

AGREEMENT

CITY OF GROTON

AND

**THE CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 1303-135 OF COUNCIL #4, AFSCME, AFL-CIO**

JULY 1, 2023 – JUNE 30, 2026

TABLE OF CONTENTS

WITNESSETH:	1
ARTICLE I RECOGNITION AND MEMBERSHIP	1
Section 1.1 Recognition (Existing Employees)	1
Section 1.2 Recognition (New Positions)	1
Section 1.3 Initiation Dues, Voluntary Agency Fee	2
Section 1.4 Coverage	2
Section 1.5 Probationary Period (New Employees)	2
Section 1.6 Indemnification of Employer	2
ARTICLE II WAGES AND JOB ASSIGNMENTS	3
Section 2.1 Job Classifications and Hourly Rates	3
Section 2.2 Job Assignments	3
Section 2.3 Shift Premium	4
Section 2.4 Layoff/Rehire	4
ARTICLE III HOURS OF WORK - OVERTIME - HOLIDAYS	5
Section 3.1 Working Hours	5
Section 3.2 Overtime	6
Section 3.3 Holidays	6
Section 3.4 Work on Holidays	7
Section 3.5 Special Overtime Assignments	7
Section 3.6 Work on Vacation	8
Section 3.7 Distribution of Overtime	8
Section 3.8 Special Pay	8
Section 3.9 Rest Time	8
Section 3.10 Sixteen (16) Consecutive Hours Work	9
Section 3.11 Notice of Overtime	9
Section 3.12 Meals	9
Section 3.13 Stacking/Pyramiding	10

ARTICLE IV	VACATION - SICK LEAVE - FUNERAL TIME - PERSONAL TIME.....	10
Section 4.1	Vacation	10
Section 4.2	Bereavement Time	13
Section 4.3	Sick Leave.....	13
Section 4.4	Long-Term Illness.....	14
Section 4.5	Personal Time	14
Section 4.6	Disability Leave and Pregnancy	15
Section 4.7	Time Off Without Pay	15
Section 4.8	Time Off For Grievance Meetings.....	15
ARTICLE V	PERFORMANCE EVALUATIONS.....	16
Section 5.1	Purpose.....	16
Section 5.2	Relationship between Performance Evaluations and Classification	16
Section 5.3	Factors.....	18
Section 5.4	Function of Employee Leadership in Performance Evaluations.....	18
Section 5.5	General.....	18
Section 5.6	Promotions	19
Section 5.7	Job Posting.....	19
ARTICLE VI	MILITARY LEAVE – JURY DUTY.....	19
Section 6.1	Military Leave of Absence.....	19
Section 6.2	Jury Duty.....	20
ARTICLE VII	GRIEVANCES.....	20
Section 7.1	Definition	20
Section 7.2	How Presented	21
Section 7.3	How Processed.....	21
Section 7.4	Arbitration.....	21
Section 7.5	Jurisdiction and Authority.....	21
Section 7.6	Mediation	22
Section 7.7	Memoranda of Understanding	22
ARTICLE VIII	DISCIPLINE.....	22

ARTICLE IX STRIKES AND LOCKOUTS 22

ARTICLE X THE FUNCTIONS OF MANAGEMENT..... 22

 Section 10.1 Management Rights 22

ARTICLE XI SAFETY CONDITIONS/UNIFORMS 23

 Section 11.1 Safety Programs 23

 Section 11.2 Safety Rules and Regulations 23

 Section 11.3 Copies of Safety Rules and Regulations 23

 Section 11.4 Use of Protective Devices and Apparel 23

 Section 11.5 Outside Contractors 23

 Section 11.6 Protective Equipment to be Furnished by Employer 23

 Section 11.7 Responsibility of Employee Regarding Protective Equipment 24

 Section 11.8 Safety is a Joint Responsibility of the Employer and Employee 24

 Section 11.9 Safety Shoes and Eyeglasses 24

 Section 11.10 Uniforms 24

 Section 11.11 Outside Duties/Weather 25

ARTICLE XII DISABILITY 25

 Section 12.1 Disability Payments by Employer 25

 Section 12.2 Voluntary Demotion 26

ARTICLE XIII TRAINING PROGRAM..... 26

 Section 13.1 Employee Training..... 26

 Section 13.2 Education Courses 26

ARTICLE XIV CONTRACT NEGOTIATIONS 27

ARTICLE XV INSURANCE - PENSION..... 27

 Section 15.1 Insurance..... 27

 Section 15.2 Waiver of Coverage 28

 Section 15.3 Insurance Cost Share..... 29

 Section 15.4 Pension and Retiree Health..... 29

ARTICLE XVI	SUBSTANCE ABUSE POLICY.....	30
Section 16.1	Purpose	30
Section 16.2	Definitions.....	31
Section 16.3	Employee Assistance Program	31
Section 16.4	Alcoholic Beverages	32
Section 16.5	Prescription Drugs	32
Section 16.6	Illegal Drugs.....	33
Section 16.7	Procedures.....	33
Section 16.8	Drug Testing of Applicants.....	34
Section 16.9	Miscellaneous	34
ARTICLE XVII	PART-TIME EMPLOYEES	35
Section 17.1	Definition	35
Section 17.2	Affiliation with Union/Maximum Number of Part-Time Employees	35
Section 17.3	Work Schedule.....	35
Section 17.4	Compensation	35
Section 17.5	Availability of Part-Time Employees	35
Section 17.6	Filling of Part-Time Vacancies.....	36
Section 17.7	Step Increases.....	36
Section 17.8	Eligibility to Fill Vacancy for Full-Time Position.....	36
Section 17.9	Vacation Leave	36
Section 17.10	Sick Leave	36
Section 17.11	Insurance Benefits	36
Section 17.12	Holidays.....	37
Section 17.13	Credit for Time Worked as Part-Time Employee	37
Section 17.14	Classifications.....	37
Section 17.15	Transfer from Full-Time to Part-Time	38
ARTICLE XVIII	MISCELLANEOUS.....	38
ARTICLE XIX	RESERVED FOR FUTURE USE.....	38
ARTICLE XX	WORK RULES	38
ARTICLE XXI	DURATION.....	38

APPENDIX A	SALARY PLAN.....	40
APPENDIX B	AFSCME 1303-135 PERFORMANCE EVALUATION FORM.....	42
APPENDIX C	CITY OF GROTON PLAN DESIGN.....	46
APPENDIX D	CITY OF GROTON DENTAL PLAN.....	46
APPENDIX E	DRUG AND ALCOHOL ABUSE POLICY.....	79
APPENDIX F	CITY OF GROTON WORK RULES.....	82
APPENDIX G	PENSION PLAN.....	84

THIS AGREEMENT made and entered into by and between the Mayor and City Council of the City of Groton, in the County of New London and State of Connecticut, hereinafter referred to as “the Employer” or “the City”, and the City of Groton Utilities Employees, Local 1303-135 of Council #4 AFSCME, AFL-CIO, hereinafter referred to as “the Union”.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the economic relations between the Employer, its employees and the Union, to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment and to provide means for the amicable adjustment of all disputes and grievances which may arise;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I RECOGNITION AND MEMBERSHIP

Section 1.1 Recognition (Existing Employees)

- a. The Employer recognizes the Union as the exclusive bargaining agent for all regular full-time employees in job classifications listed in Appendix A of this Agreement (hereinafter “regular employees”), attached hereto and made a part hereof, and part-time employees as defined in Article XVII of this Agreement.
- b. The Union agrees that its members, who are employees of the Employer, will individually and collectively continue to perform efficient work and service, and that they will continue to avoid and discourage waste of materials, time and manpower, and that they will use their influence and best efforts to protect the property of the Department and its interest and to prevent loss of tools and materials, and that they will cooperate with the Department in promoting and advancing the welfare of the Department and the service at all times.
- c. The Union shall notify the Department in writing of the identity of its elected and appointed officers and, in the event of a change of any officer, shall notify the Department of such change promptly. Notices to the Department under this provision shall be directed to the Director of Utilities.

Section 1.2 Recognition (New Positions)

If at any time during the term of the Agreement or any renewals or extension thereof, the Department shall recognize the Union as the exclusive agent of the employees in any job classification in addition to those specified in Appendix A of this Agreement, all of the provisions of this Agreement shall become applicable to the employees in such job classifications as though such job classification had been originally designated herein except that the rates of pay applicable to such job classification shall be such as may be agreed upon between the Department and the Union.

Section 1.3 **Initiation Dues, Voluntary Agency Fee**

- a. Upon receipt of an employee’s signed authorization to deduct membership dues or voluntary agency fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

- b. Upon receipt of individual written authorization and assignment from employees in job classifications listed in Appendix A, the Department will deduct uniformly required monthly Union dues or voluntary agency fees from the employee’s wages and remit same to the Union treasurer. If an employee is transferred out of the bargaining unit, his/her authorization for payroll deduction of Union dues or voluntary agency fees will automatically become void at the end of the calendar month within which his/her transfer is effective.

Section 1.4 **Coverage**

This Agreement shall be applied uniformly to all regular hourly paid employees, and part-time employees as defined in Article XVII of this Agreement, and there shall be no discrimination among employees as regarding terms and conditions of employment.

Section 1.5 **Probationary Period (New Employees)**

New employees will serve a probationary period of six (6) months. Notwithstanding any other provision of this Agreement, probationary employees may be terminated by the Employer at any time during their probationary period without recourse to the grievance and arbitration provisions of this Agreement.

Section 1.6 **Indemnification of Employer**

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.

Section 1.7 **Union Orientation**

All new hires who are represented by the bargaining unit, shall be released from work for one (1) hour without loss of pay, within fifteen (15) days of their start date, to attend a Union orientation. Management shall not be present during the Union orientation.

Section 1.8 **Personnel Report**

Each month the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by

bargaining unit: Last name, First Name, Middle Initial, Hire Date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, cell phone, work email, and home email.

Quarterly, or upon request, the Employer shall furnish to the Union a report showing all personnel transactions adding to or deleting employees to all departments represented by the bargaining unit.

ARTICLE II WAGES AND JOB ASSIGNMENTS

Section 2.1 Job Classifications and Hourly Rates

- a. It is agreed that the Employer shall maintain job classifications at hourly rates in the amounts and scope as attached to and hereby made a part of this Agreement as Appendix A. Job classification descriptions are to be signed by the employee assigned to the position and placed in the employee's personnel file.
- b. Each bargaining unit member who is on the payroll as of the date this Agreement is ratified, shall receive the general wage increase provided for below:
 - Each employee covered by this Agreement shall receive for the period July 1, 2023 – June 30, 2024, a three and one-quarter percent (3.25%) general wage increase, retroactive to July 1, 2023.
 - Each employee covered by this Agreement shall receive for the period July 1, 2024 – June 30, 2025, a two and one-half percent (2.50%) general wage increase.
 - Each employee covered by this Agreement shall receive for the period July 1, 2025 – June 30, 2026, a two and one-half percent (2.50%) general wage increase.
- c. All employees shall be paid through direct deposit.
- d. The City shall have the right, with at least one hundred and twenty (120) days' notice, to implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation.

Section 2.2 Job Assignments

- a. Each employee will be assigned to a job classification, the duties of which he/she is competent to perform and which generally reflect his/her normal work.
- b. An employee who is temporarily assigned to perform work normally performed by a supervisor, on account of the absence from work of a supervisor, will be paid the rate of pay of the supervisor for whom he/she is substituting for all hours so assigned on any day, under rates in effect in the prior fiscal year, provided that the assignment is for four (4) or more consecutive hours on that day. Other employees transferred to a higher classification for four (4) or more hours shall receive the next rate of pay representing an increase above the employee's present rate of pay. Temporary job assignments shall be made from Union

members when any Union member in a classification up to and including Senior Customer Service Representative is absent from work.

- c. An employee who is temporarily assigned during emergency conditions to perform work of a higher classification which is covered by another contract shall receive the current rate of pay for that classification even though such job is not listed in Appendix A of this Agreement, provided that the assignment is for four (4) or more consecutive hours. The employee shall receive that rate of pay which represents an increase above the employee's present rate of pay unless the employee served in the higher classification previously, in which case he/she shall receive the rate of pay for that step attained when working in that classification.

Section 2.3 Shift Premium

Employees assigned to classifications requiring work on the evening and night shifts shall receive in addition to their regular rate of pay, a premium of seven percent (7%) per hour for time worked. The evening shift starts at 4:00 p.m. The night shift starts at midnight.

Section 2.4 Layoff/Rehire

- a. Layoffs can occur when the Director of Utilities deems it necessary to reduce the work force by reason of lack of funds or lack of work. The abolishment of the affected position(s), which necessitate a material change in the duties or organization which are outside the employee's control, shall not reflect discredit on the service of the employees. The employees may receive a letter of recommendation from their supervisor.
- b. In the event of a layoff, employees shall be given at least two (2) weeks written notice, or in lieu thereof two (2) weeks' pay, at the discretion of the City. The layoff shall take effect in the following order:
 - 1) Temporary and Seasonal Employees
 - 2) Probationary Regular Employees
 - 3) Part-Time Employees
 - 4) Regular Employees within a classification with Least Seniority First. For purposes of this provision, Customer Service Representative and Senior Customer Service Representative are the same classification.
- c. Within one (1) year of any layoff, employees with the most seniority, in the reverse order provided in Section 2.4b. of this Article, shall be rehired first, provided they are qualified and capable of performing the available job. Further, unless said employees are ill or provide other reasons acceptable to the Director of Utilities, they must be available to return to work within three (3) weeks of being offered a rehire job, otherwise the Employer shall have no obligation to rehire said employees. Notwithstanding the foregoing, should said employee be ill at the time they are offered a rehire job, they shall be allowed up to eight

(8) weeks in which to return to work. No new bargaining unit employee, full or part-time, shall be hired until all laid off employees have been given the opportunity to return to work, or until one (1) year after the layoff of said employees, whichever date occurs first.

- d. It shall be management's obligation to notify employees by registered mail of their layoff or rehire.

ARTICLE III HOURS OF WORK - OVERTIME - HOLIDAYS

Section 3.1 Working Hours

- a. It is mutually understood and agreed that the normal maximum work day shall be eight (8) consecutive hours flexed between 7:00 a.m. and 7:00 p.m. and that the normal maximum workweek shall be forty (40) hours in any pay week, Monday through Friday inclusive.
- b. It is agreed that if the normal work schedule is a straight eight (8) hour shift.
 - a. One (1) fifteen (15) minute break will be allowed in an eight (8) hour working period.
 - i. The morning break will occur in the first two hours of an eight-hour working period.
 - ii. The afternoon on-site 20-minute break will occur a minimum of two hours after the morning break.
 - iii. If required to work beyond eight (8) straight hours employees will be allowed an additional 15-minute on-site break at or after 3:30 p.m.
- c. It is agreed that the normal work schedule shall mean Monday through Friday and that normally scheduled work hours shall mean hours mutually agreed to by management and the Union. If no agreement on hours can be reached after discussion with the Union, the final decision shall be made by the Director of Utilities.
- d. Notwithstanding Sections 3.1a., 3.1b. 3.1c above and Section 3.2a. hereinafter, an employee may make a written request to the Director of Utilities to work a schedule which is in excess of eight (8) hours in any twenty-four (24) hour period, and/or less than five (5) days per week (Monday through Friday). It is understood that such a request may be granted at the sole discretion of the Director of Utilities and the failure of the Director of Utilities to approve said request shall not be a grievable matter by the Union. The Union shall be informed of the request and decision of the Director of Utilities. Should the request be granted, it is agreed that the employee shall not be entitled to the overtime rate of pay specified in Section 3.2a. until he/she has worked in excess of forty (40) hours per week or, worked in excess of his/her normally scheduled hours, provided the employee's normally scheduled workday is at least eight (8) hours long.
- e. Call Time
 - 1. Employees placed 'on call' will hold themselves available so that they may be contacted within fifteen (15) minutes and shall report fit for duty.

2. Penalty for violation of Section 3.1e will result in a maximum of six (6) months suspension from call time.
3. All employees covered by this Agreement who are assigned to take trouble calls outside of their normal schedule work hours Monday through Friday will be paid:
 - a. \$300.00 for each week assigned between April 1st and October 31st
 - b. \$60.00 for each day assigned between November 1st and March 31st
4. If called upon to perform work in addition to the above call time pay:
 - a. Will be paid for the time worked at the applicable rate, but not less than two (2) hours
 - b. All time worked during this period shall be considered as being continuous

The Employer will make available a vehicle to be used as a call vehicle for the employee who is placed on call for the duration of this Agreement.

Section 3.2 Overtime

- a. All hours worked in excess of eight (8) hours per day or the basic forty (40) hours per week or outside of an employee's normal work schedule will be paid for at one and one half (1½) straight time rates, except when a greater overtime or holiday rate is applicable as hereinafter set forth. For customer service representatives, Thursday 4:00 p.m. through 7:00 p.m. hours and the 11:00 a.m. through 7:00 p.m. shift are not considered overtime hours.
- b. Overtime and Saturday work shall be paid for at one and one half (1½) times the regular hourly rate.
- c. Sunday work shall be paid for at the rate of two (2) times the hourly rate.

Section 3.3 Holidays

The Employer and the Union hereby recognize for the purpose of this Agreement the following paid holidays:

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

Whenever any of such days occurs upon Sunday, the Monday next following such day shall be recognized as the holiday. If a holiday occurs on Saturday, the preceding Friday shall be recognized as the holiday.

Section 3.4 Work on Holidays

When conditions permit, regular employees will be allowed time off at basic straight time rates on recognized holidays falling on a day within their normal work schedule.

- a. When a regular employee is required to work on a recognized holiday falling on a day within his/her normal work schedule, in addition to holiday pay at basic straight time rates, double (2) straight time rates will be paid for time worked within his/her normally scheduled work hours and two and one half (2½) straight time rates will be paid for time worked outside his/her normally scheduled work hours.
- b. When a regular employee is required to work on a recognized holiday falling on a day outside his/her normal work schedule, in addition to the straight holiday time, double (2) straight time rates will be paid for the time worked within his/her normally scheduled work hours and two and one half (2½) straight time rates will be paid for time worked outside his/her normally scheduled work hours.

Section 3.5 Special Overtime Assignments

- a. Employees not assigned to take trouble calls outside their normally scheduled work hours, but who are called out to perform other than prearranged overtime work, will be paid a minimum sum equal to two (2) hours pay at the rate applicable for each time called out, except that they will be paid not less than three (3) hours at applicable rates for each time called out between the hours of 12:00 midnight and 5:00 a.m. In the event that an employee is called back to duty more than once within a two (2) or three (3) hour span, he/she shall be paid for any hours actually worked on the second call that are not encompassed by the original two (2) or three (3) hours.
- b. An employee who reports for prearranged overtime work at an hour outside his/her normal work schedule will be compensated in a sum of not less than two (2) hours pay at applicable overtime rates, provided further that an employee who reports for prearranged overtime work on a day outside his/her normal work schedule, Saturday, Sundays, and holidays will be compensated in a sum of not less than four (4) hours pay at applicable overtime rates. In the event that an employee is notified not to report for prearranged overtime work less than twenty-four (24) hours in advance of the assigned reporting time, he/she shall nevertheless be paid for two (2) hours at his/her basic straight time rate.
- c. Overtime immediately following or less than two (2) hours prior to the normally scheduled workday will be paid for at the actual overtime worked at applicable rates.
- d. All employees who are required to attend educational or training programs shall be paid at applicable prearranged overtime rates for time outside of normal working hours, including time spent in travel to and/or from the educational or training center.
- e. All employees who are requested to attend educational or training programs shall be paid at straight regular hourly rates for the time outside normal working hours, including time spent in traveling and/or from the educational training center.

Section 3.6 Work on Vacation

Any employee who is called in to work while on a vacation day shall be paid a minimum sum equal to eight (8) hours pay in addition to vacation pay at applicable rates for each day on which he/she is called in to work. All such employees shall also have a choice of substitute time off without pay in lieu of responding to work on a vacation day. Every effort will be made to coordinate the desired time off between the employee and management.

Section 3.7 Distribution of Overtime

- a. Regular full time employees will be given preference over temporary or part-time employees in the distribution of overtime work.
- b. Management personnel will not be permitted to perform any overtime work that is normally done by employees during normal work days, except in extreme emergency such as life hazard or when qualified employees are not available or refuse to work overtime.
- c. Insofar as practicable, overtime will be equally distributed among suitably qualified employees who are within the job classification in which the work is to be performed.
- d. Records of distribution of overtime work will be made available to the President or his/her designee of the Union at reasonable times upon reasonable notice.
- e. Employees must make themselves available for any emergency.
- f. In the event of an inadvertent violation of this clause, the Employer shall offer the aggrieved employee the next available overtime opportunity as the remedy.

Section 3.8 Special Pay

Compensation for overtime commences one half (½) hour previous to the time when the employee reports for work and ends one half (½) hour after he/she is dismissed from work, which one half (½) hour periods will not be construed as part of the minimum hours.

Section 3.9 Rest Time

If an employee is required to work outside of his/her normal work day for more than two (2) hours during the eight (8) hour period immediately preceding the starting time of his/her next normal work day schedule, he/she will, whenever possible, be allowed rest time during the normal work day without loss of normal wages. The rest time shall be equivalent to the sum of the time worked and any time allowed off for meals during the above eight (8) hour period, but in no instance shall such rest time be less than two (2) hours. When service requirements will not permit allowing all of the earned rest time off during the normal work day, that part worked will, except for holidays, be paid for at one and one half (1½) times straight time rates.

It is understood that "outside of his/her normal workday" for the purpose of establishing the amount of rest time an employee is entitled to, shall be determined by the time worked during the period between twelve (12:00) midnight and 5:00 a.m. immediately preceding a normal workday.

Section 3.10 Sixteen (16) Consecutive Hours Work

- a. If an employee is required to work beyond sixteen (16) consecutive hours, he/she will, whenever reasonably possible, be allowed a period of eight (8) hours off before returning to work. Any part of such time off which extends into the employee's normal workday will be paid for at straight time rates. Time allowed off for meals will be counted in determining sixteen (16) consecutive hours for the purpose of this Section. When service requirements will not permit allowing as earned rest time off that part which may extend into normal work days, then that part worked during the normal work day will, except for holidays, be paid for at one and one half (1½) straight time rates, provided it is not part of time worked in excess of sixteen (16) hours.
- b. If an employee is required to work beyond sixteen (16) hours, he/she will be paid at double his/her straight time rate for those hours worked beyond sixteen (16) consecutive hours, except when a greater rate is applicable. Time allowed off for meals will be counted in computing sixteen (16) consecutive hours for the purpose of this Section.

Section 3.11 Notice of Overtime

Whenever possible, at least seventy-two (72) hours' notice will be given to employees who are requested to work prearranged overtime. Prearranged overtime is defined as that for which four (4) or more hours of advance notice has been given. Employees who are unable to report for overtime work will notify the Employer as promptly as possible to avoid disruption of planned work.

Section 3.12 Meals

- a. If an employee is required to work overtime, he/she will, except as hereinafter stated, be paid a meal allowance of fifteen dollars (\$15.00) for each meal under any of the following conditions:
 - 1) When required to report to work starting more than one (1) hour before his/her normal scheduled starting time without having been given twelve (12) or more hours advance notice:
 - 2) When required with twelve (12) or more hours advance notice to report for prearranged overtime work, an allowance will be paid for one (1) meal if the reporting time is more than two (2) hours:
 - (a) before his/her normal scheduled starting time on a day within his/her normal work schedule; or
 - (b) earlier in the day than his/her starting time on a normal scheduled work day if the work is on a day outside his/her normal work schedule.

- 3) When required to work more than two (2) hours beyond his/her normal scheduled work hours.
 - 4) When required to work more than six (6) hours beyond the designated lunch period on a prearranged overtime day.
 - 5) Under any of the foregoing conditions, an employee will be allowed one half (½) hour eating time for which he/she will be paid at basic straight time rates except for one (1) normal scheduled or designated lunch period or two (2) meals eaten during working time.
- b. During time of emergencies when employees cannot be released long enough to make arrangements for their meals, the Employer will supply such meals at its own expense.
 - c. During work performed outside of normal scheduled working hours, the Employer will furnish meals at its expense at four (4) hour intervals unless a majority of the employees concerned in a work group in any instance agree to extend the four (4) hour interval.

Section 3.13 Stacking/Pyramiding

There shall be no stacking or pyramiding of any premium and/or overtime rates in this Agreement. When two (2) conflicting premium and/or overtime rates are applicable, the higher rate shall be paid.

ARTICLE IV VACATION - SICK LEAVE - FUNERAL TIME - PERSONAL TIME

Section 4.1 Vacation

The Employer hereby agrees to grant vacation leave in accordance with the following schedule:

- a. Regular employees who have been in the continuous employ of the Employer for six (6) months 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 the 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 the continuous employ of the Employer for five (5) years but less than fifteen (15) years, will be allowed three (3) weeks' vacation with basic straight time pay.
- d. Regular employees who have been in the continuous employ of the Employer for fifteen (15) years or more, will be allowed four (4) weeks' vacation with basic straight time pay.

- e. Regular employees hired on or before October 1, 1998, who have been in the continuous employ of the Employer for twenty (20) years or more, will be allowed four (4) weeks' vacation plus one (1) additional day of vacation time for each continuous year of service beyond twenty (20) years to a maximum of thirty (30) days with basic straight time pay.
- f. Notwithstanding the aforesaid, any employee who was granted more annual vacation leave during the 1994 calendar year than the maximum thirty (30) days specified in Section 4.1e above will be allowed to take in subsequent years up to the same number of vacation leave days that he/she was granted during 1994. However, said employee will not be allowed additional vacation leave above the aforesaid maximum granted in 1994.
- g. When one of the above recognized holidays occurs within an employee's vacation period, such employee may schedule an additional day of vacation with basic straight time pay.
- h. Consistent with the City of Groton Department of Utilities service obligation, vacations will be scheduled to meet and suit the preferences and convenience of employees whenever possible.

Employees will be granted preference in selecting vacation periods in descending order of seniority on a section basis. The taking of all earned vacation, up to a maximum of four (4) weeks at one time, is permitted if management agrees. Preference for selection will be granted for all employees as follows:

- 1) For all first and second week vacation periods.
- 2) For all third week vacations.
- 3) For all fourth week vacations.
- 4) For all vacation leave beyond the fourth week, as applicable to employees hired on or before October 1, 1998.
- 5) For any additional vacation days granted because of recognized holidays falling within a vacation period.

Each section supervisor will, not later than March 1st, prepare and post on appropriate bulletin boards, schedules showing the vacation periods granted. In order that this may be done by March 1st, it will be necessary for employees to make their selections for vacation by February 15th.

In the event that an employee fails to make his/her selection by February 15th, he/she will forfeit his/her turn, but may select vacations at a later date, subject to the prior selections of other employees. Changes in any scheduled vacation period may be made only with the approval of the section supervisor.

For the purpose of scheduled vacations, vacation time shall be understood to mean one (1) week or more. Vacations of less than five (5) consecutive days may be selected outside of those scheduled on March 1st. Half day vacations may occur outside of those scheduled on March 1st, provided that

any portion of a half day vacation shall count as a full half day [four (4) hours], and further that the maximum number of half day vacations in any calendar year shall be ten (10). It is mutually understood and agreed that the taking of half day vacations is subject to the approval of the Director of Utilities or his/her designee. Such approval shall not be unreasonably withheld.

Only two (2) employees per section will be allowed to be on vacation or a scheduled absence at one time. Where sections have less than six (6) employees, only one (1) person will be either on vacation or a scheduled absence at one time. For purposes of this Article there are the following sections: Customer Service, Meter Reading and Building and Facilities Maintenance. Notwithstanding the aforesaid, not more than two (2) employees in sections that have less than six (6) employees will be either on vacation or a scheduled absence during the week of Thanksgiving and Christmas each year. Additional employees may be permitted to be on vacation or a scheduled absence provided the same is approved by the Director of Utilities. The failure of the Director of Utilities to approve such a request shall not be a grievable matter by the Union or the employee.

Payment of scheduled vacation time off will be made on the payday previous to starting the vacation if all provisions of the Department vacation policy have been adhered to. The date that will determine the earned vacation time allowed each employee shall be the anniversary date of his/her employment.

- i. All vacations must be completed within the calendar year and cannot be accumulated or carried over into subsequent years except under the following circumstances:
 - 1) If an employee has not been able to take all or part of his/her vacation at the time scheduled due to management's request that he/she worked during the period scheduled for his/her vacation, he/she may carry over into the next calendar year all or part of the vacation not taken at the scheduled time.
 - 2) Any employee may submit a written request to the Director of Utilities that he/she be permitted to accumulate and carry over to the next calendar year any vacation time which he/she had not been able to take because of unusual and extenuating personal reasons. Such request shall recite such reasons and shall be submitted to the Director of Utilities as soon as it becomes apparent to the employee that he/she will be unable to take all or part of his/her vacation during the calendar year. The granting of all such requests, in whole or in part, shall be at the complete unfettered discretion of the Director of Utilities and shall be subject to such conditions as he/she may wish to impose.
 - 3) All vacation time accumulated under the provisions of either of the two preceding subparagraphs shall be taken in the next calendar year as soon after January 1st as practicable.
- j.
 - 1) Employees who terminate, other than for just cause, retirement or death, will be paid on a pro rata basis from January 1st for vacation time earned. Retiring employees will be paid in full for vacation earned.

- 2) In the event of the retirement or death of an employee, all accumulated/unused vacation time earned shall be paid to the employee, or the employee's immediate family (spouse and/or dependent children) or estate, whichever is applicable.
- k. Except as provided in Section 4.1i of this Article, an employee shall not be paid for earned vacation time in lieu of taking said vacation time. Notwithstanding the foregoing, an employee may submit a written request to the Director of Utilities that he/she be paid for accumulated, earned vacation time instead of taking said vacation time. The granting of said request, in whole or in part, shall be at the sole discretion of the Director of Utilities. The failure of the Director of Utilities to approve any such request shall not be a grievable matter by the employee or the Union.
- l. In the event of the retirement or death of an employee, all accumulated/unused vacation time earned shall be paid to the employee, or the employee's immediate family (spouse and/or dependent children) or estate, whichever is applicable.

Section 4.2 Bereavement Time

- a. In the case of death of a spouse, domestic partner, child, step-child, parent, step-parent, or sibling, an employee shall be entitled to five (5) work days off for purposes of attending a service or other matters concerning the deceased, without loss of pay. For a mother-in-law or father-in-law, under the same roof as the employee, an employee shall be entitled to five (5) consecutive work days off without loss of pay.
- b. In the case of death of a mother-in-law or father-in-law not living under the same roof as the employee, grandchild, grandparent, or any other relative under the same roof as the employee, he/she shall be entitled to three (3) work days off for purposes of attending a service or other matters concerning the deceased, without loss of pay.
- c. In the case of death of any of the individuals listed in Sections 4.2a or 4.2b above, where circumstances require travel of over 250 miles one way, the employee shall be entitled to no more than one (1) additional calendar day off without loss of pay.
- d. In the case of all other deceased relatives, provided the employee attends the service, he/she shall be entitled to one (1) day off without loss of pay.
- e. Any bereavement 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 substitute vacation time off with basic straight time pay.

Section 4.3 Sick Leave

- a. Sick leave will be accrued at ten (10) hours per month. Sick leave may be taken under the following conditions:
 - 1) Illness of the employee that prevents the employee from attending work.

- 2) Medical or dental appointments that cannot be scheduled outside normal working hours.
 - 3) Illness of a member's immediate family, residing in the Employee's home, that requires the attention of the Employee.
- b. Any employee exhausting his/her reserve of sick, personal and vacation time due to any extended illness may make application to the Director of Utilities for additional paid or unpaid sick leave. The Director of Utilities shall have the sole discretion to approve any request for additional paid or unpaid sick leave.
 - c. Employees retiring from municipal service under the normal retirement provisions of the City's Retirement Plan, after giving a minimum written notice of thirty (30) days of such retirement, will be paid for any accrued sick leave in excess of four hundred (400) hours up to a maximum of six hundred (600) hours.
 - d. To be eligible for sick leave with pay, employees shall: (a) report at the start of each workday to the Department Head the reasons for the absence; (b) keep the Department Head informed of their condition, and if the absence is for more than four (4) days duration, submit a medical certificate from a licensed physician that details the need for sick leave. The need for a medical certificate may be waived at the sole discretion of the City.
 - e. Unauthorized use of or abuse of sick leave or false sick leave claims shall be the basis for disciplinary action, including termination.
 - f. Employees will be allowed to accumulate up to 1,096 hours each December 31st. 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 of accumulated sick time. This payment will be made by the third payday in January.
 - g. The City may require a Fitness for Duty exam for an employee when the City has reasonable concerns that the employee's medical condition may impair the employee's ability to perform the essential functions of the job.

Section 4.4 Long-Term Illness

See Memorandum of Agreement Sick Leave Bank.

Section 4.5 Personal Time

Employees shall be entitled to three (3) paid personal days per year with at least one hour of prior notice to the Supervisor or assignee, provided further that said personal days may be taken in increments of not less than one half (½) hour. Said personal days must be taken within the calendar year and are not cumulative.

Section 4.6 **Disability Leave and Pregnancy**

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

Section 4.7 **Time Off Without Pay**

An employee shall not be granted time off without pay unless the employee submits, if practicable, a written request in advance for the same to the Director of Utilities. Further, the granting of said request shall be at the sole discretion of the Director of Utilities. In reviewing a request for leave, the Director of Utilities may consider, but is not obligated to, the value of the employee to the Department, performance evaluations, length of service, and past record of absence. In the case of a leave granted as a result of illness and/or injury, the employee may, consistent with state and/or federal law, be required from time to time to obtain a statement from a physician, among other things, indicating the nature and severity of the medical issue and identifying the estimated time such employee may return to work. The failure of the Director of Utilities to approve any such request shall not be a grievable matter by the employee or the Union.

Section 4.8 **Time Off For Grievance Meetings**

One Union Officer shall be allowed time off without loss of pay for the purposes of processing and participating in grievance meetings with the Employer at Steps One and Two. Up to two (2) Union officers, as well as the aggrieved Union member(s) and/or any Union members who are called to testify, shall be allowed time off without loss of pay to attend arbitration proceedings.

Section 4.9 **Sick Leave Bank**

1. In case of an extended non-work related illness or injury (beyond ten (10) consecutive days of absence) when the employee has used up his/her available vacation, 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 may be eligible for use of Sick Leave Bank established by this agreement.
2. Each employee choosing to donate to the Sick Leave 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.
3. Employees contributing to the Sick Leave Bank are not permitted to withdraw his/her contributed days.
4. Days may be donated to a specific individual or to the general sick leave bank.
5. 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 the Human Resources Director appointed by the Mayor to serve until replaced, with appointments stated in writing by the President of the Union and the Mayor.

6. Written application must be made to the Sick Leave Bank Committee at least ten (10) working days before anticipated need whenever possible. Medical verification of the estimated duration of absence and whether the employee will be able to return to work shall serve as the basis for eligibility.
7. Should an employee otherwise be determined to be permanently disabled by the Social Security Administration or the City of Groton Pension Plan, he/she is no longer eligible to receive donations of sick leave days.
8. The Union, City or the Committee shall be empowered to apply on behalf of an incapacitated employee.
9. 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 receiving days from the bank, number of days remaining in the bank, and other such information requested by the Union or the City.

ARTICLE V PERFORMANCE EVALUATIONS

Section 5.1 Purpose

It is agreed that supervisors shall rate employees for the purpose of determining progress and for identifying where opportunities for additional training for skill, employee improvement(s) are warranted. Performance evaluations shall be completed at six (6) month intervals for all new hires. All other employee performance evaluations will be submitted via electronic mail to the HR Department by July 1st of each year.

Section 5.2 Relationship between Performance Evaluations and Classification

1. Customer Account Specialist.
 - a. Steps one (1) through five (5) are annual step increases on an employee's anniversary date.
 - b. Steps six (6) through nine (9) are task-based increases. An employee will progress through his/her step increases as he/she meet required task qualifications associated with each step and subject to subsection 4(c) below.
2. Lead Customer Account Specialist.
 - a. Lead Customer Account Specialist is an interviewed position.
 - b. Steps two (2) through four (4) are task-based increases. An employee will progress through his/her step increases as he/she meet required task qualifications associated with each step and subject to subsection 4(c) below.
3. Billing Specialist.
 - a. Billing Specialist is an interviewed position.

- b. Steps two (2) through nine (9) are task-based increases. An employee will progress through his/her step increases as he/she meet required task qualifications associated with each step and subject to subsection 4(c) below.

4. Task and Performance Review Guidelines.

a. Task Reviews.

- i. Management has the right to move employees multiple steps at any one time, as long as the employee meets all task qualifications required of the relevant steps.
- ii. An Action Plan for each employee to complete required tasks with be provided to each employee. Action Plans are not to be modified after the initial Task Review meeting.
- iii. Upon completion of an employee's Action Plan, the employee will receive the applicable step increase.
- iv. Employee task reviews will be completed and presented to the employee every six (6) months, with task reviews occurring no later than six (6) months after the completion of the employee's previous task review.
- v. Management has a thirty (30) day grace period in which to complete an employee's task review.
- vi. Should management fail to complete an employee's task review within the designated time period, including the thirty (30) day grace period, the employee will receive a step increase.
- vii. Task review results are grievable. Grievances of task review results will begin at Step 2.
- viii. Employees on a Performance Improvement Plan ("PIP") are not eligible to receive step increase until the employee has satisfactorily completed the PIP.

b. Performance Evaluations.

- i. Performance evaluations are separate and distinct from Task Reviews. The Performance Evaluation form is located in Appendix B.
- ii. Performance evaluations are to be completed annually on an employee's anniversary date and are to have no effect on the employee's task-based step increase.

c. Tasks Lists and Training.

- i. The Task List for each position/step will be made available to employees.
- ii. Training and Permissions/Access will be made available to all employees engaged in an Action Plan.

- iii. In the case of a conflict between two or more Action Plans, the employee with greater seniority will be given precedence.
- iv. When an employee is currently assigned a task as part of his/her Action Plan, that employee will retain the task until completion of the Action Plan.

5. Initial Task Review/Step Placement.

- a. All employees in the Customer Service and Billing classifications will receive an initial task review within ninety (90) days following the ratification of this agreement. The initial task review will evaluate employees and confirm their step placement, provide for step adjustments when warranted, and provide an initial Action Plan for the next step increase.
- b. Initial task reviews will be completed in order of seniority. Subsequent task reviews will be according to the time frames set forth above.
- c. Disputes concerning an employee's step placement following the initial task review are subject to the grievance procedure and will begin at Step 2.

Section 5.3 **Factors**

The factors to be used for performance evaluation purposes will be found in Appendix C to this Agreement. The factors may be modified from time to time upon the mutual agreement of the parties.

Section 5.4 **Function of Employee Leadership in Performance Evaluations**

Both parties agree that it is in the best interest of the Employer and the employee to develop effective leadership from within the employee ranks. It is further recognized that performance evaluations should be based on those items which come within the rater's personal experience and their position description. In preparing the performance evaluations, the supervisor may request an opinion from the employee's immediate supervisor, and the immediate supervisor may, but is not required to give his/her opinion.

Section 5.5 **General**

The supervisor will prepare the performance evaluation report in an electronic version that can be obtained by the Human Resources Department. The Supervisor will discuss the evaluation report with the employee. Each employee will sign the performance evaluation 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.

Section 5.6 Promotions

When promoting an employee to fill a vacancy in a higher job classification within the bargaining unit, the Department will give first consideration to the most qualified employee, as determined by the Director of Utilities. In making the determination of the most qualified employee, the Director of Utilities will consider, among other factors, each applicant's seniority, qualifications for the job, prior attendance at work, past job performance, and technical knowledge and skills. If two (2) employees are equally qualified, as determined by the Director of Utilities, then the employee with the greatest seniority will be offered said vacancy. The determination of qualifications by the Director of Utilities shall be based on factors set forth in the position job description.

Promotions to fill vacancies are upon a ninety (90) day review period during which the employees must demonstrate to management that they are qualified to perform the duties of the higher job classification. In the event that employees do not satisfactorily perform during such review period, or upon the request of the employee, they shall be reinstated to their prior job classification and receive the rate of pay applicable to such job classification.

Section 5.7 Job Posting

- a. When a vacancy exists and/or when the Employer wishes to add to the number of employees in any classification shown on Appendix A, a suitable notice will be posted on the Union bulletin boards for a period of seven (7) working days, prior to any external posting unless otherwise agreed to with the Union. A copy of the notice will be given to the Union President for posting on the Union membership bulletin boards.
- b. The Employer will give preference to its current qualified employees over hiring new employees when making placements in more desirable job openings.
- c. When two (2) or more employees within the bargaining unit apply for a job opening in a lower classification, the employee with the greatest seniority, if qualified, will be selected to fill the vacancy.
- d. Individuals who wish to apply for job openings will submit an employment application to the Human Resources Department for consideration once the notice is posted.

ARTICLE VI MILITARY LEAVE – JURY DUTY

Section 6.1 Military Leave of Absence

- a. 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.

- b. The Employer will reinstate, without loss of Department seniority, regular employees who have been granted a leave of absence to enter the military service of the United States either by induction or by voluntary enlistment, caused by notice of induction for the minimum time required by that particular branch of service. Upon the employee's reinstatement, he/she will receive the prevailing wage rate for his/her job classification.
- c. The Employer may use temporary or part-time help to fill the vacancy created by an employee who has been granted a leave of absence to enter the military service, either by induction or by voluntary enlistment caused by notice of induction under terms of a. above, it being understood that, whenever possible, qualified members of the Union will be used to fill the vacancy with the understanding that they will revert to their original classification upon the return of the employee from military service.

Section 6.2 Jury Duty

- a. An employee who is required to report for jury duty shall be paid the difference between the amount which he/she received, excluding any travel pay received for such jury duty, and the amount which he/she would have earned at his/her normal rate of pay during the time lost from his/her regular scheduled work shift by his/her jury duty, for a maximum of thirty (30) days and/or in compliance with state and/or federal law as may change from time to time.
- b. To be eligible to receive this difference, an employee must notify the Employer within one (1) working day after receipt of notice to report for jury duty and must furnish to the Employer a statement of record from the appropriate public official, showing the date and time served and the amount of pay received for same. "Regularly scheduled work shift" as used in this Article constitutes a maximum of eight (8) hours per day and forty (40) hours per week.

ARTICLE VII GRIEVANCES

Section 7.1 Definition

A grievance is a dispute or controversy involving the interpretation, application or compliance with any provision of the Agreement.

Section 7.2 **How Presented**

Written grievances shall initially be presented on behalf of employees to immediate supervisors by the Union's business agent, who will be allowed to discuss them without loss of pay during normal scheduled working hours.

Section 7.3 **How Processed**

a. **Step One**

The Union President or designee shall present and discuss the grievance with the immediate supervisor who will try in good faith to satisfactorily solve or adjust the complaint within three (3) working days, providing that any grievance not presented to the supervisor within ten (10) working days of its occurrence, or when the Union learned of the occurrence, shall be considered void.

b. **Step Two**

After three (3) working days of the decision of the immediate supervisor, or six (6) working days after the submission of the grievance, the Union President may present the unsettled grievance in writing to the Human Resources Director or his/her designee for resolution within five (5) working days.

c. **Step Three**

After five (5) working days from the completion of Step Two, or ten (10) days after submission of the grievance to the Human Resources Director, the Union President may forward copies of the unsettled written grievance to the Director of Utilities. Any grievance not settled within fifteen (15) calendar days after submission of the grievance to the Director of Utilities may be submitted to arbitration.

Section 7.4 **Arbitration**

Any grievance, which is not settled pursuant to Section 7.3, Step Three of the grievance procedure, may be referred to arbitration before the Connecticut State Board of Mediation and Arbitration, to be processed under its rules and regulations and applicable statutes of the State of Connecticut. The City reserves the right to transfer a grievance submitted to arbitration to the American Arbitration Association to be processed under its rules and regulations. Any party electing such option shall pay all costs associated with the submission or transfer. The arbitrator(s) shall have no power to add to, subtract from, amend, alter or delete any provision of this Agreement.

Section 7.5 **Jurisdiction and Authority**

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 SBMA or 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.

Section 7.6 **Mediation**

The mediation services of the State Board of Mediation and Arbitration may be used prior to or after filing a grievance for arbitration provided both parties mutually agree on the desirability of this service.

Section 7.7 **Memoranda of Understanding**

It is agreed that all memoranda of understanding heretofore or hereafter entered into by the duly authorized representatives of the Employer and of the Union shall form a part of this Agreement as though fully set forth herein.

ARTICLE VIII DISCIPLINE

Section 8.1 No employee under this agreement may be disciplined or discharged except for just cause.

ARTICLE IX STRIKES AND LOCKOUTS

Section 9.1 During the term of this Agreement, the Employer will not engage in any lockout, and the Union will not take part in or cause, nor will its members take part in, any strike, slowdown or stoppage of the Employer's operations. All grievances arising under this Agreement shall be settled in the manner provided for in Article VII, subject to provisions of Public Act No. 159.

ARTICLE X THE FUNCTIONS OF MANAGEMENT

Section 10.1 **Management Rights**

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 direction, control, supervision, discipline and evaluation of employees; the establishment or change of job assignments; the institution of technological changes; the assignment of duties and work assignments; the assignment to duty stations; the assignment of overtime; the layoff, retirement or relief of employees due to lack of funds or of work, or the incapacity to perform duties, 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 or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of

employees, to prescribe rules to that effect; to establish and change 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 XI SAFETY CONDITIONS/UNIFORMS

Section 11.1 Safety Programs

It is mutually agreed that the Employer, the Union and all individual employees shall continue their program of safety measures for the protection of the employees and the property of the Employer, and also to promote and maintain the service of the Employer to the public.

Section 11.2 Safety Rules and Regulations

It is agreed that there shall be continued in effect the safety regulations covered by the current issue of the City of Groton Department of Utilities "Safety Rules and Instructions" and that the Employer and all employees shall adhere to and comply with said regulations in their entirety.

Section 11.3 Copies of Safety Rules and Regulations

It is agreed that, as a guide to safety, the Employer will issue a copy of its "Safety Rules and Instructions" to each employee who will be required to read, sign and return to his/her supervisor the enclosed acknowledgement receipt.

Section 11.4 Use of Protective Devices and Apparel

It is agreed that employees will be required to wear and use protective devices and apparel as supplied in accordance with the current issue of the "Safety Rules and Instructions."

Section 11.5 Outside Contractors

The Employer agrees to use its best efforts to see that contractors engaged in work in coordination with employees of the Employer shall observe the "Safety Rules and Instructions" or comparable and equivalent standards.

Section 11.6 Protective Equipment to be Furnished by Employer

The Employer agrees to furnish protective equipment as may be applicable such as rubber goods, and goggles, and where required on special jobs, the Employer will furnish for use of the employees on the job, boots, coveralls, raincoats, gloves, hats and other protective items in accordance with present custom. The employee is responsible for protective equipment furnished to him/her. If the employee fails to turn in a piece of protective equipment or replacement, the employee will be required to pay for said piece of protective equipment.

Section 11.7 Responsibility of Employee Regarding Protective Equipment

It is agreed that employees shall be prohibited from using protective equipment and tools furnished by the Employer for any purposes other than performance of duties for the Employer. Such equipment shall normally be stored on Employer's property or in other authorized locations where it will be readily available for use when required. It is further agreed that each employee to whom any of the foregoing equipment is issued will be required to exercise reasonable care in its use and guard it against unnecessary damage or loss.

Section 11.8 Safety is a Joint Responsibility of the Employer and Employee

Both parties agree that safety is a joint responsibility of the employer and employee. The primary function of a supervisor or leader is to direct work in a safe manner at all times.

Section 11.9 Safety Shoes and Eyeglasses

- a. The Employer shall provide employees required to wear safety shoes up to three hundred and fifty dollars (\$350.00) per year. Not more than two (2) pairs of safety shoes shall be provided in each contract year and shall be purchased by the Department. Safety shoes must be skid resistant shoes.
- b. The Employer will pay for eyeglasses or contacts for all employees up to two hundred and fifty dollars (\$250.00) every other year.

Section 11.10 Uniforms

- a. The City has the discretion to determine uniforms. The Employer shall provide to Meter Reading, Meter Reading Technicians, Custodian, and Building and Facilities Maintenance persons summer uniforms to consist of five (5) shirts and five (5) pants (or any combination of the same totaling ten (10) items), and winter uniforms to consist of five (5) shirts, five (5) pants (or any combination of the same totaling ten (10) items) and a jacket.
 - 1. The Meter Reading Technicians are required to wear the Flame Retardant (FR2) clothing at all times.
 - 2. The Meter Reading Technicians are required to wear hard toe work shoes that are Electrical Hazard rating.
- b. Irrespective of any other provision of this Agreement, any employee who reports to work out of uniform shall be subject to the following disciplinary procedure:
 - 1) First offense in any twelve (12) month period, said employee shall receive a verbal warning.
 - 2) Second offense in any twelve (12) month period, said employee shall be sent home without pay and issued a written warning.
 - 3) Third offense in any twelve (12) month period, said employee shall be sent home without pay for the day, and, in addition, shall be issued a written warning and

suspended for a period of one (1) week without compensation. Notwithstanding the foregoing, the Director of Utilities, or his/her designee, will personally review each case before any employee is suspended under Section 11.10b.3 of this Article.

- 4) Fourth offense in any twelve (12) month period, said employee shall be terminated. Notwithstanding the foregoing, the Director of Utilities, or his/her designee, will personally review each case before any employee is terminated under Section 11.10b.4 of this Article.

Section 11.11 Outside Duties/Weather

Any employee who performs his/her primary function outside will not be required to perform outside duties under the following conditions. When not required and/or permitted to perform outside duties, employees may be assigned other bargaining unit work.

- a. Excluding work of an emergency nature and work performed by Meter Reading Technicians concerned with the reading for new customers and the reading of large customers due to customer contract requirements, no outside work shall be performed where employees will be exposed to long duration of extreme weather.
- b. Excluding work of an emergency nature, no outside work shall be performed where employees will be exposed to extremes of weathers.
Work of an emergency nature shall include:
 - a. Any work necessary for the protection of life or property, both public and private;
 - b. Any work required to restore electric service to customers;
 - c. Any work required to restore damaged facilities to a safe condition;
- c. The extremes of weather are defined as:
 - a. Steady Precipitation (Electric Disconnect Service Order and/or Non-Payment Only.)
 - b. Temperature of ten degrees Fahrenheit (10°F) or below;
 - c. Wind chills of ten degrees Fahrenheit (10°F) or below; or
 - d. Temperatures of ninety degrees Fahrenheit (90°F) or above.
- d. No employee shall suffer a loss of pay due to his/her inability to work during extreme weather.
- e. The unloading of items of freight delivered to the Department of Utilities shall not be considered as outside work within the meaning of this Section.

ARTICLE XII DISABILITY

Section 12.1 Disability Payments by Employer

- a. 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 Worker's Compensation until he/she has recovered from such injury and is able to return to work, or

for a period of fifteen (15) months, whichever event occurs first. After the forestated fifteen (15) months, said employee shall be compensated in accordance with the Connecticut Worker's Compensation Law.

- b. In order to receive payment under Section 12.1a. above, an employee must submit written medical reports at least once every month to certify that he/she is disabled or injured. The requirement to submit said reports may be waived at the sole discretion of the Director of Utilities.

Section 12.2 Voluntary Demotion

Any employee may request a demotion to a lower job classification for which he/she is qualified and shall be paid a rate of pay based on his/her qualifications and experience for the lower classifications.

ARTICLE XIII TRAINING PROGRAM

Section 13.1 Employee Training

The Employer hereby agrees to install and promote a system of employee training designed to assist employees to qualify for positions of increasing difficulty and responsibility. In this connection, management shall encourage employees to further their education in line with the needs of the employer; suggest programs of supervisory training for employees with potential management skills; provide for necessary facilities to educate and keep the employees in the service of the Employer informed concerning activities and functions of the various departments of the Employer; and counsel and advise employees of their request and encourage them as to the possibility of advancement in the service of the Employer, suggesting required additional training. Management will strive to provide Financial Management Training for employees who desire to receive such training.

Section 13.2 Education Courses

- a) All employees who successfully complete educational course(s) approved at least thirty (30) days in advance by the Employer shall be reimbursed up to two thousand dollars (\$2,000.00), per semester (Spring and Fall), per fiscal year, two semesters maximum, for the amount expended by the employee in payment of tuition for each course(s) and the reimbursement for text books necessary for completion of the course(s) according to the following schedule:

100% for an A or B, and
75% for a C.

To be entitled to reimbursement, employees must take courses for a letter grade if such option exists. If a course is offered pass/fail only, the employee will be reimbursed 100% of the amount expended if the employee receives a grade of pass.

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

ARTICLE XIV CONTRACT NEGOTIATIONS

Section 14.1 The negotiating committee for the Union shall be limited to not more than three (3) representatives who shall be paid for any time spent with the Employer in contract negotiations providing such negotiations take place at a time when the employee(s) are scheduled for work and the staffing levels are sufficient. The Union may have additional representatives who shall not be paid for such time spent with the Employer in contract negotiations.

ARTICLE XV INSURANCE - PENSION

Section 15.1 Insurance

Unless otherwise specified, the City shall provide the following insurance coverage now in effect at its expense:

- a. Life Insurance. A group life insurance policy providing for the following benefits:

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 at no cost to the employee.

- b. Dental Plan. The Employer shall provide the City of Groton Dental Plan or comparable coverage for each employee and enrolled dependents with the Employer paying eighty percent (80%) and the employee paying twenty percent (20%) of the premium cost. The Employer shall make available, at the employee's sole expense, Rider A. Participation in the dental plan shall be voluntary. It is mutually understood that this provision shall not apply to part-time employees as described in Article XVII Part-Time Employees. The Dental Plan is located at Appendix D.

- c. Medical Insurance Coverage

- 1) All employees shall be covered by the City of Groton Plan (hereinafter "Plan") (See Appendix C, attached hereto and made a part hereof, for summaries of benefits for any medical plans offered by the City of Groton. Should additional plans be offered, summaries shall be provided to employees). Effective July 1, 2023, the High Deductible Health Plan (HDHP) with a \$2,000/\$4,000 Health Savings Account (HSA) shall be the only medical plan offered by the City. Effective July 1, 2023, the City will contribute fifty-five percent (55%) of the deductible to the employee's HSA. The City shall pay its share of the deductible in July of each fiscal year.

- 2) The City may offer one or more alternate plans as an option to the primary plans described in 15.1 c. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate, optional plan.

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.

- d. Section 125 Plan. The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or social security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the City or required by law.
- e. Flexible Benefit Plan. The City will provide members the opportunity to participate in a Flexible Spending Account ("FSA"). If the City decides, in its sole discretion, not to provide the option of a Flexible Spending Plan citywide, the Flexible Spending Plan will not be available to the bargaining unit members.
- f. Death of Employee. The City will provide to the dependent family (Spouse and eligible children) of any employee who dies, while employed by the City, the existing medical coverage provided to said employee upon date of death for a maximum period of one (1) year or until the spouse/children are covered by another insurance policy, whichever is less.

Section 15.2 Waiver of Coverage

- 1) Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above in Sections 15.1 b and 15.1c, and, in lieu thereof, shall receive an annual payment of two thousand five hundred dollars (\$2,500.00) in cash. Payment to those employees waiving such coverage shall be made in equal payments during the months of January and June.
- 2) Where a change in an employee's status prompts the employee to resume City-provided insurance coverage, the written waiver may, upon written notice to the City, be revoked.

Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

- 3) Notice of intention to waive insurance coverage must be sent to the Human Resources Department not later than October 1st, to be effective on January 1st of each contract year. New hires who elect to waive insurance coverage must complete the waiver form and submit to Human Resources within thirty (30) days of hire in order to be eligible for the waiver payment. The waiver payment will be made on the first scheduled payment date after the employee has reached ninety (90) days of employment. The first payment shall be prorated based on date of hire.
- 4) The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage. A waiver of insurance letter with proof of medical insurance will be provided to the Human Resources Department for processing. The original letter will be placed in the employee's personnel file with a copy to the Finance Department. Waiver of coverage procedures must be acceptable to the applicable insurance carrier. This provision shall not pertain to employees whose spouse/parent/relative are covered by medical insurance provided by the City of Groton. If an employee is covered under another City of Groton health insurance, they are ineligible for the waiver of coverage.
- 5) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.
- 6) It is mutually understood that this provision shall not apply to part-time employees as described in Article XVII Part-Time Employees.

Section 15.3 Insurance Cost Share

HDHP Plan

For the \$2000/\$4000 HDHP/HSA set forth in Section 15.1(c)(1), the employees will pay eleven percent (11%) of the cost of medical and prescription insurance coverage effective July 1, 2023. Effective July 1, 2024, the employees will pay eleven and one-half percent (11.5%) of the cost of medical and prescription insurance coverage. Effective July 1, 2025, the employees will pay twelve and one-half percent (12.5%) of the cost of medical and prescription insurance coverage.

Section 15.4 Pension and Retiree Health

- a. 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 G, attached hereto and made a part hereof.

- b. Retiree Health. Effective October 1, 2009, Rosalie Bass, Aaron Brooks, Stephen Haluga, Salvatore LoPresto, William Miner, Jessica Pavent, Regina Rush, Ryan Smith, Peter Thompson and Laura Zeppieri will be provided with the following medical retiree benefit options: The retiree shall pay the same cost share toward the premium/allocated rate as paid by then-current bargaining unit members for the same medical and prescription insurance coverage provided to then-current bargaining unit members, individual coverage only, or comparable insurance, 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. It is mutually agreed that such cost share 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 agree to said pension deduction or make required payments shall relieve the City of any further obligation to provide medical and prescription insurance coverage under this provision and shall result in the City terminating said retiree's insurance coverage. The City will continue to fund its portion of the deductible into the retirees HSA/HRA until age 65 or Medicare age eligibility, for the listed employees.
- c. Any employee hired after October 1, 2009, who retires 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 employee reaches the age of sixty-five (65) or Medicare age eligibility whichever comes later. 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.
- d. Retiree Life Insurance. Effective with the execution of this Agreement, or as soon thereafter as practicable, employees who retire shall receive a group life insurance policy of fifteen thousand dollars (\$15,000) at no cost to the employee.

ARTICLE XVI SUBSTANCE ABUSE POLICY

Section 16.1 Purpose

The purpose of this policy is as follows:

- 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 Department of Utilities 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.

- e. To provide assistance toward rehabilitation for any employee who seeks the Department of Utilities' help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

Section 16.2 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 Utilities or their designee.
- 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 16.3 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 Utilities (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 Utilities or his/her 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 16.3d. above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Director of Utilities or his/her designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.
- f. Upon establishment of fitness for duty consistent with the FMLA and/or ADA, and consistent with any treatment recommendations related to the same, the employee will be returned to active status without reduction of pay, grade or seniority.

Section 16.4 Alcoholic Beverages

- a. No alcoholic beverages will be brought to work or consumed while on duty. The Department of Utilities 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 Department of Utilities, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any essential duties required of 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 and/or termination.

Section 16.5 Prescription Drugs

- a. No prescription drug shall be brought upon Department 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 Department of Utilities, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any essential duties required of said member in a satisfactory manner, may be referred to the Employee Assistance Program 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 and/or termination.

Section 16.6 Illegal Drugs

- a. The use of an illegal drug or controlled substance that is not prescribed or the possession of them on duty, is cause for suspension and/or termination.
- b. The sale, trade or delivery of illegal drugs or controlled substances that is not prescribed by an employee, on duty, to another person is cause for suspension and/or termination, and/or for referral to law enforcement authorities.

Section 16.7 Procedures

The procedures of the City of Groton's Department of Utilities in regards to 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 themselves 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 purposes of complying with Step 3 below.

STEP 2: The Supervisor shall notify the Director of Utilities or his/her designee immediately.

STEP 3: Both the Supervisor and the Director of Utilities or their designee 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 upon 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 Department of Utilities' 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 Utilities or their designee 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 Utilities or his/her designee and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to 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 Department of Utilities' Rules and Regulations. The employee will be relieved of duty and removed from the payroll.

STEP 6: When a 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 Director of Utilities or his/her designee.
 - 2) The Director of Utilities or his/her designee shall make final determination whether the employee returns to active status or remains off duty regardless of test outcome.
 - 3) Rejection of treatment or failure to complete the program will be cause for suspension and/or termination.
 - 4) No employee will be eligible for the EAP more than one (1) time for substance abuse and/or alcohol issues.
- b. Any employee driving a Department of Utilities 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 16.8 Drug Testing of Applicants

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 applicants for employment with the Department of Utilities 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 16.9 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 XVII PART-TIME EMPLOYEES

Section 17.1 Definition

A part-time employee is one who normally works: during peak periods; when full-time employees are unavailable; to fill less preferential shifts; or, when all full-time employees are exhausted and additional help is needed. A part-time employee will be considered probationary during the first six (6) months of employment, unless the Employer and the Union agree that circumstances warrant an extension of time.

Section 17.2 Affiliation with Union/Maximum Number of Part-Time Employees

A part-time employee shall be required to affiliate with the Union in accordance with the terms of Article 1 of this Agreement. The Employer agrees that the maximum number of part-time employees at any one time shall be seven (7).

Section 17.3 Work Schedule

A part-time employee is an employee who normally is called to work or scheduled for the purposes outlined in Section 17.1 above. Normally, part-time employees will work twenty (20) hours or less per week, Monday through Friday between the hours of 7:30 a.m. and 6:30 p.m. Exceptions to the twenty (20) hour limit are part-timer training, periods of unusual full-time employee unavailability, or when all full-time employees are exhausted.

Section 17.4 Compensation

A part-time employee will be called in or scheduled for a minimum of three (3) hours. A part-time employee will receive straight time for all hours worked in accordance with their job classification during the normal operating hours of their work location. For other hours worked, applicable overtime will apply. If a part-time employee is called outside normal hours of the work location, the following procedures will be followed:

All full-time employees in the classification will be called first. If a sufficient number of full-time employees are not available, the part-time employees will be called next.

Section 17.5 Availability of Part-Time Employees

It is the part-time employee's responsibility to be available for a minimum of twenty (20) scheduled paid hours per week.

Section 17.6 Filling of Part-Time Vacancies

Part-time employees in each classification will be recognized as a separate occupation group. Part-time jobs will be posted and normal posting and bidding will apply. On future postings for all jobs, part-time employee seniority will be calculated on a credit for time worked basis in accordance with Section 17.13 of this Article.

Section 17.7 Step Increases

The initial classification for part-time employees will be the entry level classification, unless fully qualified, as determined by the Director of Utilities. Part-time employees will achieve step progressions in twelve (12) month time periods, if qualified, as determined by the Director or Utilities. Part-time employees will progress to higher levels in twice the time periods identified in the applicable job descriptions, if qualified, as determined by the Director of Utilities. Notwithstanding the foregoing, existing full-time employees who transfer to part-time status shall be paid at their existing hourly rate of pay.

Section 17.8 Eligibility to Fill Vacancy for Full-Time Position

Part-time employees shall not be eligible to apply to fill any vacancy for a period of eighteen (18) months. However, they are eligible to bid a full-time vacancy in the job progression series to which they are assigned. The eighteen (18) month restriction on bidding other vacancies will remain in effect (combining part-time and full-time employment), unless waived by the Director of Utilities.

Section 17.9 Vacation Leave

Part-time employees will not earn any benefits, other than wages, unless specifically granted to said employees in this Article. As regards to vacation leave, part-time employees shall earn one (1) day [eight (8) hours] for each full one hundred sixty (160) hours worked. Vacation earned in one calendar year shall be used by employees in the following calendar year.

Section 17.10 Sick Leave

- a. Part-time employees will earn sick time at the rate of one half (½) the full-time formula as specified in Article IV of this Agreement.
- b. A doctor's certificate will be required for absences of more than four (4) days in duration. Any employee who is out sick for over three occurrences in a calendar year may be required to bring in a medical certificate from a licensed physician. The need for a medical certificate may be waived at the sole discretion of the City. Failure to provide the same shall result in the employee not being paid for said sick leave occurrence.

Section 17.11 Insurance Benefits

- a. Permanent part-time employees will be offered medical and prescription insurance benefits, on an individual basis only, equivalent to that of full-time employees, as specified in Article

XV of this Agreement. However, the Employer shall only pay for fifty percent (50%) of the cost of said medical and prescription insurance benefits. The employee will be responsible for paying the remaining cost of said insurance coverage. The Employer shall have the right to deduct from the employee's pay, on a weekly or monthly basis, the employee's share of his/her medical and prescription insurance coverage. Further, should there be any additional cost to the Employer during the life of this Agreement for said insurance coverage, the employee shall be responsible for the entire cost of any increase.

Section 17.12 Holidays

Part-time employees will earn holiday pay as follows:

- a. Part-time employees will receive six (6) paid holidays -- Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day. Said employees shall be paid for eight (8) hours at their normal hourly rate for the aforesaid holidays.
- b. If part-time employees are required to work on a day recognized by Section 17.12a. of this Article as a holiday between the hours of 7:30 a.m. and 6:30 p.m., they shall be paid one and one half (1½) times their regular straight time pay for hours worked, in addition to the regular straight time pay for said holiday. If required to work outside of the hours of 7:30 a.m. and 6:30 p.m., the employee shall be paid two (2) times their regular straight time pay for hours so worked.

Section 17.13 Credit for Time Worked as Part-Time Employee

- a. Any part-time employee becoming a full-time employee shall receive credit for time worked as a part-time employee as regards to all benefits except pension.
- b. Credit for time worked will be calculated by taking the actual number of hours worked for each year of part-time employment and adding together. Total number of hours worked is converted into days and/or weeks and/or months. The employee's service date of permanent employment is adjusted by this figure to establish an "Adjusted Service Date".

Section 17.14 . Classifications

There shall be the following part-time classifications:

- a. Building and Facilities Maintenance Person;
- b. Customer Service Representative; and
- c. Meter Reader
- d. Custodian

Section 17.15 Transfer from Full-Time to Part-Time

- a. Existing employees will be transferred to part-time positions only upon request of the employee, providing a need exists, with the approval of the Director of Utilities.
- b. If an existing employee requests and is granted a transfer to a part-time position pursuant to subparagraph a, and that position is the same position held by the employee on a full-time basis, he/she will be transferred at his/her existing rate.
- c. The Director of Utilities reserves the right to maintain at least ten (10) full-time positions.

ARTICLE XVIII MISCELLANEOUS

Section 18.1. Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

ARTICLE XIX RESERVED FOR FUTURE USE

ARTICLE XX WORK RULES

Section 20.1. The work rules are attached as Appendix F.

ARTICLE XXI DURATION

Section 21.1 Unless otherwise indicated, in all respects this Agreement and the Pension Plan shall remain in full force and effect until the thirtieth (30th) day of June 30, 2026 and shall continue in effect from year to year thereafter.

Section 21.2 The Union shall notify the Mayor and Director of Utilities in writing not less than one hundred twenty (120) days prior to the expiration of this Agreement that it desires to commence negotiations for a successor Agreement.

Section 21.3 Unless otherwise indicated as retroactive in effect, all agreed upon changes in this Agreement shall become effective upon ratification and execution of the Agreement, or as soon thereafter as possible or practicable.

Section 21.4 Complete Agreement

The parties agree that the above Articles and Appendices constitutes the full and complete agreement between them and supersede all prior practices for the employees covered by this Agreement. Written MOU's and agreements are incorporated into this collective bargaining agreement and remain in effect upon the adoption of this agreement.

SIGNATURE PAGE th

IN WITNESS THEREOF, the parties set their hands this 6 day of January, 2024.

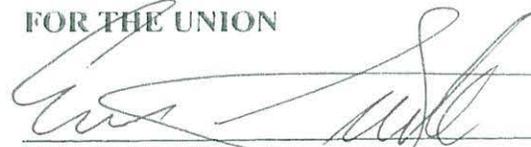

WITNESS

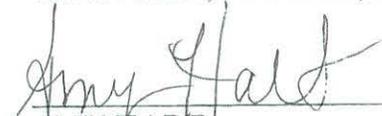
FOR THE CITY OF GROTON

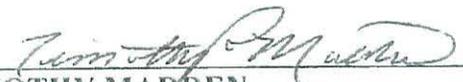

KEITH HEDRICK, MAYOR


WITNESS

FOR THE UNION


ERIC SMITH
PRESIDENT, LOCAL 1303-135,
COUNCIL 4, AFSCME, AFL-CIO


AMY HART
VICE PRESIDENT, LOCAL 1303-135,
COUNCIL 4, AFSCME, AFL-CIO


TIMOTHY MADDEN
STAFF REPRESENTATIVE
CONNECTICUT COUNCIL 4
AFSCME, AFL-CIO

APPENDIX A SALARY PLAN

APPENDIX A SALARY PLAN					
CUSTOMER SERVICE		3.25%	2.50%	2.50%	
Classification		7/1/2022	7/1/2023	7/1/2024	7/1/2025
Customer Account Specialist	Start / Step 1	\$ 23.16	\$ 23.91	\$ 24.51	\$ 25.12
	Step 2 (1 Year)	\$ 24.16	\$ 24.95	\$ 25.57	\$ 26.21
	Step 3 (2 Year)	\$ 25.51	\$ 26.34	\$ 27.00	\$ 27.67
	Step 4 (3 Year)	\$ 26.84	\$ 27.71	\$ 28.41	\$ 29.12
	Step 5 (4 Year)	\$ 29.54	\$ 30.50	\$ 31.26	\$ 32.04
	Step 6	\$ 30.28	\$ 31.26	\$ 32.04	\$ 32.85
	Step 7	\$ 31.04	\$ 32.04	\$ 32.85	\$ 33.67
	Step 8	\$ 32.43	\$ 33.48	\$ 34.32	\$ 35.18
Step 9	\$ 34.05	\$ 35.16	\$ 36.04	\$ 36.94	
Classification		7/1/2022	7/1/2023	7/1/2024	7/1/2025
Lead, Customer Specialist	Step 1	\$ 34.73	\$ 35.86	\$ 36.76	\$ 37.68
	Step 2	\$ 35.43	\$ 36.58	\$ 37.49	\$ 38.43
	Step 3	\$ 36.49	\$ 37.68	\$ 38.62	\$ 39.58
	Step 4	\$ 38.31	\$ 39.56	\$ 40.55	\$ 41.56
BILLING		3.25%	2.50%	2.50%	
Classification		7/1/2022	7/1/2023	7/1/2024	7/1/2025
Billing, Specialist	Start / Step 1	\$ 30.81	\$ 31.81	\$ 32.61	\$ 33.42
	Step 2	\$ 31.43	\$ 32.45	\$ 33.26	\$ 34.09
	Step 3	\$ 32.05	\$ 33.10	\$ 33.92	\$ 34.77
	Step 4	\$ 32.70	\$ 33.76	\$ 34.60	\$ 35.47
	Step 5	\$ 34.33	\$ 35.45	\$ 36.33	\$ 37.24
	Step 6	\$ 34.85	\$ 35.98	\$ 36.88	\$ 37.80
	Step 7	\$ 35.37	\$ 36.52	\$ 37.43	\$ 38.37
	Step 8	\$ 36.43	\$ 37.61	\$ 38.55	\$ 39.52
	Step 9	\$ 38.25	\$ 39.49	\$ 40.48	\$ 41.49
METER READING		3.25%	2.50%	2.50%	
Classification		7/1/2022	7/1/2023	7/1/2024	7/1/2025
Meter Reading Technician	Start / Step 1	\$ 25.67	\$ 26.50	\$ 27.17	\$ 27.85
	Step 2 - 6 months	\$ 26.95	\$ 27.83	\$ 28.53	\$ 29.24
	Step 3- 1 Year	\$ 28.30	\$ 29.22	\$ 29.95	\$ 30.70
	Step 4 - Certification - NEPPA Electrical Metering 1	\$ 31.13	\$ 32.14	\$ 32.95	\$ 33.77
	Step 5 - Trained Reconnects / Disconnects	\$ 35.80	\$ 36.96	\$ 37.89	\$ 38.84
Grand-Fathered		3.25%	2.50%	2.50%	
Classification		7/1/2022	7/1/2023	7/1/2024	7/1/2025
Regina Rush	Customer Account Specialist	\$ 32.43	\$ 33.48	\$ 34.32	\$ 35.18
Laura Zeppieri	Meter Reading Technician	\$ 38.07	\$ 39.31	\$ 40.29	\$ 41.30
Stephen Haluga	Meter Reading Technician	\$ 38.07	\$ 39.31	\$ 40.29	\$ 41.30
William Miner	Meter Reading Technician	\$ 33.45	\$ 34.54	\$ 35.40	\$ 36.29

CUSTODIAN / BUILDING AND MAINTENANCE		New Rate			
		2.50%		2.50%	
	Classification	7/1/2022	7/1/2023	7/1/2024	7/1/2025
Custodian	Start / Step 1	\$ 20.70	\$ 22.16	\$ 22.71	\$ 23.28
	Step 2 (1 Year)	\$ 21.83	\$ 23.38	\$ 23.96	\$ 24.56
	Step 3 (2 Year)	\$ 23.04	\$ 24.66	\$ 25.28	\$ 25.91
	Step 4 (3 Year)	\$ 25.34	\$ 27.13	\$ 27.81	\$ 28.50
Building and Facilities / Maintenance Person	Start / Step 1	\$ 21.62	\$ 23.16	\$ 23.74	\$ 24.33
	Step 2 (1 Year)	\$ 22.82	\$ 24.43	\$ 25.04	\$ 25.67
	Step 3 (2 Year)	\$ 24.16	\$ 25.78	\$ 26.42	\$ 27.08
	Step 4 (3 Year)	\$ 26.84	\$ 28.36	\$ 29.06	\$ 29.79

APPENDIX B AFSCME 1303-135 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:

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. (If this form is being used for self-evaluation, you will be describing yourself.)

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

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.	Exceptionally keen and quick learning.
---------------------	---	---	------------------------------	--

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; 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 area.

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

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

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

INITIATIVE is the degree to which an individual goes out of their way to get a job done; once 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 results.	Has average goals and usually puts forth effort to reach them.	Strives hard; has high desire to achieve goals.	Sets high goals and strives incessantly to reach them.
--	--	--	---	--

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

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

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

Does not work with others; distant and aloof; blunt, antagonistic	Sometimes tactless; works with others after being asked.	Warm, friendly, Sociable. Agreeable, friendly; and will be part of the team when asked.	Very sociable and Outgoing; always Pleasant and polite. Will sometimes be a team leader.	Extremely sociable and inspiring to others. Team leader.
---	--	---	--	--

Areas to focus on:

1.	
2.	
3.	

Major strong points:

1.	
2.	
3.	

Does this employee demonstrate a desire and ability to progress to a higher classification?

Yes No N/A

Proposed Classification:	
--------------------------	--

The following training was completed: **See attached.**

Employee: _____ Date: _____

Appraised by: _____ Date: _____
Signature

Reviewed by: _____ Date: _____
Signature

Approved By: _____ Date: _____
Signature

HR Department

Reviewed by: _____ Date _____
Initials

Final Review: _____ Date _____
Initials

APPENDIX C CITY OF GROTON PLAN DESIGN

City of Groton

LOCAL 135

Type of Plan Referrals required In Network	Emps	2015-16 Plans		
		2014/2015 Plan Year	PPO Option	HDHP/HSA Plan Option
		Current Plan	PPO	PPO
Deductible		NA	NA	\$2000/\$4000
Coinsurance		NA	NA	100%
OOP Maximum		NA	\$5000/\$10,000	\$5000/\$10,000
Preventive care		No Charge	No Charge	No Charge
Office visit copay		\$15	\$25	Deductible then 100%
Specialist visit copay		\$15	\$25	Deductible then 100%
Allergy services, 80 injections in 3yrs.		\$15	\$25	Deductible then 100%
Vision Exam, every 2yrs.		No Charge	No Charge	Deductible then 100%
Diagnostic Lab & X-ray		No Charge	No Charge	Deductible then 100%
High Cost Diagnostic: MRI, CAT, PET		\$75	\$75	Deductible then 100%
Outpatient Rehab, 50 visits per yr for PT, OT, ST		\$15	\$25	Deductible then 100%
Infertility Services		Full coverage, with no age or cycle limits	CT State Mandate Coverage	Deductible then 100%
Emergency Room copay		\$150	\$150	Deductible then 100%
Urgent Care copay		\$100	\$100	Deductible then 100%
Walk In Center		\$15	\$25	Deductible then 100%
Outpatient surg. Copay		\$150	\$250	Deductible then 100%
Inpatient copay		\$150	\$350	Deductible then 100%
Inpatient Mental Health - Biological Unlimited		\$150	\$350	Deductible then 100%
**Non Biological		Unlimited	Unlimited	Deductible then 100%
Outpatient Mental Health - Biological Unlimited		\$15	\$25	Deductible then 100%
**Non Biological		Unlimited	Unlimited	Deductible then 100%
Inpatient Substance Abuse -		\$150	\$350	Deductible then 100%
**Limits:		Unlimited	Unlimited	Deductible then 100%
Outpatient Substance Abuse -		\$15	\$25	Deductible then 100%
**Limits:		Unlimited	Unlimited	Deductible then 100%
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Out-of-Network				
Deductible - Calendar Year		\$100/\$300/\$300	\$200/\$600/\$900	Combined with In-Network
Coinsurance		80/20%	80/20%	80/20%
Out-of-Pocket Maximum - Calendar Year		\$1,000/\$2,500/\$2,500	\$1,500/\$3,000/\$5,000	Combined with In-Network
Estimated Plan Change Adjustment factor			0.9575	
RX Plan Co Pays (Generic/Listed/Non-Listed)				
Rx Summary Type		\$5/15/35 MP4 \$2,000 year co-pay maximum, then 20% coinsurance with per script max of \$100	\$5/20/40 MP4 \$2,000 year co-pay maximum, then 20% coinsurance with per script max of \$100	Deductible then \$5/20/40 MP4
Calendar Year Maximum				Unlimited
Days Supply - Retail/Mailorder		30/90	30/90	30/90
Number of Copays for Mail Order vs Retail		2x	2x	2x
Health Saving Account: City of Groton Contribution				

** Federal Mental Health parity is required to apply at the next renewal, Mental Health paid same as any other illness

APPENDIX D CITY OF GROTON DENTAL PLAN

DENTAL

Issued By:

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

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.

Co-insurance: 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 Authorization) 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:
 7.
 - (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 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.
8. 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, only or crown will equal the amount payable for a three-surface amalgam filling when the Covered Person is not covered by Rider A – Additional Basic Benefits.

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

PARTICIPATING DENTIST BENEFITS

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

NON-PARTICIPATING DENTIST BENEFITS

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

DENTAL BENEFITS

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

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

A. DENTAL PROVISIONS

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

1. Initial Oral Examination, Diagnosis and Full Mouth Series of X-rays or Panoramic X-ray with or without Bitewings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any three consecutive Calendar Years.
2. Topical Fluoride Application for Covered Persons under age 19, Routine Oral

Examination and Prophylaxis – Anthem BCBS will provide benefits on behalf of Employer for two visits per Covered Person per Calendar Year.

3. Bitewing X-rays – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per Calendar Year for a series of two bitewing x-rays.
4. Periapical X-rays - Anthem BCBS will provide benefits on behalf of Employer.
5. Prophylaxis (cleaning) or Periodontal Maintenance Procedure, including oral hygiene instruction:
twice per Covered Person per Calendar Year. Benefits for Covered Services will not be provided for a combination of more than two maintenance procedures in the same Calendar Year.
6. Relining of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any two consecutive Calendar Years for a denture reline. Anthem BCBS will not provide benefits on behalf of Employer for a denture reline within the first twelve months following placement.
7. Repair of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any one Calendar Year for a simple denture repair. Anthem BCBS will not provide benefits on behalf of Employer for extensive reconstruction or for the addition of teeth to an existing denture, unless the Covered Person is enrolled in Rider B – Prosthodontics. Anthem BCBS will not provide benefits on behalf of Employer for a denture repair within the first twelve months following replacement.
8. Palliative Emergency Treatment – Anthem BCBS will provide benefits on behalf of Employer for the following services, when rendered on a non-scheduled, emergency basis (not payable when other services are performed on the same date):

Placement of sedative dressings;

Treatment of acute oral infections;
Prescribing of drugs for pain and/or infection;
Opening of pulp chamber to relieve pain (not part of endodontic procedure).

9. Fillings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person
per tooth surface in any consecutive twelve-month period.
10. Stainless Steel Crowns – Anthem BCBS will provide benefits on behalf of Employer for stainless steel crowns placed on primary teeth.

11. Endodontics, including Pulpotomy and Direct Pulp Capping and Root Canal Treatment – Anthem BCBS will provide benefits on behalf of Employer for pulpotomy and direct pulp capping but not when a root canal or extraction is performed on the same tooth within three months. Anthem BCBS will provide benefits on behalf of Employer for root canal treatment once per tooth root in a Covered Person’s lifetime.

B. OTHER PROVISIONS

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

DENTAL – ADDITIONAL BASIC BENEFITS (RIDER A)

It is agreed this Benefit Program is amended as follows:

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

Inlays (not part of bridge)	1 per tooth every 5 Calendar Years
Onlays (not part of bridge)	1 per tooth every 5 Calendar Years
Crowns (not part of a bridge)	1 per tooth every 5 Calendar Years
Space Maintainers	
Oral surgery consisting of:	

- Fracture and dislocation treatment;
- Diagnosis and treatment of cyst and abscesses;
- Surgical extractions and impaction; and
- Apicoectomy.

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

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

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

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

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

No benefits will be provided for the tooth replacements.

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

PARTICIPATING DENTIST BENEFITS

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

NON-PARTICIPATING DENTIST BENEFITS

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

Except as amended, this Benefit Program remains unchanged.

EXCLUSIONS, CONDITIONS AND LIMITATIONS

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

- A. Anthem BCBS will provide benefits on behalf of the Employer only for services: (1) specifically described in this Summary Booklet; (2) rendered or ordered by a Dentist; (3)

within the scope of the Dentist's licensure; and (4) which constitutes Medically Necessary Care for the proper diagnosis and treatment of the Member.

B. Except as specifically provided in this Summary Booklet or in any Rider attached to this Summary Booklet, no benefits will be provided under the Benefit Program for the following:

1. Duplicate Coverage and Other Third Party Liability

- a. Workers' Compensation or Coverage Provided by Law: No benefits will be provided for services paid, payable or required to be provided under any Workers' Compensation Laws or which, by law, were rendered without expense to the Member. Anthem BCBS will not enter into any agreement or obligation under which coverage under this Benefit Program is made or is construed to be primary to or in place of any other benefits covered or obtained under a Workers' Compensation Law.
- b. No-Fault: To the extent permissible by law, no benefits will be provided for services paid, payable or required to be provided as Basic Reparations Benefits under C.G.S. Section 38a-365(a) or similar benefits under any other No-Fault Automobile Insurance Law.
- c. An uninsured motorist will be considered to be self-insured. Anthem BCBS will not be required to extend benefits which are required to be provided under any No-Fault Automobile Insurance Law to the extent permissible by law.
- d. Duplicate Coverage: If the Member is enrolled in another Plan, benefits will be subject to the Coordination of Benefits provisions of this Summary Booklet.
- e. Right of Recovery: To the extent permissible by law, Anthem BCBS shall have a right of reimbursement for benefits provided under the terms of this Benefit Program where the Member exercises rights of recovery against third parties. The Member shall execute and deliver such instruments and take such other actions as Anthem BCBS shall require to implement this provision. The Member shall do nothing to prejudice the rights given to Anthem BCBS by this provision without its consent.
- f. Medicare: If a Member is eligible for Medicare, and still covered under this Benefit Program, Anthem BCBS will provide the benefits of this Benefit Program, except as required by law. However, these benefits will be reduced to an amount which, when added to the benefits received pursuant to Medicare, may equal, but not exceed the actual charges for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare.

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 provide 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 diagnoses, 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. 9-272 (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 BSBS 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.

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.

3. 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.
4. Anthem BCBS does not make medical judgments. Anthem BCBS only administers the benefits available under this Benefit Program on behalf of Employer.
5. 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 I, 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 DRUG AND ALCOHOL ABUSE POLICY

CITY POLICY: Drug and Alcohol Policy

I. INTRODUCTION

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

II. PROHIBITED ACTS

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

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

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

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

III. TESTING PROGRAM

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

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

IV. MISCELLANEOUS

1. Employees suspected of possessing alcohol, illegal drugs, intoxicants or controlled substances may be subject to inspection and search, with or without notice. Searching may extend to all City property.
2. The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair that employee's value to the City. Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well being of others must notify the HR Director and submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness.

3. The City maintains an Employee Assistance Program ("EAP") which employees and their immediate family members may access for, among other things assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol, drugs, or other personal problems adversely affecting their job performance. EAP is a confidential and free benefit; the cost of treatment, counseling, or rehabilitation resulting from EAP referral will be the responsibility of the employee. Follow up treatment may be covered in part by the City's group health insurance for employees electing such coverage.

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

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

Review date: June 7, 2014.

APPENDIX F CITY OF GROTON WORK RULES

CITY POLICY: Work Rules

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

Workplace Expectations

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

Unacceptable Standards

Unacceptable standards include but are not limited to the following:

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

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

Clothing

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

Unacceptable clothing includes but is not limited to the following:

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

Failure to Follow Work Rules

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

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

APPENDIX G PENSION PLAN

RETIREMENT PLAN FOR

THE CITY OF GROTON UTILITIES EMPLOYEES

LOCAL 1303-135 OF COUNCIL #4, AFSCME, AFL-CIO

AMENDED AND RESTATED

JULY 1, 2023 - JUNE 30, 2026

INTRODUCTION

THIS AGREEMENT is between the City of Groton, hereinafter referred to as the "City" or "Employer", and the City of Groton Utilities Employees, Local 1303-135 of Council #4, AFSCME, AFL-CIO, 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 City of Groton Utilities Employees, Local 1303-135 of Council #4, AFSCME, AFL-CIO, (previously referred to as the "Retirement Plan for Full-Time Regular Employees of the City of Groton, Connecticut") became effective as of February 1, 1946. The same has been restated and/or amended in 1972, 1976, 1978, 1981, 1983, 1984, 1986, 1987, 1988 and 2009. The Retirement Plan for the City of Groton Utilities Employees, Local 1303-135 of Council #4, AFSCME, AFL-CIO, 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 City of Groton Utilities Employees, Local 1303-135 of Council #4, AFSCME, AFL-CIO," 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 – DEFINITION

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/her actual

retirement date, whichever is applicable. The Credited Interest applicable to Participant Contributions made under the Prior Group Annuity Contracts shall be determined and payable in accordance with the provisions of the Prior Group Annuity Contracts.

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

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

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

Furthermore, no disability benefits will be payable if such disability results from service in the Armed Forces of any country for which a service connected government disability is payable.

Section 2.6 “Employee” means any person enrolled in the active employment rolls of the Employer whose customary employment is more than twenty (20) hours in any one week and more than five (5) months in anyone year.

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

Section 2.8 “Final Average Earnings” means a Participant's annual base salary or wage paid or accrued during a calendar year, exclusive of all other earnings including overtime, outside earnings, accumulated sick leave or other employment with the City of Groton, averaged over the sixty (60) highest months of municipal service. The amount of annual compensation taken into account for any year after December 31, 1988 shall not exceed

\$200,000 (or such other amount as may be specified pursuant to Section 401 (a)(17) of the Internal Revenue Code, as the same may be amended from time to time).

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

Section 2.10 “Insurance Company” means a legal reserve life insurance company organized or incorporated under the laws of anyone 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 hired on or after April 1, 1976, shall have accrued at least five (5) years of Continuous Service.

Unless otherwise provided above, the Normal Retirement Date shall be the latter of Age 60 or the fifth (5th) anniversary of the Participant's inclusion in the Plan for an Employee who was excluded or who would have been excluded had he/she been an Employee under the provisions of this Plan in effect prior to January 1, 1988.

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

The Normal Retirement Age for employees hired on or after October 1, 2016, shall be the latter of age 62 or the fifth (5th) anniversary of the Participant's inclusion in the Plan.

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

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

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

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

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

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

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

Section 2.19 “Surviving Spouse” means, for the purposes of Article VII, the lawful wife or husband of a Participant, as the case may be, provided that the Surviving Spouse: (a) must have been married to the Participant for at least one (1) year and shall have been living with the Participant as husband and wife if the Participant dies in active employment, or (b) must have been married to the Participant for at least one (1) year prior to retirement and shall have been living with the Participant as husband and wife at the time of death if the Participant dies after retirement, and (c) must have been at least fifty percent (50%) dependent upon the Participant for support if the Participant dies in active employment prior to qualifying for Normal or Early Retirement (Participants income during the last taxable year must be more than one-half (½) of combined income of Participant and his/her spouse for such year). Income from employment shall mean all wages and earnings from the preceding calendar year reported by the Participant and his/her spouse for Federal Income Tax purposes for that year.

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

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

ARTICLE III – PARTICIPATION

Section 3.1 Condition for Participation:

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

- b. Each full-time Employee who was not included in this Plan as a Participant immediately prior to the effective date of this amended and restated plan, and all full-time Employees hired after April, 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 July 1, 2016 each Participant shall make Participant Contributions to this plan while he/she remains a Participant hereunder in an amount equal to six percent (6%) of his/her 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.
- b. Effective July 1, 2017, the Participant Contribution shall be six and one tenth percent (6.1%) of annual base salary as outlined in Section 3.2a. above.
- c. Effective July 1, 2018, the Participant Contribution shall be six and two tenths percent (6.2%) of annual base salary as outlined in Section 3.2a. above.
- d. Anything to the contrary notwithstanding, no Participant shall be required to contribute to this Plan once he/she attains his/her maximum Normal Pension amount as set forth in Article V, Section 5.1.
- e. Employees hired after October 1, 2019, shall contribute eight and two-tenths percent (8.2%) of annual base salary.

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 January 1, 1994, 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 contributions 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 January 1, 1994.

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

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

- a. Absence with the consent of the Retirement Board during any period not in excess of one year, except that the Administrator may consent to extend the period of leave; or
- b. Absence from work because of occupational injury or disease incurred as a result of employment with the Employer, for which absence a Participant shall be entitled to Workers' Compensation payments; or

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

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

An Employee's period of United States military service shall be treated as employment with the Employer, provided the Employee left employment with the Employer for military service and returned to his/her Employer during the period his/her reemployment rights were guaranteed by law.

His/her period of military service shall be treated as if he/she had remained in employment with his/her Employer during the period, in the job classification occupied before leaving for military service.

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

ARTICLE V - RETIREMENT BENEFIT

Section 5.1 Normal Pension:

- a. A Participant may retire on a Normal Pension on the first day of any month after he/she has attained his/her Normal Retirement date, provided he/she has filed an application for benefits prior to the commencement of his/her pension.
- b. The Normal Pension shall be a monthly amount equal to one and 85/100 (1.85%) of the Participant's Final Average Earnings multiplied by his/her Credited Service with the Employer as a full-time municipal Employee, subject to a maximum yearly pension fifty-five percent (55%) 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 in part, from an annuity purchased under the terms of a Prior Group Annuity Contract.
- c. Effective October 1, 1993, the Normal Pension shall be a monthly amount equal to two percent (2%) of the Participant's Final Average Earnings multiplied by his/her credited service with the Employer, as a full-time municipal employee, subject to a maximum yearly pension of sixty percent (60%) of his/her Final Average Earnings. One-twelfth (1/12) 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.
- d. Effective November 1, 2009, the Normal Pension shall be a monthly amount equal to two and one-tenths 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 (1/12th) of this amount will be paid monthly. The monthly pension may be provided, in full or part from an annuity purchased under the terms of a Prior Group Annuity Contract.

Section 5.2 Early Retirement Pension:

- a. A Participant may retire on an Early Retirement Pension on the first day of the month after he/she has attained age 55, provided he/she has accrued at least ten (10) years of Continuous Service and has filed an application for benefits.
- b. This monthly amount of the Early Retirement Pension payable to a Participant on his/her Early Retirement commencement date shall be the amount of his/her Normal Pension reduced by six-tenths of one percent (0.6%) for each month between the Participant's Normal Retirement Date and his/her sixtieth (60th) birthday and further reduced by three-tenths of one percent (0.3%) for each month by which the Participant's Early Retirement Pension commencement date precedes

his/her sixtieth (60th) birthday reflecting the commencement of benefit payments prior to a Participant's attaining his/her Normal Retirement Date.

Section 5.3 Deferred Retirement Pension.

- a. A Participant who is satisfactorily able to perform his/her duties may remain in active employment until his/her actual retirement. The first date of the calendar month following such actual retirement shall be his/her Deferred Retirement Date.
- b. The monthly benefit of a Participant who retires on a Deferred Retirement Date shall be determined in the same manner as his/her Normal Retirement Pension but based on his/her Credited Service and his/her final Average Earning completed to his/her Deferred Retirement Date.

Section 5.4 Maximum Retirement Benefits

In accordance with the benefit limitations of Section 415 of the Internal Revenue code, each Participant's Annual Benefit shall be limited so that the specified Maximum Permissible Benefit, as defined herein, is not exceeded. If necessary, the Participant's Benefit shall be limited in order to meet the requirements of Section 415.

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

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

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

- a. "Annual Additions" with respect to the Maximum Permissible Amount means for any Limitation Year, the sum of the following:
 - 1) All Employer Contributions, if any, allocated to a Participant;
 - 2) All forfeitures, if any, allocated to a Participant;
 - 3) A Participant's Participant Contributions, if any.

Amounts allocated, after March 31, 1984 to an individual medical account, as defined in Section 415(1)(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/her Normal Retirement Date, the Annual Benefit shall mean the amount of Benefit attributable to Employer contributions projected to such Participant's Normal Retirement Date assuming the Participant will continue working and Compensation will remain the same until the Participant's Normal Retirement Date.
- c. “Compensation” for the purpose of applying limitations of Section 415, shall include only those items specified in subparagraph (1) of Section 1.415-2(d) of the Internal Revenue Service Regulations, except however, that the amount of annual compensation taken into account for any year after December 31, 1988 shall not exceed \$200,000 (or such other amount as may be specified pursuant to Section 401 (a)(17) of the Internal Revenue Code).
- d. “Defined Benefit Plan Fraction” means for each Limitation Year, a fraction, the numerator of which is the sum of a Participant's projected Annual Benefit under all qualified defined benefit plans maintained by Employer determined as of the end of the Limitation Year, and the denominator of which as of the end of the Limitation Year, is the lesser of (1) or (2) below where:
 - 1) Is equal to 1.25 times the Section 415 defined benefit plan dollar limitation in effect for such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1987 calendar year is \$90,000 and for the 1988 calendar year is \$94,023 and shall apply for Limitation Years that end in such calendar years), or
 - 2) Is equal to 1.4 times the Participant's average annual Compensation based on the three consecutive calendar year period during which the Participant has the greatest aggregate Compensation from the Employer.
- e. “Defined Contribution Plan Fraction” shall mean, for each Limitation Year, a fraction, the numerator of which is the sum of the Annual Additions with respect to any Participant as of the close of the Limitation Year and all prior Limitation Years under this Plan and all other qualified defined contribution plans maintained by the Employer, and the denominator of which is the sum of the lesser of 1) or 2) below for each Limitation Year during which the Participant is employed by the Employer where:

- 1) Is equal to 1.25 times the Section 415 defined contribution plan dollar limitation applicable to such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1988 calendar years is \$30,000 and shall apply to Limitation Years that end in such calendar years), or
 - 2) Is equal to 1.4 times 25% of the Participant's Compensation for such Limitation Year.
- f. "Employer" means the Employer who adopts this Plan. In the event that the Employer is a member of a group which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code as modified by Section 415(h) or which constitutes trades or businesses (whether or not incorporated) which are under common control (as defined in Section 414(c) of the Internal Revenue Code as modified by Section 415(h), all such employers shall be considered a single employer for the purposes of applying the limitations of this Article and the purposes of determining Compensation as defined in subparagraph (c) above.
- g. "Limitation Year" means a Plan Year of this Plan. In lieu thereof the Employer may adopt, by amending this Plan, any other 12 consecutive month period. If the Employer is a member of a group which constitutes a controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code as modified by Section 415(h) the election to use a consecutive twelve-month period other than the Plan Year must be made by all members of the group that maintains the plan.
- h. "Maximum Permissible Amount" means, with respect to any Limitation Year, the lesser of:
- 1) The Section 415 defined contribution plan dollar limitation applicable to such Limitation Year (the prescribed dollar limitation amount for the 1983 through 1988 calendar years is \$30,000 and shall apply to Limitation Years that end in such calendar years), or
 - 2) 25% of the Compensation actually paid to the Participant for such Limitation Year, except however, any contribution for medical benefits (within the meaning of Section 419(A) (f) (2) after separation from service which is treated as an Annual Addition shall not apply.
- i. "Maximum Permissible Benefit" means the maximum Annual Benefit to which a Participant is entitled in accordance with the following provisions:
- 1) Maximum Permissible Benefit Applicable to Participants Who Have At Least Ten Years of Continuous Service with the Employer ~ The Maximum Permissible Benefit applicable to any Participant who has at least ten years of Continuous Service with the Employer shall be limited to the greater of

(a) or (b) below:

(a) The lesser of:

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

(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 this subparagraph (b), such Participant's Benefit shall be based on the provisions of this Plan which were in effect on May 6, 1986 without regard to any amendments or cost-of-living adjustments occurring after May 6, 1986.

j. 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 Plans 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 62, an adjustment shall be required to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable prior to the Participant's attainment of age 62 shall be adjusted so that it is equivalent to the benefit payable at age 62 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 62. With respect to benefits, if any, which become payable prior to the participant's attainment of age 55, the adjusted benefit shall not be lower than the actuarial equivalent of \$75,000 using that which results in the lower benefit under (1) or (2) of this subparagraph 5.4(i)(2)(b). The adjustment set forth in this 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).

- (c) In the event the Participant's Accrued Benefit becomes payable after the Participant's attainment of age 65, an adjustment shall be made to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable after the Participant's attainment of age 65 shall be adjusted so that it is equivalent to the benefit payable at age 65 using that which results in the lower benefit under (1) or (2) below:

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

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

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

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

ARTICLE VI - DISABILITY PENSION

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

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

Section 6.3 Service Connected Disability

- a. A Participant who becomes Permanently and Totally Disabled during the performance of essential duties pertaining to his/her employment with the City shall

be eligible to retire and receive a Service Connected Disability Pension. The amount shall be equal to the Participant's projected Normal Pension that would have been payable had such Participant worked until his/her Normal Retirement Date.

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

Section 6.4 Non-Service Connected Disability

- a. An active Participant who has accrued at least ten (10) years of Continuous Service and becomes Permanently and Totally Disabled from causes not relating to his/her employment with the Employer shall be eligible to retire and receive a Non-Service Connected Disability Pension. The amount shall be equal to the Normal Pension of one and one-half percent (1½%) of the Participant's Final Average Earnings multiplied by his/her Credit Service accrued to the date of his/her disability, subject to a maximum yearly Pension of forty-five percent (45%) of his/her Final Average Earnings. One-twelfth (1/12) of this amount will be paid monthly.
- b. In no event shall payments under this section, together with Primary Social Security Benefits and outside income subject to Social Security Taxes, exceed one hundred percent (100%) of the Participant's Final Average earnings.

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

ARTICLE VII - DEATH BENEFITS

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

nineteen (19) or twenty-four (24) if attending an accredited college or university. Benefit payments shall first be payable to the deceased Participant's surviving spouse. If there is no surviving spouse, then said payments shall be made to the surviving children in equal amounts.

Section 7.2 Non-Service Connected Death - Upon the death of an active Participant who dies from causes not related to his/her employment with the employer who has accrued at least five (5) years of Continuous Service and has attained the fifty-fifth (55th) anniversary of his/her date of birth, his/her Surviving Spouse, or Dependent Child or Children shall receive a Non-Service Connected Death Benefit.

The amount of such Non-Service Connected Death Benefit shall be equal to the deceased Participant's Early Retirement Pension, determined as of the first of the month coinciding with or next following the date of his/her death further reduced as though the deceased Participant had elected the one hundred percent (100%) Contingent Annuitant Option of which one hundred percent (100%) is payable to the deceased Participant's Surviving Spouse. Benefit payments shall cease with the last monthly payment falling due prior to the death or remarriage of his/her Surviving Spouse, whichever occurs first. If payments are being made to a Dependent Child or Children, the last monthly payment shall fall due upon the earlier of the death of the youngest such Child or upon the youngest Child attaining the age of nineteen (19), or twenty-four (24) if attending an accredited college or university.

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

ARTICLE VIII TERMINATION -SERVICE VESTING

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

Section 8.2 A Participant who has completed at least five (5) years of Continuous Service shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixtieth (60th) birthday. An election may be made by the terminated vested Participant to receive his/her Participant Contributions with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract, thereby forfeiting his/her vested rights to other benefits under this Plan.

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

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

ARTICLE IX - FORM AND PAYMENT OF BENEFITS

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

Section 9.2 Contingent Annuitant Option:

- a. In lieu of the normal Form of Retirement Benefit described in Section 9.1 above, a Participant may elect a Contingent Annuitant Option which provides for an actuarially reduced benefit payable to the Pensioner during his/her lifetime and for the continuance of such Retirement Benefit payments in either the same, 66 2/3% or 50% to a Contingent Annuitant, if living, after the Pensioner's death.
- b. If the Contingent Annuitant is the spouse of the Pensioner or if the Contingent Annuitant is any other person not more than thirty (30) years younger than the Pensioner, the benefit payable under this option is payable without restriction. If, however, the Contingent Annuitant is a person other than the spouse of the Pensioner and is more than thirty (30) years younger than the Pensioner, the benefits otherwise payable under this option to the Contingent Annuitant shall be limited so that the value of the annuity payable to the Contingent Annuitant shall be less than 50% of the value of the Pensioner's total original benefit, both calculated as of the Pensioner's actual retirement date.
- c. The monthly payment to the Contingent Annuitant shall commence on the first day of the month following the month in which the Pensioner dies, if the Contingent

Annuitant is then living, and shall continue monthly with the last payment due for the month in which the Contingent Annuitant's death occurs.

- d. If a Contingent Annuitant dies before the 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 benefits will "Pop-Up" to its original amount before reduction.

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

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

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

ARTICLE X – FUNDING

Section 10.1 Contributions of the Employer - The Retirement Board shall, at least once every three years, be required to have an actuarial valuation by an actuary of the assets and liabilities of the Retirement Plan and of the required contributions from the Employer which, in addition to contributions of the Participants, will be adequate to finance the benefits under the Retirement Plan. On the basis of each such valuation, the Employer shall pay each year to the Retirement Board an amount which will meet the actuarial cost of current service and, until it is amortized, the unfunded accrued liability. The annual appropriation by the Employer for each of the forty (40) 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 the Group Annuity Contract, and then only to the extent that such funds have been contributed by the Employer.

ARTICLE XI – ADMINISTRATION

Section 11.1 This Plan shall be administered by the Retirement Board which shall report annually to the Mayor and Council setting forth the financial status of the Plan. All decisions of the Board, with respect to the administration of the Plan, shall be conclusive, binding and consistent in all respects with the intent and purposes of this Plan. If there shall arise any misunderstanding or ambiguity concerning the meaning of any of the provisions of this Plan, the Retirement Board shall have the sole right to construe such provisions and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing this plan as it considered desirable.

ARTICLE XII - AMENDMENT

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

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

ARTICLE XIII - GENERAL PROVISIONS

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

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

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

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

ARTICLE XIV – DURATION

Section 14.1 The effective date of any subsequent modification to the Pension Plan described herein shall not be prior to July 1, 2023. The parties agree that unless specifically amended herein that all other terms of Collective Bargaining Agreement extended to June 30, 2026, shall continue in full and force and effect during the term. Further, regardless of any other provision of this Plan or any other agreement or past practice, it is understood and agreed that this Pension Plan is hereby incorporated and made part of the existing Collective Bargaining Agreement (beginning October 1, 2009) between the City and the Union and any and all subsequent negotiations regarding pension shall be conducted in accordance with this section.

Section 14.2 Unless required by law or otherwise specified herein, the effective date of any change in this Plan shall be July 1, 2023.

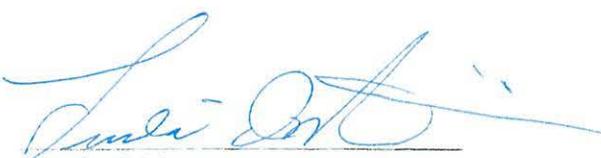
SIGNATURE PAGE *jh*

IN WITNESS THEREOF, the parties set their hands this 6 day of January, 2024.

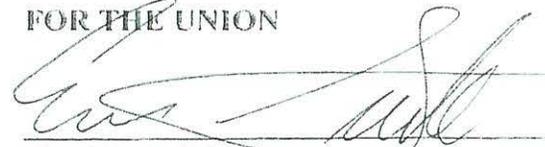

WITNESS

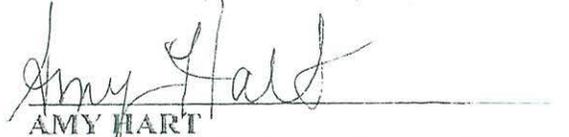
FOR THE CITY OF GROTON


KEITH HEDRICK, MAYOR


WITNESS

FOR THE UNION


ERIC SMITH
PRESIDENT, LOCAL 1303-135,
COUNCIL 4, AFSCME, AFL-CIO


AMY HART
VICE PRESIDENT, LOCAL 1303-135,
COUNCIL 4, AFSCME, AFL-CIO


TIMOTHY MADDEN
STAFF REPRESENTATIVE
CONNECTICUT COUNCIL 4
AFSCME, AFL-CIO

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 1303-135 OF COUNCIL #4,
AFSCME, AFL-CIO (UNION) AND
THE CITY OF GROTON (CITY)**

To: Human Resources Director
Subj: Donation of Sick Leave to Sick Leave Bank

1. In accordance with the Memorandum of Agreement between the City of Groton and The City of Groton Utilities Employees, Local 1303-135, of Council #4, AFSCME, AFL-CIO, I hereby choose to donate ___ hours of my accumulated sick leave to the Local 1303-135 Sick Leave Bank effective _____. I understand that my sick leave balance must reflect more than thirty (30) days in order to be eligible to donate sick leave.
2. I understand that I am not permitted to withdraw my contributed days.
3. I hereby elect the following option:
 - a. I elect to donate my ___ hours to _____, who currently qualifies for and is eligible to draw from the Sick Leave Bank.
 - b. I elect to donate my ___ hours to the general Local 1303-135 Sick Leave Bank.
4. My current sick leave balance is ___ hours as of my pay statement dated _____.

Print Employee Name

Employee's Signature

Copy to the Union President

Received by HR:

Initials

Date

Received by Finance:

Initials

Date

Transfer of Sick Leave Reflected on Pay Check week ending: _____

Initials

Date

Received by HR for File:

Initials

Date

Enclosure (1)

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 1303-135 OF COUNCIL #4,
AFSCME, AFL-CIO (UNION) AND
THE CITY OF GROTON (CITY)**

From: _____
(Name of Injured or Ill Employee)

To: Human Resources Director

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, personal time and/or any other accrued, paid leave.
3. I have been approved for FMLA leave, and am enclosing my FMLA certification, as well as documentation from my health care provider as to the estimated duration of my absence and anticipated ability to return to work.
4. I understand that I may only receive donations of sick days from the Sick Leave Bank for the duration of my FMLA leave. If I continue in employment after the exhaustion of FMLA leave pursuant to the ADA or other state law, federal law or City policy, my eligibility for the Sick Leave Bank may continue for only up to a maximum of twenty-six (26) weeks from the date my FMLA leave began.
5. I understand that I am no longer eligible for Sick Leave Bank benefits if I am determined to be permanently disabled by the Social Security Administration or the City of Groton Pension Plan.

Employee's Signature

Date

Enclosure (2)