

AGREEMENT

BETWEEN

CITY OF GROTON

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(USW 9411-01 PUBLIC WORKS)**

JULY 1, 2023 - JUNE 30, 2026

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PREAMBLE

This **AGREEMENT** made and entered into by and between the **CITY OF GROTON**, hereinafter referred to as "the Employer", or "the City", or "the Department", and **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**, on behalf of **USW Local 9411-01 (PUBLIC WORKS)** hereinafter referred to as "the Union".

WITNESSETH

WHEREAS, the parties of this Agreement desire to set forth herein the basic agreement covering rates of pay, hours of work, classification of jobs and other conditions of employment to be observed between the parties in the employment of persons in the Public Works and Parks and Recreation Departments.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

SECTION 1.1 The Employer recognizes the Union as the sole collective bargaining agency in respect to rates of pay, wages, hours of employment or other conditions of employment for all hourly rated employees in the Public Works and Parks and Recreation Departments of the City, excepting executive, salaries, clerical, elected officials, foremen, supervisors and department heads and agrees not to recognize, deal with or negotiate with any other labor union, organization, or committee in connection with the terms or conditions of employment herein defined.

SECTION 1.2 The Employer, where voluntarily authorized and directed by an employee, in writing, upon an authorization form approved by the Employer, will deduct from the wages of such employee required initiation fee, and once each week, the membership dues of the Union, which dues shall be in an amount equal to 1.45% of said member's total earnings, and 2 cents for each hour worked, during the month provided that monthly dues shall not be less than five dollars (\$5.00) and provided further that monthly dues shall not be more than 2.8 times the member's average hourly earnings. Lump sum payments are a part of total earnings, but dues on lump sum payments shall be calculated separately by applying the 1.3% of such payments. Minimum weekly dues shall be five dollars (\$5.00) and an initiation fee not to exceed twenty-five dollars (\$25.00). For employees who are not members of the Union, the Employer, where voluntarily authorized and directed by an employee, in writing, upon an authorized form approved by the Employer, will deduct from the wages of such employee the established agency fee.

If no pay is due an employee on the regular deduction date, the deduction shall be made from the following pay. An employee who has worked at least five (5) days in the current month and who quits or is discharged for cause shall have the current month's dues deducted from his/her final pay. Said deductions are to be remitted promptly to the International Treasurer of the United Steelworkers, Post Office Box 644487, Pittsburgh, PA 15264-4487.

Such remittance shall be accompanied by a list setting forth the names of employees from whom the amounts of dues and initiation fees were deducted. A copy of said list shall be given to the Financial Secretary of the Local Union.

The City will notify the Union immediately when a new employee in a position covered by this Agreement is hired and will afford one Union representative an opportunity to meet with the new employee on one occasion for up to one (1) hour during his/her first week of employment.

SECTION 1.3 The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability, including, but not limited to, reasonable court costs and legal fees, that may arise out of or by reason of action taken by the Union, or the Employer for the purpose of complying with any provision of this Article, or in reliance on any list, notice or assignment furnished under any such provision.

ARTICLE 2 - THE FUNCTIONS OF MANAGEMENT

SECTION 2.1 There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers 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, layoff, suspension, discharge for just cause, the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products, 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 standards and quality standards, determine the qualifications of employees and to run the Department efficiently. Nothing herein contained shall abridge any of the terms of this Agreement.

ARTICLE 3 - TEMPORARY AND SEASONAL EMPLOYEES

SECTION 3.1 Any temporary laborer or seasonal laborer employee who may be needed from time to time to supplement the regular work force shall be limited to a total of one hundred twenty (120) consecutive days employment within a calendar year. The one hundred twenty (120) consecutive days of employment for temporary laborer or seasonal laborer includes Saturdays, Sundays and holidays in the computation of the one hundred twenty (120) consecutive days.

SECTION 3.2

- a. Seasonal employees in the Public Works Department, those employees requiring the observance of normal working hours but who only work during certain months or seasons of the year, shall be limited to a total of one hundred twenty (120) consecutive days employment in a calendar year.
- b. Seasonal employees in the Parks and Recreation Department, employees requiring the observance of normal working hours but who only work during certain months or seasons of the year, shall be limited to a total of one hundred twenty (120) consecutive days employment in a calendar year.
- c. Notwithstanding Sections 3.1, 3.2a and 3.2b above, in no event shall an individual work as a seasonal and/or temporary employee for the Public Works Department for more than one hundred twenty (120) consecutive days employment in any calendar year or for the Parks and Recreation Department for more than one hundred twenty (120) consecutive days in any calendar year.

SECTION 3.3 Regular unit laborers, if available, shall be given first preference over seasonal employees for assignment to the pick-up trucks for errands of short duration. The rate of pay will remain at the laborer's regular hourly rate.

SECTION 3.4 Notwithstanding any other provision in this Agreement, seasonal employees may be assigned to work within the Sanitation Division. Further, seasonal employees may replace bargaining unit employees who are absent from work on paid or unpaid leave.

ARTICLE 4 - COMMITTEE

SECTION 4.1 The Employer recognizes and will deal with all the accredited members of the Grievance Committee and local Union officers in all matters relating to grievances, interpretation of the Agreement or in any other matter which affect or may affect the relationship between the Employer and the Union.

SECTION 4.2 A written list of the Grievance Committee members and local Union officers shall be forwarded to the Employer immediately after designation and the Union shall notify the Employer of any change in the membership of the Grievance Committee or local Union officers.

SECTION 4.3 Any increases or changes in rates of pay to employees on any basis shall be brought to the attention of the president of the local Union.

ARTICLE 5 - BULLETIN BOARDS

SECTION 5.1 The Employer does hereby agree that the Union may erect and maintain bulletin boards, the size, appearance and location of which shall be satisfactory to the Employer and Union, for the sole purpose of posting notices of Union meetings, Union elections, and results thereof, appointments to Union offices, changes in Union by laws and social and recreational affairs. The Employer shall be furnished in advance with a copy of the notice to be posted.

SECTION 5.2 The Employer's bulletin board shall be used by supervisors to post general orders and instructions and to post job vacancies and promotions.

ARTICLE 6 - UNION ACTIVITIES

SECTION 6.1 The Union agrees that no Union activities, except as provided for in this Agreement, shall take place on the Employer's property or during any working hours.

SECTION 6.2 The Employer recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union for purposes of processing grievances, negotiating renewals of this Agreement and investigating working conditions. Its representative shall be permitted to enter upon the Employer's property and job sites provided he/she shall first notify the Director of Public Works and abide by all rules and requirements regulating the presence of visitors.

ARTICLE 7 - DISCRIMINATION

SECTION 7.1 The Employer agrees that there shall be no discrimination against any officer, committeeperson or member of the Union for his/her Union activity, nor will it discourage or attempt to discourage membership in the Union.

SECTION 7.2 No person in the service of the Public Works Department and the Parks and Recreation Department of the City shall be discriminated against in any way because of race, color, religious creed, age, sex, marital or civil union status, national origin, ancestry, present or past history of mental disorder,

mental retardation, or physical disability, including, but not limited to blindness, unless this action is based on a bona-fide occupational qualification. No person shall willfully or corruptly make or cause to be made any false statement, certification, promotion, demotion, removal or appointment held or made under the provisions of the City Charter or in any manner commit or attempt to commit any fraud preventing the impartial execution of the Charter provisions. No person shall either directly or indirectly solicit, pay, render, receive or give any money, service or other valuable thing to any person for or on account of or in connection with any test, appointment, promotion, demotion, layoff or dismissal.

SECTION 7.3 For purposes of this Article, discrimination is defined as under state and/or federal employment law. An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO) or Equal Employment Opportunity Commission (EEOC).

ARTICLE 8 - STRIKES AND LOCKOUTS

SECTION 8.1 During the term of this Agreement there shall be no lockouts on the part of the Employer and no strikes, sympathy strikes, slowdowns or stoppages of work on the part of the employees, and the Union agrees that neither it nor any international or local officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work.

SECTION 8.2 Employees will undertake to carry out any work assignment that is prescribed in their classification. When there is no work in his/her classification, an employee may be assigned to do work in another classification. In the event any grievance arises over the propriety of the assignment of the work, the work will be performed by the employee without interruption and the employee shall have the right to have a grievance disposed of in accordance with the grievance procedure established herein.

ARTICLE 9 - GRIEVANCES

SECTION 9.1 For the purpose of this Agreement, the word "grievance" means any dispute or complaint between any individual employee or group of employees and the Employer concerning the effect, interpretation, application, claim or breach or violation of this Agreement.

SECTION 9.2 **Grievance Procedure**

- a. The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to ensure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amicable solution.
- b. Any such grievance shall be settled in accordance with the following procedure:
 - 1) The aggrieved employee and his/her representative shall take up the grievance within five (5) working days of its occurrence with his/her immediate supervisor who will take the necessary steps to adjust the complaint. If no satisfactory settlement is reached among the representative and the immediate supervisor, then;
 - 2) The employee shall put the grievance into writing, stating the nature and facts giving rise to such grievance, the section(s) of the Agreement involved when applicable, and the specific remedy sought, and within seven (7) working days send it to his/her Department Head. The Department Head will discuss the grievance with the employee and his/her Union representative and attempt to

adjust the grievance. If no satisfactory settlement is reached within ten (10) working days after receipt of the written grievance, then;

- 3) The Union representative shall, within seven (7) working days, present the grievance to the Mayor of the City of Groton. Within seven (7) working days after receiving the complaint, the Mayor or his/her appointed representative shall call a meeting which shall include the Department Head, the aggrieved employee and his/her Union representative and any other person or persons involved in the grievance. If the Union's staff representative or the City's negotiator will be involved, the Mayor shall call the meeting within fifteen (15) working days. The Mayor or his/her representative shall make a report of his/her findings and render a decision to the employee, the Union and the Department Head in writing within seven (7) working days after said meeting.
- 4) In the event any grievance or dispute is not settled in a manner satisfactory to both the Union and the Employer, then either party has the right and authority to submit such grievance or dispute to arbitration in the manner hereinafter provided for.
- 5) Should the City and the Union be unable to resolve such grievance or dispute, the matters shall then be referred within fifteen (15) working days for arbitration to the American Arbitration Association to be processed under its rules and regulations. 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. The written award of the arbitrator on the merits of any grievance adjudicated within his/her 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.
- 6) At Steps 1, 2 and 3 of the grievance procedure, the Union representative shall be one (1) steward or one (1) member of the grievance committee or one Union officer. If the Union will be represented by a staff representative of the Union at Steps 1, 2 or 3, the Union shall give advance notice of such so that the City may arrange for its negotiator to be present.

SECTION 9.3 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party, after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstance giving rise to such dispute, claim, grievance or complaint.

SECTION 9.4 Union stewards and officers, before absenting themselves from work to investigate complaints and grievances and working conditions, shall request permission from their supervisor, which permission shall not be unreasonably withheld. The supervisor shall be promptly notified upon return to work.

SECTION 9.5 Employees participating in the settlement of grievances during their regular working hours shall be paid at their normal rate of pay by the Employer except in the arbitration step of the procedure.

SECTION 9.6 The City will endeavor to schedule the start of any grievance meetings, as specified in Sections 9.2b.1, 9.2b.2, and 9.2b.3 above, a minimum of one and one half (1½) hours prior to the close of the normal workday. However, the failure of the City to do so shall not be a grievable matter by the

employee or the Union. It is understood that should a grievance meeting extend beyond the normal workday, employees shall not be entitled to any additional compensation from the City.

SECTION 9.7 The time limitations in this article may be extended only by mutual agreement of the parties in writing.

ARTICLE 10 - HOURS OF EMPLOYMENT AND OVERTIME RATE

SECTION 10.1

- a. It is mutually understood and agreed that, for employees of the Highway and Sanitation Divisions, the normal maximum work day shall be eight (8) hours, commencing at 7:00 a.m. and terminating at 3:00 p.m. prevailing times. The normal workweek for said employees shall be five (5) consecutive days, Monday through Friday inclusive. Beginning on the first Tuesday following the celebrated Memorial Day and terminating on the Friday preceding the celebrated Labor Day, the workday for the employees of the Sanitation Division shall begin at 6:00 a.m. and terminate at 2:00 p.m. In consideration of the aforesaid, the parties agree that said employees will not be entitled to a lunch break. One (1) thirty (30) minute break will be allowed during the regular workday, to be taken normally at the job site at the discretion of the Employer. Time to retrieve refreshments or return to the garage from the job site for the purpose of said break, or from the garage back to the job site after said break, will be included in the thirty (30) minute period.
- b. It is mutually understood and agreed that, for employees of the Parks and Recreation Department, the normal maximum work day shall be eight (8) hours, commencing at 7:30 a.m. and terminating at 3:30 p.m. prevailing times. The normal workweek for said employees shall be five (5) consecutive days, Monday through Friday inclusive. In consideration of the aforesaid, the parties agree that said employees will not be entitled to a lunch break. One (1) thirty (30) minute break will be allowed during the regular workday, to be taken normally at the job site at the discretion of the Employer. Time to retrieve refreshments or return to the garage from the job site for the purpose of said break, or from the garage back to the job site after said break, will be included in the thirty (30) minute period.

SECTION 10.2 Unless otherwise specified in this Article, it is mutually understood and agreed that time and one half (1½) will be paid for all hours worked in excess of eight (8) hours in any one day.

SECTION 10.3 It is mutually understood and agreed that time and one half (1½) will be paid for any and all hours worked on Saturday and that double time will be paid for any and all hours worked on Sunday.

SECTION 10.4

- a. There shall be two (2) types of overtime:
 - (1) Emergency/Mandatory; and
 - (2) Prearranged/Scheduled.
- b. Hours worked in the Public Works and Parks and Recreation Departments prior to the start of the normal workday, but contiguous thereto, shall be paid on the basis of time worked at the applicable rate of pay.
- c. Hours worked in the Public Works Department following the normal workday, but contiguous thereto, shall be for a minimum of two (2) hours pay at the applicable rate of pay.

- d. Hours worked in the Parks and Recreation Department following the normal workday, but contiguous thereto, will be for a minimum of one-half (½) hour. If an employee works in excess of one-half (½) hour, such overtime shall be paid based on actual time worked in excess of one-half (½) hour at the applicable rate of pay.

SECTION 10.5

- a. Unless otherwise specified in this Article, employees in the Public Works Department called to work other than regularly scheduled hours or hours contiguous to the normal workday, as addressed in Section 10.4 above, shall receive a minimum of four (4) hours pay at the applicable rate of pay.
- b. Unless otherwise specified in this Article, employees in the Parks and Recreation Department called to work other than regularly scheduled hours or hours contiguous to the normal work day, as addressed in Section 10.4 above, shall receive a minimum of two (2) hours pay at the applicable rate of pay for prearranged/scheduled overtime and four (4) hours pay at the applicable rate of pay for emergency/mandatory overtime.
- c. Notwithstanding any other provision of this Agreement, employees in the Parks and Recreation Department are not subject to the mandatory overtime provisions as set forth in Article 10, Section 10.15.

SECTION 10.6 Notwithstanding any other provision of this Agreement, prearranged overtime worked in the Sanitation Division immediately following the normal workday will be for a minimum of one half (½) hour. If an employee works in excess of one half (½) hour, such overtime will be for a minimum of one (1) hour. Such overtime in excess of one (1) hour will be for the actual overtime worked at the applicable rates.

SECTION 10.7 When an employee is required to work on a holiday designated by Article 12, he/she shall receive in addition to his/her holiday pay, a double time rate for all hours worked.

SECTION 10.8 The Employer will make every reasonable effort to distribute overtime equally among qualified employees. The Employer will endeavor to notify employees twenty-four (24) hours in advance of prearranged overtime. Overtime shall be distributed as follows:

- a. Overtime opportunities shall be offered first to qualified employees in classifications when a need exists;
- b. Overtime opportunities shall then be offered to qualified employees in other classifications when a need exists;
- c. Employees who are absent for reasons of sickness or injury shall not be offered overtime opportunities as they arise;
- d. Employees who are on vacation during the week may be called for overtime opportunities on the weekend, following completion of their vacation, except that said employees shall not actually work overtime on their scheduled vacation time;
- e. When an employee is offered or telephoned for a prearranged or mandatory overtime opportunity, he/she shall be charged on the overtime equalization roster for the number of hours scheduled, if he/she refuses said opportunity or does not answer a telephone call from the City.

SECTION 10.9 An employee may refuse a prearranged overtime assignment and the refusal in such event will not prejudice his/her right to future overtime. Notwithstanding the foregoing, if an employee refuses such prearranged overtime assignment, or does not answer a telephone call regarding such an assignment, he/she shall be charged on the overtime equalization roster for the number of hours scheduled.

SECTION 10.10 The Union shall be given a record of all overtime hours worked quarterly, if requested.

SECTION 10.11 All work performed before the regular starting time of the scheduled shift shall be paid for at the rate of time and one half (1½) unless as previously agreed upon between the Employer and the Union.

SECTION 10.12 Any change in the shift hours specified in this Agreement, unless agreed upon by the Employer and the Union, may be taken up as a grievance at any time within one (1) week after such change becomes effective.

SECTION 10.13 **Meals**

The employee shall receive a thirteen dollar (\$13.00) payment included in his/her regular pay check for each meal under the foregoing conditions:

- A) If an employee is called in two (2) hours before their regular shift, or stays for two (2) hours after their regular shift, the employee will receive a meal ticket, and will receive a meal ticket every four (4) hours after the first two (2) hours following their regular shift, until they punch out.
- B) For all other overtime on weekends and holidays, the employee will receive a meal ticket every four (4) hours.
- C) Employees who are called in for an emergency before their shift starts and the emergency continues during their regular shift will continue to receive a meal allowance every four (4) hours.

SECTION 10.14 All overtime work within the unit shall be assigned first to permanent employees. However, any job which runs overtime on any particular day shall be worked by the employees on the job.

SECTION 10.15 Notwithstanding any other provision of this Agreement, during winter snow plowing or sanding operations, or any other emergency situation as declared by the Mayor, where the public health, safety and property may be endangered, an employee may not refuse an overtime assignment or call-in, unless said employee is ill, injured or has a valid reason. Reporting to call-in or overtime assignments for snow plowing or sanding operations, hazardous road conditions or other emergency situation shall be considered compulsory.

- a. During the winter season (from November 15 to April 15 of each year), each employee shall be responsible to provide a contact telephone number at which he/she may be reached when called. Irrespective of any other provision of this Agreement, should an employee be ill or injured, the City reserves the right to require said employee to provide the City with a medical certificate from a licensed physician verifying the injury or illness, provided the same was the reason given by the employee for said absence. Failure of an employee who is ill or injured to comply with the request for a medical certificate, or a refusal by an employee to accept a mandatory overtime assignment or call-in other than because of illness, injury or other valid reason, shall result in appropriate disciplinary action by the City against said employee.

- b. Eligible employees shall receive a stipend in the amount of \$600 for the winter season (from November 15 to April 15 of each year) provided the employee accepts every mandatory overtime assignment or call in for snow plowing, sanding, hazardous road conditions or other emergency situation as declared by the Mayor.

Employees who are never called in will receive the \$600 stipend.

Employees who refuse to accept a mandatory overtime assignment for any unexcused reason will have \$100 deducted from the \$600 stipend for each occasion on which the employee refused to work the requested overtime. Employees on excused injury or sick leave, or have a preapproved vacation, will not be called and will not affect whether they receive the stipend.

The stipend shall be paid on or before May 15.

- c. Compensation for emergency overtime commences one-half (1/2) hour prior to when the employee punches in for work and ends one-half (1/2) hour after he/she is dismissed from work, provided the dismissal does not coincide with the regular work day.

SECTION 10.16 The City of Groton provides a Return to Work/Transitional Program that plays a key part in workers' compensation disability management. The Return to Work/Transitional Program is designed to return the injured employee to the workplace as soon as it is medically reasonable to do so. Examples of potential transitional work can be found in the Return to Work/Transitional Work Program (Appendix F).

SECTION 10.17 **Rest Period.**

During emergency situations where an employee may be required to work long periods of time, each employee may be allowed a four (4) hour rest period after sixteen (16) hours of work; this rest period shall be unpaid. Employees who work through their rest periods at the direction of the Employer will be paid for time actually worked and will accumulate four (4) hours of personal time to be used in accordance with Section 12.3, subject to the language below. Time accumulated between October and December may be used during the next calendar year; time accumulated between January and September must be used within the calendar year accumulated. This section shall be applicable as of July 1, 2014. Effective upon ratification of this Agreement, if an employee works over sixteen (16) hours and remains at the work site until released by the Supervisor, the employee is entitled to four (4) hours of personal time.

If an employee works over sixteen (16) hours and goes home before being released by the Supervisor, the employee is not entitled to four (4) hours of personal time.

For each additional sixteen (16) hours worked, the employee is entitled to four (4) hours of personal time, provided they remain at the work site until being released by the Supervisor.

ARTICLE 11 - EXTREMES OF WEATHER

SECTION 11.1 Excluding work of an emergency nature, no outside work shall be performed where employees will be exposed to extremes of weather which shall be defined as: steady precipitation, as determined by the City; ten degrees Fahrenheit (10°F) or below, or twenty degrees Fahrenheit (20°F) or below with winds in excess of twenty (20) miles per hour; and ninety degrees Fahrenheit (90°F) or above; as measured at the job site. For the purpose of this Agreement, the word "emergency" means any and all

work performed by the Public Works and Parks and Recreation Departments affecting the public safety and health. Further, for purposes of this Section of this Article, the term steady precipitation shall mean precipitation that is continuous for a period of at least thirty (30) minutes, as determined by the City, excluding fog or mist, which shall be determined at management's discretion.

Notwithstanding the first paragraph of Section 11.1 of this Article, on days of steady precipitation, as determined by the City, employees working on sanitation collection shall complete their route assignments. They shall, after completion of their routes, be assigned to work that does not expose them to such extreme conditions at the discretion of management.

On days of steady precipitation, as determined by the City, between November 15 and April 15 employees working on the back of sanitation trucks shall be allowed to clock out and go home with pay, provided they have completed their route assignment and worked at least five (5) hours of the work shift. For purposes of this Section the term steady precipitation shall be the same as set forth above.

SECTION 11.2 When such extreme weather conditions prevail, all employees, except when work of an emergency nature is required, shall be assigned to other work that does not expose them to such extreme conditions and the unavailability of such other work shall not result in a loss of pay.

SECTION 11.3 When work of an emergency nature is required during extremes of weather, it shall be assigned to the employees in as equitable a manner as possible.

ARTICLE 12 - HOLIDAYS

SECTION 12.1 The Employer hereby agrees that all employees shall be granted eight (8) hours pay at their normal rate for the following holidays, regardless of the day of the week on which they fall:

New Year's Day	Labor Day
Presidents' Day	Indigenous People's Day
Martin Luther King Day	Good Friday
Veteran's Day	Memorial Day
Thanksgiving Day	Juneteenth
Day after Thanksgiving Day	Independence Day
Christmas Day	

Also any other days that the City Council may hereafter designate as full paid holidays for other municipal employees (other than by approving a negotiated contract) or any other day appointed by the Governor of Connecticut as a special legal holiday.

SECTION 12.2

a. When a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday.

b. When a designated holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 12.3 Employees shall be entitled to three (3) personal days per calendar year, without loss of pay, provided the day is prearranged with the employee's supervisor and provided, further, that the personal days may be taken in increments of not less than one (1) hour. The personal days must be taken within the calendar year and are not accumulative.

ARTICLE 13 - VACATIONS

SECTION 13.1 The Employer hereby agrees to grant vacation pay in accordance with the following schedule:

- a. Regular employees who have been in continuous employ of the Employer for one (1) year or more, but less than two (2) years, are allowed one (1) week vacation with basic straight time pay.
- b. Regular employees who have been in continuous employ of the Employer for two (2) years or more, but less than seven (7) years, are allowed two (2) weeks' vacation with basic straight time pay.
- c. Regular employees who have been in continuous employ of the Employer for seven (7) years or more, but less than fifteen (15) years, are allowed three (3) weeks' vacation with basic straight time pay.
- d. Regular employees who have been in continuous employ of the Employer for fifteen (15) years or more, but less than twenty-one (21) years, are allowed four (4) weeks' vacation with basic straight time pay.
- e. Regular employees who have been in continuous employ of the Employer for twenty-one (21) or more years are allowed the following vacation leave with basic straight time pay:

<u>Years of Service</u>	<u>Vacation Leave</u>
21 years	21 days' vacation
22 years	22 days' vacation
23 years	23 days' vacation
24 years	24 days' vacation
25 years or more	25 days' vacation

- f. Notwithstanding the aforesaid, any employee who received more annual vacation leave during the 1994 calendar year than the twenty-five (25) days specified above will be allowed to take in subsequent contract years up to the same number of vacation leave days. However, said employee will not be allowed to take more vacation leave days than the aforesaid maximum.

SECTION 13.2 Notwithstanding the aforesaid, employees hired on or after November 21, 1994 shall be granted vacation and vacation pay in accordance with the following schedule:

- a. Regular employees who have been in continuous employ of the Employer for one (1) year or more, but less than two (2) years, will be allowed one (1) week vacation with basic straight time pay.
- b. Regular employees who have been in continuous employ of the Employer for two (2) years or more, but less than five (5) years, will be allowed two (2) weeks' vacation with basic straight time pay.
- c. Regular employees who have been in continuous employ of the Employer for five (5) years or more, but less than eleven (11) years, will be allowed three (3) weeks' vacation with basic straight time pay.
- d. Regular employees who have been in continuous employ of the Employer for eleven (11) years or more will be allowed the following vacation with basic straight time pay:

<u>Years of Service</u>	<u>Vacation Leave</u>
11 years	16 days' vacation
12 years	17 days' vacation
13 years	18 days' vacation

14 years	19 days' vacation
15 years	20 days' vacation

SECTION 13.3 Vacations must be taken as approved by the Director of Public Works or the Director of Parks and Recreation. Seniority, in all cases, will take preference provided the employee's vacation request is posted prior to May 1st. In no event shall more than one (1) employee be granted vacation leave at the same time in each of the following classifications/divisions:

- a. Laborer – Public Works Department;
- b. Master Maintenance Mechanic/Heavy Equipment Operator – Public Works Department;
- c. Maintenance Mechanic – Public Works Department;
- d. Light Equipment Operator – Public Works Department; and
- e. Maintenance Mechanic/Laborer/Light Equipment Operator – Parks and Recreation Department.

In addition to the limitations specified above, no more than three (3) employees of the Public Works Department, including the Sanitation/Refuse/Recycling Division, and one (1) employee of the Parks and Recreation Department may be on vacation leave at the same time. Notwithstanding the aforesaid, upon written request of the employee, the Employer, at its sole discretion, may allow more than three (3) employees of the Public Works Department and more than one (1) employee of the Parks and Recreation Department to be absent from work on vacation leave at the same time. Failure of the Employer to grant such a request shall not be a grievable matter.

SECTION 13.4 If a holiday falls in an employee's vacation period, the employee will not be charged a vacation day for the holiday.

SECTION 13.5 Vacation must be earned prior to the employee's anniversary date of hire, and except as provided in subparagraph a. below, must be taken during the twelve (12) month period after it has been earned.

- a. Subject to the approval of the Director of Public Works or Director of Parks and Recreation, any employee may elect not to take all his/her earned vacation during the twelve (12) month period subsequent to the anniversary date that it was earned. Such accumulated vacation time, however, must be taken in the twelve (12) month period immediately subsequent to the twelve (12) month period in which such vacation normally would have been taken. All requests to accumulate all or part of one (1) year's vacation must be made in writing to the Director of Public Works or Director of Parks and Recreation at least thirty (30) days prior to an employee's anniversary date.

SECTION 13.6 Length of service will be computed as of the employee's anniversary date of hire.

SECTION 13.7 Vacation pay based on the number of hours for which the employee is eligible in the above schedule shall be computed at the normal hourly rate as of the time when he/she takes vacation.

SECTION 13.8 Vacation pay shall be distributed to the employee at the normal weekly payday during his/her vacation unless he/she shall have requested in writing at least five (5) days in advance of the payday preceding his/her vacation that he/she be paid in advance of his/her vacation the pay due him/her for his/her earned vacation time.

SECTION 13.9 Employees who terminate employment will be paid pro-rata portion of vacation time accrued during the year of termination only and not for any other time accrued in previous years.

SECTION 13.10 Vacation leave may be taken by bargaining unit members in at least one hour increments.

ARTICLE 14 - SICK LEAVE AND OTHER EXCUSED ABSENCES WITH COMPENSATION

SECTION 14.1 **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 notification of jury selection. To be eligible to be paid under this provision, the employee must furnish the Employer a statement or record from the appropriate public official showing the dates and 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.

SECTION 14.2 **Military Leave.**

It is the intent of the City of Groton to provide compensation in the form of "Gap Pay" for an employee who is required to report for active duty in the National Guard or An Armed Forces Reserve Unit. An "employee" is defined as any full-time employee of the City of Groton. "Gap Pay" is defined as the difference between the employee's base rate of pay and the military basic pay. It is the responsibility of the employee to provide the City of Groton Finance Director with a copy of their Leave and Earnings Statement (LES) when there is a change in their military basic pay for verification. Any full time employee who is called to active duty will receive "Gap Pay" for the duration of their active service for a period of up to one year. Payment of "Gap Pay" will commence as of the date of call-up to active duty. It is the responsibility of the employee to provide their official military orders to the City of Groton Finance Director as verification of their date of call-up. No employee will be required to exhaust their accrued vacation or sick time in order to be eligible for "Gap Pay". The City Council reserves the right to extend "Gap Pay" beyond the one year period in accordance with Ordinance 165. Written notification will be made to the City Council by the City of Groton Finance Director and the Department Head of the employee on active duty not less than 30 days in advance of the end of the initial one year period.

SECTION 14.3 **Funeral Time**

- a. 1) In the case of death of spouse, child, mother or father, brother or sister, stepmother or stepfather of an employee, he/she shall be entitled to five (5) consecutive calendar days off without loss of pay. Further, such leave shall commence on the day of death or the day immediately following thereafter, and shall run for up to five (5) consecutive calendar days. Notwithstanding the aforesaid, if the leave period includes both Saturday and Sunday, then only one of those days shall count towards the five (5) consecutive calendar days.
- 2) In the case of death of mother-in-law or father-in-law under the same roof as the employee or other persons whose permanent residence is in the employee's household, regardless of the relationship, he/she shall be entitled to five (5) consecutive calendar days off without loss of pay. Further, such leave shall commence on the day of death or the day immediately following thereafter, and shall run for up to five (5) consecutive calendar days. Notwithstanding the aforesaid, if the leave period includes both Saturday and Sunday, then only one of those days shall count towards the five (5) consecutive calendar days.

- b. In the case of death of mother-in-law, father-in-law not living under the same roof as the employee, or grandchild and grandparent, the employee shall be entitled to three (3) consecutive calendar days off without loss of pay. Further, such leave shall commence on the day of the death or the day immediately following thereafter, and shall run for up to three (3) consecutive calendar days. Notwithstanding the aforesaid, if the leave period includes both Saturday and Sunday, then only one of those days shall count toward the three (3) consecutive calendar days.
- c. In the case of the death of mother-in-law, father-in-law not living under the same roof as the employee, where extenuating circumstances exist requiring travel of over two hundred fifty (250) miles one way the employee shall be entitled to no more than two (2) additional consecutive calendar days off without loss of pay. Further, such leave must immediately follow that specified under Section 14.3b above. Notwithstanding the aforesaid, if the leave period includes both Saturday and Sunday, then only one of those days shall count toward the two (2) additional consecutive calendar days.
- d. In the case of all other deceased blood relatives, provided the employee attends the funeral, and shows proof of attendance at funeral, he/she shall be entitled to one (1) day off without loss of pay.
- e. Any funeral time to which an employee would be entitled under paragraphs a, b and c above, that occurs during the employee's scheduled vacation period, will not be charged to vacation time, and the employee shall have his/her choice of substituting vacation time off with basic straight time pay.
- f. When on bereavement leave, an employee may save one (1) day for a delayed funeral, burial, or memorial service. Employee will be responsible for notifying the City of his/her intentions to use this provision at least twenty-four (24) hours in advance of the event.

SECTION 14.4 Sick Leave

- 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 allowed to accumulate up to one thousand one hundred twenty (1,120) hours each December 31st. Sick leave earned during the current year can be carried forward from year to year up to one thousand one hundred twenty (1,120) hours. On January 1st, the accumulation will be reduced to 1,000 hours; however, the employee will be paid for one third of the hours not taken. (Example: An employee with 1120 hours would be paid for one-third of 120 hours, i.e., he/she shall receive payment for 40 hours). This payment will be made by the third payday in January.
- b. An employee, upon retirement, on or after the execution of this Agreement, 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 fifty (50) accrued sick leave days.
- c. Employees using sick leave shall notify their supervisor by phone thirty (30) minutes prior to the normal starting time on each day of their absence or at the time of leaving if at work. In the event that their supervisor is not available, the employee will contact management no later than thirty (30) minutes prior to the start of the employee's normal workday. If a doctor has been consulted, a note from him/her, stating when the employee was out sick and when the employee is able to return to work will be presented to his/her supervisor the day of the doctor's visit. If the return to work date is to be extended, the employee will submit to his/her supervisor, on or before his/her initial return to work date, an additional doctor's report stating the new return to work date. Employees will be subject to discipline for abuse or misuse of sick leave.

- d. No benefits are paid if an investigation shows falsification of any claim for sick leave benefits and such conduct may result in the discharge of the employee.
- e. Sick leave benefits are accruable and cannot be used if injury or sickness is due to employment with any outside Employer.
- f. 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 serious and protracted illness, may apply in writing to the Sick Bank Committee for sick leave beyond the maximum provided in this Agreement if available. The decision of the Sick Bank Committee on any such application shall not be subject to the Grievance Procedure or any other manner of appeal.
- g. A medical certificate acceptable to the City may be required in cases of abuse or misuse of sick leave. Failure to provide the same, if required by the City, shall result in the employee not being paid for said absence. In addition, the employee may be subject to additional disciplinary action. Prior to requiring an employee to provide a medical certificate under this Section of this Article, the Director of Public Works or the Director of Parks and Recreation shall meet with said employee and advise him/her that such a certificate shall be required for each subsequent absence during the calendar year. The failure of the City to request a medical certificate shall not constitute a waiver by the City of this provision.
- h. For any illness or injury exceeding ten (10) working days, an employee shall provide to the City a medical certificate from a licensed physician acceptable to the City, which shall describe the anticipated date the employee will return to work with or without restrictions. Thereafter, an employee shall be required to provide to the City additional medical certificate(s) if he/she is unable to return to work on the aforesated anticipated return date and any amended return date. Lastly, prior to returning to work, the employee shall provide to the City a medical certificate indicating that, in the physician's opinion, the employee is able to return to work and perform all duties required of his/her position with the City.
- i. Nothing in this Article shall preclude or prohibit the City from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, FMLA and/or Workers' Compensation Act.

SECTION 14.5 Compensation Due to Injury While Working

It is agreed that when an employee is injured while in the performance of his/her duties as an employee of the Employer during his/her absence from work on account of such injuries, he/she shall continue to receive his/her normal forty (40) hours pay less Workers' Compensation for a period not to exceed nine (9) months, or until he/she has recovered from such injury and is able to return to work, or until he/she reaches the point of maximum recovery, whichever period is less. In order to receive payment under this Section, an employee must submit written medical reports at least once a month to certify that he/she is disabled. It is understood and agreed that this Section shall not apply to employees who sustain an illness or injury while in the performance of any light duty job or assignment for the Employer.

SECTION 14.6 Educational and Training Courses.

Any employee who successfully completed a job related educational course approved in advance by the Employer, shall be reimbursed fifty (50%) percent for the cost of the tuition charges incurred by such employee up to two thousand five dollars (\$2,500) per semester, up to two (2) semesters per fiscal year, effective July 1, 2020. Reimbursement will only be granted for approved job related courses in which the employee received a letter grade of "C" or better, or its numerical equivalent, upon completion

of the approved job related course, and further, the employee must provide proof satisfactory to the City of the aforesaid grade. In courses where the grade is a “Pass/Fail”, the employee must receive a “Pass” grade upon completion of the job related course and provide proof satisfactory to the City of same.

SECTION 14.7 Union Training Courses.

Leave of absence with pay may be granted for duly authorized members of the Union who have been selected by the members of the local to attend training sessions held by the International Union. Such leaves of absence may be granted to no more than two (2) employees for a maximum of four (4) working days per year per employee. All such leaves shall be requested from the Employer fifteen (15) days in advance of the leave and shall be approved or denied by the Employer within two (2) days after the request is made. No such request shall be denied without a good and sufficient reason, and the Employer shall make reasonable efforts to adjust the operations of the Department to accommodate such requests. At the sole discretion of the Mayor, one (1) additional employee may be granted such leave, without pay, for up to four (4) working days. Failure to grant said additional employee leave shall not be a grievable matter. It is recognized that any employee who is granted such leave will, during the period of leave, be acting in his/her capacity as a representative of the Union and not as an employee of the City, and it is therefore agreed that during the period of such leave the Employer shall have no greater obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

ARTICLE 15 - WAGES – CLASSIFICATION

SECTION 15.1

- a. It is mutually understood and agreed that the following classifications and wage rates shall be effective and incorporated into this Agreement. Each job classification shall have pay grades as set forth below. Every six (6) months from the date of hire or from the date of the last advancement to a pay grade, whichever is later, an employee shall advance to the next pay grade listed for his/her classification. See Appendix A, attached hereto and made a part hereof.)
- b. Each bargaining unit member who is on the payroll as of the date this agreement is ratified, shall receive the general wage increases provided for below.

Retroactive to July 1, 2023, three dollars and fifty cents (\$3.50) wage increase for all employees.
Effective July 1, 2024, two and three-quarters percent (2.75%) general wage increase.
Effective July 1, 2025, two and three-quarters percent (2.75%) general wage increase.

(See Appendix A, attached hereto and made a part hereof.)

- c. The following classifications shall become effective upon execution of this Agreement:

MMM Master Maintenance Mechanic

GM Garage Mechanic

HEO Heavy Equipment Operator

MM Maintenance Mechanic – Public Works Department

MM Maintenance Mechanic – Parks and Recreation Department

LEO Light Equipment Operator
LEO Light Equipment Operator – Public Works Department
LEO Light Equipment Operator – Parks and Recreation Department

LAB Laborer - Public Works Department
LAB Laborer - Parks and Recreation Department

- d. Laborers shall operate all equipment, except such equipment listed under the Position Description for Heavy Equipment Operator, as the same appears under the subtitle “EQUIPMENT” (Position Descriptions – Appendix B, attached hereto and made a part hereof).
- e. Any change in the type of motor vehicle operator’s license/driver’s license for an employee hired prior to July 1, 1989, will not be required as a condition of employment to obtain/maintain any license other than what was previously required for his/her position description. Should any employee obtain an upgraded license thereafter, he/she shall be required to maintain the same as a condition of employment. In addition, such employees will be required to meet new/revised position descriptions as regards to any future promotions from their existing classification. Any employee hired after July 1, 1989, shall meet the requirements specified in the aforesaid new/revised position descriptions, including, but not limited to, the required motor vehicle operator’s license/driver’s license.
- f. Subject to the aforesaid, it is mutually understood and agreed that all employees shall obtain and maintain all necessary licenses through the State of Connecticut, Department of Motor Vehicle, required of their position, or any position they may temporarily or periodically fill, including, but not limited to a Commercial Driver’s License (CDL). Laborers hired prior to July 1, 1994, must possess and maintain as a condition of employment a valid Connecticut motor vehicle operator’s license, but will not be required to have a Class B, Commercial Driver’s License. If said laborers presently have or should they obtain in the future such a license, they will be required thereafter to maintain the same. Failure of any employee to obtain and maintain any required licenses and/or insurance may result in suspension or termination. In lieu of suspension or termination, if an employee fails to obtain or maintain such license(s), he/she may be demoted to the next lower classification for which he/she is qualified, including possessing the aforesaid specified license(s), until he/she obtains said license(s), or for the period of time during which his/her license(s) is suspended or revoked, or with respect to an employee with five (5) years or more seniority for a period not to exceed twelve (12) months, or with respect to an employee with less than five (5) years seniority for a period not to exceed six (6) months, whichever period is less, provided that the benefit of this period may be used by an employee only on one occasion.
- g. Notwithstanding any other provision of this Agreement, the City reserves the right to require all employees hired after July 1, 1994, to possess at the time of hiring and maintain thereafter, all necessary licenses through the State of Connecticut, Department of Motor Vehicle, required of their position, or any position they may temporarily or periodically fill, including, but not limited to, a Commercial Driver’s License (CDL). This provision also pertains to any employee hired after July 1, 1994, who may not currently possess such licenses. Failure of any employee to obtain and maintain any licenses may result in suspension or termination. In lieu of suspension or termination, if an employee fails to obtain or maintain such license(s), he/she may be demoted to the next lower classification for which he/she is qualified, including possessing the aforesaid specified license(s), until he/she obtains said license(s), or for the period of time during which his/her license(s) is suspended or revoked, or for a period of time not to exceed six (6) months, whichever period is less, provided that the benefit of this period may be used by an employee only on one occasion.

SECTION 15.2 Additional Compensation for Use of Equipment/Vehicles

- a. An employee, while handling pneumatic tools, will receive seventy-five cents (\$.75) per hour above their normal rate.
- b. Qualified operators, while operating a street sweeper, will receive fifty cents (\$.50) per hour above their normal rate.
- c. Laborers who do not possess a CDL shall be paid an additional fifty cents (\$.50) per hour above their normal rate if they drive snow plowing vehicles during snow removal operations, provided the same has been authorized in advance by the Employer. Laborers who do possess a CDL shall be paid an additional one dollar (\$1.00) per hour above their normal rate if they drive snow plowing vehicles during snow removal operations, provided the same has been authorized in advance by the Employer.

SECTION 15.3 Additional compensation shall be paid for continuous service in accordance with the following schedule:

5 to 9 years	\$175.00
10 to 14 years	\$275.00
15 to 19 years	\$375.00
20 or more years	\$475.00

Such additional compensation shall become due and payable on the employee’s anniversary date of hire.

SECTION 15.4 Supervisors or clerical personnel will not be allowed to perform any work that is normally done by the employees classified in Appendix A except in cases of emergency.

SECTION 15.5 Eligible employees at work shall be paid once each week during regular working hours.

SECTION 15.6 Effective July 1, 2015, the City shall retain discretion to pay employees through direct deposit. The City shall give sixty (60) days’ notice prior to implementing direct deposit.

SECTION 15.7 Upon the agreement of all other bargaining units to institute bi-weekly pay, the City shall have the right to implement bi-weekly pay, which shall begin at least one hundred and eighty (180) days from the date the City provides employees with training on financial planning. Prior to implementation, the City will meet with the Union to discuss the process for implementation.

ARTICLE 16 - INSURANCE

SECTION 16.1 All employees shall be covered by the City of Groton Plan (hereinafter “Plan”) (See Appendix E) or substantially the same insurance.

Effective July 1, 2023, employees will pay a percentage of the annual cost of medical and prescription insurance coverage. It is mutually understood and agreed that such amount shall be periodically deducted, in advance, from the employee’s pay as follows:

PPO Plan

July 1, 2023:	19.5%
July 1, 2024:	20.5%
July 1, 2025:	21.0%

The PPO Plan will continue to be offered until the City and Union agree otherwise and will not terminate automatically at the expiration of this contract.

Alternate Plans

The City may offer one and/or more alternate plans as an option to the primary plan described in Section 16.1, including, but not limited to, an HDHP/HSA. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate, optional plan.

Effective July 1, 2020, the HDHP/HSA with \$2000/\$4000 deductible will be the primary plan design. Effective July 1, 2023, the City will contribute 50% of the deductible amount. Effective July 1, 2024, the City will contribute 50% of the deductible amount. Effective July 1, 2025, the City will contribute 50% of the deductible amount. The City will pay its share in July.

Premium share for the HDHP. Effective July 1, 2023, employee premium share is eleven and one-half percent (11.5%). Effective July 1, 2024, employee premium share is twelve and one-half percent (12.5%). Effective July 1, 2025, employee premium share is thirteen percent (13%).

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.

SECTION 16.2 Dental Insurance

Full Service Dental Plan, the City is to pay eighty percent (80%) of the premium cost and the employee to contribute twenty percent (20%) of the premium cost. Employees who already have outside dental coverage are not obligated to participate. Should the City offer any riders to the dental plan, employees in this bargaining unit shall have the option to participate at their own expense. The City of Groton Dental Plan is located at Appendix D.

SECTION 16.3 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.

SECTION 16.4 Notwithstanding any other provision of this Article, all members of the Union will be bound by all cost containment measures which the City will implement with respect to its health insurance program, 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.

SECTION 16.5 Waiver of Coverage

- a. Notwithstanding the above, employees, who otherwise have medical coverage, may voluntarily elect to waive, in writing, all medical insurance coverage outlined in this Agreement, and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000). Payment to those employees waiving coverage shall be made in equal payments in October and March. The City wishes all employees to have comparable medical coverage, and this provision is not intended to allow an employee to be uninsured. Therefore, to qualify for a waiver, an employee must submit with the written request for a waiver, proof of generally comparable coverage. Proof of change of insurance status may be required by the City. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the City of Groton.
- b. 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. Loss of comparable coverage shall be deemed a change in employee status for purposes of this subparagraph, and it shall be the employee's duty to inform the City if and when the employee loses comparable coverage. 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.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Director and the Finance Director not later than October 1st, to be effective on January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

SECTION 16.6 Life Insurance

- a. The Employer shall provide each employee with group life insurance of one thousand dollars (\$1,000.00) for each one thousand dollars (\$1,000.00) of 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 July 1st.
- b. Employees who retire on or after the execution of this Agreement shall receive a group life insurance policy of fifteen thousand dollars (\$15,000.00).

SECTION 16.7 Rights of Retirees

- a. Any employee who retires after the execution of this Agreement shall be permitted at his/her own expense to purchase health insurance through the City, provided the City is able to obtain such insurance. Further, payment to the City for said insurance must be made by the retiree, in advance, as determined by the City. Failure to make such payment shall result in the City terminating said retiree's insurance coverage.

- b. Effective July 1, 2013, employees will be provided with the following medical retiree benefit options: The Employer shall contribute for the then existing City of Groton Plans (hereinafter "Plans"), the same percent cost share as that being contributed for then current bargaining unit employees, individual and spousal coverage only, or comparable insurance then in effect, for an employee who retires at age sixty (60) or later under the normal retirement provision of the pension plan, up to the date said employee reaches the age of sixty-five (65) or Medicare age eligibility whichever comes later. Spousal coverage under this provision shall be limited to the employee's spouse on the date of his/her retirement. Spousal coverage will be discontinued upon death of the retiree or the dissolution of the marriage between the retiree and said spouse. Further, if said spouse is covered by another medical insurance policy, there shall be no coverage for the spouse under this Agreement. Each retiree shall be required to pay the same percentage cost share as then current bargaining unit employees of the cost of the medical and prescription insurance provided under this provision. It is mutually agreed that such amount shall be deducted periodically, 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 make required payments shall relieve the City of any further obligation to provide coverage under this provision. The City will continue to fund its portion of the deductible into the retiree's HSA/HRA until age 65 or Medicare eligibility, whichever comes first, in the same amount paid to current bargaining unit members. Effective upon ratification, for newly hired employees who retire under the normal retirement pension plan provisions from the City shall be permitted at his/her own expense to purchase health and prescription insurance through the City, provided the City is able to obtain such insurance up to the date said employees reaches the age of sixty-five (65) or Medicare age eligibility whichever comes later. Further, the payment to the City for said insurance must be made by the retiree in advance as determined by the City. Failure to make such payment shall result in the City terminating said retiree's insurance coverage.

ARTICLE 17 - SENIORITY/PROMOTION/LAYOFF

SECTION 17.1 **Layoff**

- a. The City shall have the right to lay off permanent employees for any of the following reasons:
- 1) Lack of work or funds; or
 - 2) Other legitimate reasons.
- b. The duties performed by employees who have been laid off may be reassigned to other employees.
- c. Separation from service due to disciplinary action or penalty will not be considered a layoff.
- d. Seniority for purposes of this Article, and only this Article, shall be defined as an employee's total length of continuous, full-time service with the Department by classification. There shall be the following sections within the Department:
- 1) Recreation Division; and
 - 2) Highway Division.
- e. **Order of Layoff.** Employees will be laid off in reverse order of seniority by classification provided that the senior employees to be retained are capable of filling the remaining jobs as determined by the City. Within forty-eight (48) hours of notification of layoff, an employee may bump to a lower classification provided he/she is qualified and has seniority over the person being bumped. Any laid off

permanent employee shall be given the opportunity to fill or occupy any existing or created part time, temporary, or seasonal position prior to any non-bargaining unit employee filling or occupying said position(s).

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

g. **Recall Rights**

- 1) 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 by classification, 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.
- 2) Any employee who refuses recall shall lose all further recall rights. Failure to report to work within fifteen (15) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Human Resources Department, shall result in loss of all recall or reemployment rights the employee might otherwise have under this Agreement. It is the employee's responsibility to notify their Department and the Human Resources Department in writing of any change in address.
- 3) 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.

ARTICLE 18 - VACANCIES AND JOB POSTINGS

SECTION 18.1 Whenever a vacancy exists or when the Employer wishes to add to the number of employees in any classification, the vacancy notice will be posted on the Union bulletin boards by the President of the Union. The posting will be for a period of ten (10) business days.

SECTION 18.2 The Employer will give preference to its regular employees, so long as they are qualified, over hiring new employees when making placements in more desirable job openings within the Public Works and Parks and Recreation Departments when filling a job opening. Individuals who wish to be considered for job vacancies will submit an employment application to the Human Resources Department for consideration.

SECTION 18.3 In filling a job opening, the selection of an employee within a department covered by this Agreement shall be based on seniority, necessary experience, past work record, ability and qualifications to fulfill the duties of the job involved. In the event more than one employee is equally qualified for the job opening, said job opening shall be assigned to the employee with the greatest amount of seniority.

SECTION 18.4 The successful applicant for the job opening will be given a six (6) month probation period at which time the City will evaluate the individual. During this period of time the applicant may elect to return to their old position. In addition, if the individual does not demonstrate the skills necessary to perform the job, the City may return the applicant to their old position without loss of seniority. If the individual returns to their old position during the six (6) month probation period, the rate of pay and title

will revert to the previous rate of pay and the title the individual held at the time of applying for the job opening. After the six (6) month probation period, if the promoted individual desires to return to their previous position, the City has no obligation to return them to said position.

ARTICLE 19 - PROBATIONARY EMPLOYEES

SECTION 19.1 No new employee shall attain seniority rights under this Agreement until he/she has been continuously employed as a full-time employee for a period of twelve (12) months.

SECTION 19.2 Upon completion of the probationary period, the employee's seniority shall date back to the employee's date of hire with the Department.

ARTICLE 20 - SEPARATION FROM SERVICE

SECTION 20.1 All discharges, (other than for probationary employees), demotions, transfers and/or suspensions will be for just cause only and will be subject to the Grievance Procedure as outlined in Article 9 of this Agreement.

ARTICLE 21 - SAFETY

SECTION 21.1 The Employer shall make provisions for the safety of the employees during working hours and the Union will encourage employees to work in a safe manner and to observe all safety regulations prescribed by the Employer. Employees shall use and/or wear all safety equipment. Effective September 12, 2008, the City shall no longer provide uniforms for bargaining unit employees except for Eric Webster, the Garage Mechanic. In lieu of uniforms, the City shall provide each bargaining unit employee (except for Eric Webster) with a uniform allowance in the amount of five hundred and seventy-five dollars (\$575.00) per year, effective July 1, 2020. Said uniform allowance will be paid on or before July 1st of each year and shall be issued by a separate check. Each bargaining unit member shall be responsible for purchasing tee-shirts containing the City of Groton logo and/or insignia. Employees shall maintain a professional appearance and shall not wear torn or tattered clothing.

SECTION 21.2 The Employer shall furnish, at no cost to the employee, gloves and goggles. For those employees who need prescription safety glasses, the employee shall pay for the cost of an eye examination. The Employer will pay for one pair of prescription glasses up to two hundred dollars (\$200.00) every other year if the employee is required to wear safety glasses on the job. The Employer shall provide and maintain a first aid kit in every truck.

SECTION 21.3 Employees shall be required to wear safety shoes, acceptable to the City, at all times while at work. Effective July 1, 2020, the Employer will pay each employee two hundred and seventy-five dollars (\$275.00) annually to cover the expense of the safety shoes. If an employee purchases their boots from REM boots, REM will direct bill the City for up to two hundred and seventy-five dollars (\$275.00) annually and the employee will be charged at the time of purchase for anything in excess of two hundred and seventy-five dollars (\$275.00) annually.

ARTICLE 22 - GOVERNMENTAL REGULATIONS

SECTION 22.1 This Agreement has been entered into pursuant to Section 7-467 to 7-477 inclusive, of the Connecticut General Statutes. The provisions of this Agreement shall be subject to said statutes and to all applicable laws, charter provisions, regulations, directives and orders, state or federal, now or hereafter issued or enacted.

SECTION 22.2 Any provision of this Agreement which requires the approval or consent of any governmental agency shall not become effective until such approval or consent has been received.

ARTICLE 23 - STABILITY OF AGREEMENT

SECTION 23.1 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees within the City and in no case shall it be binding upon the parties hereto unless such agreement, alteration, understanding, variation, waiver or modification is made and executed in writing between the parties hereto.

SECTION 23.2 The waiver of any breach or condition in this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 23.3 In the interpretation of this Agreement, the Employer shall not be deemed to have been limited in any way in the exercise of the regular or customary functions of management.

ARTICLE 24 - SUBSTANCE ABUSE POLICY

SECTION 24.1 **Purpose.** The purpose of this policy:

- a. To establish and maintain a safe, healthy, working environment for all employees and to protect the public;
- b. To ensure the reputation of the Public Works and Parks and Recreation Departments and its employees as good, responsible citizens worthy of public trust;
- c. To reduce the incidents of accidental injury to person or property;
- d. To reduce absenteeism, tardiness and indifferent job performance; and
- e. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

SECTION 24.2 **Definitions**

- a. Alcohol or Alcoholic Beverages - means any beverage that has an alcoholic content.
- b. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- c. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- d. Illegal Drug - means any drug, chemical or controlled substance, the sale or consumption of which is illegal.
- e. Supervisor - means the employee's immediate superior in the chain of command, or the Director of Public Works, or the Director of Parks and Recreation.

- f. Employee Assistance Program - means Employee Assistance Program (“EAP”) provided by the City of Groton or any agency/entity the City has contracted with to provide said Program.

SECTION 24.3 **Employee Assistance Program**

- a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into or use of the EAP can occur by self-referral, voluntary referral by the Supervisor (and/or his or her designee) and/or Human Resources; and/or mandatory referral by the Director of Public Works, the Director of Parks and Recreation or their designee (and/or his or her designee) and/or Human Resources.
- b. Request for or required participation in the EAP through “recommendation” or “Supervisor/Director referral” will be treated as confidential. “Self-referral” confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- c. Employee progress will be monitored by the Director of Public Works, the Director of Parks and Recreation or their designee and Human Resources.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, and consistent with the City’s FMLA policy, employees are required to utilize accumulated sick leave first, then vacation and other accumulated leave for inpatient and/or outpatient care. An employee may request an extension of sick leave, following exhaustion of other leave, for rehabilitation purposes, however, the failure of the City to grant said extension shall not be a grievable matter by the member or the Union. Said extension shall be limited to the remainder of period of time for leave otherwise allowed under the Family and Medical Leave Act (i.e., a total of twelve weeks in a twelve month period).
- e. To be eligible for continuation of rehabilitation pay in accordance with Section 20.3(d) above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Director of Public Works, the Director of Parks and Recreation or their designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

SECTION 24.4 **Alcoholic Beverages**

- a. No alcoholic beverages will be brought to work or consumed while on duty. The Public Works and Parks and Recreation Departments may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- c. Any employee whose off-duty use of alcohol results in any violation of the Collective Bargaining Agreement between the City and the Union, or the Rules and Regulations of the City of Groton, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any essential duties required by said member in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

SECTION 24.5 **Prescription Drugs**

- a. No prescription drug shall be brought upon City premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose use of prescription drugs results in any violation of the Collective Bargaining Agreement between the City and the Union, or the Rules and Regulations of the City of Groton, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any essential duties required by said member in a satisfactory manner, may be referred to the EAP for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

SECTION 24.6 **Illegal Drugs**

- a. The use of an illegal drug or controlled substance or the possession of them may be cause for suspension or termination.
- b. The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person may be cause for suspension and/or termination, and/or for referral to law enforcement authorities.
- c. The “occasional,” “recreational” or “off-duty” use of illegal drugs will not be excused.

SECTION 24.7 **Procedures**

The procedures of the City of Groton Public Works and Parks and Recreation Departments in regards to an employee using, possessing or under the influence of alcohol, drugs, or controlled substances, while on duty are as follows:

- a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render them unfit for duty.

STEP 1: Supervisors who have reasonable suspicion to believe that an employee is under the influence of alcohol, drugs or controlled substances while on duty shall immediately relieve said employee from duty. Said employees shall remain on the premises for the purposes of complying with Step 3 below.

STEP 2: The Supervisor, or his designee, shall immediately notify the Director of Public Works, the Director of Parks and Recreation, or their designee and the Drug and Alcohol Program Manager (DAPM).

STEP 3: Both the Supervisor and the Director of Public Works, the Director of Parks and Recreation, or their designee and the DAPM, will interview the employee for the purpose of determining whether the employee is under the influence of alcohol, drugs, or controlled substances, if they both believe, based on reasonable suspicion, that the employee is under the influence of alcohol, drugs, or controlled substances which adversely affects or could adversely affect such employee’s job performance, then said employee shall be taken to the designated hospital or testing facility, for the purpose of performing a urinalysis test.

STEP 4: The decision to relieve the employee from duty shall be documented as soon as possible. Both the Supervisor and the Director of Public Works, the Director of Parks and Recreation, or their designee and the DAPM should document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

STEP 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a urinalysis test.

- (1) It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Director of Public Works or the Director of Parks and Recreation and may be used in disciplinary proceedings against the employee.
- (2) If the tests are not given and the results not provided, due to the failure of the employee to fully comply and/or fully cooperate, the employee will be considered by the City to be in violation of this Collective Bargaining Agreement between the City and the Union and the City of Groton Rules and Regulations. The employee will be relieved of duty and removed from the payroll.

STEP 6: When urinalysis test is administered the employee will be placed on limited duty or leave with pay until results are available.

- (1) When test results are positive the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken. Such determination shall be solely within the discretion of the Drug and Alcohol Program Manager (DAPM) or his/her designee.
 - (2) When test results are positive, the DAPM shall make the final determination whether the employee returns to active status or remains off duty.
 - (3) Rejection of treatment or failure to complete the program will be cause for suspension or termination.
 - (4) Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority in consideration of any applicable state and/or federal laws including, for example, the Family and Medical Leave Act and its corresponding length of leave.
 - (5) 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 personnel 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.
- b. Any employee operating and/or utilizing a City of Groton apparatus involved in an accident may be tested for drugs and alcohol.

- c. Any Supervisor who has reasonable suspicion that an employee is under the influence of alcohol, drugs or controlled substances which adversely affects or could adversely affect such employee's job performance and does not relieve said employee shall be subject to disciplinary action.

SECTION 24.8 It is mutually understood and agreed by the parties that the City shall have the absolute right to engage in alcohol and drug testing of an applicant for employment with the City in accordance with applicable law including General Statutes §31-51v. The City shall have no obligation to hire any applicant who fails said alcohol or drug testing.

SECTION 24.9 **Miscellaneous**

- a. While the Union and the City agree to a Substance Abuse Policy, the Union shall be held harmless for any violation of any of the employees' legal rights that may be violated by the City out of and arising from the administration of this policy.
- b. 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.
- c. This policy is to be read in conjunction with the City of Groton Drug and Alcohol Policy. In the event that any provision in this policy is in conflict with the City of Groton Drug and Alcohol Policy, the terms of this policy shall control. In the event that any provision in this policy is less stringent and/or conflicts with any testing requirements under state and/or federal law (e.g., CDL), state and/or federal law requirements shall control.

ARTICLE 25 - MISCELLANEOUS

SECTION 25.1 During snow removal operations, no laborer shall drive the snow plowing equipment except in an emergency. During an emergency, a laborer shall be permitted to drive a snowplow. An emergency shall be defined as including an inability on the part of the Employer to locate a light equipment operator; sickness or disability of the assigned light equipment operator with the approval of the Supervisor and any other work affecting the public safety and health.

SECTION 25.2 **Memoranda of Understanding**

Notwithstanding any other provision of this Agreement or any past practice, all previous memoranda of agreement or past practice not specifically incorporated as part of this Agreement shall be rendered null and void. All future memoranda of agreement hereafter entered into by the duly authorized representative or the Employer and of the Union shall be in writing and form a part of this Agreement as though fully set forth herein.

SECTION 25.3 The undersigned parties understand and agree that the work rules in effect are those published by the City in 2012, as may be amended from time to time.

ARTICLE 26 - PENSION

SECTION 26.1 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 27 - EMPLOYEE PERFORMANCE EVALUATIONS

SECTION 27.1 **Rating Interval and Purpose**

It is agreed that at review time supervisors will rate the employee for the purpose of determining how well the employee is doing in his/her job. The Employer may conduct up to two (2) employee evaluations on all employees per calendar year in June and January.

SECTION 27.2 **Merit Rating and Classification**

Employee evaluations 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. Employee evaluations shall be the record of the employee's past performance and may be used to support disciplinary action.

SECTION 27.3 **Merit Rating Factors**

Performance Evaluation Report Factors will be found in Appendix C. Additional factors selected by management may be added as needed. Supervisors shall personally review and discuss merit ratings/performance individually with all assigned employees. Each employee shall be given a copy of his/her Performance Evaluation Report. Each employee will sign said Report, acknowledging receipt thereof. After the performance evaluation has been routed to the appropriate parties, the Human Resources Department will provide the employee with a copy of the performance evaluation. 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.

ARTICLE 28 - DURATION OF AGREEMENT

SECTION 28.1 This Agreement shall be effective from July 1, 2023 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 thereafter. If a party desires to amend this Agreement, either party shall, on or before May 1, 2026, give notice by certified mail to the other party of intention to terminate or amend.

SECTION 28.2 Unless otherwise specified, all provisions of this Agreement shall become effective the date of the execution of this Agreement by the parties.

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 25th day of JANUARY, 2024.

UNITED STEELWORKERS,
AFL-CIO-CLC

FOR THE COMPANY
CITY OF GROTON

David McCall,
President



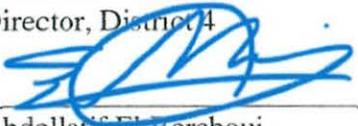
Keith Hedrick
Mayor

John E. Shinn,
International Secretary-Treasurer

Emil Ramirez
Vice President, Administration

Kevin Mapp,
Vice President, Human Affairs

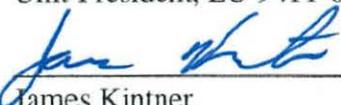
David M. Wasiura,
Director, District 4



Abdellatif El Berchoui
Staff Representative



Thomas Ivory
Unit President, LU 9411-01



James Kintner
Negotiating Committee



James Ervin
Negotiating Committee

CLASSIFICATION	CURRENT HOURLY RATE	RATE AS OF 7/1/23	RATE AS OF 7/1/24	RATE AS OF 7/1/25
LAB 1	\$26.02	\$29.52	\$30.33	\$31.17
LAB 2	\$27.02	\$30.52	\$31.36	\$32.22
LAB 3	\$28.18	\$31.68	\$32.55	\$33.45
LAB 4	\$29.01	\$32.51	\$33.40	\$34.32
LAB 5	\$29.86	\$33.36	\$34.28	\$35.22
LAB 6	\$30.64	\$34.14	\$35.08	\$36.04
LEO 1	\$29.01	\$32.51	\$33.40	\$34.32
LEO 2	\$29.86	\$33.36	\$34.28	\$35.22
LEO 3	\$30.64	\$34.14	\$35.08	\$36.04
LEO 4	\$31.48	\$34.98	\$35.94	\$36.93
LEO 5	\$32.36	\$35.86	\$36.85	\$37.86
LEO 6	\$33.21	\$36.71	\$37.72	\$38.76
MM 1	\$30.23	\$33.73	\$34.66	\$35.61
MM 2	\$31.08	\$34.58	\$35.53	\$36.51
MM 3	\$31.97	\$35.47	\$36.45	\$37.45
MM 4	\$32.81	\$36.31	\$37.31	\$38.33
MM 5	\$33.63	\$37.13	\$38.15	\$39.20
MM 6	\$34.52	\$38.02	\$39.07	\$40.14
MM 7	\$35.38	\$38.88	\$39.95	\$41.05
GM 1	\$31.08	\$34.58	\$35.53	\$36.51
GM 2	\$31.97	\$35.47	\$36.45	\$37.45
GM 3	\$33.39	\$36.89	\$37.90	\$38.95
GM 4	\$33.63	\$37.13	\$38.15	\$39.20
GM 5	\$34.52	\$38.02	\$39.07	\$40.14
GM 6	\$35.38	\$38.88	\$39.95	\$41.05
GM 7	\$36.19	\$39.69	\$40.78	\$41.90
HEO 1	\$30.64	\$34.14	\$35.08	\$36.04
HEO 2	\$31.65	\$35.15	\$36.12	\$37.11
HEO 3	\$32.36	\$35.86	\$36.85	\$37.86
HEO 4	\$33.21	\$36.71	\$37.72	\$38.76
HEO 5	\$34.06	\$37.56	\$38.59	\$39.65
HEO 6	\$34.93	\$38.43	\$39.49	\$40.57
HEO 7	\$35.80	\$39.30	\$40.38	\$41.49

APPENDIX A – SALARY PLAN CONT'D

CLASSIFICATION	CURRENT HOURLY RATE	RATE AS OF 7/1/23	RATE AS OF 7/1/24	RATE AS OF 7/1/25
MMM 1	\$29.86	\$33.36	\$34.28	\$35.22
MMM 2	\$34.95	\$38.45	\$39.51	\$40.59
MMM 3	\$36.13	\$39.63	\$40.72	\$41.84
MMM 4	\$36.84	\$40.34	\$41.45	\$42.59
MMM 5	\$37.86	\$41.36	\$42.50	\$43.67

***SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR/HR DIRECTOR**

APPENDIX B – POSITION DESCRIPTIONS

1. Laborer – Public Works
2. Maintenance Mechanic – Public Works
3. Master Maintenance Mechanic – Public Works
4. Light Equipment Operator – Public Works
5. Heavy Equipment Operator – Public Works
6. Garage Mechanic – Public Works
7. Light Equipment Operator – Parks and Recreation
8. Laborer – Parks and Recreation
9. Maintenance Mechanic – Parks and Recreation

Position Title: Laborer
Department: Public Works
Reports to: Director of Public Works or designee
Contract: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Laborer, under the general supervision of the Director of Public Works or designee, performs a variety of moderate to heavy unskilled and semi-skilled diversified tasks related to the general maintenance of streets, sidewalks, highways, public grounds and facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Collects rubbish, recyclables and bulky waste.
4. Performs inside and outside preventive maintenance task along with other general maintenance of streets, sidewalks and public grounds.
5. Works on snow removal or emergency operations as required.
6. Knowledge of all public works functions (location of sandboxes, cleans gutters and sweeps, clear snow and ice from sidewalks and streets; cleans and maintains catch basins, traps and trap pipelines; shovels, piles, loads and spreads sand, stone, debris, snow and ice; sweeps garage or shop; waters lawns, plants, and trees; cuts grass by hand or power mower; sprays herbicides on sidewalks and gutters; trims and plants shrubs and small trees; acts as grounds person on tree work; weeds, rakes, spades and helps lay out gardens, lawns, courts and fields; cleans waterways or ditches; removes leaves from streets and sidewalks; may work with survey parties).
7. Laborers must safely operate and maintain chain saws, power mowers, brush cutters, power grinders, concrete vibrators, concrete rigging machines, brush or stump chippers, sprayers and Jari mowers, compressors, jackhammers, rock drills and similar equipment; operate trucks with gross vehicle weight of less than 18,000 pounds.
8. May perform miscellaneous carpentry, concrete and masonry work while working with a Maintenance Mechanic or performs unskilled and semi-skilled diversified tasks while working with anyone above his classification.
9. Must be able to work with road crew.
10. Must promote professionalism and courtesy within the Public Works Department and the City of Groton.
11. Performs any other related duties as directed.

QUALIFICATIONS

****Must possess at time of appointment and maintain as a condition of employment a valid Connecticut Motor Vehicle Driver's License. Those hired on or after July 1, 1994 must possess at the time of appointment and maintain as a condition of employment a valid Connecticut Motor Vehicle Driver's License Class B, Commercial Driver's License and current medical card and must be able to safely operate a vehicle. Said Class B (CDL) license may be waived at the sole discretion of the City. **This is not meant to supersede the contract.**

LANGUAGE SKILLS

Must be able to interact and work in a cohesive environment.

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals for the automotive mechanic trade.

Ability to write routine reports and correspondence.

Ability to understand verbal and/or written instructions and follow them as directed.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

EXPERIENCE AND/OR TRAINING

High school graduate with a minimum of six months related experience required.

Working knowledge of the hazard and safety precautions of the trade.

Must wear all safety gear/equipment as required.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. Must understand and have the ability to use common laboring tools and have some practical knowledge in properly caring for streets, sidewalks, highways and grounds. Large, repetitive work with some variations in materials and procedures. Must be in good physical fitness, strength and stamina to perform required strenuous or heavy manual duties and are expected to maintain such physical fitness to be able to perform the duties.

The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Maintenance Mechanic
Department: Public Works
Reports to: Director of Public Works or designee
Contract: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Maintenance Mechanic, under the general supervision of the Director of Public Works or designee, performs a variety of skilled tasks in the construction, maintenance and repair of sidewalks, streets and highways, and other departmental facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Must have considerable knowledge of the occupational hazards and safety precautions of the trade and promote the use of all safety gear and equipment.
4. Working knowledge in all aspects of paving and concrete work.
5. Works on snow emergencies when needed.
6. Considerable knowledge of all tools.
7. Sets and transfers grades on job site.
8. Ability to weld and use oxygen and acetylene torch.
9. Installs drainage pipe, basins and manholes.
10. Informs management of low inventory and supplies.
11. Must be able to manufacture street signs and traffic line painting.
12. Must promote professionalism and courtesy within the Public Works Department and the City of Groton.
13. Must perform all duties of a lower classification.

QUALIFICATIONS

Considerable knowledge of the standard tools, materials, methods and practices covering any phase of the operations under the jurisdiction of the Public Works Department.

*Must possess at time of appointment and maintain as a condition of employment a valid Connecticut Driver's License Class B, Commercial Driver's License and medical card and operate a vehicle safely.

Ability to work under general supervision and relay instructions to other employees.

Considerable knowledge of the geography of the City.

****This is not meant to supersede the contract.**

LANGUAGE SKILLS

Must be able to work under supervision and relay instructions to other employees.

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals for the automotive mechanic trade.

Ability to write routine reports and correspondence.

Ability to understand verbal and/or written instructions and follow them as directed.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

EXPERIENCE AND/OR TRAINING

High school graduate with a minimum of six months related experience required.

Working knowledge of the hazard and safety precautions of the trade.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. Must understand and have the ability to use common laboring tools and have some practical knowledge in properly caring for streets, sidewalks, highways and grounds. Large, repetitive work with some variations in materials and procedures. Must be in good physical fitness, strength and stamina to perform required strenuous or heavy manual duties and are expected to maintain such physical fitness to be able to perform the duties. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency conditions. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Master Maintenance Mechanic
Department: Public Works
Reports to: Director of Public Works or designee
Contract: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Master Maintenance Mechanic, under the general supervision of the Director of Public Works or designee, performs a variety of skilled tasks in the construction, maintenance and repair of sidewalks, streets and highways, and other departmental facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Must have considerable knowledge of the occupational hazards and safety precautions of the trade and promote the use of all safety gear and equipment.
4. Maintenance and proper inventory of all hand and power tools.
5. Must complete work records and maintain records of materials used.
6. Must have the ability to weld, braze and use oxyacetylene torch or electric welding.
7. Must be able to transfer and set grades either by transit or level.
8. Considerable knowledge of building construction methods but not limited to the knowledge of its properties, construction of sidewalks, catch basins, manholes, footings, retaining walls, masonry work and pipe laying.
9. Considerable knowledge of asphalt and all aspects of paving and curbing.
10. Must be able to skillfully and safely operate heavy equipment.
11. Must promote professionalism and courtesy within the Public Works Department and the City of Groton.
12. Must perform all duties of a lower classification.

QUALIFICATIONS

Considerable knowledge of the standard tools, materials, methods and practices covering any phase of the operations under the jurisdiction of the Public Works Department.

Ability to work under general supervision and relay instructions to other employees.

Considerable knowledge of the geography of the City.

****Must possess at time of appointment and maintain as a condition of employment a valid Connecticut Driver's License Class B, Commercial Driver's License and medical card and be able to safely operate a vehicle.**

****This is not meant to supersede the contract.**

LANGUAGE SKILLS

Must be able to work under supervision and relay instructions to other employees.

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals for the automotive mechanic trade.

Ability to write routine reports and correspondence.

Ability to understand verbal and/or written instructions and follow them as directed.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

EXPERIENCE AND/OR TRAINING

High school graduate with a minimum of six months related experience required.

Working knowledge of the hazard and safety precautions of the trade.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. Must understand and have the ability to use common laboring tools and have some practical knowledge in properly caring for streets, sidewalks, highways and grounds. Large repetitive work with some variations in materials and procedures. Must be in good physical fitness, strength and stamina to perform required strenuous or heavy manual duties and are expected to maintain such physical fitness to be able to perform the duties. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency situations. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Light Equipment Operator
Department: Public Works
Reports to: Director of Public Works or designee
Contract: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Light Equipment Operator, under the general supervision of the Director of Public Works or designee, performs a variety of moderately skilled tasks in the construction, maintenance and repair of City roadsides, roadways and other departmental facilities, operates and maintains light mechanical equipment and works as a helper in garages in the ordinary repair of mechanical equipment and does related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Knowledgeable in the safe operation and maintenance of chainsaws.
4. Knowledgeable in sidewalk construction and paving methods.
5. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
6. Knowledgeable in the operation and minor servicing of trucks and similar automotive equipment and skill in the operation of such vehicles.
7. Knowledge of City snowplowing routes, sanding and snowplowing operations and works during snow emergencies when needed.
8. Must be able to perform driver training.
9. Must maintain accurate daily work records and truck maintenance reports.
10. Must be able to work along side road maintenance crew in a cohesive environment.
11. Must promote professionalism and courtesy with the Public Works Department and the City of Groton.
12. Must perform all duties of a lower classification.

The following is a listing of trucks, equipment, tasks or related duties the operating, maintaining or performing of which are considered to be, but not limited to, the responsibilities and duties of positions in this class:

TRUCKS:

- 28' aerial bucket truck.
- 1 ton 4-wheel drive pickup.
- 1-1/2 ton, 2 ton, 3 ton Mason dump truck.
- 4 cubic yard dump truck.
- 5 ton or 20 cubic yard refuse collection truck.
- 20 and 25 cubic yard refuse collection truck.
- 6 cubic yard dump truck.
- 7 cubic yard dump truck.

14 cubic yard dump truck.

All trucks when using the following attachments:

Snow plows.

Trailers and towed equipment on vehicles of 1 ton or over.

Weed control sprayers.

Compressor trucks.

4 wheel drive dump truck.

Tractors when using multi-mowing equipment or when used for plowing.

Trucks with hopper type spreaders.

EQUIPMENT:

Asphalt paving machine, street sweeper and trackless MT.

Bituminous or concrete curbing machines brush or stump chippers, chain saws (electric or gas) concrete vibrators.

Backhoe.

Hand operated pavement-marking machine, Joint cleaning machines.

Power grinders and grindstone.

Power sprayers.

Screens.

Seeding-mulching machines.

Skid boxes.

Small boilers for heating bituminous materials.

Road saws (for cutting asphalt and concrete).

QUALIFICATIONS

Thorough knowledge of the standard practices, methods, tools and equipment of the automotive industry.

Completion of at least one (1) year of general driving experience in the operation of a truck or similar equipment; or an equivalent combination of training and experience.

****Must possess at time of appointment and maintain as a condition of employment a valid Connecticut Driver's License Class B, Commercial Driver's License and medical card and be able to safely operate a vehicle.**

****This is not meant to supersede the contract.**

EDUCATION AND/OR EXPERIENCE

High school graduate with at least four (4) years of progressively responsible automotive repair experience, three years of which must have been as a helper or under supervised training and/or an equivalent combination of training and experience.

Working knowledge of the hazard and safety precautions of the trade.

LANGUAGE SKILLS

Must be able to follow verbal and/or written orders, communicate both orally and/or in writing.

Must be able to work well with other employees.

Must be able to work alongside road crew maintenance.

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals for the automotive mechanic trade.

Ability to write routine reports and correspondence.

Ability to communicate both orally and in writing.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Must be in good physical fitness, strength and stamina to perform required strenuous or heavy manual duties and are expected to maintain such physical fitness to be able to perform the duties. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency situations. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Heavy Equipment Operator
Department: Public Works
Reports to: Director of Public Works or designee
Contract: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Heavy Equipment Operator, under the direct supervision of the Director of Public Works or designee, performs a variety of skilled tasks at less than the journeyman level in the construction, maintenance and repair of roadsides, roadways and other departmental facilities, operates and maintains the more complex mechanical equipment; works as a skilled mechanic at less than the journeyman level in the repair of mechanical equipment; does related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Trains other employees to operate various Public Works Department vehicles and equipment.
4. Operates and maintains complex mechanical equipment.
5. Works as a skilled mechanic in the repair of mechanical equipment.
6. Must be able to set drainage pipe.
7. Must be able to instruct driver training.
8. Must be able to transfer grades on job site projects.
9. Must perform a variety of skilled tasks in the construction, maintenance and repair of roadsides, roadways and other department facilities.
10. Must maintain accurate daily work records and keep track of material stockpiles.
11. Thorough knowledge of all personal safety gear and equipment and its utilization.
12. Must be able to perform all duties of a lesser classification.

TRUCKS:

Low bed type trailer tractor.

EQUIPMENT:

Concrete cutting saws.
Core drills.
Front-end loaders, 1 cubic yard and over, with or without backhoes.
Motor graders.
Backhoe.
Excavators.

QUALIFICATIONS

****Must possess at time of appointment and maintain as a condition of employment a valid Connecticut Driver's License Class B, Commercial Driver's License and medical card and be able to safely operate a vehicle.**

Knowledge, skill and ability: Considerable knowledge of laws and ordinances regulating the operation of vehicles upon the roads.

Considerable knowledge of the mechanics of automotive equipment.

Considerable knowledge of the geography of the City.

Physical strength and endurance to perform heavy physical work, often under adverse conditions.

****This is not meant to supersede the contract.**

EXPERIENCE AND/OR EDUCATION

High school graduate with a minimum of two years of progressively responsible experience in the operation of general light automotive equipment with some supervised training in the operation of heavy equipment; or an equivalent combination of training and experience.

LANGUAGE SKILLS

Ability to work under general supervision and to relay or to give instructions to other employees.

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals.

Ability to write routine reports and correspondence.

Ability to communicate both orally and/or in writing.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Must be in good physical fitness, strength and stamina to perform strenuous or heavy manual duties and are expected to maintain such physical fitness to be able to perform the duties. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency situations. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Garage Mechanic
Department: Public Works
Reports to: Director of Public Works or designee
Contract: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Garage Mechanic, under the general supervision of the Director of Public Works or designee, performs maintenance work as a journeyman in a specific craft requiring the application of trade skills and standard trade practices; makes estimates of time and material required on assigned tasks; does related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Diagnoses failure in all types of automotive and heavy mobile mechanical equipment. Services, dismantles, overhauls and reassembles front ends, motors, standard, semi-automatic or automatic transmission; overhauls rear ends and hydraulic and automotive electrical systems; constructs and repairs any needed parts.
4. Thorough knowledge of welding, brazing, plasma and oxyacetylene torch.
5. Must be able to keep all tools, machines and test equipment in good working condition.
6. Must maintain up-to-date inventory on all part and materials related to shop, vehicles and equipment and inform management of low inventory.
7. Must promote professionalism and courtesy within the Public Works Department and the City of Groton.
8. Must perform all duties of a lower classification.

QUALIFICATIONS

Thorough knowledge in the use of all trucks and equipment owned by the Public Works Department.

Knowledge of the occupational hazards and safety precautions of the trade.

Must be computer literate.

****Must possess at time of appointment and maintain as a condition of employment a valid Connecticut Driver's License Class B, Commercial Driver's License and medical card and safely operate a vehicle.**

****This is not meant to supersede the contract.**

EDUCATION AND/OR EXPERIENCE

High school graduate with at least four (4) years of progressively responsible automotive repair experience, three years of which must have been as a helper or under supervised training and/or an equivalent combination of training and experience.

Working knowledge of the hazard and safety precautions of the trade.

LANGUAGE SKILLS

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals for the automotive mechanic trade.

Ability to work under general supervision and relay instructions to other workers.

Ability to write routine reports and correspondence.

Ability to communicate both orally and/or in writing.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Must be in good physical fitness, strength and stamina to perform strenuous or heavy manual duties and are expected to maintain such physical fitness to be able to perform the duties. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency situations. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Laborer
Department: Parks and Recreation
Reports To: Director of Parks and Recreation
Union: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: Upon ratification of contract

SUMMARY

The Laborer, under the direct supervision of the Director of Parks and Recreation, performs a variety of moderate to heavy unskilled and semi-skilled diversified tasks related to the general construction, maintenance and repair of City parks, beaches, grounds and buildings. May at times be required to work alone.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Grooms and mows fields, parklets and parks.
4. Repairs and provides maintenance on athletic facilities and equipment.
5. Knowledgeable in the safe operation and maintenance of the following: Tractor, sod cutter, lawn mower, chain saws, Mason dump truck, 4 wheel drive trucks, backhoes, snow plows, roller and other equipment necessary to maintain the facilities.
6. Safely operates sand cleaning machine.
7. Performs masonry, carpentry and painting work.
8. Janitorial work in all rest rooms, meeting houses and beach houses.
9. Prepares and lines-out ball fields for play.
10. Performs maintenance of small machinery and equipment.
11. Presents a courteous and professional image as a representative of the City.

QUALIFICATIONS

Knowledge of all tools and equipment used in the Recreation Department.

****Must possess at time of appointment and maintain as a condition of employment a valid Class B Commercial Driver's License and medical card and be able to safely operate a vehicle.**

Working knowledge of beach, parks and recreation system.

Knowledge of the City of Groton boundaries and the geography of the parks and facilities areas.

Excellent physical health.

****This is not meant to supersede the contract.**

EDUCATION AND/OR EXPERIENCE

High school graduate and/or equivalent experience required.

LANGUAGE SKILLS

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals.

Ability to write routine reports and correspondence.

Ability to communicate both orally and in writing.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. The employee must be able to climb ladders and work in confined spaces. The employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Light Equipment Operator
Department: Parks and Recreation
Reports To: Director of Parks and Recreation
Union: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Light Equipment Operator, under the general supervision of the Director of Parks and Recreation, performs a variety of moderately skilled tasks in the construction, maintenance and repair of City parks, beaches, grounds and buildings. May at times be required to work alone. The Light Equipment Operator has the basic knowledge of the beach, parks and recreation areas.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Grooms and mows fields, parklets and parks.
4. Repairs and provides maintenance on athletic facilities and equipment.
5. Fabricates and repairs: buildings, shelters, dugouts, scorer's booths, stone walls, signs and picnic tables.
6. Safely operates: tractor, snow blower, lawn mower, chain saw, truck, roller and other equipment necessary to maintain the facilities.
7. Safely operates snowmaking equipment.
8. Performs masonry, carpentry and painting work.
9. Janitorial work in all rest rooms, meeting houses and beach houses.
10. Safely operates welding equipment.
11. Prepares and lines-out ball fields for play.
12. Performs maintenance of small machinery and equipment.
13. Presents a courteous and professional image as a representative of the City.
14. Must be able to perform duties of a lower classification.

QUALIFICATIONS

Knowledge of all tools and equipment used in the Recreation Department.

Working knowledge of beach, parks and recreation system.

Knowledge of the City of Groton boundaries and the geography of the parks and facilities areas.

Excellent physical health.

****Must possess at time of appointment and maintain as a condition of employment a valid Class B Connecticut driver's license and medical card and be able to safely operate a vehicle.**

****This is not meant to supersede the contract.**

EDUCATION AND/OR EXPERIENCE

High school graduate and/or equivalent experience required.

LANGUAGE SKILLS

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals.

Ability to write routine reports and correspondence.

Ability to communicate both orally and in writing.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency situations. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

Position Title: Maintenance Mechanic
Department: Parks and Recreation
Reports To: Director of Parks and Recreation
Union: United Steelworkers, Local 9411-01
FLSA Status: Non-exempt
Approved By: USW, Local 9411-01/Mayor and Council
Approval Date: June 28, 2010

SUMMARY

The Maintenance Mechanic, under the general supervision of the Director of Parks and Recreation, performs a variety of moderately skilled tasks in the construction, maintenance and repair of City parks, beaches, grounds and buildings. May at times be required to work alone. The Light Equipment Operator has the basic knowledge of the beach, parks and recreation areas and may direct seasonal employees. Must have the ability to relay instructions to other employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs and must adhere to all work according to applicable Federal, State and City safety regulations.
2. Preventive maintenance on vehicles and equipment to include cleanliness and fuel.
3. Grooms and mows fields, parklets and parks.
4. Repairs and provides maintenance on athletic facilities and equipment.
5. Fabricates and repairs: buildings, shelters, dugouts, scorer's booths, stone walls, signs and picnic tables.
6. Safely operates: tractor, snow blower, lawn mower, chain saw, truck, roller and other equipment necessary to maintain the facilities.
7. Safely operates snowmaking equipment.
8. Performs masonry, carpentry and painting work.
9. Janitorial work in all rest rooms, meeting houses and beach houses.
10. Safely operates welding equipment.
11. Prepares and lines-out ball fields for play.
12. Performs maintenance of small machinery and equipment.
13. Presents a courteous and professional image as a representative of the City.
14. Performs duties of a lower classification.

QUALIFICATIONS

Knowledge of all tools and equipment used in the Recreation Department.

Working knowledge of beach, parks and recreation system.

Knowledge of the City's boundaries and the geography of the parks and facilities areas.

Excellent physical health.

****Must possess at time of appointment and maintain as a condition of employment a valid Class B, Commercial Driver's License and medical card and be able to safely operate a vehicle.**

****This is not meant to supersede the contract.**

EDUCATION AND/OR EXPERIENCE

High school graduate and/or equivalent experience required.

LANGUAGE SKILLS

Ability to read and interpret safety rules, operating and maintenance instructions and procedure manuals.

Ability to write routine reports and correspondence.

Ability to communicate both orally and in writing.

REASONING ABILITY

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

PHYSICAL DEMANDS

While performing the duties, the employee is occasionally required to stand; walk; sit; use hands to finger; handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk and/or hear. The employee must be able to climb ladders and work in confined spaces. The employee must frequently lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus. The aforesaid vision requirements can be satisfied with appropriate medically prescribed prescription glasses/lenses when applicable.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. While performing these duties, the employee may be exposed to wet and/or humid conditions and outside weather conditions in emergency situations. The noise level in the work environment is usually moderate. The employee must conform to all Occupational Safety and Health Act regulations. The employee is required to use safety in the performance of their job to include safety vests, safety shoes, eye and hearing protection.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

I have read and understand my position description.

EMPLOYEE'S NAME

DATE

APPENDIX C - PERFORMANCE EVALUATION FORM

Name: _____ Date: _____

Department: _____ Job Title: _____

Purpose of this Employee Evaluation:

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:

Performance evaluations will be conducted while advancing through the steps. Once the employee has reached top step, the evaluation will be conducted on the employee's anniversary date. 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.
--	--	--	--	--

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.
--	--	------------------------------	-------------------------------------	--

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.
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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.
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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.
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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.
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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.
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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.
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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.

Discourteous. Unfriendly; not helpful. Antagonistic.	Approachable; helpful if asked. Sometimes tactless.	Warm. Friendly. Usually helpful.	Very friendly. Always polite. Will go out of 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.
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Rate the individual based upon the essential job functions of their position.

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

Duties Rating Comments

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Areas to focus on:

1.
2.
3.

Initials

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

DENTAL

Issued By:

**Anthem Health Plans, Inc. d/b/a
Anthem Blue Cross and Blue Shield
370 Bassett Road
North Haven, Connecticut 06473**

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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 of the Covered Person except as otherwise specified in this Section.

NON-PARTICIPATIONG 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)

If 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 musculo-skeletal 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 E - CITY OF GROTON PLAN

City of Groton

Local 9411-01

Type of Plan	Plan Change Option	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
RX Plan Co Pays (Generic/Listed/Non-Listed)		Deductible then:
Rx Summary Type	\$5/20/40	\$5/20/40
	MP4	MP4
	\$2,000 year co-pay maximum, then 20% coinsurance with per script max of \$100	
Calendar Year Maximum		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

50%

*** 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*

APPENDIX F - RETURN TO WORK/TRANSITIONAL WORK PROGRAM

EXAMPLES OF POTENTIAL TRANSITIONAL WORK

PARKS AND RECREATION DEPARTMENT 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.

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.
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- Perform appropriate clerical tasks.
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- 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 G - SICK LEAVE BANK POLICY MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
LOCAL USWA 9411-00 PUBLIC WORKS
AND
THE CITY OF GROTON ('CITY')**

SICK LEAVE BANK

In case of an extended illness or injury (beyond ten (10) consecutive days of absence) when an individual has used up his/her available personal sick leave, (sick leave shall mean the leave an employee has for that year up to the point of illness/injury plus his/her accumulated sick leave), he/she will be permitted to draw sick leave from the sick leave bank established by the **United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (Local USWA 9411-00 Public Works) ("Union")** and the **City of Groton ("City")**. The days will be voluntarily donated by employees on behalf of those who under extreme circumstances who may need assistance. The following guidelines shall apply:

1. Each employee choosing to enroll in the bank may donate up to ten (10) days of his/her accumulated sick leave to the bank on a monthly basis so long as the donating employee has no less than thirty (30) accrued sick days. Once an employee has thirty (30) or less accrued sick days said employee will not be permitted to donate sick leave.
2. An employee withdrawing from membership in the Sick Leave Bank will not be able to withdraw his/her contributed days.
3. Days may be donated to a specific individual or to the Sick Leave Bank. Employees are to complete enclosure (1).
4. The Union and the City are responsible for the administration of this bank, through one (1) Union member appointed by the President of the Union and two (2) individuals appointed by the Mayor to serve until replaced, with appointments stated in writing by the President of the Union and the Mayor.
 - a. Written application must be made to the Sick Leave Bank Committee ten (10) working days before anticipated need whenever possible.
 - b. Medical verification of said long-term illness shall be forwarded to the Human Resources Manager upon initial application by an employee for Sick Leave Bank benefits and upon any subsequent application for additional benefits. Employee is to complete enclosure (2). The Committee shall have the right to have any employee applying to the Sick Leave Bank for benefits examined at any time by a doctor designated by the Committee. The committee shall use the report of any such examination to verify the employee's medical condition for eligibility for sick leave benefits. The City shall pay for any portion of the cost of any such exam not covered by insurance. If the employee fails to submit to such an exam, he/she shall immediately be denied eligibility for Sick Leave Bank benefits.

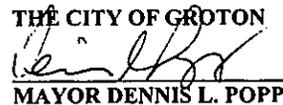
**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
LOCAL USWA 9411-00 PUBLIC WORKS
AND
THE CITY OF GROTON ("CITY")**

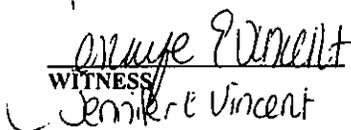
SICK LEAVE BANK

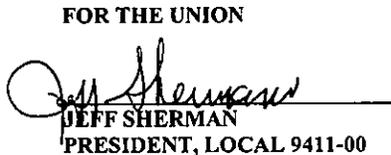
- c. Employees may only receive donations of sick days from the Sick Leave Bank for nine (9) continuous months from the date of application.
 - d. An employee is no longer eligible for Sick Leave Bank benefits if he/she is determined to be permanently disabled by social security or the City of Groton Pension Plan.
5. The Union, City or the Committee shall be empowered to apply on behalf of an incapacitated employee.
6. The Committee will annually supply the Union and the City with statistics regarding the status of the bank, i.e., number of participants, numbers of days contributed for the current year, number of Union members withdrawing days from the bank, number of days remaining in the bank, and other such information requested by the Union or the City.
7. Any costs of administering the Sick Leave Bank shall be shared equally by the Union and the City.

Dated this 4th day of December, 2007


WITNESS

THE CITY OF GROTON

MAYOR DENNIS L. POPP


WITNESS
Jennifer Vincent

FOR THE UNION

JEFF SHERMAN
PRESIDENT, LOCAL 9411-00

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
LOCAL USWA 9411-00 PUBLIC WORKS
AND
THE CITY OF GROTON ("CITY")
SICK LEAVE BANK**

Date

To: Human Resources Manager

Subj: Donation of Sick to the Sick Leave Bank

Ref: (a) MOU dated December 4, 2007

1. I, _____ hereby request to donate ____ days of sick leave
(print name)

to the following (please check one below):

____ Sick Leave Bank

____ To an individual (Specify name) _____.

2. I understand that I may donate up to ten (10) days of my accumulated sick leave to the bank on a monthly basis so long as I have no less than thirty (30) accrued sick days. If my accrued sick days fall below thirty (30) days or less, I will not be permitted to donate sick leave.

Signature of Employee

cc: Finance Director
Individual donating time

Enclosure (1)

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,
LOCAL USWA 9411-00 PUBLIC WORKS
AND
THE CITY OF GROTON ('CITY')
SICK LEAVE BANK**

Date

From: _____
(Name of Sick Employee)

To: Human Resources Manager

Subj: Request Sick Leave from the Sick Leave Bank

1. It is requested that I be granted ____ days of sick leave from the sick leave bank.
2. I have exhausted all my sick leave, vacation leave and personal time.
3. I have enclosed documentation from my health care provider as to the reason for this request.
4. I understand that I may only receive donations of sick days from the Sick Leave Bank for nine (9) continuous months from the date of application.
5. I understand that I am no longer eligible for Sick Leave Bank benefits if I am determined to be permanently disabled by social security or the City of Groton Pension Plan.

Employee's Signature

Date

Enclosure (2)

APPENDIX H - PENSION PLAN

RETIREMENT PLAN

FOR

**THE UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL
UNION (USW 9411-01 PUBLIC WORKS)**

AMENDED AND RESTATED

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INTRODUCTION

This Agreement is between the City of Groton, hereinafter referred to as the "City" or "Employer", and The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW 9411-01 Public Works), 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 United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW 9411-01 Public Works), (previously referred to as "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, 1989, 1993 and 2010. The Retirement Plan for The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW 9411-01 Public Works), 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 United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW 9411-01 Public Works), 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 1, 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 provision 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 life. For the purposes 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 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, including up to one thousand dollars (\$1,000.00) overtime, exclusive of all other earnings, including, but not limited to, overtime in excess of one thousand dollars (\$1,000.00), 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 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 age 60, provided, however, that Employees shall have accrued at least five (5) years of Continuous Service.

SECTION 2.12 "Participant" means a 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 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 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 employment by the City.

SECTION 2.19 "Surviving Spouse" means, for the purposes of Article VII, the lawful wife or husband or 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 (1/2) 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 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 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, 1996, each Participant shall make Participant Contributions to this Plan while he remains a Participant hereunder in an amount equal to six percent (6.0%) of his annual base salary, exclusive of overtime,

outside earnings, accumulated sick leave or other employment with the City of Groton and converted to a weekly contribution payable through payroll deductions. Employees hired after October 1, 2019, shall be required to contribute eight percent (8%) of annual base salary as outlined in this Section.

- b. Effective the date of the execution of this Contract, each Participant shall make Participant Contributions to this Plan while he remains a Participant hereunder in an amount equal to six percent (6.0%) of his annual base salary, including up to one thousand dollars (\$1,000.00) overtime, exclusive of overtime in excess of one thousand dollars (\$1,000.00), outside earnings, accumulated sick leave or other employment with the City of Groton and converted to a weekly contribution payable through payroll deductions.

SECTION 3.3 Pick up of Employee Contributions

Notwithstanding any other provision of the Plan to the contrary, the City, in accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall pick up mandatory Participant retirement contributions with respect to bargaining unit employees payable on or after November 14, 1993, or whenever the last governmental action necessary to effectuate the pick up is made, whichever date is later. Such pick up contributions shall be in lieu of Participant Contributions. The City shall pick up these Participant Contributions by an equivalent reduction in the base salary of the Participants. Participants shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to the Plan. The Participant Contribution so picked up by the City shall for all purposes (including determining "base salary" and "final average earnings" under the Plan) be considered to be included in a Participant's annual base salary and shall for all purposes be treated in the same manner and to the same extent as Participant Contributions made prior to November 14, 1993.

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 became eligible and elected to participate in the Plan to the date of his termination of employment or his 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 Worker's Compensation payments.

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 Employer during the period his reemployment rights were guaranteed by law. His period of military service shall be treated as if he had remained in employment with his 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 employment, unless he is vested in accordance with Article VIII hereof.

ARTICLE V RETIREMENT BENEFITS

SECTION 5.1 Normal Pension:

- a. A Participant may retire on a Normal Pension on the first day of any month after he has attained his/her Normal Retirement Date, provided he has filed an application for benefits prior to the commencement of his pension.
- b. Effective October 1, 1993, the Normal Pension shall be a monthly amount equal to two point one percent (2.1%) 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 (1/12) 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 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 Early Retirement commencement date shall be the amount of his 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 sixtieth (60th) birthday reflecting the commencement of benefit payments prior to a Participant's attaining his Normal Retirement Date.

SECTION 5.3 Deferred Retirement Pension

- a. A Participant who is satisfactorily able to perform his duties may remain in active employment until his actual retirement. The first date of the calendar month following such actual retirement shall be his 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 Normal Retirement Pension but based on his Credited Service and his Final Average Earnings completed to his 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 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) 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 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 (l) 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, 1998 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 was of the end of the Limitation Year, is the lesser of (1) or (2) below where:

- 1) Is equal to 1.25 times Section 415 defined benefit plan dollar limitation in effect for such Limitation Year (the prescribed dollar limitation amount of 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) 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 1119(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 provision:
 - 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:
 - (1) 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 year is \$94,023 and shall apply to Limitation Years that end in such calendar years), or
 - (2) 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 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 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 shall be adjusted so that it is equivalent to the benefit payable at age 60 using that which results in the lower benefit under (1) or (2) below:

- (1) the reduction factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
- (2) 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 subparagraph 5.4(i)(2)(b).

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

j. 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:

- 1) Adjustment factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
- 2) The Deferred Retirement Benefit factors or percentages, if any, specified in Article V, Section 5.3 hereof.

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

- 3) Except as provided in subparagraph 5.4(i)(4) below, the Maximum Permissible Benefit determined under subparagraphs 5.4(i)(1) and 5.4(i)(2) above and all other defined benefits plan of the Employer shall never be deemed to be an amount which is less than \$10,000.00 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.
- 4) 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(i) hereof and a fraction, the numerator of which is the number of 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 subparagraphs (1)(a)(2) and (3) of paragraph 5.4(i) 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 the 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 twelve month period. If the results of such examination indicate that such Participant retired on account of a disability and is no longer disabled, then such Participant may resume employment with the City and will receive Credited Service for the period of his Disability Retirement, provided he makes payment of the amount that he would have been required to contribute to the Plan during the period of his 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 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 this 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 (1 ½%) of the Participant's Final Average Earnings multiplied by his Credit Service accrued to the date of his disability, subject to a maximum yearly Pension of forty-five percent (45%) of his Final Average Earnings. One-twelfth (1/12th) 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 employment with the Employer, his 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 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 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 date of birth, his 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 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 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 Sections 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 Dependent Child, shall be equal to his 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 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 eligibility for a Retirement Benefit and receive his 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 accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his sixtieth (60th) birthday. An election may be made by the terminated vested Participant to receive his Participant Contributions with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract, thereby forfeiting his 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 date of death or retirement, whichever is earlier, less any Death Benefit payments received.

SECTION 8.4 A Participant who withdraws or rescinds his authorization to make Participant Contributions shall be deemed to have ceased participation and his employment shall be terminated as 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 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 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 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 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 Participant's actual retirement date, the Normal Form of Retirement Benefit will automatically become payable as if a Contingent Annuitant Option 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 retirement irrevocably to elect to have all or part of his interest in this Plan, which would otherwise become available to him during his lifetime, paid only to his beneficiary after his 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. The annual appropriation by the Employer for each of the fortieth (40th) plan years beginning January 1, 1976, shall be the sum of the normal cost for the year and the annual payment that would be required on a level basis to amortize the unfunded accrued liability over forty (40) years from January 1, 1976. The appropriation for each plan year thereafter shall be the normal cost for the year. 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 over forty (40) years from the effective date of the change.

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 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 is 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. 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 By agreeing to these terms, the City and Union agree that both pension and labor contracts shall be merged and become one single contract ending June 30, 2026.

SECTION 14.2 Unless required by law or otherwise specified herein, the effective date of any change in this Plan shall be the date of the execution of this Contract by the parties.

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 25th day of JANUARY, 2024.

UNITED STEELWORKERS,
AFL-CIO-CLC

FOR THE COMPANY
CITY OF GROTON

David McCall,
President



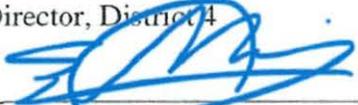
Keith Hedrick
Mayor

John E. Shinn,
International Secretary-Treasurer

Emil Ramirez
Vice President, Administration

Kevin Mapp,
Vice President, Human Affairs

David M. Wasiura,
Director, District 4



Abdellatif El Berchoui
Staff Representative



Thomas Ivory
Unit President, LU 9411-01



James Kintner
Negotiating Committee



James Ervin
Negotiating Committee

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the _____
day of _____, 2024.

THE CITY OF GROTON

WITNESS

KEITH HEDRICK
MAYOR

FOR THE UNION

WITNESS

ABDELLATIF EL BERCHOU
STAFF REPRESENTATIVE
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(USW 9411-01 PUBLIC WORKS)

LOCAL UNION 9411-01 COMMITTEE

THOMAS IVORY, UNION PRESIDENT