a grade of A or B in job related educational course(s) approved by the Employer shall be reimbursed for one-half (½) the amount expended by the employee in payment of tuition for each course(s) and the reimbursement for textbooks necessary

for completion of the course(s), up to \$2,500/fiscal year per employee. In courses where the grade is a "Pass/Fail", the employee must receive a "Pass" grade upon completion of the course and provide proof satisfactory to the City of same.

Two (2) years of additional service with the City is required at the end of completion of each semester; otherwise, the aforesaid tuition reimbursement must be repaid to the City by the employee. The City reserves the right to deduct the same from any payments, including, but not limited to, salary, vacation, and sick leave, owed to the employee at the time of termination of service with the City, irrespective of the reason.

Section 20.3. Mileage

When an employee is required and authorized in advance to use his/her own motor vehicle to perform City business, he/she shall be reimbursed on the basis of the current rate allowance as designated by the Internal Revenue Service. This policy shall not cover mileage between the employee's residence and work.

Section 20.4. Safety

The Employer shall make provisions for the safety of the employees during the working hours and the Union will encourage employees to work in a safe manner and to observe all safety regulations prescribed by the Employer.

Section 20.5. Prescription Glasses

a. The City will pay a maximum of two hundred dollars (\$200.00) towards the cost of prescription glasses or contact lenses, no more than once every twelve (12) months. Additional pairs of glasses with the same prescription, or requests for glasses with a different prescription made within said twelve (12) month period will be paid for in total by the employee.

Section 20.6. Labor-Management Committee

The parties agree that there shall be a Labor-Management committee. Such committee will be composed of management and designees of the bargaining unit. The parties agree to meet biannually or more if mutually agreed to discuss matters of mutual concern. Agendas will be exchanged ~~seventy-two (72) hours in advance of any meeting which will be scheduled~~ at least two (2) weeks in advance. The Employees shall suffer no loss of regular pay or benefits as a result of participation in committee activities.

ARTICLE 21 WAGE/SALARY RATES

Section 21.1.

a. See Appendix C attached hereto and made a part hereof.

Section 21.2 All employees shall be paid through direct deposit effective July 1, 2015.

Section 21.3. Upon the agreement of all other bargaining units to institute bi-weekly pay, the City shall have the right, with at least one hundred and twenty (120) days' notice, to implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation.

Section 21.4 All employees upon completion of continuous years of service as listed below shall receive an annual stipend of:

5-9 years:	\$175.00
10-14 years:	\$275.00
15-19 years:	\$375.00
20+ years:	\$475.00

ARTICLE 22 NO STRIKE/NO LOCKOUT

Section 22.1. It is recognized that the need for continued and uninterrupted operation of the City departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. The Union, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance. The Mayor shall have the right to discipline or discharge any employee encouraging, suggesting, or participating in a strike, slowdown or other such interference.

Section 22.2. The City agrees that there shall be no lockout by the City in any part of the City's operation covered by this Agreement.

ARTICLE 23 DRUG AND ALCOHOL

The City of Groton Drug and Alcohol Policy that is currently in effect is located at Appendix D. This policy will remain in effect and may be updated or amended from time to time.

Section 23.1. It is mutually understood and agreed by the parties that the City shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 23.2. The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

ARTICLE 24 PERSONAL APPEARANCE

NOTE: The City of Groton Work Rules, which may be updated or amended from time to time, state the clothing/personal appearance policy for the City. See Appendix E.

ARTICLE 25 PERFORMANCE EVALUATION REVIEW

Section 25.1. Purpose

It is agreed that at review time department heads/supervisors will evaluate/review the employee for the purpose of determining how well the employee is doing in his/her job.

Section 25.2. Performance Evaluation/Review

A performance evaluation/review shall be an important basis for reclassification (promotion, demotion, transfer). Reclassification shall be based on the employee's ability or skill and successful performance in a previous job. A performance evaluation/review shall be the record of the employee's past performance.

Section 25.3. Scope of Performance Evaluation/Review

The evaluation/review shall be in writing and shall evaluate/review how the employee is performing in his/her present assignment at the present time. The performance evaluation/review shall also state the department heads/supervisor's suggestions for improvement.

Section 25.4. Performance Evaluation/Review Factors

The factors to be used for performance evaluation/review purposes will be found in Appendix F (Performance Evaluation/Review Form), attached hereto and made a part of this Agreement and the current employee position description on file in the Human Resources Department. Employees will be notified, given a copy of, and sign off on any change to the job description by their supervisors. Additional factors selected by management may be added as needed. The performance evaluation will be submitted via electronic mail by the Supervisor to the Human Resources Department one (1) month prior to the employee's anniversary date for review. After review by the Human Resources Department, Department Heads/Supervisors shall personally review and discuss performance evaluations and reviews individually with all assigned employees within one (1) month of receipt of the evaluation from the Human Resources Department. Each employee shall be given a copy of his/her Performance-Evaluation/Review Report by the Human Resources Department. Each employee will be asked to sign said report and the same shall be a permanent part of the employee's official personnel file. If an employee does not agree with their performance evaluation report, they may write a rebuttal to attach to said report within ten (10) working days. The original will be filed in the employee's personnel file in the Human Resources Department.

Section 25.5. It is understood that this Article will not impact the negotiated salary rates contained in this Agreement. (See Article 21 and Appendix C, attached hereto and made a part hereof).

ARTICLE 26 RETURN TO WORK/TRANSITIONAL WORK

Section 26.1. Return to Work/Transitional Work Program

The City of Groton currently has a Return to Work/Transitional Work Program for purposes of workers' compensation disability management which may be updated and/or amended from time to time. Examples of transitional work are identified in Appendix G.

ARTICLE 27 DURATION OF AGREEMENT

Section 27.1. Unless otherwise specified, this Agreement shall be effective from date of execution and shall remain in full force and effect until June 30, 2026. This Agreement shall continue in full force and effect from year to year unless either party shall, on or before January 1, 2026, give notice by registered mail to the other party of intention to terminate or amend.

SIGNATURE PAGE

IN WITNESS THERE, the parties set their hands this 24 day of January, 2024.

FOR THE CITY OF GROTON



WITNESS



KEITH HEDRICK, MAYOR



LINDA AVEDISIAN
HUMAN RESOURCES DIRECTOR

FOR THE UNION



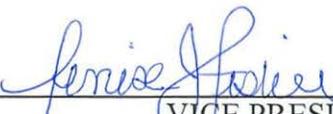
WITNESS



DIANA BUSCH, STAFF REPRESENTATIVE
GROTON WHITE COLLAR ASSOCIATION,
CHAPTER 91, CSEA, INC.



_____, PRESIDENT, LOCAL
GROTON WHITE COLLAR ASSOCIATION,
CHAPTER 91, CSEA, INC.



_____, VICE PRESIDENT, LOCAL
GROTON WHITE COLLAR ASSOCIATION,
CHAPTER 91, CSEA, INC.

APPENDIX A CITY OF GROTON PLAN

Type of Plan	Plan Change Option	HDHP/HSA Plan Option
Referrals required	PPO	PPO
In Network	No	No
Deductible	NA	\$2000/\$4000
Coinsurance	NA	100%
OOP Maximum	\$5000/\$10,000	\$5000/\$10,000
Preventive care	No Charge	No Charge
Office visit copay	\$25	Deductible then 100%
Specialist visit copay	\$25	Deductible then 100%
Allergy services, 80 injections in 3yrs.	\$25	Deductible then 100%
Vision Exam, every 2yrs.	No Charge	Deductible then 100%
Diagnostic Lab & X-ray	No Charge	Deductible then 100%
High Cost Diagnostic: MRI, CAT, PET	\$75	Deductible then 100%
Outpatient Rehab, 50 visits per yr for PT, OT, ST	\$25	Deductible then 100%
Infertility Services	CT State Mandate Coverage	Deductible then 100%
Emergency Room copay	\$150	Deductible then 100%
Urgent Care copay	\$100	Deductible then 100%
Walk In Center	\$25	Deductible then 100%
Outpatient surg. Copay	\$250	Deductible then 100%
Inpatient copay	\$350	Deductible then 100%
Inpatient Mental Health - Biological Unlimited	\$350	Deductible then 100%
**Non Biological	Unlimited	Deductible then 100%
Outpatient Mental Health - Biological Unlimited	\$25	Deductible then 100%
**Non Biological:	Unlimited	Deductible then 100%
Inpatient Substance Abuse -	\$350	Deductible then 100%
**Limits:	Unlimited	Deductible then 100%
Outpatient Substance Abuse -	\$25	Deductible then 100%
**Limits:	Unlimited	Deductible then 100%
Lifetime Maximum	Unlimited	Unlimited
Out-of-Network		
Deductible - Calendar Year	\$200/\$600/\$900	Combined with In-Network
Coinsurance	80/20%	80/20%
Out-of-Pocket Maximum - Calendar Year	\$1,500/\$3,000/\$6,000	Combined with In-Network
Estimated Plan Charge Adjustment Factor	0.9575	
RX Plan Co Pays (Generic/Listed/Non-Listed)	\$5/20/40	Deductible then: \$5/20/40
Rx Summary Type	MP4	MP4
Calendar Year Maximum	\$2,000 year co-pay maximum, then 20% coinsurance with per script max of \$100	Unlimited
Days Supply - Retail/Mailorder	30/90	30/90
Number of Copays for Mail Order vs Retail	2x	2x

Health Saving Account: City of Groton Contribution

** Federal Mental Health parity is required to apply at the next renewal, Mental Health paid same as any other illness
 Dental premiums are not included in the above Maximum City
 HSA contribution is 50% of the deductible

Summary

Booklet

for employees of

City of Groton
Group#004791-055
-059

Dental Plan
SB0760
01/12/01

This Summary Booklet describes generally this Benefit Program, which is funded by the City of Groton and for which Anthem Blue Cross and Blue Shield performs various administrative services.

This Summary Booklet is a description of the Benefit Program only, it is neither intended to describe any other health benefit plans the Employer Group may offer nor by itself intended to be a summary plan description as defined in the Employee Retirement Income Security Act of 1985, as amended (ERISA). In addition, the Employer Group may have requirements with regard to the administration of the Benefit Program.

The Benefit Program is self-insured health benefit plan. It is not an insurance policy or underwritten program. This Summary Booklet has been prepared by Anthem BCBS on behalf of and at the direction of the Employer Group for the purpose of describing the benefits the Employer Group has agreed to provide to its Employees and their Dependents under the Benefit Program. The Employer Group is responsible for whether the Summary Booklet completely or accurately describes the Benefit Program.

Anthem BCBS performs various administrative services with regard to the Benefit Program as described in the Administrative Services Only Agreement between Anthem BCBS and the Employer Group. The Employer Group has the right to change the benefits under the Benefit Program, subject to the terms specified in the Administrative Services Only Agreement. A change by the Employer Group of the benefits described in this Summary Booklet will not be administered by Anthem BCBS unless the terms of the Administrative Services Only Agreement, including notice to Anthem BCBS of the change, are complied with by the Employer Group. Accordingly, except as specifically required by the terms of the Administrative Service Only Agreement, Anthem BCBS shall have no responsibility to perform certain administrative services with regard to benefit changes made by the Employer Group under the Benefit Program unless they are communicated to Anthem BCBS in the manner prescribed under the Administrative Services Only Agreement. Please be sure to contact the benefits coordinator at the Employer Group for more information concerning the Employer Group's obligations under the Administrative Services Only Agreement; the Employer Group's requirements, if any, regarding participation in the Benefit Program; and to obtain a summary plan description of the employee health care benefit plan.

A Covered Person's rights to benefits under this Benefit Program are subject to all the terms of the Administrative Services Only Agreement and such rights shall terminate in accordance with the terms and provisions as specified therein.

All the defined terms used in this Summary Booklet have the meanings ascribed to them herein without reference to any of the definitions contained in the Administrative Services Only Agreement. The terms of this Summary Booklet shall govern and supersede any previous versions of this Summary Booklet and any outlines or other summaries distributed by the Employer Group or Anthem BCBS with respect to the Benefit Program.

You usually will be able to answer your benefits questions by referring to this Summary booklet. If you need help with your membership, benefits or claims, call or write the Member Services Department, at Anthem Blue Cross and Blue Shield, dedicated to serving your group:

Member Services Department
Anthem Blue Cross and Blue Shield
P. O. Box 533
North Haven, CT 06473-4201

Toll-free statewide: 1 (800) 233-4947
New Haven area: (203) 985-6338
Out of State: 1 (800) 233-4947

DEFINITIONS

Actively at Work: The term Actively At Work means the employee must work at the employer group's place of business or at such place(s) as normal business requires. The employee must perform all duties of the job as required of a full-time employee working 30 or more hours per week on a regularly scheduled basis. Eligible employees who do not satisfy the criteria, solely due to a health-related reason, are considered Actively At Work for purpose of initial Eligibility under the Benefit Program.

Anthem BCBS: The term Anthem BCBS means Anthem Health Plans, Inc. doing business as Anthem Blue Cross and Blue Shield an independent licensee of the Blue Cross and Blue Shield Association or its agents, representatives, contractors, subcontractors or affiliates.

Benefit Period: The term Benefit Period means the consecutive extent of time for which benefits are payable. Unless otherwise defined as a period of days in the Schedule of Benefits, the Benefit Period shown in the Schedule of Benefits.

Benefit Program: The term Benefit Program and Program means the employee dental benefit plan of the Employer, administered by Anthem BCBS on behalf of the Employer, and described in this Summary Booklet.

C.G.S.: The term C.G.S. means Connecticut General Statutes, as they may be amended from time to time.

Calendar Year: The term Calendar Year means a year beginning on January 1 and ending on December 31 of the same year. The first Calendar Year will begin on the Benefit Program's Effective Date and end on December 31 of the same year.

Coinsurance: The term Coinsurance means the fixed percentage of the Maximum Allowable Amount for Covered Services which the Covered Person is required to pay as shown in the Schedule of Benefits.

Cost Share: The term Cost Share means the amount which the Covered Person is required to pay for Covered Services. When applicable, Cost Shares can be in the form of copayments, Coinsurance and/or Deductibles.

Covered Person: The term Covered Person means an Eligible Person as defined in the Eligibility Section, who has been accepted for membership under this Benefit Program and in whose name a membership identification card is issued.

Covered Service: The term Covered Service means diagnosis, care, treatment or supplies that are:

1. described in this Summary Booklet and listed in the Schedule of Benefits;
2. performed by a Dentist; and
3. not described as exclusions or limitations throughout this Summary Booklet.

Dental Consultant: The term Dental Consultant means a Dentist who has agreed to provide consulting services in connection with a covered dental treatment or service.

Dental Emergency: The term Dental Emergency means acute pain or a condition requiring immediate treatment of the oral condition but does not produce a definitive cure including, but not limited to, any diagnostic and palliative procedures to:

1. stop bleeding;
2. open and clean an infection; and/or
3. relieve pain.

Dentist: The term Dentist means any licensed Dentist (D.D.S., D.M.D.) who is actively engaged in the practice of Dentistry, including but not limited to the following:

1. Endodontist: a Dentist whose practice is limited to treating disease and injuries of the pulp and associated periradicular conditions.
2. Periodontist: a Dentist whose practice is limited to the treatment of diseases of the supporting and surrounding tissues of the teeth.
3. Prosthodontist: a Dentist whose practice is limited to the restoration of the natural teeth and/or the replacement of missing teeth with artificial substitutes.

Dentistry: The term Dentistry (Dental Care) means:

1. the diagnosis and treatment of diseases or lesions of the mouth and surrounding and associated structures;
2. replacement of lost teeth by artificial ones;
3. the diagnosis or correction of malposition of the teeth; or
4. the furnishing, supplying constructing, reproducing or repairing any prosthetic denture, bridge appliance or any other structure to be worn in the mouth; or the placement or adjustment of such appliance or structure in the human mouth.

Dependent: The term Dependent means an Eligible Dependent as defined in the Eligibility Section of this Summary Booklet.

Description of Benefits: The term Description of Benefits means the document which describes for the Employer the Benefit Program.

Effective Date: The term Effective Date means the date upon which the Covered Person is eligible to receive benefits under the Benefit Program as provided in the Eligibility Section.

Eligibility: The term Eligibility means qualifying for coverage according to the Summary Booklet's description of Eligible Person or Eligible Dependent.

Experimental or Investigational: The term Experimental or Investigational means services or supplies which include, but are not limited to, any diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies which are determined in the sole discretion of consultants designated by Anthem BCBS to be Experimental or Investigational.

In making its determination, Anthem BCBS will deem a service or supply to be Experimental or Investigational if it satisfies one or more of the following criteria:

1. The service or supply does not have final approval by the appropriate government regulatory body or bodies, or such approval for marketing has not been given at the time the service or supply is furnished; or
2. ~~A written informed consent form for the specific service or supply being studied has been reviewed and/or has been approved or is required by the treating facility's Institutional Review Board, or other body serving a similar function or if federal law requires such review and approval; or~~
3. The service or supply is the subject of a protocol, protocols or clinical trial study, or is otherwise under study in determining its maximum tolerated toxicity dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Notwithstanding the above, services or supplies will not be considered Experimental if they have successfully completed a Phase III clinical trial of the Federal Food and Drug Administration, for the illness or condition being treated, or the diagnosis for which it is being prescribed.

In addition, a service or supply may be deemed Experimental or Investigational based upon:

1. Published reports and articles in the authoritative medical, scientific and peer review literature; or
2. The written protocol or protocols used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Maximum Allowable Amount: The term Maximum Allowable Amount means for each of the following:

1. **Participating Dentist:** Except as otherwise provided by law, an amount agreed upon by Anthem BCBS and a Participating Dentist as full compensation for Covered Services provided to a Covered Person. When applicable, it is the Covered Person's obligation to pay Cost Share as a component of this Maximum Allowable Amount. The amount Anthem BCBS will pay on behalf of Employer for Covered Services will be the Maximum Allowable Amount or the billed charges, whichever is lower.
2. **Non-Participating Dentists:** Except as otherwise required by law, a reasonable amount as determined by Anthem BCBS, after consideration of such industry cost, reimbursement and utilization data and indices, as Anthem BCBS deems appropriate in its discretion, which is assigned as reimbursement for Covered Services provided to a Covered Person or an amount negotiated with a Non-Participating Dentist for Covered Services provided to a Covered Person. The amount Anthem BCBS will pay for Covered Services on behalf of Employer will be the Maximum Allowable Amount or the billed charges, whichever is lower.

It is the Covered Person's obligation to pay Cost Shares as a component of this Maximum Allowable Amount and amounts in excess of the Maximum Allowable Amount. Please note that the Maximum Allowable Amount may be greater or less than the Participating Dentist's or Non-Participating Dentist's billed charges for the Covered Service.

Anthem BCBS shall have discretionary authority to establish, as it deems appropriate, the Maximum Allowable Amount under the Benefit Program.

Medically Necessary Care (Medically Necessary or Medical Necessity): The term Medically Necessary Care (Medically Necessary or Medical Necessity) means services, supplies or treatment rendered by a Provider which, in the judgment of Anthem BCBS, is or are:

1. appropriate for, and consistent with, the symptoms and proper diagnosis or treatment of the Covered Person's condition, illness, disease or injury;
2. provided for, and consistent with, the proper diagnosis, or the direct care and treatment of the Covered Person's condition, illness, disease or injury;
3. in accordance with all applicable professional and legal standards for the rendition of health care pertaining to the Provider in the State of Connecticut or to the particular services rendered to the Covered Person;
4. the most appropriate supply or level of service that can safely be provided to the Covered Person and which cannot be omitted under the professional standards referenced in 3., above;
5. not Experimental or Investigational;
6. not primarily for the convenience of the Covered Person, the Covered Person's family or the Provider; and
7. not a part of or associated with the scholastic education or vocational training of the patient.

Medicare: The term Medicare means the program of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

Member: The term Member means either the Covered Person or an Eligible Dependent.

Non-Participating Dentist: The term Non-Participating Dentist means any appropriately licensed Dentist who is not a Participating Dentist under the terms of this Benefit Program.

Open Enrollment Period: The term Open Enrollment Period means the period of time during which an employer group allows employees to select group dental coverage.

Participating Dentist: The term Participating Dentist means any appropriately licensed Dentist designated and accepted as a Participating Dentist by Anthem BCBS to provide Covered Services to Covered Persons under the terms of this Benefit Program.

Plan: The term Plan means any plan which provides benefits or services for hospital, medical/surgical, or other health care diagnosis treatment on a group basis. Examples of group plans include but are not limited to: group or fraternal blanket insurance; group practice; individual practice; other Blue Cross and/or Blue Shield Plans; labor-management trustee plan; union welfare plan; employer organization plan; or employee benefit organization plan.

Prior Authorization (Prior Authorized): The term Prior Authorization (Prior Authorized) means that prior approval has been obtained from Anthem BCBS, which enables a Member to receive benefits for certain Covered Services.

Proof: The term Proof means any information that may be required by Anthem BCBS in order to satisfactorily determine a Covered Person's Eligibility or compliance with any provision of this Benefit Program.

Prosthetic Device: The term Prosthetic Device means any device or appliance replacing one or more missing teeth and/or required associated structures.

Provider: The term Provider means any appropriately licensed or certified health care professional providing health care services or supplies which are Covered Services under the terms of this Benefit Program.

Rider: The term Rider means an additional benefit of this Benefit Program, which has been purchased by the Employer Group.

Summary Booklet: The term Summary Booklet means this document provided to each Covered Person which describes the benefits, terms and conditions applicable to the Benefit Program.

Totally Disabled: The term Totally Disabled means that because of an injury or disease the Covered Employee is unable to perform the duties of any occupation for which the Covered Employee is suited by reason of education, training or experience.

A Dependent will be considered Totally Disabled if because of an injury or disease he or she is unable to engage in substantially all of the normal activities of persons of like age and sex in good health.

Anthem BCBS will determine if a Covered Person is Totally Disabled under the terms of this Benefit Program. The Covered Employee will provide proof of continued disability if Anthem BCBS requests it.

Treatment Plan: The term Treatment Plan means a written report showing the diagnosis and recommended treatment of any dental disease, defect or injury prepared for a Covered Person by a Dentist as a result of any examination made by such Dentist while the Covered Person is covered under this Benefit Program. A Treatment Plan for pre-determination of benefits may be submitted if the anticipated Covered Services in a course of treatment exceed \$200.

ELIGIBILITY

A. **ELIGIBLE PERSON**. An Eligible Person is:

1. a current employee who is employed full time, defined as working at least 30 hours a week on a regularly scheduled basis (unless otherwise mutually agreed upon by Anthem BCBS and the Employer) and who is Actively At Work on the date Eligibility for benefits for Covered Services is to be effective, or
2. a current employee who is not Actively At Work due to a work related injury and the employee is receiving Worker's Compensation benefits under the former employer's Worker's Compensation plan, or
3. a former employee who elects to continue enrollment as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or under the Connecticut Continuation Rights, C.G.S. 38a-554, or
4. a retiree of the Employer who meets the Employer's criteria for Eligibility for group coverage, who is entitled to group health coverage under a trust agreement or comparable agreement and who is eligible for benefits for Covered Services under this Benefit Program by mutual agreement of Anthem BCBS and the Employer.

B. ELIGIBLE DEPENDENT. An Eligible Dependent is:

1. the lawful spouse of the Eligible Person under a legally valid, existing marriage, or
2. the unmarried, under age 19, Dependent child of the Eligible Person or lawful spouse, including a stepchild, a child legally placed for adoption and a legally adopted child, or
3. the unmarried, under age 19, Dependent child for whom the Eligible Person or lawful spouse has been appointed by the court as legal guardian or for whom the Eligible Person or lawful spouse has been designated as the responsible party under a Qualified Medical Child Support Order (QMCSO), or
4. a newborn infant of a Eligible Person or enrolled Dependent shall be eligible for benefits for Covered Services from birth through age 31 days under the Benefit Program of their parent, subject to any applicable managed care or managed benefits provisions of this Description of Benefits. An infant age 32 days or over who meets the criteria in B.2 or B.3 is eligible for benefits for Covered Services as a Dependent child, or
5. the unmarried, Dependent child or a Eligible Person or lawful spouse who: meets the criteria in B.2 or B.3 above; is under 19 years of age; and is a full-time student at a recognized college, university or trade school for whom Anthem BCBS may require yearly proof of student status. The term recognized college, university or trade school means that the college, university or trade school is accredited by its corresponding trade or professional organization or approved by the Connecticut State Department of Education or Public Health or equivalent licensing departments in other states, or
6. the unmarried, disabled Dependent child of the Eligible Person or lawful spouse. Disabled means that the child is incapable of sustaining employment by reason of physical or mental handicap. The disabled child may continue as a Dependent beyond the age limit set forth in this Benefit Program provided:
 - (a) proof of disability is submitted and accepted by Anthem BCBS within 31 days of the date the child's Eligibility for benefits for Covered Services would have terminated in the absence of such disability for whom Anthem BCBS may require proof of disability no more than annually thereafter; and
 - (b) the child became disabled prior to the age limit for a Dependent child set forth in the Benefit Program under which the child was eligible for benefits for Covered Services; and
 - (c) the child had comparable coverage as a Dependent at the time of application for Eligibility for benefits for Covered Services under this Benefit Program.

The Dependent child age limits shall be extended beyond the aforementioned ages if Anthem BCBS and Employer have mutually agreed upon such an extension.

Qualified Medical Child Support Orders (QMCSO) – A Dependent child may become eligible for benefits for Covered Services as a consequence of a domestic relations order issued by a state court to a divorced parent who is a Covered Person. Enrollment may be required even in circumstances in which the child was not previously enrolled under this Benefit Program and might not otherwise be eligible for coverage. For further information concerning medical child support orders and the employer's group's procedures for implementing such orders, the Covered Person should contact the employer's group benefits coordinator or the administrator of the employer group's health care benefits Plan.

C. INITIAL DATE OF ELIGIBILITY AND EFFECTIVE DATE

1. If an annual Open Enrollment Period is mutually agreed to by Anthem BCBS and the Employer, applications from Eligible Persons and their Dependents shall be effective as of the Benefit Program renewal date provided such applications are submitted and accepted by Anthem BCBS in advance of the renewal date. Applications received or accepted after the renewal date shall not be considered until the next annual Open Enrollment Period.
2. Applications from newly Eligible Persons and newly Eligible Dependents may be submitted in advance of the initial date of Eligibility; however, benefits for Covered Services shall not be effective prior to the initial date of Eligibility. Applications received or accepted by Anthem BCBS more than 31 days from the initial date of Eligibility shall not be considered until the next annual Open Enrollment Period.

The initial date of Eligibility of newly Eligible Persons and newly Eligible Dependents are as follows:

- (a) New hires and their Dependents are initially eligible on the first of the month following the employee's completion of 30 days of being Actively At Work (unless a different waiting period has been mutually agreed upon by Anthem BCBS and the Employer).
 - (b) New spouses and new stepchildren are initially eligible the first of the month following the date of the marriage of the new spouse to the Eligible Person provided Anthem BCBS receives an application for coverage. Anthem BCBS must receive an application for coverage within 30 days of the marriage.
 - (c) Newborn children of the Eligible Person or lawful spouse are initially eligible as of the moment of birth. For coverage to continue beyond the first 31 days of life, Anthem BCBS must receive an application for coverage within 31 days of the child's birth.
 - (d) Newly adopted children and children placed for adoption are initially eligible as of the date they enter the household of the Eligible Person or lawful spouse. For coverage to continue beyond the first 31 days following placement, Anthem BCBS must receive an application for coverage within 31 days of placement.
 - (e) Dependent children for whom the Eligible Person or lawful spouse has been appointed by a court of law as legal guardian or the responsible party under a Qualified Medical Child Support Order are initially eligible as of the date the court order is in effect. For coverage to continue beyond the first 30 days following the appointment, Anthem BCBS must receive an application for coverage within 30 days of the date the court order is in effect.
7. A Covered Person shall complete and submit to Anthem BCBS such applications or other forms or statements as Anthem BCBS may reasonably request. A Covered Person guarantees that all information contained therein shall be true, correct and complete to the best of the Covered Person's knowledge and belief and the Covered Person accepts that all rights to benefits under this Benefit Program are conditional upon said guarantees. No statement by the Covered Person in his or her application shall void Eligibility or be used in any legal proceeding unless such application or an exact copy thereof is included in or attached to any evidence of coverage.

D. ELIGIBILITY REQUIREMENTS

1. The Employer agrees that retroactive credits, additions, deletions or refunds must be approved by Anthem BCBS.
2. The Employer agrees upon request to furnish to Anthem BCBS such information as may be required for underwriting review and to permit an audit of employment records by Anthem BCBS representatives to ensure compliance with underwriting requirements.
3. C.G.S. Section 38a-541 requires that when both the Eligible Person and spouse are employed by the same employer and by reason of employment both participate in the group insurance plan, the benefits described in this Summary Booklet will be available to each spouse both as a dependent and as an employee. In no event shall benefits provided under this Benefit Program exceed 100% of charges for covered expenses or services.
4. If the Covered Person is not Actively At Work on the date upon which coverage would otherwise become effective for the Covered Person, the Effective Date of coverage for the Covered Person and Dependents will be deferred until the date that the employee is Actively At Work. Benefits under this Plan for the employee and any Dependents are effective for all Covered Services except those for which a prior fully-insured health plan is responsible to provide.
5. Anthem BCBS has the right to terminate this Benefit Program pursuant to the General Provisions Section of this Summary Booklet if the Employer at any time does not meet the Eligibility Requirements.

SCHEDULE OF ELIGIBILITY

ELIGIBLE DEPENDENTS: **UNMARRIED CHILDREN 19 YEARS AS LIMITING AGE**

SCHEDULE OF DENTAL BENEFITS

BENEFITS

Full Service – Full Service Basic Benefits – 100% of the Maximum Allowable Amount

COVERED SERVICES

Oral examination, including Treatment Plan

Bitewing x-rays – 1 series of 2 per Covered Person per Calendar Year

Periapical x-rays

Topical fluoride application for

Covered Persons under age 19 – 2 per Covered Person per Calendar Year

Prophylaxis, including scaling and polishing – 2 per Covered Person per Calendar Year

Relining of dentures – 1 per Covered Person in any 2 consecutive years

Repairs of broken, removable dentures – 1 repair per Covered Person per Calendar Year

Palliative emergency treatment

Routine fillings consisting of silver amalgam
and tooth color materials; including stainless
steel crowns (primary teeth)* - 1 per tooth surface in any consecutive 12 month period

Simple extractions**

Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the Covered Person is not covered by Rider A – Additional Basic Benefits.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the Covered Person is not covered by Rider A – Additional Basic Benefits.

PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer the lesser of the Participating Dentist's usual charge or the Maximum Allowable Amount as determined by Anthem BCBS. The Participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the Covered Person except as otherwise specified in this Section.

NON-PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer the Maximum Allowable Amount as determined by Anthem BCBS. The Covered Person is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

DENTAL BENEFITS

Subject to the Exclusions, Conditions and Limitations and Schedules of Eligibility and Benefits of this Summary Booklet, a Covered Person is entitled to benefits for Covered Services as described in this Dental Benefits Section for Medically Necessary Care when prescribed or ordered by a Dentist. These Dental Benefits apply separately to each Covered Person.

The following provisions apply to the Dental Benefits under this Plan only when reflected on your Schedule of Benefits. Please refer to your Schedule of Benefits to confirm that the following dental services are Covered Services.

A. DENTAL PROVISIONS

The dental services listed in the Schedule of Benefits are subject to the following qualifications:

1. Initial Oral Examination, Diagnosis and Full Mouth Series of X-rays or Panoramic X-ray with or without Bitewings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any three consecutive Calendar Years.

2. Topical Fluoride Application for Covered Persons under age 19, Routine Oral Examination and Prophylaxis – Anthem BCBS will provide benefits on behalf of Employer for two visits per Covered Person per Calendar Year.
3. Bitewing X-rays – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per Calendar Year for a series of two bitewing x-rays.
4. Periapical X-rays - Anthem BCBS will provide benefits on behalf of Employer.
5. Prophylaxis (cleaning) or Periodontal Maintenance Procedure, including oral hygiene instruction: twice per Covered Person per Calendar Year. Benefits for Covered Services will not be provided for a combination of more than two maintenance procedures in the same Calendar Year.
6. Relining of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any two consecutive Calendar Years for a denture reline. Anthem BCBS will not provide benefits on behalf of Employer for a denture reline within the first twelve months following placement.
7. Repair of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any one Calendar Year for a simple denture repair. Anthem BCBS will not provide benefits on behalf of Employer for extensive reconstruction or for the addition of teeth to an existing denture, unless the Covered Person is enrolled in Rider B – Prosthodontics. Anthem BCBS will not provide benefits on behalf of Employer for a denture repair within the first twelve months following replacement.
8. Palliative Emergency Treatment – Anthem BCBS will provide benefits on behalf of Employer for the following services, when rendered on a non-scheduled, emergency basis (not payable when other services are performed on the same date):
 - Placement of sedative dressings;
 - Treatment of acute oral infections;
 - Prescribing of drugs for pain and/or infection;
 - Opening of pulp chamber to relieve pain (not part of endodontic procedure).
9. Fillings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per tooth surface in any consecutive twelve-month period.
10. Stainless Steel Crowns – Anthem BCBS will provide benefits on behalf of Employer for stainless steel crowns placed on primary teeth.
11. Endodontics, including Pulpotomy and Direct Pulp Capping and Root Canal Treatment – Anthem BCBS will provide benefits on behalf of Employer for pulpotomy and direct pulp capping but not when a root canal or extraction is performed on the same tooth within three months. Anthem BCBS will provide benefits on behalf of Employer for root canal treatment once per tooth root in a Covered Person's lifetime.

B. OTHER PROVISIONS

1. If, during the course of treatment, a case is transferred from one Dentist to another Dentist or if more than one Dentist renders services for one procedure, Anthem BCBS will pay on behalf of Employer only the amount it would have paid if one Dentist had rendered the service.
2. Anthem BCBS reserves the right to review any of the service(s) on a submitted claim to determine which service(s) is/are Covered Services, which service(s) is/are eligible for reimbursement and the applicable amount of reimbursement for such Covered Service(s).

DENTAL – ADDITIONAL BASIC BENEFITS (RIDER A)

It is agreed this Benefit Program is amended as follows:

- A. In addition to the services listed in the Schedule of Dental Benefits, Anthem BCBS will provide benefits on behalf of Employer for the following:

Inlays (not part of bridge)	1 per tooth every 5 Calendar Years
Onlays (not part of bridge)	1 per tooth every 5 Calendar Years
Crowns (not part of a bridge)	1 per tooth every 5 Calendar Years
Space Maintainers	
Oral surgery consisting of:	
• Fracture and dislocation treatment;	
• Diagnosis and treatment of cyst and abscesses;	
• Surgical extractions and impaction; and	
• Apicoectomy.	

- B. The dental services listed above are subject to the following qualifications:

Individual crowns, inlays and onlays – Anthem BCBS will provide benefits on behalf of Employer for these procedures only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by Anthem BCBS.

Anthem BCBS will not provide benefits on behalf of Employer for a replacement which is provided less than five years following a placement or replacement which was covered under this Benefit Program. Anthem BCBS will not provide benefits for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

- C. If the Covered Person is not covered under this Benefit Program by the Dental Prosthodontics – Rider B, benefits on behalf of Employer will be provided for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth. (Anthem BCBS will make that determination on behalf of Employer.):

One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.

No benefits will be provided for the tooth replacements.

Space maintainers – Benefits will be provided for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Benefits will be provided for up to two devices per Covered Person per lifetime.

PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer the lesser of 50% of the Dentist's usual charge or 50% of the Maximum Allowable Amount as determined by Anthem BCBS on behalf of Employer. The Participating Dentist will accept the allowance upon which the payment is based as payment in full and will make no additional charge to the Covered Person except for the remaining Coinsurance balance.

NON-PARTICIPATING DENTIST BENEFITS

Anthem BCBS will pay on behalf of Employer 50% of the Maximum Allowable Amount as determined by Anthem BCBS. The Covered Person is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Except as amended, this Benefit Program remains unchanged.

EXCLUSIONS, CONDITIONS AND LIMITATIONS

In addition to the exclusions described in this Section, other exclusions and/or limitations found throughout this Summary Booklet are also applicable.

- A. Anthem BCBS will provide benefits on behalf of the Employer only for services: (1) specifically described in this Summary Booklet; (2) rendered or ordered by a Dentist; (3) within the scope of the Dentist's licensure; and (4) which constitutes Medically Necessary Care for the proper diagnosis and treatment of the Member.
- B. Except as specifically provided in this Summary Booklet or in any Rider attached to this Summary Booklet, no benefits will be provided under the Benefit Program for the following:
 1. Duplicate Coverage and Other Third Party Liability
 - a. Workers' Compensation or Coverage Provided by Law: No benefits will be provided for services paid, payable or required to be provided under any Workers' Compensation Laws or which, by law, were rendered without expense to the Member. Anthem BCBS will not enter into any agreement or obligation under which coverage under this Benefit Program is made or is construed to be primary to or in place of any other benefits covered or obtained under a Workers' Compensation Law.
 - b. No-Fault: To the extent permissible by law, no benefits will be provided for services paid, payable or required to be provided as Basic Reparations Benefits under C.G.S. Section 38a-365(a) or similar benefits under any other No-Fault Automobile Insurance Law.
 - c. An uninsured motorist will be considered to be self-insured. Anthem BCBS will not be required to extend benefits which are required to be provided under any No-Fault Automobile Insurance Law to the extent permissible by law.
 - d. Duplicate Coverage: If the Member is enrolled in another Plan, benefits will be subject to the Coordination of Benefits provisions of this Summary Booklet.
 - e. Right of Recovery: To the extent permissible by law, Anthem BCBS shall have a right of reimbursement for benefits provided under the terms of this Benefit Program where the Member exercises rights of recovery against third parties. The Member shall execute and deliver such instruments and take such other actions as Anthem BCBS shall require to implement this provision. The Member shall do nothing to prejudice the rights given to Anthem BCBS by this provision without its consent.
 - f. Medicare: If a Member is eligible for Medicare, and still covered under this Benefit Program, Anthem BCBS will provide the benefits of this Benefit Program, except as required by law. However, these benefits will be reduced to an amount which, when added to the benefits received pursuant to Medicare, may equal, but not exceed the actual charges for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare.
- C. ~~Services Specifically Excluded: Anthem BCBS will provide on behalf of the Employer only the benefits which are described in this Summary Booklet. Benefits which are not provided include, but are not limited to:~~
 1. House calls;
 2. Any services for or related to the diagnosis, care or treatment of temporomandibular joint Dysfunction (TMJ or TMD);
 3. Orthognathic surgery;

4. Use of any Experimental or Investigational diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies. Any service associated with or as follow-up to any of the above is not a Covered Service;
5. Replacement of Prosthetic Devices due to loss or theft;
6. Application of sealants, regardless of reason unless otherwise specified. If the policy specifies coverage, sealants will only be covered on non-carious, permanent first and second molars;
7. General anesthesia (deep sedation) and intravenous sedation;
8. Any hospital or inpatient facility fee resulting from services performed in a hospital or inpatient facility;
9. Cosmetic surgery or services performed solely to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma;
10. Any services for or related to a self-inflicted injury;
11. Any services for or related to an injury or condition for which benefits exist under Worker's Compensation or occupational disease;
12. Any services for or related to a dental treatment which is provided by a federal or state agency;
13. Benefits for services resulting from war or any act of war, whether declared or undeclared, or while in the armed forces of any country;
14. Benefits for services which are covered under Medicare or the Social Security Act;
15. Any service or supply performed without functional or pathological need;
16. Myofunctional therapy;
17. Removal of third molar (wisdom teeth) where there is no evidence of disease;
18. Any supplies intended for home use (e.g. toothbrush, dental floss, mouthwash, irrigators);
19. Any services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group;
20. Any services for which the Member incurs no liability, or which are services of a type ordinarily performed by a physician (M.D.), or charges which would not have been made if insurance was unavailable;
21. Any services related to congenital malformations, deformities and deficiencies;
- ~~22. Any services, treatment or supplies furnished by or at the direction of any government, state or political subdivision.~~
23. Lost or stolen dentures or denture duplication;
24. Gold foil restorations;
25. Temporary appliances and services such as tooth preparations, temporary fillings, bridges and dentures and temporary crown, except as provided in the Dental Benefits;
26. Any services, as determined by Anthem BCBS on behalf of Employer, that are rendered in a manner contrary to accepted dental practice;

27. Any services which are performed due to occlusal wear, erosion, abrasion, and/or surface defects of the teeth or to alter or correct vertical dimensions;
28. Implants and/or crowns and fixed bridgework placed on implants;
29. Pins, fillings, build-ups and/or post and cores which are placed under crown or bridge abutments;
30. Any services rendered by a Dentist to himself or herself or services rendered to his or her immediate family including parents, spouse and children;
31. Extensive reconstruction to denture bases involving any attachments and/or complete rebasing;
32. Replacement of fixed or removable Prosthetic Devices which are less than five years old (if Plan specifies coverage for prosthodontics);
33. Prescription drugs;
34. Services or procedures which are not completed prior to the submission of the claim;
35. Periodontal splinting or crowns splinted together for any reason;
36. Space maintainers for any reason other than premature loss of primary teeth;
37. Charges made by other than a Dentist or for dental treatment by other than a Dentist, except in the event of cleaning or scaling of teeth which are performed by a licensed dental hygienist and such treatment is furnished under the supervision and direction of a Dentist;
38. Charges incurred while the Member was not covered under the Benefit Program;
39. Any dental services payable under any other coverage provided under this Benefit Program, or under any other Plan provided by Anthem BCBS or employer of the Member or Dependent in respect to whom such expenses would have otherwise been covered dental benefits under this Benefit Program;
40. Charges incurred for the failure to keep a scheduled appointment with the Dentist;
41. Instruction for oral care such as hygiene or diet;
42. Charges by a Dentist for completing dental forms;
43. Tooth implantation or re-implantation;
44. Tissue biopsy;
- ~~45. Surgical repositioning;~~
46. Vestibuloplasty;
47. Excision of bone tissue;
48. Surgical incisions;
49. Diagnostic casts and photographs;
50. Removable and fixed appliances to control harmful habits (i.e. thumb sucking, tongue thrusting);

51. Occlusal adjustments; or

52. Any items or procedures not specifically listed in this Benefit Program.

Any exclusion above will not apply to the extent that:

1. Coverage is specifically provided by name in this Plan; or
2. Coverage of the charges is required under any law that applies to the coverage.

In addition to the list of dental benefit exclusions above, the following exclusions also apply:

Except as otherwise provided for in this Benefit Program, Anthem BCBS will not provide benefits on behalf of the Employer for services or procedures performed or ordered by a Provider: (1) without regard for specific clinical indications; (2) routinely for groups or individuals; or (3) which are performed solely for research purposes.

Anthem BCBS will not provide benefits for services rendered by a Provider to himself or herself or for services rendered to his or her immediate family including parents, spouse and children.

Anthem BCBS will not provide benefits for any and all expenses related to cosmetic surgery or procedures performed primarily to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma; unless otherwise determined by Anthem BCBS to be Medically Necessary.

Anthem BCBS will not provide benefits for services and supplies which are Experimental or Investigational. Such services or supplies shall include but not be limited to any diagnosis, treatment, procedure, facility, equipment, drugs, drugs usage, devices or supplies which are determined in the sole discretion of consultant(s) designated by Anthem BCBS to be Experimental or Investigational.

Anthem BCBS will not provide benefits for services and supplies (meaning any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies) requiring federal or other governmental agency approval not granted at the time services were rendered.

Anthem BCBS will not provide benefits for services or procedures which have become obsolete or are no longer medically justified as determined by appropriate medical specialties.

No benefits will be provided for Covered Services rendered before the Member's Effective Date under this Benefit Program.

If subject to an approved Treatment Plan in the Schedule of Benefits, only services rendered in accordance with the Treatment Plan are Covered Services.

No benefits will be available for maintenance care which is (1) treatment provided for the Member's continued well-being by preventing deterioration of the Member's chronic clinical condition; and (2) maintenance of an achieved stationary status which is a point where little or no measurable objective improvement in musculoskeletal function is effectuated despite therapy.

Reimbursement of benefits for procedures billed under unspecified Physician's Current Procedural Terminology (CPT) or Dentist's American Dental Association (ADA) codes will be denied.

Anthem BCBS is not obligated for reimbursement of expenses for Covered Services which the Member is not legally required to pay.

EFFECT OF MEDICARE

Covered Services will be changed for any person while eligible for Medicare.

1. Except for, if applicable, any Optional Schedule for Dental Benefits Anthem BCBS will not provide benefits for services rendered to a Member after the last day of the month preceding the month in which he or she reaches age 65, if at the time such services were rendered the Member was eligible to be a beneficiary of Medicare, unless otherwise required by law.
2. Benefits payable under this Benefit Program for services rendered to a Member who, at the time such services were rendered, was a beneficiary of Medicare, will be reduced to an amount which, when added to the benefits received pursuant to Medicare, may equal, but not exceed, the actual charge for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare unless otherwise required by law.

COORDINATION OF BENEFITS

All benefits provided under this Benefit Program are subject to Coordination of Benefits as described in this Section.

Definitions

In addition to the defined terms listed in the Definitions Section of this Summary Booklet, the following terms and amendments also apply:

Claim Determination Period: The term Claim Determination Period means a Calendar Year. This period will not begin before or extend after the period in which a Member was covered by this Benefit Program.

Covered Service: For the purposes of this Section, the meaning of Covered Service is amended to include services covered in whole or in part under any Plan in which a Member is enrolled. The reasonable cash value of each Covered Service will be deemed the benefit. Benefits payable under other Plans include benefits that would have been payable if a claim had been made.

Plan: For the purposes of this Section, the meaning of Plan is amended to include a description of how it is applied. The term Plan is applied separately, with respect to each arrangement for benefits or services and to that portion of any arrangement which reserves the right to take the benefits or services of other Plans into consideration, in the determination of benefits, whole or in part.

CONDITIONS AND RULES FOR COORDINATION OF BENEFITS

- A. For Covered Services received during any Claim Determination Period, payable under this Benefit Program and any other Plan, the following conditions apply:
 1. Anthem BCBS will reduce its benefit payment under the Benefit Program by the amount in which payable benefits exceed the charges for Covered Services.
 2. If another Plan contains a provision of coordination of its benefits with this Benefit Program such that the benefits of this Benefit Program are to be determined first, Anthem BCBS will pay benefits on behalf of the Employer according to this Benefit Program rules without regard to the other Plan's benefits.
 3. Benefits are payable first, according to the following rules, when the benefits of a Plan cover a Member as:
 - a. other than a Dependent.
 - b. as a Dependent of a person whose date of birth, month and day, excluding year of birth, occurs earlier in the Calendar Year. If both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.

The use of the earlier birthday will apply except when the Member is a child Dependent of divorced or separated parents in which a court decree or custody overrides this rule.

- c. as the child Dependent of a Member to which a court decree places the financial responsibility for medical, dental and other health care.
 - d. as the child Dependent of a Member with custody of the child, in the event of no court decree and no remarriage of the Member.
 - e. as the child Dependent of a Member with custody who has remarried, the following benefit priority applies: the Member (parent with custody), the stepparent (spouse of Member with custody); then the parent without custody.
4. When the determination for payment of benefits cannot be clearly made based on rules 3.a. through e. above, the following rule of duration applies:

Benefits are payable first under this Benefit Program if the benefits of this Summary Booklet covered the Member whose expense the claim is based on for the longer period of time, except when this Benefit Program covers Members who are laid-off or retired.

5. If another Plan has no provision relating to the order of benefit determination, the benefits under that Plan will be determined before the benefits under this Benefit Program. If another Plan does contain rules relating to the order of benefit determination, but such rules do not establish the same order of benefit determination rules as this Benefit Program, then the benefits under that Plan will be determined before the benefits under this Benefit Program, unless under the benefit determination rules of both this Benefit Program and that Plan, the Benefit Program's benefits are determined first. If another Plan provides that its benefits are "excess" or "always secondary" and if this Benefit Program is determined to be secondary under this Benefit Program's coordination of benefit provisions, the amount of benefits payable under this Benefit Program shall be determined on the basis of this Benefit Program being secondary.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

Information is obtained or released in the determination and implementation of the Coordination of Benefits Section of this Benefit Program, or that of another Plan. Anthem BCBS may, without notice to the Member and without the Member's consent, release or obtain information which Anthem BCBS feels is necessary from another Plan, organization, or person. Any Member claiming benefits under this Benefit Program must furnish information to Anthem BCBS that Anthem BCBS determines it necessary for the Coordination of Benefits.

FACILITY OF PAYMENT

Whenever payments should have been made under this Benefit Program in accordance with this provision, but the payments have been made under another Plan, Anthem BCBS has the right to pay on behalf of the Employer to those organizations making the other payments any amounts Anthem BCBS determines to be warranted to satisfy the intent of this provision. Amounts paid will be deemed to be benefits paid under this Benefit Program and to the extent of the payment for Covered Services, Anthem BCBS will have fully discharged its obligations on behalf of the Employer under this Benefit Program.

RIGHT OF RECOVERY

1. Whenever Anthem BCBS has made payments on behalf of the Employer for Covered Services in excess of the Maximum Allowable Amount of payment necessary at that time to satisfy the intent of this provision, irrespective of to whom paid, Anthem BCBS has the right to recover the excess payment from one or more of the following: any persons to or for whom such payments were made, any insurance companies or any other organizations.
2. The Covered Employee personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever else is necessary to secure Anthem BCBS's rights to recover

excess payments. The Covered Employee's failure to comply may result in a withdrawal of benefits already provided or a denial of benefits requested.

GENERAL PROVISIONS

BENEFITS TO WHICH MEMBERS ARE ENTITLED

1. Anthem BCBS's sole obligation is to administer, on behalf of the Employer, the benefits specified in this Benefit Program.
2. No person other than a Member is entitled to receive benefits under the Benefit Program. All benefits (including payments) due or to become due are personal to the Member and are not assignable or transferable by the Member to any other person.
3. Benefits for Covered Services specified herein will be provided only for services and supplies that are rendered by a Provider and regularly included in such Provider's charges.

RECORDS OF MEMBERS ELIGIBILITY AND CHANGES IN MEMBER ELIGIBILITY

1. Clerical errors or reasonable delays in recording or reporting dates will not invalidate coverage which would otherwise be in force or continue coverage which would otherwise terminate.

TERMINATION OF MEMBER'S COVERAGE UNDER THE BENEFIT PROGRAM

1. A Dependent child will cease to be covered under this Benefit Program on the first of the month following the month in which he or she:
 - a. marries; or
 - b. is no longer dependent on the Covered Employee for support; or
 - c. reaches the limiting age allowed under the Benefit Program unless the child is physically or mentally handicapped; or
 - d. reaches the limiting age allowed for a full-time student at a recognized college, university or trade school; or whichever event occurs first.

It is the sole responsibility of the Covered Employee to notify Anthem BCBS of any change in a Dependent's status.

- ~~2. A Dependent spouse will cease to be covered under this Benefit Program upon the first day of the month following a divorce or annulment.~~
3. Termination of the Agreement between Employer and Anthem BCBS automatically terminates all of the Covered Person's coverage in accordance with the terms of said Agreement.

CONTINUATION OPTIONS

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) P.L. 99-272

1. Members in groups subject to the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272 (COBRA) may continue membership in this Benefit Program to the extent permitted by law. The Employer is responsible for notifying the Member regarding whether the Employer or Anthem BCBS will be administering the program. Coverage shall also be available to a child born to or placed for adoption with the Member while the Covered Person is continuing coverage pursuant to COBRA.
 - a. Continuation of coverage for up to 36 months shall be available for an enrolled Dependent following:
 - (i) The death of the Covered Person;
 - (ii) The legal separation or divorce from the Covered Person;
 - (iii) The Covered Person's entitlement for Medicare;
 - (iv) The attainment of the limiting age for an enrolled Dependent child or student.
 - b. Continuation of coverage for up to 18 months shall be available to a Covered Person and his or her enrolled Dependents following:
 - (i) The Covered Person's reduction in work hours;
 - (ii) The Covered Person's voluntary resignation;
 - (iii) Lay-off or termination of the Covered Person for any reason (other than gross misconduct).
2. An additional 11 months shall be available to a Covered Person and an enrolled Dependent who is; determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation of coverage under COBRA, or become disabled at any time during the first 60 days of COBRA continuation coverage. The Covered Person or enrolled Dependent must provide notice of the disability determination to Anthem BCBS not later than 60 days after the date of the Social Security Administration's determination and before the end of the initial 18 months of COBRA continuation coverage.

If it is determined that the Member is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following 30 days after the final determination notice.

The continuation of coverage must be equal to the benefits available to currently employed Covered Persons. A Member who is eligible for continuation of coverage must be provided with at least 60 days in which to elect such coverage. A Member's Eligibility for such continuation of coverage ends earlier than the above periods if:

- a. The Member becomes eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition of the Member; or
- b. The premium for continuation of coverage is not paid on time; or
- c. The Member becomes entitled to Medicare benefits; or
- d. The Employer no longer provides group health coverage for any of its employees.

NOTICE OF CLAIM

1. Anthem BCBS will not be obligated to process on behalf of Employer any claim for benefits for Covered Services under the Benefit Program unless proper notice is furnished to Anthem BCBS that Covered Services have been rendered to a Covered Person. Written notice must be given within 60 days after completion of the Covered Services. The notice must include the data necessary for Anthem BCBS to determine benefits. An expense will be considered incurred on the date service or supply was received.

2. Failure to give notice to Anthem BCBS within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will Anthem BCBS be required to accept notice more than two years after Covered Services are received.

RELEASE OF INFORMATION AND CONFIDENTIALITY

Anthem BCBS recognizes the importance of protecting the confidentiality of the Member's medical records. Members may be requested to furnish to Anthem BCBS any information relating to an illness, injury, diagnosis or treatment for which benefits are claimed under this Benefit Program. Anthem BCBS will specify and may be required to specify the nature of the information. Such information shall include, but is not limited to any medical records and medical information including: psychiatric, psychological, nervous mental, substance abuse (e.g. alcohol and drug abuse) and confidential HIV and HIV related information. By obtaining membership under this Benefit Program, the Member agrees to furnish such information to Anthem BCBS and consents to the release of such information and any other information that he or she may have in his or her possession to other entities or persons as may be deemed necessary by Anthem BCBS. Anthem BCBS may have to furnish such information to other entities and persons. Such entities or persons may include, but are not limited to: agents, representative, contractors, subcontractors or affiliates. Before such information is furnished, a receiving person or entity must first agree to keep this information confidential. Generally, a written confidentiality statement will be obtained from such person or entity. The reasons for the disclosure of such information to other entities or persons may include the following: as it relates to an illness, injury, diagnosis or treatment; it is necessary in connection with administering the provisions of this Benefit Program; for use in bona fide medical research and education; for medical, financial or provider auditing, or such other auditing as may be legally required; or it is deemed necessary by Anthem BCBS. When requested, the Member shall furnish to Anthem BCBS any required authorization to enable Anthem BCBS to administer the provisions of this Benefit Program.

LIMITATION OF ACTIONS

No legal action may be taken to recover benefits within 60 days after Notice of Claim has been given as specified above. No legal proceeding may be brought under the Benefit Program after a two-year period from the date services are received.

PAYMENT OF BENEFITS

1. Anthem BCBS is authorized to make payments on behalf of Employer directly to Providers furnishing Covered Services for which benefits are provided under the Benefit Program. However, except as otherwise provided for in any participating agreement, Anthem BCBS reserves the right to make payments on behalf of Employer directly to either the Covered Person or the Covered Employees at Anthem BCBS's discretion. In the absence of a participating agreement, and one parent or custodian who has custody of a minor child Dependent, Anthem BCBS will make payments on behalf of Employer to that custodial parent or custodian in accordance with C.G.S. Section 46b-84(c).
2. Once Covered Services are rendered by a Provider, Anthem BCBS will reject the Member's request not to pay the claims submitted by the Provider. Anthem BCBS will have no liability to any person because of its rejection of the request.
3. The Member must advise the Provider that he or she is covered under the Benefit Program when arrangements for services are made or as soon as reasonably possible thereafter.
4. Anthem BCBS will not routinely issue a benefit payment on behalf of the Employer under the Benefit Program of less than \$1.00 except upon written request from the Member.
5. Whenever Anthem BCBS has made payments for Covered Services on behalf of the Employer either in error or in excess of the Maximum Allowable Amount of payment necessary to satisfy the provisions of the Benefit Program, irrespective of to whom paid, Anthem BCBS has the right on the behalf of the Employer to recover these payments from one or more of the following: any persons to or for whom such payments were made, any

insurance companies or any other organizations. Anthem BCBS's right to recover may include subtracting from future benefit payments the amount Anthem BCBS has paid in error or in excess. The Covered Person personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever else is necessary to secure Anthem BCBS's right on behalf of the Employer to recover any erroneous or excess payments.

MEMBER/PROVIDER RELATIONSHIP

1. The choice of a Provider Network is solely the Employers'.
2. The choice of a Provider is solely the Member's.
3. Anthem BCBS does not furnish Covered Services, but only provides benefits on behalf of Employer for Covered Services received by Covered Persons. Anthem BCBS is not liable for any act or omission of any Provider. Anthem BCBS administers the Benefit Program for Employer and has no responsibility for a Provider's failure or refusal to render Covered Services to a Member.
4. The use or non-use of an adjective such as "Participating" or "Non-Participating" in modifying the term Provider is not a statement as to the ability of the Provider.
5. Anthem BCBS does not make medical judgments. Anthem BCBS only administers the benefits available under this Benefit Program on behalf of Employer.
6. Anthem BCBS's sole obligation is to administer the Benefits Program in accordance with the agreement between Anthem BCBS and Employer. No action at law based upon or arising out of the Provider-patient relationship will be maintained against Anthem BCBS.

AGENCY RELATIONSHIPS

The Employer is the agent of the Member, not Anthem BCBS.

MEMBER RIGHTS

A Member shall have no rights or privileges except as specifically provided in this Benefit Program.

MEMBER APPEAL/GRIEVANCE PROCESS

Appeal/Grievance Process for Utilization Review Determinations

The Appeal/Grievance process applies to any utilization review determination under this Benefit Program including, but not limited to, pre-certification, Prior Authorization or concurrent review. It is available to the Covered Person, the provider of record or provider, or to the duly authorized representative of the Covered Person.

Level I, the Complaint

The first step in the Appeal/Grievance process for utilization review determinations is to contact Member Services/Customer Service. When a Complaint is filed requesting a review of a utilization review determination, the Complaint determination will be communicated as appropriate within 30 days from the date the required information or documentation on the Complaint is received.

Level II, the Appeal

If the Complaint has not been satisfied by following the steps in Level I above, an Appeal review may be requested. The Appeal review request must be sent in writing within 60 days from the date of the notice of the determination made at Level I, the Complaint. The Appeal reviewed request should be mailed to:

**Anthem Blue Cross and Blue Shield
Appeal Committee
370 Bassett Road
P. O. Box 1038
North Haven, Connecticut 06473**

Level III, the Grievance

If the Appeal for a utilization review determination is not satisfactory, a Grievance review may be requested. The Grievance review request must be sent in writing to the Grievance Committee within 60 days from the date of notice of the determination made at Level II, the Appeal. At this time, an in-person presentation, telephonic conference, video conference or conference via other form of acceptable technology may be requested and should be noted in the Grievance request if desired. The written Grievance request should be mailed to:

**Anthem Blue Cross and Blue Shield
Grievance Committee
370 Bassett Road
P. O. Box 1038
North Haven, Connecticut 06473**

During this review process, information regarding rights to make an in-person Grievance presentation, telephonic conference or conference via other form of acceptable technology will be provided.

A written Appeal review request or written Grievance review request should include copies of any additional documentation supporting the Appeal or Grievance.

An Appeal or Grievance determination will be communicated as appropriate in writing within 30 days from the date the required information or documentation on the Appeal or Grievance is received. The determination shall state the decision; the reason for the decision with a citation to provisions of the Benefit Program on which the decision was based, if applicable; and general information about the next step in the Appeal or Grievance process.

In the event of an emergency or life-threatening situation, or when a Covered Person is denied benefits for an otherwise Covered Service on the grounds that it is Experimental and the Covered Person has been diagnosed with a condition that creates a life expectancy of less than two years, an expedited Complaint, Appeal or Grievance review may be requested. A determination will be issued within one (1) business day of receipt of the required documentation on the Complaint, Appeal or Grievance.

After the completion of the previous steps, a Covered Person, the provider of record or provider, or the duly authorized representative of a Covered Person of a self-insured governmental health plan which is not subject to ERISA, may seek information (including the application) regarding an external appeal process administered by the Connecticut Department of Insurance by contacting the State of Connecticut Insurance Department, P. O. Box 816, Hartford, CT 06412 or by calling (860) 297-3910.

This request for an external appeal must be received by the Insurance Department within 30 days from receiving the final, written Grievance determination.

Appeal/Grievance Process for Non-Utilization Review Determinations

This Appeal/Grievance process applies to any non-utilization review determination under this Benefit Program including, but not limited to, Eligibility for benefits, coverage of claims, claim processing and care provided. It is available to the Covered Person, the provider of record or provider, or to the duly authorized representative of the Covered Person.

The Appeal/Grievance process for a non-utilization review determination has time frames for completion which differ from those regarding a utilization review determination. All 3 levels of the Appeal/Grievance process must be completed within 60 days from the date a member files the Level I Complaint, unless the member requests an extension. The filing of a Complaint, Appeal or Grievance for a non-utilization review determination may be communicated orally, electronically or in writing.

Level I, the Complaint

Since most questions concerning this Benefit Program can be resolved informally, the first step in the Appeal/Grievance process for non-utilization review determinations is to contact Member Services/Customer Service. Upon completion of the Compliant review, the determination will be communicated as appropriate.

Level II, the Appeal

If the Covered Person is not satisfied with the Complaint decision, at that time, an Appeal review may be requested. If written, the Appeal review request should be mailed to:

**Anthem Blue Cross and Blue Shield
Appeal Committee
370 Bassett Road, P. O. Box 1038
North Haven, Connecticut 06437-4201**

Level III, the Grievance

If the Covered Person is not satisfied with the Level II Appeal decision, a Grievance review may be requested. At that time, an in-person presentation, telephonic conference, video conference or conference via other form of acceptable technology may be requested. If written, the Grievance review request should be mailed to:

**Anthem Blue Cross and Blue Shield
Grievance Committee
370 Bassett Road, P. O. Box 1038
North Haven, Connecticut 06437-4201**

During this review process, information regarding rights to make an in-person Grievance presentation, telephonic conference or conference via other form of acceptable technology will be provided.

An Appeal review request or Grievance review request should include any additional documentation supporting the Appeal or Grievance. If the Covered Person cannot provide the additional information or documentation within the 60 day time frame to complete all three levels of the Appeal/Grievance process, the Covered Person may request an extension to do so.

An Appeal or Grievance determination will be issued in writing within the required 60-day time frame for completion of all 3 levels of the Appeal/Grievance process, unless the Covered Person requests an extension. The determination shall state the decision; the reason for the decision with a citation to provisions of the Benefit Program on which the decision was based, if applicable; and general information about the next step in the Appeal or Grievance process.

APPENDIX C WAGE/SALARY RATES

Position	Step	Current	Retroactive to 7/1/2023 Market Adjustment		
			\$5.00	7/1/2024 3.00%	7/1/2025 2.50%
Finance Assistant Administrative Assistant B&Z	Probationary	\$22.68	\$27.68	\$28.51	\$29.22
		\$47,174.40	\$57,574.40	\$59,301.63	\$60,784.17
Administrative Assistant Parks & Rec Administrative Assistant Public Works	Step 1	\$24.49	\$29.49	\$30.37	\$31.13
		\$50,939.20	\$61,339.20	\$63,179.38	\$64,758.86
	Step 2	\$26.43	\$31.43	\$32.37	\$33.18
		\$54,974.40	\$65,374.40	\$67,335.63	\$69,019.02
	Step 3	\$27.22	\$32.22	\$33.19	\$34.02
		\$56,617.60	\$67,017.60	\$69,028.13	\$70,753.83
	Step 4	\$28.04	\$33.04	\$34.03	\$34.88
		\$58,323.20	\$68,723.20	\$70,784.90	\$72,554.52
	Step 5	\$28.90	\$33.90	\$34.92	\$35.79
		\$60,112.00	\$70,512.00	\$72,627.36	\$74,443.04

Position	Step	Current	Retroactive to 7/1/2023 Market Adjustment		
			\$5.00	7/1/2024 3.00%	7/1/2025 2.50%
Payroll Accountant	Probationary	24.47	29.47	\$30.35	\$31.11
		50,897.60	61,297.60	\$63,136.53	\$64,714.94
	Step 1	26.31	31.31	\$32.25	\$33.06
		54,724.80	65,124.80	\$67,078.54	\$68,755.51
	Step 2	28.14	33.14	\$34.13	\$34.99
		58,531.20	68,931.20	\$70,999.14	\$72,774.11
	Step 3	28.95	33.95	\$34.97	\$35.84
		60,216.00	70,616.00	\$72,734.48	\$74,552.84
	Step 4	29.87	34.87	\$35.92	\$36.81
		62,129.60	72,529.60	\$74,705.49	\$76,573.13
	Step 5	30.80	35.80	\$36.87	\$37.80
		64,064.00	74,464.00	\$76,697.92	\$78,615.37

Position	Step	Current	Retroactive to 7/1/2023 Market Adjustment		
			\$5.00	7/1/2024 3.00%	7/1/2025 2.50%
Utility Accountant	Probationary	\$31.01	\$36.01	\$37.09	\$38.02
		\$64,500.80	\$74,900.80	\$77,147.82	\$79,076.52
Senior Accountant-new position	Step 1	\$32.95	\$37.95	\$39.09	\$40.07
Purchasing Agent-new position		\$68,536.00	\$78,936.00	\$81,304.08	\$83,336.68

	Step 2	\$34.87	\$39.87	\$41.07	\$42.09
		\$72,529.60	\$82,929.60	\$85,417.49	\$87,552.93
	Step 3	\$35.64	\$40.64	\$41.86	\$42.91
		\$74,131.20	\$84,531.20	\$87,067.14	\$89,243.81
	Step 4	\$37.07	\$42.07	\$43.33	\$44.42
		\$77,105.60	\$87,505.60	\$90,130.77	\$92,384.04
	Step 5	\$38.19	\$43.19	\$44.49	\$45.60
		\$79,435.20	\$89,835.20	\$92,530.26	\$94,843.51

APPENDIX D DRUG AND ALCOHOL POLICY



THE CITY OF GROTON
Mayor Marian Galbraith
295 Meridian Street
Groton, CT 06340-4012
(860) 446-4101 work
(860) 445-4058 fax
Approval Date: June 7, 2012

CITY POLICY: Drug and Alcohol Policy

I. INTRODUCTION

The City of Groton maintains a policy against drug and alcohol use and/or abuse by its employees. In keeping with our efforts to promote health and safety and protect the interests of our employees, the public, and the City, we do not allow anyone to use, possess, sell, manufacture, purchase or be under the influence of alcohol, illegal drugs, intoxicants or controlled substances at any time on City premises in City vehicles or while on City business. Furthermore, the involvement of employees in these activities off the job raises significant concerns for the City that may result in disciplinary action.

II. PROHIBITED ACTS

The following rules and standards of conduct apply to all employees. The following are illegal activities prohibited by the City:

1. Possession, use, or being under the influence of an illegal drug while on the job or on City-owned or occupied premises. Being under the influence of alcohol, intoxicant or controlled substance while on the job;
2. Driving a vehicle on City business while under the influence of alcohol or an illegal drug, intoxicant or controlled substance;
3. Distributing, selling, manufacturing or purchasing or attempting to distribute, sell, manufacture, or purchase an illegal drug or controlled substance during working hours or while on City-owned or occupied premises;
4. Testing positive on a required or requested drug or alcohol test or screen;
5. Refusing either to take or to release information regarding a required or requested drug or alcohol test or screen;
6. Conviction on a charge of sale, distribution, manufacturing or attempted sale, distribution, or manufacturing, or possession of any illegal drug while on or off duty (off duty conduct nonetheless may be job related and/or reflect adversely on the City); and

7. Violating of any City rule or policy regarding alcohol and drug use.

Employees suspected of violating and/or violating the City's drug and alcohol abuse policy may be removed from the workplace immediately. Violations of these rules and/or standards of conduct may result in disciplinary action, up to and including termination from employment. The City may also bring the matter to the attention of appropriate law enforcement authorities.

III. TESTING PROGRAM

The City may test for alcohol, intoxicants, controlled substances and/or illegal drugs for these, and possibly other, circumstances:

1. After an offer of employment but before the applicant commences employment;
2. Upon promotion to any position in accordance with C.G. S, Section 31-51u;
3. In the event there is an accident involving a City motor vehicle or if there are injuries or damage to property;
4. When reasonable suspicion exists that any employee is under the influence of alcohol or any illegal drug, intoxicant, or controlled substance while on the job, or is otherwise in violation of this policy. Reasonable suspicion means suspicion based on information regarding, among other things, the appearance, behavior, speech, attitude, mood and/or breath odor of any employee;
5. When any employee is found in possession of alcohol or any illegal drug, intoxicant or controlled substance in violation of this policy, or when any of those items are found in an area controlled or used by the employee, such as a desk or locker; and
6. When required by a state or federal law or regulation (e.g. (i) DOT testing); or (ii) for other reasons required by law).

IV. MISCELLANEOUS

1. Employees suspected of possessing alcohol, illegal drugs, intoxicants or controlled substances may be subject to inspection and search, with or without notice. Searching may extend to all City property.
 2. The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair that employee's value to the City. Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well being of others must notify the HR Director and submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness.
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3. The City maintains an Employee Assistance Program ("EAP") which employees and their immediate family members may access for, among other things assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol, drugs, or other personal problems adversely affecting their job performance. EAP is a confidential and free benefit; the cost of treatment, counseling, or rehabilitation resulting from EAP referral will be the responsibility of the employee. Follow up treatment may be covered in part by the City's group health insurance for employees electing such coverage.

When documented job impairment has been observed and identified, a supervisor may recommend or require participation in the EAP; the supervisor will notify the HR Director of any such referral. Any action taken by the supervisor, however, will be based on job performance. Supervisor referrals to the EAP will include employee's release of information consent form to be returned to the supervisor by the EAP provider. Refusal to participate in or failure to complete mandated EAP-directed program will be documented. Self-referral by employees is strongly encouraged. EAP-related activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regards to use of sick leave. Sick leave may be taken as needed.

4. This policy cancels City Policy 8-04 dated August 4, 2004.

Review date: June 7, 2014.

APPENDIX E WORK RULES



THE CITY OF GROTON
Mayor Marian Galbraith
295 Meridian Street
Groton, CT 06340-4012
(860) 446-4101 work
(860) 445-4058 fax

Approval Date: December 12, 2013

CITY POLICY: Work Rules

The City of Groton expects a workplace that is safe and has a pleasant work atmosphere. This can only happen when everyone cooperates and commits to appropriate standards of behavior. These work rules provide a standard of behavior while at work and at sponsored events. Employees shall be responsible for ensuring that they are respectful and not offensive to anyone at work or in attendance at City of Groton sponsored events. These work rules are intended not to restrict an employee but to ensure consistent application of the policies and procedures for all employees.

Workplace Expectations

A working environment built on mutual respect and trust can provide a pleasant work experience for everyone. Employees of the City of Groton are expected to act with honesty, integrity, diligence and courtesy.

Unacceptable Standards

Unacceptable standards include but are not limited to the following:

- Failure to be at the work place, ready to work, at the regular starting time;
- Visiting, loitering, loafing, lounging or sleeping during scheduled working hours unless required by job (Fire);
- Leaving the work area without permission of one's supervisor;
- Receiving or making excessive personal phone calls;
- Absenteeism or tardiness;
- Working unauthorized overtime;
- Stealing property belonging to the City of Groton or a fellow employee;
- Careless acts which result in personal injury, property damage, intent to harm or destroy property or to inflict bodily injury whether or not the destruction actually occurs;
- Fighting or engaging in horseplay or disorderly conduct;
- Refusing or failing to carry out instructions of a supervisor;
- Leaving your work station (except for reasonable personal needs) without the permission of your supervisor;
- Ignoring work duties during working hours;
- Intentionally giving any false or misleading information to obtain a leave of absence;
- Punching another employee's time card or falsifying any record;
- Violating fire protection regulations;
- Willfully or habitually violating safety or health regulations;
- Being tardy or taking unexcused absences from work;
- Not taking proper care of, neglecting or abusing City of Groton equipment and tools;

- Using City of Groton equipment in an unauthorized manner;
- Unauthorized possession of a firearm/weapon while in or on City property or while acting in the capacity of a representative of the City;
- Slowdowns, encouraging violations of rules or behavior that jeopardizes the public trust in the employee;
- Gambling or being part of pools (lottery, football, basketball, baseball, NASCAR, etc.) during working hours;
- Withholding information or making inaccurate statements during an investigation;
- Dishonesty;
- Speaking loudly in the workplace;
- Creating a disturbance in the workplace;
- Using company property or that of another employee in an inappropriate manner;
- Engaging in conduct unbecoming an employee of the City of Groton and/or conduct that appears to reflect badly upon the organization;
- Participating in any action that would in any way interfere with or disturb the normal operation of the organization or that would interfere with the ability of management to manage;
- Failing to obtain or maintain a current license, certification, or other qualification required by law or the City of Groton as a condition of continued employment;
- Aiding or promoting any political committee during working hours;
- Nominating or electing any person to public office while during working hours.

Clothing

Employees are expected to wear clothing appropriate for their job responsibilities. In the office this means professional attire. There are occasions when casual attire is permissible. On Fridays (or the last day of a work week) City of Groton/GU office staff may wear clean jeans without fraying, fading, or holes with a professional shirt. In these cases, employees should wear clothing that is comfortable and practical for work, but not distracting or offensive to others. Clothing that has the company logo is encouraged. Sports team, university and fashion brand names on clothing are generally acceptable. In a business environment, clothing should be neat and clean.

Unacceptable clothing includes but is not limited to the following:

- Any clothing that has words, terms or pictures that may be offensive to other employees;
- Clothing that reveals too much cleavage, the back, the chest, the stomach or underwear;
- Clothing meant for the beach, dance clubs, exercise sessions (with the exception of those employees who are authorized to and are using exercise equipment on City grounds) and sports contests;
- Clothing that is wrinkled, torn, dirty, has holes, is tight fitting, revealing, frayed, ripped or oversized (clothing that gives the appearance of being slovenly or disheveled).

Failure to Follow Work Rules

Employees who fail to follow City policies and/or Departmental rules and procedures could be subject to corrective action or discipline, up to and including termination.

Review date: **December 12, 2015.**

APPENDIX F PERFORMANCE EVALUATION/REVIEW FORM

WHITE COLLAR UNION, CHAPTER 91, CSEA

Name:

Date:

Department:

Job Title:

To take a personal inventory, to pinpoint weaknesses and strengths and to outline and agree upon a practical improvement program. Periodically conducted, these Evaluations will provide a history of development and progress.

Instructions:

Listed below are a number of traits, abilities and characteristics that are important for success in business. Place an "X" mark on each rating scale, over the descriptive phrase that most nearly describes the person being rated.

Carefully evaluate each of the qualities separately.

Two common mistakes in rating are: (1) A tendency to rate nearly everyone as "average" on every trait instead of being more critical in judgment. The rater should use the ends of the scale as well as the middle, and (2) The "Halo Effect", i.e., a tendency to rate the same individual "excellent" on every trait or "poor" on every trait based on the overall picture one has of the person being rated. However, each person has strong points and weak points and these should be indicated on the rating scale.

ACCURACY is the correctness of work duties performed.

Makes frequent errors.	Careless; makes recurrent errors.	Usually accurate; makes only average number of mistakes.	Requires little supervision; is exact and precise most of the time	Requires absolute minimum of supervision; is almost always accurate.
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APTITUDE is the ability to grasp instructions, to meet changing conditions and to solve novel or problem situations.

Slow to "catch on."	Requires more than average instructions and explanations.	Grasps instructions with average ability.	Usually quick to understand and learn.	Exceptionally keen and quick-learning.
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CREATIVITY is talent for having new ideas, for finding new and better ways of doing things and for being imaginative.

Rarely has a new idea. Is unimaginative.	Occasionally comes up with a new idea.	Has average imagination; has reasonable number of new ideas.	Frequently suggests new ways of doing things. Is very imaginative.	Continually seeks new and better ways of doing things; is extremely imaginative.
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ATTENDANCE is regular and punctual on a daily basis.

Often absent without good excuse and/or frequently reports for work late	Lax in attendance and/or reporting for work on time.	Usually present and on time.	Very prompt; regular in attendance.	Always regular and prompt. Accepts overtime when needed.
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HOUSEKEEPING is the orderliness and cleanliness in which an individual keeps his/her work.

Disorderly or untidy.	Some tendency to be careless and untidy.	Ordinarily keeps work area fairly neat.	Quite conscientious about neatness and cleanliness.	Unusually neat, clean and orderly.

DEPENDABILITY is the ability to do required jobs well with a minimum of supervision.

Requires close supervision; is unreliable.	Sometimes requires prompting.	Usually takes care of necessary tasks and completes with reasonable promptness.	Requires little supervision; is reliable.	Requires absolute minimum of supervision.

INITIATIVE is the degree to which an individual goes out of their way to get a job done; one job is completed, moves to the next job or discusses next step with supervisor.

Has poorly defined goals and acts without purpose; puts forth practically no effort.	Sets goals too low. Puts forth little effort to achieve.	Has average goals and usually puts forth effort to reach these.	Strives hard; has high desire to achieve.	Sets high goals and strives incessantly to reach these.

JOB KNOWLEDGE is the information concerning work duties that an individual should know for a satisfactory job performance.

Poorly informed about work duties.	Lacks knowledge of some phases of work.	Moderately informed; can answer most common questions.	Understands all phases of work.	Has complete mastery of all phases of job.

INTERPERSONAL RELATIONS is how an individual works with and assists others.

Does not work with others. Distant and aloof. Blunt and antagonistic.	Sometimes tactless. Works with others after asked. Friendly, once known by others. Will join with team when asked.	Warm, friendly, sociable. Agreeable and pleasant. Always part of the team.	Very sociable and outgoing. Always polite and willing to help. Will sometimes be team leader.	Extremely sociable. Inspiring to others. Very polite. Always will be a team player.

COURTESY is the polite attention an individual gives other people.

Blunt. Discourteous. Antagonistic.	Sometimes tactless.	Agreeable and pleasant.	Always very polite and willing to help.	Inspiring to others in being courteous and very pleasant.

QUANTITY OF WORK is the amount of work an individual does in a workday.

Does not meet minimum requirements.	Does just enough to get by.	Volume of work is satisfactory.	Very industrious. Does more than is required.	Superior work production record.

PRESENTATION OF CITY IMAGE is the image the individual projects as a City of Groton employee to the public.

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Discourteous. Unfriendly; not helpful. Antagonistic.	Approachable; helpful if asked. Sometimes tactless.	Warm. Friendly. Usually helpful.	Very friendly. Always polite. Will go out o way to be helpful.	Extremely sociable. Excellent at establishing good will. Will always go out of way to be helpful.
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OVERALL EVALUATION in comparison with other employees with the same length of service on the job.

Definitely unsatisfactory.	Substandard but making progress.	Doing an average job.	Definitely above average.	Outstanding.

Rating key: 1. Excellent 2. Above Average 3. Fully Competent
 4. Needs Improvement 5. Unsatisfactory

Rating/Comments correspond to the essential functions and duties of the position description.

Duties Rating Comments

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APPENDIX G RETURN TO WORK/TRANSITIONAL WORK PROGRAM

BUILDING AND ZONING DEPARTMENT

The following activities may be considered for transitional work for employees in this Department as approved by the Department Head:

- Modified tasks within the employee's permanent position description in compliance with medical restrictions of a treating physician.
- Assist/participate in training.
- Perform general housekeeping.
- Perform appropriate clerical tasks.
- Answer telephones.
- Proofread reports.
- Perform other transitional work as required and medically appropriate.
- Clean, sharpen and repair mowers, chainsaws and tools.
- Clean and wash vehicles and equipment.

FINANCE DEPARTMENT

The following activities may be considered for transitional work for employees in this Department as approved by the Department Head:

- Modified tasks within the employee's permanent position description in compliance with medical restrictions of a treating physician.
- Answer telephones.
- Typing.
- Filing.
- Assists/participates in training.
- Performs other transitional work as required and medically appropriate.

PARKS AND RECREATION DEPARTMENT

The following activities may be considered for transitional work for employees in this Department as approved by the Department Head:

- Modified tasks within the employee's permanent position description in compliance with medical restrictions of a treating physician.
- Inventory equipment, spare parts, etc.
- Answer telephones.
- Drive pickup truck to perform delivery of light materials, parts, etc.
- Perform light housekeeping/maintenance duties in parks and beach facilities.
- Pick up trash in the parks and beach facilities. No lifting trash cans.
- Perform painting of facilities and equipment.
- Perform flagman functions at Parks and Recreation Department tree trimming work sites.
- Cut grass and weeds around City buildings.

- Clean graffiti.
- Clean Parks and Recreation Department restroom facilities.
- Perform other transitional work as required and medically appropriate.
- Clean, sharpen and repair mowers, chainsaws and tools.
- Clean and wash vehicles and equipment.

PUBLIC WORKS DEPARTMENT

The following activities may be considered for transitional work for employees in this Department as approved by the Department Head:

- Modified tasks within the employee's permanent position description in compliance with medical restrictions of a treating physician.
- Perform custodial duties at the City's garage.
- Clean and polish vehicles.
- Maintain, clean and repair equipment and spare parts.
- Perform routine maintenance on vehicles.
- Assist/participate in training.
- Inventory street and traffic control signs.
- Perform general housekeeping.
- Flag person on construction work.
- Drive pickup truck for parts run.
- Perform appropriate clerical tasks.
- Drive City roads and notes location of pot holes that need repair. Patches pot holes.
- Drive City roads and inspect street signs, parking signs, etc.
- Perform miscellaneous light carpentry work.
- Perform litter collection in parks and on streets.
- Trim brush at intersections.
- Perform City wide sidewalk condition inspections.
- Clear sidewalks of overhanging branches.
- Inspect catch basins.
- Perform miscellaneous sweeping or raking.
- Make construction signs.
- Clean City buildings.
- Strip and rebuild work as member of maintenance or construction crew. Shovels dirt, fills trenches and compact material, assists in building and maintaining lawn areas, participates in cleaning up operations, cleans up after maintenance and construction operations.
- Answer telephones and dispatch radio messages.
- Prepare reports and maintains records.
- Perform other transitional work as required and medically appropriate.

APPENDIX H

**RETIREMENT PLAN FOR
THE GROTON WHITE COLLAR ASSOCIATION CHAPTER 91, CSEA, INC.**

AMENDED AND RESTATED

INTRODUCTION

THIS AGREEMENT is between the City of Groton, hereinafter referred to as the "City" or "Employer", and the Groton White Collar Association, Chapter 91, CSEA, Inc., hereinafter referred to as the "Union," and provides for the following terms in connection with the City's Pension Plan.

The Retirement Plan for the Groton White Collar Association, Chapter 91, CSEA, Inc., (previously referred to as the "Retirement Plan for Full-Time Regular Employees of the City of Groton, Connecticut") became effective as of February 1, 1946. The same has been restated and/or amended in 1972, 1976, 1978, 1984, 1986, 1988, and 2015. The Retirement Plan for the Groton White Collar Association, Chapter 91, CSEA, Inc., is funded under Group Annuity Contracts GR-163, GR-163A, and/or other similar or superseding Contracts with The Travelers Insurance Company of Hartford, Connecticut, and/or other insurance companies, financial institutions, brokerage firms, or other like entities, and/or pension funds of the City of Groton.

All matters concerning eligibility, benefits, vesting, credited service, and the like, which arise with respect to periods prior to April 1, 1976, shall be governed by the provisions of the Plan prior to the 1976 amendment.

ARTICLE I NAME AND EFFECTIVE DATE

Section 1.1 This Plan shall be known as the "Retirement Plan for The Groton White Collar Association, Chapter 91, CSEA, Inc.," hereinafter referred to as the "Retirement Plan," or "Pension Plan," or "Plan."

Section 1.2 This Plan shall be further amended and restated effective the date of execution to provide the following retirement benefits for all eligible employees covered by this Agreement.

ARTICLE II DEFINITIONS

Section 2.1 "Administrator" means the Retirement Board as designated in accordance with Article XI, hereof, to perform the administrative functions of this Plan.

Section 2.2 "Continuous Service" means the period of uninterrupted employment as an Employee with the City of Groton, Connecticut.

Section 2.3 "Credit Interest" means the interest on Participant Contributions made from the appropriate Group Annuity Contract at a rate of four percent (4%) per annum (or at such other rate as may be established from time to time by the employer) compounded annually from January 1st, next succeeding the date when such Participant Contributions are made to the first day of the calendar month which coincides with, or next precedes, the date of the Participant's death prior to retirement, termination of employment or his actual retirement date, whichever is applicable. The Credited Interest applicable to Participant Contributions made under the Prior Group Annuity Contracts shall be determined and payable in accordance with the provisions of the Prior Group Annuity Contracts.

Section 2.4 “Dependent Child or Children” means any unmarried child under the age of nineteen (19) or under the age of twenty-four (24) if a full-time undergraduate student at an accredited college or university; said term includes natural children, adopted children, stepchildren and foster children reported by the Participant as dependents for Federal Income Tax purposes at the time of such Participant’s death or retirement from active service. It shall not include any child born more than nine (9) months after the Participant’s retirement from active service. If there is more than one child entitled to receive death benefits in accordance with Article VII, such sum shall be divided equally among them. Payments due to such child or children shall be made to their legal guardian or, if they have no legal guardian, to such other person to expend for them as the Retirement Board may direct.

Section 2.5 “Permanently and Totally Disabled” means an Employee is physically or mentally unable, as a result of bodily injury or disease, to engage in any regular gainful employment or occupation for wage or profit and such disability was not a result of the Employee’s own willful misconduct and will be permanent and continuous for the remainder of his/her life. For the purpose of this Plan, willful misconduct shall be construed to include, but not limited to, the following:

- a. Disability resulting from an intentional self-inflicted injury;
- b. Disability, which was contracted, suffered or incurred while the Employee was engaged in or resulted from having engaged in a felonious enterprise;
- c. Disability resulting from chronic alcoholism or addiction to narcotics.

Furthermore, no disability benefits will be payable if such disability results from service in the Armed

Forces of any country for which a service connected government disability is payable.

Section 2.6 “Employee” means any person enrolled in the active employment rolls of the Employer whose customary employment is for forty (40) hours per week.

Section 2.7 “Employer” means the City of Groton, Connecticut.

Section 2.8 “Final Average Earnings” means a Participant’s annual base salary or wage paid or accrued during a calendar year, exclusive of all other earnings including overtime, outside earnings, accumulated sick leave or other employment with the City of Groton, averaged over the last sixty (60) months of municipal service. The amount of annual compensation taken into account for any year after December 31, 1988 shall not exceed \$200,000 (or such other amount as may be specified pursuant to Section 401 (a)(17) of the Internal Revenue Code, as the same may be amended from time to time).

Section 2.9 “Group Annuity Contract” means a contract issued by the Insurance Company providing for the payment of Retirement Benefits to Participants covered under this Plan.

Section 2.10 “Insurance Company” means a legal reserve life insurance company organized or incorporated under the laws of any one of the United States of America and duly licensed in the State of Connecticut.

Section 2.11 “Normal Retirement Date” means, for all employees hired after July 1, 2016, age 62 (sixty-two), provided, however, that Employees hired on or after April 1, 1976, shall have accrued at least ten (10) years of Continuous Service.

Unless otherwise provided above, the Normal Retirement Date shall be the latter of Age 62 (sixty-two) or the fifth (5th) anniversary of the Participant’s inclusion in the Plan for an Employee who was excluded or who would have been excluded had he been an Employee under the provisions of this Plan in effect prior to January 1, 1988.

In addition, the Normal Retirement Age for Participants who are employed by the City on and after January 1, 1988 shall be the latter of Age 60 or the fifth (5th) anniversary of the Participant’s inclusion in the plan.

Section 2.12 “Participant” means municipal Employee other than a Policeman or Fireman who meets the requirements for participation in the Plan as set forth in Article III.

Section 2.13 “Participant Contributions” means contributions required from a Participant under Article III, Section 3.2, hereof, as a condition of eligibility and participation in this Plan.

Section 2.14 “Pensioner” means a Participant who is entitled to receive a monthly pension under this Plan.

Section 2.15 “Prior Group Annuity Contract” means Group Annuity Contract GR-163, GR-163A, and/or other similar or superseding Contracts, as last obligatory and binding.

Section 2.16 “Retirement Benefit” means the monthly payment to which a Participant or Surviving Spouse/Dependent Child shall become entitled.

Section 2.17 “Service Connected Benefit” means any benefit payable upon the death or disability of an Employee who dies or becomes disabled during the performance of essential duties pertaining to his/her employment by the City.

Section 2.18 “Non-Service Connected Benefit” means any benefit payable upon the death or disability of an Employee who dies or becomes disabled from causes not related to his/her employment by the City.

Section 2.19 “Surviving Spouse” means, for the purposes of Article VII, the lawful wife or husband of a Participant, as the case may be, provided that the Surviving Spouse:

- a. Must have been married to the Participant for at least one (1) year and shall have been living with the Participant as husband and wife if the Participant dies in active employment, or
- b. Must have been married to the Participant for at least one (1) year prior to retirement and shall have been living with the Participant as husband and wife at the time of death if the Participant dies after retirement, and
- c. Must have been at least fifty percent (50%) dependent upon the Participant for support if the Participant dies in active employment prior to qualifying for Normal or Early Retirement (Participant's income during the last taxable year must be more than one-half ½ of combined income of Participant and his spouse for such year). Income from employment shall mean all wages and earnings from the preceding calendar year reported by the Participant and his/her spouse for Federal Income Tax purposes for that year.

If a spouse is not dependent upon the deceased Participant at the date of death as defined in (c) above and if such spouse subsequently becomes physically or mentally incapacitated prior to age 62, as determined by the Retirement Board so as not to be able to be gainfully employed, the death benefit that would otherwise have been paid in accordance with Article VII shall be paid to such spouse as long as such spouse remains incapacitated. A spouse applying for a pension under these circumstances shall be required to submit to examination, at the expense of the Employer, by at least two impartial physicians or psychiatrists selected by the Retirement Board, and such spouse may be required to submit to re-examination no more than once in each 12-month period. Should the results of such examination indicate that such spouse is physically and mentally able to be gainfully employed, the benefits shall cease.

Section 2.20 The singular form of any word shall include the plural and the masculine shall include the feminine wherever necessary for the proper interpretation of this Plan.

ARTICLE III PARTICIPATION

Section 3.1 **Conditions for Participation.**

a. Each full-time municipal Employee included in the prior Plan as a Participant as of March 31, 1976, and/or the Prior Group Contract as of such date shall continue to be a Participant from April 1, 1976, and thereafter, provided, however, that such full-time municipal Employee continues his/her Participant Contributions as set forth in Section 3.2 below.

b. Each full-time Employee who was not included in this Plan as a Participant immediately prior to the effective date of this amended and restated plan, and all full-time Employees hired after April 1, 1976 shall be included as a condition of employment, as a Participant on the first day of employment.

c. Upon meeting the requirements of subparagraph (b) above, a full-time municipal Employee must sign such application forms as the Administrator prescribes authorizing the Employer to make payroll deductions of Participant Contributions, as set forth in Section 3.2 below, and furnish such other data as the Employer deems necessary or desirable.

Section 3.2 Participant Contributions

- a. Effective October 1, 1993 each Participant shall make Participant Contributions to this plan while he/she remains a Participant hereunder in an amount equal to five and two-tenths percent (5.2%) of his/her annual base salary, exclusive of overtime, outside earnings, accumulated sick leave or other employment with the City of Croton and converted to a weekly contribution payable through payroll deductions.
- b. Effective July 1, 2014, the Participant Contribution shall be six percent (6.0%) of annual base salary as outlined in Section 3.2(a) above.
- c. Effective July 1, 2016, the Participant Contribution shall be six and two-tenths percent (6.2%) of annual base salary as outlined in Section 3.2(a) above.
- d. Effective July 1, 2017, the Participant Contribution shall be six and three-tenths percent (6.3%) of annual base salary as outlined in Section 3.2(a) above.
- e. Effective July 1, 2018, the Participant Contribution shall be six and four-tenths percent (6.4%) of annual base salary as outlined in Section 3.2(a) above.
- f. Effective July 1, 2020, the Participant Contribution shall be six and six-tenths percent (6.6%) of annual base salary as outlined in Section 3.2(a) above. Effective July 1, 2021, the Participant Contribution shall be six and eighth-tenths percent (6.8%) of annual base salary as outlined in Section 3.2(a) above. Effective July 1, 2022, the Participant Contribution shall be seven percent (7.0%) of annual base salary as outlined in Section 3.2(a) above.

Section 3.3 Pick-up of Employee Contributions

With respect to all Employees of the Employer, such Employer shall pick up the Employee contributions required by this Section for all compensation earned on or after January 1, 1993; and the contributions so picked up shall be treated as Employer contributions in determining federal tax treatment under the Internal Revenue Code; however, such Employer shall continue to withhold federal income tax based upon these contributions until the Internal Revenue Service, or the federal courts, rule that, pursuant to Section 414(h) of the Internal Revenue Code, as amended, these contributions shall not be included as gross income of the Employee until such time as they are distributed or made available. The Employer shall pay these Employee contributions from the same source of funds which is used in paying earnings to the employee. The Employer shall pick up these contributions by a reduction in the base salary of the Employee. Employee contributions picked up shall be treated for all purposes of the Pension Plan in the same manner and to the same extent as Employee contributions made prior to the date picked up.

ARTICLE IV CREDITED SERVICE

Section 4.1 A full-time municipal Employee who meets the participation requirements of Article III, as determined by the Administrator, shall accrue Credited Service on the basis of the number of full years and fractions thereof to the nearest full month of Continuous Service with the

Employer as a full-time municipal Employee, completed from the date he/she became eligible and elected to participate in the Plan to the date of his/her termination of employment or his/her Actual retirement date, subject to a maximum of thirty (30) years.

Section 4.2 Continuous Service with the Employer shall not be broken in the event of:

a. Absence with the consent of the Retirement Board during any period not in excess of one year, except that the Administrator may consent to extend the period of leave; or

b. Absence from work because of occupational injury or disease incurred as a result of employment with the Employer, for which absence a Participant shall be entitled to Workers' Compensation payments; or

In interpreting this Section, the Administrator shall apply uniform rules in a like manner to all Participants under similar circumstances.

An Employee shall not receive Credited Service in the case of the period of absence set forth in Section 4.2 above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Participant shall again be eligible to accrue Credited Service.

An Employee's period of United States military service shall be treated as employment with the Employer, provided the Employee left employment with the Employer for military service and returned to his/her Employer during the period his/her reemployment rights were guaranteed by law: His/her period of military service shall be treated as if he/she had remained in employment with his/her Employer during the period, in the job classification occupied before leaving for military service.

Failure to return to the employ of the Employer by the end of any period specified in the above Sections shall be considered a termination of employment. Any other absence shall also be considered a termination of employment. Any Participant whose employment has been terminated shall, for the purpose of this Plan, be deemed a new Participant upon resumption of his/her employment, unless he is vested in accordance with Article VIII hereof.

ARTICLE V RETIREMENT BENEFITS

Section 5.1 Normal Pension

A Participant may retire on a Normal Pension on the first day of any month after he/she has attained his/her Normal Retirement date, provided he/she has filed an application for benefits prior to the commencement of his/her pension.

The Normal Pension shall be a monthly amount equal to one and 85/100 percent (1.85%) of the Participant's Final Average Earnings multiplied by his/her Credited Service with the Employer as a full-time municipal Employee, subject to a maximum yearly pension of fifty-five percent (55%) of his Final Average Earnings. One-twelfth (1/12) of this amount will be paid monthly. The

monthly pension may be provided, in full or in part, from an annuity purchased under the terms of a Prior Group Annuity Contract.

Effective October 1, 1993, the Normal Pension shall be a monthly amount equal to two percent (2%) of the Participant's Final Average Earnings multiplied by his/her credited service with the Employer, as a full-time municipal employee, subject to a maximum yearly pension of sixty percent (60%) of his/her Final Average Earnings. One-twelfth (1/12th) of this amount will be paid monthly. The monthly pension may be provided, in full or part from an annuity purchased under the terms of a Prior Group Annuity Contract.

Effective October 1, 2009, the Normal Pension shall be a monthly amount equal to two and one tenths percent (2.10%) of the Participant's Final Average Earnings multiplied by his/her credited service with the Employer, as a full-time municipal employee, subject to a maximum yearly pension of sixty-three percent (63%) of his/her Final Average Earnings. One-twelfth (1/12th) of this amount will be paid monthly. The monthly pension may be provided, in full or part from an annuity purchased under the terms of a Prior Group Annuity Contract.

Section 5.2 Early Retirement Pension

a. A Participant may retire on an Early Retirement Pension on the first day of the month after he/she has attained age 55, provided he/she has accrued at least ten (10) years of Continuous Service and has filed an application for benefits.

b. This monthly amount of the Early Retirement Pension payable to a Participant on his/her Early Retirement commencement date shall be the amount of his/her Normal Pension reduced by six-tenths of one percent (0.6%) for each month between the Participant's Normal Retirement Date and his/her sixtieth (60th) birthday and further reduced by three-tenths of one percent (0.3%) for each month by which the Participant's Early Retirement Pension commencement date precedes his/her sixtieth (60th) birthday reflecting the commencement of benefit payments prior to a Participant's attaining his/her Normal Retirement Date.

Section 5.3 Deferred Retirement Pension

a. A Participant who is satisfactorily able to perform his/her duties may remain in active employment until his/her actual retirement. The first date of the calendar month following such actual retirement shall be his/her Deferred Retirement Date.

b. The monthly benefit of a Participant who retires on a Deferred Retirement Date shall be determined in the same manner as his/her Normal Retirement Pension but based on his/her Credited Service and his/her final Average Earning completed to his/her Deferred Retirement Date.

Section 5.4 Maximum Retirement Benefits

In accordance with the benefit limitations of Section 415 of the Internal Revenue code, each Participant's Annual Benefit shall be limited so that the specified Maximum Permissible Benefit,

as defined herein, is not exceeded. If necessary, the Participant's Benefit shall be limited in order to meet the requirements of Section 415.

With respect to each Participant, all qualified defined benefit plans ever maintained by the Employer shall be treated as one defined benefit plan for purposes of applying the limitations of Section 415 of the Internal Revenue Code. In the event the Participant's Annual Benefit exceeds the Maximum Permissible Benefit specified herein, the Participant's Benefit shall be reduced to the extent necessary under this Plan if the required reduction is not accomplished under the Employer's other defined benefit plan or plans.

The sum of the Participant's Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction shall not exceed 1.0 with respect to such Participant for any Limitation Year.

The following definitions shall be used solely for the purposes of this Section 5.4:

a. "Annual Additions" with respect to the Maximum Permissible Amount means for any Limitation

Year, the sum of the following:

- 1) All Employer Contributions, if any, allocated to a Participant;
- 2) All forfeitures, if any, allocated to a participant;
- 3) A Participant's Participant Contributions, if any.

Amounts allocated, after March 31, 1984 to an individual medical account, as defined in Section 415(1)(I) of the Internal Revenue Code, which is part of a defined benefit plan maintained by the Employer are treated as Annual Additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3), under a welfare benefit fund, as defined in Section 419(e), maintained by the Employer, are treated as Annual Additions to a defined contribution plan.

b. "Annual Benefit" means the amount of Benefit attributable to Employer contribution which would be payable annually in the form of a Life Annuity as of the date of determination, except however, that if the Participant has not yet terminated employment with the Employer and has not yet reached his/her Normal Retirement Date, the Annual Benefit shall mean the amount of Benefit attributable to Employer contributions projected to such Participant's Normal Retirement Date assuming the Participant will continue working and Compensation will remain the same until the Participant's Normal Retirement Date.

c. "Compensation" for the purpose of applying limitations of Section 415, shall include only those items specified in subparagraph (I) of Section 1.415-2(d) of the Internal Revenue Service Regulations, except however, that the amount of annual compensation taken into account for any

year after December 31, 1988 shall not exceed \$200,000 (or such other amount as may be specified pursuant to Section 401 (a)(17) of the Internal Revenue Code).

d. "Defined Benefit Plan Fraction" means for each Limitation Year, a fraction, the numerator of which is the sum of a Participant's projected Annual Benefit under all qualified defined benefit plans maintained by Employer determined as of the end of the Limitation Year, and the denominator of which as of the end of the Limitation Year, is the lesser of (1) or (2) below where:

(1) Is equal to 1.25 times the Section 415 defined benefit plan dollar limitation in effect for such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1987 calendar year is \$90,000 and for the 1988 calendar year is \$94,023 and shall apply for Limitation Years that end in such calendar years), or

(2) Is equal to 1.4 times the Participant's average annual Compensation based on the three consecutive calendar year period during which the Participant has the greatest aggregate Compensation from the Employer.

e. "Defined Contribution Plan Fraction" shall mean, for each Limitation Year, a fraction, the numerator of which is the sum of the Annual Additions with respect to any Participant as of the close of the Limitation Year and all prior Limitation Years under this Plan and all other qualified defined contribution plans maintained by the Employer, and the denominator of which is the sum of the lesser of (1) or (2) below for each Limitation Year during which the Participant is employed by the Employer where:

(1) Is equal to 1.25 times the Section 415 defined contribution plan dollar limitation applicable to such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1988 calendar years is \$30,000 and shall apply to Limitation Years that end in such calendar years), or

(2) Is equal to 1.4 times 25% of the Participant's Compensation for such Limitation Year.

f. "Employer" means the Employer who adopts this Plan. In the event that the Employer is a member of a group which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code as modified by Section 415(h) or which constitutes trades or businesses (whether or not incorporated) which are under common control (as defined in Section 414(c) of the Internal Revenue Code as modified by Section 415(h)), all such employers shall be considered a single employer for the purposes of applying the limitations of this Article and the purposes of determining Compensation as defined in subparagraph (c) above.

g. "Limitation Year" means a Plan Year of this Plan. In lieu thereof the Employer may adopt, by amending this Plan, any other 12 consecutive month period. If the Employer is a member of a group which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code as modified by Section 415(h)) the election to use a consecutive twelve-month period other than the Plan Year must be made by all members of the group that maintains the plan.

- h. "Maximum Permissible Amount" means, with respect to any Limitation Year, the lesser of:
- (1) The Section 415 defined contribution plan dollar limitation applicable to such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1988 calendar years is \$30,000 and shall apply to Limitation Years that end in such calendar years), or
 - (2) 25% of the Compensation actually paid to the Participant for such Limitation Year, except however, any contribution for medical benefits (within the meaning of Section 419(A)(f)(2)) after separation from service which is treated as an Annual Addition shall not apply.
- i. "Maximum Permissible Benefit" means the maximum Annual Benefit to which a Participant is entitled in accordance with the following provisions:
- (1) Maximum Permissible Benefit Applicable to Participants Who Have At Least Ten Years of Continuous Service With the Employer - The Maximum Permissible Benefit applicable to any Participant who has at least ten years of Continuous Service with the Employer shall be limited to the greater of (a) or (b) below:
 - (a) The lesser of:
 - (i) The Section 415 defined benefit plan dollar limitation in effect for the Limitation Year (the prescribed dollar limitation amount for the 1983 through 1987 calendar years is \$90,000 and for the 1988 calendar years is \$94,023 and shall apply to Limitation years that end in such calendar years), or
 - (ii) 100% of the Participant's average annual Compensation based on the three consecutive calendar year period during which the Participant had the greatest aggregate Compensation from the Employer.
 - (b) An amount equal to the Participant's Benefit as of December 31, 1986, provided such amount was in compliance with the applicable Section 415 maximum benefit limitations in effect on December 31, 1986. For the purpose of this subparagraph (b), such Participant's Benefit shall be based on the provisions of this Plan, which were in effect on May 6, 1986 without regard to any amendments or cost-of-living adjustments occurring after May 6, 1986.
 - (2) Adjustment to the Maximum Permissible Benefit - Adjustments shall be made to the Maximum Permissible Benefit in accordance with subparagraphs (a), (b) or (c) below:
 - (a) In the event the Participant's Benefit is determined in a form of annuity other than a Life Annuity, an adjustment shall be made to the Maximum Permissible Benefit in order to determine the actuarial equivalent amount of Maximum Permissible Benefit when stated in the form of annuity in which the Participant's Benefit is

determined in accordance with Section 5.1 of this Article. The actuarial equivalent amount of benefit will be the lesser of the actuarially adjusted benefit using a 5% interest assumption and the Unisex UP 1984 Mortality Table or the adjusted benefit according to the Plan's actuarial equivalence definition for other than the normal form of annuity.

- (b) In the event the Participant's Benefit becomes payable prior to the Participant's attainment of age sixty (60), an adjustment shall be required to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable prior to the Participant's attainment of age 60 (sixty) shall be adjusted so that it is equivalent to the benefit payable at age 60 (sixty) using that which results in the lower benefit under (1) or (2) below:
 - (i) The reduction factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
 - (ii) The Early Retirement Benefit reduction factors or percentages specified in Article V, Section 5.2 above.

In no event will the adjusted benefit be lower than \$75,000 with respect to benefits payable between and including the ages of 55 through 60. With respect to benefits, if any, which become payable prior to the participant's attainment of age 55, the adjusted benefit shall not be lower than the actuarial equivalent of \$75,000 using that which results in the lower benefit under (1) or (2) of this subparagraph 5.4(1)(2)(b).

The adjustment set forth in this subparagraph 5.4(1)(2)(b) shall not apply if the Maximum Permissible Benefit results from the benefit limitation set forth in Section 5.4(1)(I)(a)(2).

- (c) In the event the Participant's Accrued Benefit becomes payable after the Participant's attainment of age 65, an adjustment shall be made to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable after the Participant's attainment of age 65 shall be adjusted so that it is equivalent to the benefit payable at age 65 using that which results in the lower benefit under (1) or (2) below:
 - (i) Adjustment factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
 - (ii) The Deferred Retirement Benefit factors or percentages, if any, specified in Article V, Section 5.3 hereof.

The adjustment set forth in this subparagraph 5.4(1)(2)(c) shall not apply if the Maximum Permissible Benefit results from the benefit limitations set forth in Section 5.4(1)(I)(a)(2).

3. Except as provided in subparagraph 5.4(1)(4) below, the Maximum Permissible Benefit determined under subparagraphs 5.4(1)(1) and 5.4(1)(2) above and all other defined benefit plans

of the Employer shall never be deemed to be an amount which is less than \$10,000, provided the Participant is not, and has never been a Participant in any defined contribution plan of the Employer, and further provided that the Participant has been employed by the Employer for at least ten years.

Maximum Permissible Benefit Applicable to Participants Who Have Less Than Ten Years of Continuous Service With the Employer - The Maximum Permissible Benefit applicable to any Participant who has less than ten years of Continuous Service with the Employer shall be equal to the lesser of:

- (a) The product of the Maximum Permissible Benefit amount which would otherwise have been applicable in accordance with subparagraphs (1)(a)(1), (1)(b) and (2) of paragraph 5.4(1) hereof and a fraction, the numerator of which is the number of the Participant's years (or part thereof) of participation in the Plan as of and including the current Limitation Year, and the denominator of which is ten, or
- (b) The product of the Maximum Permissible Benefit amount which would otherwise have been applicable in accordance with subparagraph (1)(a)(2) and (3) of paragraph 5.4(1) hereof and a fraction, the numerator of which is the number of the Participant's years (or part thereof) of service with the Employer as of and including the current Limitation Year, and the denominator of which is ten.

If the participant's Annual Benefit exceeds the Maximum Permissible Benefit after the application of the appropriate factors, such Participant's Benefit shall be Limited to an amount which produces an Annual Benefit equal to the Maximum Permissible Benefit.

Notwithstanding the aforesaid, unless required by law, the effective date of Section 5.4 above as the same applies to the Plan shall be the date of the execution of this Agreement, or as soon thereafter as possible or practicable. Further, it is mutually agreed that said amounts referenced in Section 5.4 of the Plan shall be modified from time to time to comply with Section 415 of the Internal Revenue Code.

ARTICLE VI DISABILITY PENSION

Section 6.1 A Participant shall be deemed to be Permanently and Totally Disabled within the meaning of the Plan only if the Administrator, in its sole and absolute discretion, shall determine on the basis of medical evidence that the Participant is Permanently and Totally Disabled as described in Section 2.5 hereof.

Section 6.2 Participants applying for Disability Retirement shall be required to submit to examination at the expense of the Administrator by at least two impartial physicians or psychiatrists selected by the Administrator, and such Participant may be required to submit to reexamination no more than once in each 12-month period. If the results of such examination indicate that such Participant retired on account of a disability is no longer disabled, then such Participant may resume employment with the City and will receive Credited Service for the period of his/her Disability Retirement, provided he/she makes payment of the amount that he/she would

have been required to contribute to the Plan during the period of his/her disability, with Credited Interest.

Section 6.3 Service Connected Disability

a. A Participant who becomes Permanently and Totally Disabled during the performance of essential duties pertaining to his/her employment with the City shall be eligible to retire and receive a Service Connected Disability Pension. The amount shall be equal to the Participant's projected Normal Pension that would have been payable had such Participant worked until his Normal Retirement Date.

b. In no event shall payments under this Section, together with Primary Social Security Benefits and any regular benefits awarded under the Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the Participant's Final Average Earnings.

Section 6.4 Non-Service Connected Disability

a. An active Participant who has accrued at least ten (10) years of Continuous Service and becomes Permanently and Totally Disabled from causes not relating to his/her employment with the Employer shall be eligible to retire and receive a Non-Service Connected Disability Pension. The amount shall be equal to the Normal Pension of one and one-half percent (½%) of the Participant's Final Average Earnings multiplied by his/her Credit Service accrued to the date of his/her disability, subject to a maximum yearly Pension of forty-five percent (45%) of his/her Final Average Earnings. One-twelfth (1/12) of this amount will be paid monthly.

b. In no event shall payments under this Section, together with Primary Social Security Benefits and outside income subject to Social Security Taxes, exceed one hundred percent (100%) of the Participant's Final Average earnings.

Section 6.5 Cessation of Disability - Such disability payments will end immediately before the date the disabled Participant ceases to be Permanently and Totally Disabled by death or recovery.

ARTICLE VII DEATH BENEFITS

Section 7.1 Service Connected - Upon the death of a Participant who dies during the performance of essential duties pertaining to his/her employment with the Employer, his/her Surviving Spouse or Dependent Child or Children shall receive a Service Connected Death Benefit. The amount shall be equal to the Participant's projected Normal Pension that would have been payable had such Participant worked until his/her Normal Retirement Date. In no event shall any death benefits payable under this Section, together with Primary Social Security Benefits and any regular benefits awarded under the Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the deceased Participant's Final Average Earnings. Benefit payments shall be due and payable to the deceased Participant's Surviving Spouse or Child or Children on the first day of the calendar month next following the death of the Participant. Benefit payments shall cease with the last monthly payment falling due prior to the death of his/her Surviving Spouse or upon remarriage of such a spouse, whichever first occurs. If payments are being made to a

Dependent Child or Children, the last monthly payment shall fall due upon the earlier of the death of the youngest such Child or upon the youngest Child attaining the age of nineteen (19) or twenty-four (24) if attending an accredited college or university. Benefit payments shall first be payable to the deceased Participant's surviving spouse. If there is no surviving spouse, then said payments shall be made to the surviving children in equal amounts.

Section 7.2 **Non-Service Connected Death** - Upon the death of an active Participant who dies from causes not related to his employment with the employer who has accrued at least ten (10) years of Continuous Service and has attained the fifty-fifth (55th) anniversary of his/her date of birth, his/her Surviving Spouse, or Dependent Child or Children shall receive a Non-Service Connected Death Benefit.

The amount of such Non-Service Connected Death Benefit shall be equal to the deceased Participant's Early Retirement' Pension, determined as of the first of the month coinciding with or next following the date of his/her death further reduced as though the deceased Participant had elected the fifty percent (50%) Contingent Annuitant Option of which fifty percent (50%) is payable to the deceased Participant's Surviving Spouse. Benefit payments shall cease with the last monthly payment falling due prior to the death or remarriage of his/her Surviving Spouse, whichever occurs first. If payments are being made to a Dependent Child or Children, the last monthly payment shall fall due upon the earlier of the death of the youngest such Child or upon the youngest Child attaining the age of nineteen (19), or twenty-four (24) if attending an accredited college or university.

Section 7.3 The accumulative death benefit payments to the Participant's dependents as provided in Section 7.1 and 7.2 or the benefit paid to the deceased Participant's estate if the Participant does not leave a Surviving Spouse or 16 Dependent Child shall be equal to his/her Participant Contributions, with interest as provided under the applicable provision of the current or Prior Group Annuity Contracts, less any death benefit payments received.

ARTICLE VIII TERMINATION OF SERVICE, VESTING

Section 8.1 A Participant who terminates his/her employment with the Employer prior to the accrual of at least five (5) years of Continuous Service as a full-time municipal Employee shall forfeit his/her eligibility for a Retirement benefit and receive his/her Participant Contributions, with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract.

Section 8.2 A Participant who has completed at least five (5) years of Continuous Service shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixty-second (62nd) birthday. An election may be made by the terminated vested Participant to receive his/her Participant Contributions with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract, thereby forfeiting his/her vested rights to all other benefits under this Plan.

Section 8.3 The beneficiaries of terminated vested Participants who die before or after retirement shall have as a Death Benefit, as determined in accordance with Section 7.3, the return of the deceased Participant's contributions with Credited Interest up to his/her date of death or retirement, whichever is earlier, less any Death Benefit payments received.

Section 8.4 A participant who withdraws or rescinds his/her authorization to make a Participant Contributions shall be deemed to have ceased participation and his/her employment shall be terminated as of the date contributions were last collected by the Employer.

ARTICLE IX FORM AND PAYMENT OF BENEFITS

Section 9.1 Normal Form of Retirement Benefit - A Pensioner's Retirement Benefit shall normally be payable in the form of a monthly life annuity, commencing on his/her actual retirement date and ceasing with the last payment due immediately preceding his death. Any Death Benefit which may be payable is described in Article VII.

Section 9.2 Contingent Annuitant Option

a. In lieu of the Normal Form of Retirement Benefit described in Section 9.1 above, a Participant may elect a Contingent Annuitant Option which provides for an actuarially reduced benefit payable to the Pensioner during his/her lifetime and for the continuance of such Retirement Benefit payments in either the same, 66 2/3% or 50% to a Contingent Annuitant, if living, after the Pensioner's death.

b. If the Contingent Annuitant is the spouse of the Pensioner or if the Contingent Annuitant is any other person not more than thirty (30) years younger than the Pensioner, the benefit payable under this option is payable without restriction. If, however, the Contingent Annuitant is a person other than the spouse of the Pensioner and is more than thirty (30) years younger than the Pensioner, the benefits otherwise payable under this option to the Contingent Annuitant shall be limited so that the value of the annuity payable to the Contingent Annuitant shall be less than 50% of the value of the Pensioner's total original benefit, both calculated as of the Pensioner's actual retirement date.

c. The monthly payment to the Contingent Annuitant shall commence on the first day of the month following the month in which the Pensioner dies, if the Contingent Annuitant is then living, and shall continue monthly with the last payment due for the month in which the Contingent Annuitant's death occurs.

d. If a Contingent Annuitant dies before the Participants actual retirement date, the Normal Form of Retirement Benefit will automatically become payable as if a Contingent Annuitant predeceases had not been elected. If the Contingent Annuitant predeceases the Pensioner after retirement, the pension benefit will "Pop-Up" to its original amount before reduction.

This option shall be elected by the Participant by written notice to the Administrator at least sixty (60) days before the Employee's actual retirement date.

Once a choice as to a form of Retirement Benefit or a retirement date is made and accepted by the Administrator, it cannot be rescinded by the Participant without the written consent of the Administrator conditioned upon satisfactory evidence of the good health of the Participant and any person entitled to receive payments upon the death of the Participant. Notwithstanding the aforesaid, the Administrator is under no obligation to approve said requested change. In no event shall the consent of any person entitled to receive payments upon the death of the Participant be required as a condition to the right of a Participant to revoke or change any option previously elected.

Anything in this Plan to the contrary notwithstanding, the Participant shall not have the right prior to his/her retirement irrevocably to elect to have all or a part of his/her interest in this Plan, which would otherwise become available to him/her during his/her lifetime, paid only to his/her beneficiary after his/her death.

ARTICLE X FUNDING

Section 10.1 Contributions of the Employer - The Retirement Board shall, at least once every three years, be required to have an actuarial valuation by an actuary of the assets and liabilities of the Retirement Plan and of the required contributions from the Employer which, in addition to contributions of the Participants, will be adequate to finance the benefits under the Retirement Plan. On the basis of each such valuation, the Employer shall pay each year to the Retirement Board an amount which will meet the actuarial cost of current service and, until it is amortized, the unfunded accrued liability, with following exception: In the event that as of the most recent, prior valuation date, the retirement funds if more than 100% funded on a market basis, the City reserves the right to contribute the net normal cost in lieu of the actuarially determined contributions. Prior to any reduction to the City's contribution, the City agrees to meet with designated representatives from the bargaining unit to review the actuarial analysis. Any proposal which will change the benefits payable or Participant Contributions required under the Retirement Plan shall be accompanied by an estimate by the actuary of the additional appropriations by the Employer which will be required to finance the additional normal cost and to amortize on a level basis the additional accrued liability.

Section 10.2 No part of the funds held under this Plan shall be used for or diverted to purposes other than for the exclusive benefit of Participants, their spouses or their dependents as heretofore described, prior to the satisfaction of all liabilities hereunder with respect to them. Also, no person shall have any interest in nor right to any of the funds contributed to or held under this Plan, except as expressly provided in this Plan and the Group Annuity Contract, and then only to the extent that such funds have been contributed by the Employer.

ARTICLE XI ADMINISTRATION

Section 11.1 This Plan shall be administered by the Retirement Board, which shall report annually to the Mayor and Council setting forth the financial status of the Plan. All decisions of the Board, with respect to the administration of the Plan, shall be conclusive, binding and consistent in all

respects with the intent and purposes of this Plan. If there shall arise any misunderstanding or ambiguity concerning the meaning of any of the provisions of this Plan, the Retirement Board shall have the sole right to construe such provisions and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing this plan as it considered desirable.

ARTICLE XII AMENDMENT

Section 12.1 This Plan is established and maintained for the exclusive benefit of Participants of the Employer and their beneficiaries. Subject to this limitation, any provision of this Plan may be amended by the Employer at any time, if, with respect to payments resulting from retirement benefits provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments or delay the due date of any payment.

Section 12.2 Any provision of this Plan may be amended in any respect, without regard to the limitation of Section 12.1, if the amendment is required for qualification under income tax law or necessary for this Plan to meet the requirements of any other applicable law. Neither the consent of the Participant nor that of any other recipient is required for any amendment to this Plan.

ARTICLE XIII GENERAL PROVISIONS

Section 13.1 An application for a retirement benefit must be made in writing on a form and in a manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) months in advance of the month for which benefits are first payable.

Section 13.2 A single sum payment in an actuarially equivalent amount may be made in lieu of monthly payments if the amount of each monthly retirement benefit payment would be less than \$20.00.

Section 13.3 No person entitled to benefits under this Plan may sell, assign, discount, or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any payment due to him/her. If the recipient of any payment is a minor or an incompetent person, payment may be made to the person, or persons, caring for or supporting such recipient in full discharge of all obligations, as determined by the Retirement Board.

Section 13.4 Inclusion in this Plan shall not be construed as giving any Participant the right to be retained in the service of the Employer without its consent nor shall it interfere with the right of the Employer to discharge the Participant, nor shall it give the Participant any right, claim or interest in any benefits herein described, except as provided by the Participant Contributions with Credit Interest prior to fulfillment of the provisions and requirements of this Plan.

ARTICLE XIV DURATION

Section 14.1 The effective date of any subsequent modification to the Pension Plan described in this Pension Contract shall not be prior to July 1, 1997. It is understood and agreed by both parties that if any Collective Bargaining Agreement entered into subsequent to this Pension Contract shall

have a termination date on or before June 30, 1997, no pension matters shall be negotiated during collective bargaining leading to said Agreement. Further, regardless of any other provision of this Plan or any other agreement or past practice, it is understood and agreed that this Pension Contract is hereby incorporated and made part of the existing Collective Bargaining Agreement between the City and the Union (July 1, 1992 - June 30, 1993), and any and all subsequent negotiations regarding the Pension Plan shall be conducted in accordance with said Collective Bargaining Agreement and the provisions of this Section. Notwithstanding any provisions to the contrary herein, the undersigned parties agree that there shall be no negotiations regarding pension until October 1, 2014.

Section 14.2 Unless required by law or otherwise specified herein, the effective date of any change in this Plan shall be July 1, 2015.

SIGNATURE PAGE

IN WITNESS THERE, the parties set their hands this 24 day of January, 2024.

FOR THE CITY OF GROTON


WITNESS


KEITH HEDRICK, MAYOR

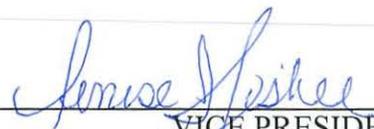

LINDA AVEDISIAN
HUMAN RESOURCES DIRECTOR

FOR THE UNION


WITNESS


DIANA BUSCH, STAFF REPRESENTATIVE
GROTON WHITE COLLAR ASSOCIATION,
CHAPTER 91, CSEA, INC.


DEANNE ROBBINS, PRESIDENT, LOCAL
GROTON WHITE COLLAR ASSOCIATION,
CHAPTER 91, CSEA, INC.


DENISE FISHER, VICE PRESIDENT, LOCAL
GROTON WHITE COLLAR ASSOCIATION,
CHAPTER 91, CSEA, INC.