

AGREEMENT

BETWEEN THE

CITY OF GROTON

AND

**THE CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 1303-007 OF
COUNCIL #4, AFSCME, AFL-CIO**

JULY 1, 2023– JUNE 30, 2026

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PREAMBLE

THIS AGREEMENT made and entered into by the City of Groton, in the County of New London and State of Connecticut, hereinafter referred to as “the Employer” or “the City” or “the Department”, and the City of Groton Utilities Employees, Local 1303-007 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 1 - RECOGNITION

Section 1.0 The Employer recognizes the Union as the sole and exclusive representative of all full-time Linepersons, Electricians, Substation Technicians, Meterpersons, Stockpersons, Testpersons, Engineering Aides, Technical Aides and Leader Project Engineering Aide, working twenty (20) hours or more per week, with respect to all matters of wages, hours and working conditions.

Section 1.1

- a. 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 Employer in promoting and advancing the welfare of the Employer and the service of all times.
- b. The Union shall notify the Employer in writing of the identity of its elected and appointed representatives and, in the event of a change of any representative, shall notify the Employer of such change promptly. Notices to the Employer under this provision shall be directed to the Director of Utilities.

Section 1.2 If, at any time during the term of this Agreement or any renewals or extension thereof, the Employer shall recognize the Union as the exclusive agent of the employees in any job classification in addition to those specified in Section 1.0 of this Article, all of the provisions of this Agreement shall become applicable to the employees in such job classification 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 Employer and the Union.

ARTICLE 2 - UNION SECURITY AND PAYROLL DEDUCTION

Section 2.0 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.

Section 2.1 Upon receipt of a signed authorization from the employee involved, a copy of which is attached to this Agreement as Appendix D, the Employer shall deduct from the employee's pay each payroll period such initiation fees and/or dues or agency fees as the Union shall determine.

Section 2.2 The amount of dues and fees will be certified by the Local 1303 Treasurer and/or Bookkeeper in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Employer providing that at least four (4) weeks' notice of any change is given to the Employer.

Section 2.3 Deductions, as provided in Section 2.2, shall be remitted to the Council #4 office of the Union no later than fifteen (15) days following the month after such deductions have been made along with a list of employees from whom the deductions have been made.

Section 2.4 The Union shall defend, indemnify and hold the Employer harmless from and against any and all demands, suits, complaints, costs and other forms of liability caused by or arising out of the administration or enforcement of the foregoing provisions of this Article.

Section 2.5 This Agreement shall be applied uniformly to all regular hourly paid employees and there shall be no discrimination among employees as regarding terms and conditions of employment.

Section 2.6 It is understood and agreed that temporary and part-time employees are not covered under this Agreement and also that appointments to temporary and part-time positions will expire automatically at the end of eighty (80) working days and shall not be subject to renewal within the same calendar year. Any part of a day worked will constitute one (1) working day. It is the intent and purpose of this stipulation to prohibit the assignment of any temporary or part-time employee to regular status.

Section 2.7 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 2.8 Each month the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet or other report 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.

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 on a quarterly basis.

Section 2.9

- a. The Employer may employ a permanently disabled or physically handicapped person on a part-time basis beyond the limits of Article 2, Section 2.6.
- b. It is the intent and purpose of this stipulation to permit a person hired by the Employer who is physically unable to work an eight (8) hour day because of a physical disability to be allowed continued employment beyond the eighty (80) working days.

ARTICLE 3 - SENIORITY

Section 3.0 Seniority is defined as the total length of Continuous Service with the Employer.

Section 3.1

- a. Seniority shall be utilized for vacation preference and for layoff and recall and as otherwise may be provided in this Agreement.
- b. Total length of Continuous Service with the Employer shall be the criterion for determining amount of vacation, amount of longevity, and pension benefits.

Section 3.2 In cases where an employee is transferred from one classification to another within the bargaining unit, his/her seniority in the new classification shall be based on his/her length of service within the bargaining unit.

Section 3.3 Seniority shall be lost for the following reasons:

- a. Voluntary quitting,
- b. Discharge for cause,
- c. Failure to return to work from layoff within fifteen (15) working days after being recalled,
- d. Retirement,
- e. Failure to report to work from authorized leave of absence; and
- f. Any unauthorized leave of absence from work for three or more days.

Section 3.4 Any layoff will take place in the following order:

- a. Part-time employees,
- b. Seasonal and/or casual employees,
- c. Probationary employees,
- d. Employees working twenty (20) hours but less than forty (40) hours a week,
- e. Forty (40) hour employees within affected classifications providing that employees with the most bargaining unit seniority shall have the right to bump employees with less seniority in equal or lower classification provided that they have the ability to perform the work available, as determined by the Director of Utilities.

Section 3.5 Within two (2) years of any layoff, employees with the most seniority, in the reverse order provided in Section 3.4 of this Article, shall be rehired first, provided they are qualified and capable of performing the available job. Further, said employees 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 employee. No new employee shall be hired until all laid off employees have been given the opportunity to return to work, or until two (2) years after the layoff of said employees, whichever date occurs first.

Section 3.6 New employees shall have a probationary period of six (6) months and shall have no seniority rights during the probationary period.

Section 3.7 The Employer shall have the right to discharge an employee during his/her initial probationary period with no recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE 4 - PROMOTIONS - TRANSFERS - VACANCIES

Section 4.0 a. When promoting an employee to fill a vacancy within the bargaining unit, the Employer will give consideration to the qualifications of the applying employee as evidenced by his/her skill, ability to handle the job, and his/her performance reports of record, he/she will be given the promotion. If two employees have equal qualifications, then preference shall be given to the most senior employee.

b. Where an employee has been transferred from another department within the bargaining unit, it is agreed, that for promotions within the department, only the time within the department shall be credited for the purpose of promotion.

Section 4.1 Promotions to fill vacancies are upon a ninety (90) day probationary period during which the employees must demonstrate to management that he/she is qualified to perform the duties of the higher job classification. A review shall take place, in accordance with the process set forth in Section 18.3, Probationary Review Periods, before the end of the ninety (90) day period to verify the satisfactory completion of the probationary period. A lack of a timely review shall make the promotion permanent. In the event that the employee does not satisfactorily perform or

requests to return to during such probationary period, he/she shall be reinstated to their prior job classification and receive the rate of pay applicable to such job classification.

Section 4.2

- a. When a vacancy exists and when the Employer wishes to add to the number of employees in any classification, a five (5) working day notice will be posted on all bulletin boards, and a copy thereof forwarded to the business agent of the Union.
- b. The Employer will fill the vacancy with a qualified employee that has a satisfactory performance review before hiring new employees when filling any bargaining unit position.

Section 4.3

- a. 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 at their request and encourage them as to the possibility of advancement in the service of the Employer, suggesting required additional training.
- b. Education Courses. All employees who successfully complete educational courses approved by the Employer in advance shall be reimbursed for the amount expended by the employee in payment of the tuition for such courses and the reimbursement for textbooks necessary for completion of the course, up to Two Thousand Dollars (\$2,000) per semester, up to two semesters per fiscal year, per employee provided the employees attain a grade of "C" or better (grade point average of 2.0 or better) in said course.

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.

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

Section 4.4 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.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

Section 5.1 It is agreed that the normal work schedule shall mean Monday through Friday and that normally scheduled work hours shall mean 7:00 a.m. to 3:00 p.m. One (1) fifteen (15) minute break will be allowed in an eight hour working period. The morning break will occur between 7:00 a.m. and 11:00 a.m. The afternoon on-site 20-minute break will occur between 12:00 noon and 1:00 p.m. If required to work beyond 3:00 p.m., employees will be allowed an additional 15-minute on-site break at or after 3:00 p.m.

Section 5.2

- 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) times the regular hourly rate, except when a greater overtime or holiday rate is applicable as hereinafter set forth.
- 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.
- d. At the employee's option, up to forty (40) hours of compensatory time may be substituted for monetary payment at the applicable overtime rate. Compensatory time may not be carried over and any unused compensatory time will be paid at the end of the calendar year. Time may be taken in one (1) hour increments. Compensatory time will be taken in accordance with Sections 8.3 and 8.4. Use of eight (8) hours (a full work day) of compensatory time shall make the employee unavailable for overtime call out.

Section 5.3 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 applicable rate 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 11:00 p.m. and 5:00 a.m. Multiple calls received within the same two (2) hours or three (3) hours span described herein shall be compensated as a single call.
- 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 any 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 the normally scheduled work day 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 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 request, and receive approval from the City to attend educational or training programs shall be paid at straight regular hourly rates for the time outside of normal working hours, including time spent in travel to and/or from the educational or training center.
- f. When on the higher rate of pay, i.e. Sunday or holiday, and the job runs into the next day, the employee will stay at the higher rate of pay until the job is completed or until the employee is released from the job.
- g. An employee called out to perform prearranged overtime for switching shall consider the initial switching operation and restoration to normal position as a complete operation. If the employee is called out to perform this work on a weekend, he/she is to be paid as follows:
 - 1) For the initial switching, he/she will be paid the prearranged four hour minimum at the applicable rate.
 - 2) For restoration to normal position within forty-eight (48) hours, he/she will be paid the two hour minimum or the hours worked over and above the two hours at the applicable rate.

The foregoing applies only when the charge for the payment of the said prearranged overtime is paid for by the Department of Utilities as part of its overtime. The foregoing does not apply to sales orders where the service is paid by the customer of the Department.

Section 5.4 Distribution of Overtime

- a. 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.
- c. For purposes of overtime equalization under Section 5.4, total overtime hours equal the number of overtime hours worked and the number of overtime hours refused.

Overtime will be distributed among qualified employees within the job classification by contacting employees in the order from the least amount of total overtime hours to the greatest amount of total overtime hours. In the event that total overtime hours are equal, the most senior employee within the classification for which the work is to be performed will be called first.

1. For all line work, Employer will first attempt to contact all line personnel through their primary contact numbers as outlined in paragraph e. Once exhausting the list of primary contact numbers, the Employer will call the on call linemen assigned to the other service area. Management may use additional qualified trade workers as needed in evaluating the nature of any remaining work.
 2. For all substation work, at least one (1) qualified switcher is required. The Employer shall maintain a current list of qualified switchers and provide the Union with such list at the beginning of each year.
 3. Employer will call in additional trade workers as needed in evaluating the nature of any remaining work.
- d. An employee who is “unavailable” for overtime remains unavailable until he/she reports to work on his/her next scheduled work day. An employee is “unavailable” for overtime (i.e., will not be called for overtime and will not be charged a refusal) if:
1. The employee is absent from work for eight (8) or more hours during a normal work day;
 2. If any part of the day is used for illness, workers compensation and/or modified duty (except medical appointments or used as family sick);
 3. The employee is absent from work due to taking bereavement leave;
- e. Employee must provide an up-to-date primary contact telephone number. The responsibility of providing the updated contact number is solely the responsibility of the employee and shall be provided in writing to the Executive Assistant. An employee who refuses overtime or does not answer his/her phone will be charged a refusal.
- f. If a job goes beyond 3:00 p.m. on a normal workday and crews have not been asked to work past 3:00 p.m. before 11:00 a.m., an employee will not be charged for a refusal should he/she decline to work beyond 3:00 p.m. If crews have been informed before 11:00 a.m. about the need to work beyond 3:00 p.m., an employee will be charged for a refusal should he/she decline to work overtime.
- g. In the event Employer does not fill the overtime assignment after the list(s) of qualified employees have been exhausted, Employer will call qualified, “unavailable” employees (see paragraph d); if these employees refuse and/or remain unavailable, they will not be charged with refusals. When calling personnel using the unavailable list, Management shall make the first call based on the needed qualification or to the individual with the least amount of overtime hours, and continue until personnel requirements are met or the unavailable list is exhausted. If the overtime assignment still is not filled. Employer may utilize non-bargaining unit employees to perform the work.

- h. Employer has developed a form (attached) to track overtime incidents (contacts and refusals).
- i. Except for emergencies, an employee may only swap with and/or give his/her weekly “on call” assignment to another employee if both employees notify the Executive Assistant to the General Manager, Electric in writing no later than 7:30 a.m. on Monday (or Tuesday in case of holiday). Any employee that swaps his/her “on call” assignment will not be considered unavailable. Any employee that gives his/her weekly “on call” assignment to another employee shall be considered “unavailable” until the following Monday.
- j. Should Employer violate Section 5.4, the affected sole remedy will be that he/she will be paid the same amount of overtime hours he/she would have received had he/she been properly called in.
- k. Groton Utilities Management will only assign tree crews when the following minimum staffing has been achieved in the affected service area(s):
 - Two (2) - Two (2) person Line Crews (4 total personnel)
 - One (1) – One (1) Substation Employee
 - One (1) – One (1) Project Manager Electric

Section 5.5 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, even after a regular work day has begun, which one-half (½) hour periods will not be construed as part of the minimum hours.

Section 5.6 Rest Time If an employee is required to work outside of his/her normal workday during the period between eleven (11) p.m. and five (5) a.m. immediately preceding the starting time of his/her next normal workday schedule, he/she will, whenever possible, be allowed rest time during the normal workday 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 six (6) hour period, but in no instance shall such rest time be less than two (2) hours. However, should time worked during said six (6) hour period extend beyond five (5) a.m., the total time worked to eight (8) a.m. shall be considered for rest time purposes. When service requirements will not permit allowing all of the earned rest time off during the normal work day, that part worked will be paid, in addition to rest time paid at straight time rates, at one and one-half (1 ½) times straight time rates, for a total of two and one-half (2 ½) times straight time rates, for all time worked, except for holidays. This pay rate shall remain until the employee is dismissed from work. Earned rest time can be used in the morning or afternoon at the discretion of the employee, so long as the time worked is not in excess of sixteen (16) hours without a rest period. Rest time is to be taken continuously.

Section 5.7 Sixteen (16) Hours Worked in Twenty-Four Hour Period

- a. If an employee is required to work more than sixteen (16) hours in a twenty-four (24) hour period, he/she will, whenever reasonably possible, be allowed a period of eight (8) hours’ time off before returning to work. If service requirements will not permit time off and an employee works more than sixteen (16) hours, he/she will be paid at two times (2x) his/her normal wage

rate for those hours worked beyond sixteen (16) hours in twenty-four (24) hour period, except when a greater pay rate is applicable. Any part of such time off which extends into the employee's normal workday will be paid for at one-half (1/2) straight time rates in addition to the double-time rate for working sixteen (16) or more hours. This rate shall remain in place until the employee is dismissed from work for a period of eight (8) hours or more consecutive hours. Time allowed off for meals will be counted in determining sixteen (16) hours for the purpose of this Section.

Section 5.8 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.

ARTICLE 6 - CALL-IN PAY

Section 6.0 Call Time

- a. Employees placed "on call" will hold themselves available so that they may be contacted within fifteen (15) minutes and shall report fit for duty.
- b. Penalty for violation of Section 6.0a. will result in a maximum of six (6) months suspension from call time.
- c. All employees covered by this Agreement who are assigned to take trouble calls outside their normal schedule work hours will be paid one and one-half (1½) hours at basic straight time rates for each day assigned, provided that for Saturday, Sunday and the recognized holidays in this Agreement, such employees shall be paid for not less than three (3) hours at basic straight time rates for each such day assigned, provided further that when a recognized holiday occurs on a Saturday, such employees shall be paid for three and three-quarters (3¾) hours at basic straight time rates for each Saturday. If called upon to perform work in addition to the above call time pay, they will be paid for the time worked at the rate applicable, but not less than two (2) hours for each occasion they are 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 7:00 a.m.; provided further that call employees called out shall hold themselves available for the minimum pay hours and all time worked during this period shall be considered as being continuous. A cell phone shall be provided to the person who is on call. There shall be a call list of at least four (4) qualified persons who shall be assigned by the Employer. An employee on call for more than one territory shall be compensated an additional one and one-half (1 ½) hours at straight time rates for each day so assigned.

Employees shall be paid for one-half (½) hour of straight time pay for each phone call in excess of fifteen (15) minutes, or for a second nuisance call in an eight hour period while on call.

- d. 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. Should the on-call person(s) return the

Company-provided vehicle on a Monday holiday, between 7:00 a.m. and 8:00 a.m., the employee shall be paid one (1) hour pay at applicable rate.

- e. There shall be a minimum of one (1) qualified Journeyman Lineperson or higher classification assigned weekly to stand call. There shall be a minimum of one (1) qualified Substation Electrician assigned weekly to stand call. The respective call groups and management will agree to a six-month call rotation, with the first rotation for January-June, and the second for July-December. This list will be agreed to and shared at least thirty (30) days before each call rotation cycle. Any changes to on-call assignments shall be pursuant to the language of Article 5.4.i.

Section 6.1 Call person

If additional personnel are to be added to an existing on-going work crew after 3:00 p.m., the call person will be used first. If any after hours work is created during an employee's call week within the employee's assigned call territory, the employee on call shall have the first opportunity for overtime.

The call person shall be the Acting Leader on any call that requires two (2) or more personnel. The next call will be taken by the next qualified Lineperson available if the call person, who is now the Acting Leader, cannot be released from that job. The Chief, Leader, or Call Supervisor may relieve the on-call employee of their Acting Leader responsibilities. If relieved, the on call employee's reclosing, switching, stock and/or time keeping responsibilities will be transferred to the Leader or Chief.

ARTICLE 7 - MEAL ALLOWANCE

Section 7.0 Meals

- a. If an employee is required to work overtime, he/she will, except as hereinafter stated, be paid a meal allowance of twenty dollars (\$20.00) under any of the following conditions:
 - 1) When required to report for work starting one (1) or more hours 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 two (2) or more hours beyond his/her normal scheduled work hours.

- 4) When required to work six (6) hours or more 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.

ARTICLE 8 - VACATION

Section 8.0 The Employer hereby agrees to grant vacation leave in accordance with the following schedule. Vacation leave will be frontloaded at the start of each calendar year. Employees shall receive additional vacation leave, as set forth below, on their anniversary date. Should an employee accrue additional vacation leave during the calendar year, the additional leave shall be added to their vacation leave accrual.

Employees who receive additional vacation leave on an anniversary date that is after September 30th will have the option to have the additional vacation leave carried over to the next calendar year.

- a. Regular employees who have been in continuous employ of the Employer for six (6) months or more, but less than one (1) year, 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 one (1) year 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 eleven (11) 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 eleven (11) years or more, will be allowed the following vacation leave with basic straight pay:

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

14 years	19 days' vacation
15 years	20 days' vacation
16 years	20 days' vacation
17 years	21 days' vacation
18 years	21 days' vacation
19 years	21 days' vacation
20 years	21 days' vacation
21 years	21 days' vacation

Further, said employees will be allowed one (1) additional day of vacation leave for each continuous year of service past twenty-one (21) years up to a maximum of thirty (30) days with basic straight time pay.

- e. 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 8.0d. 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.

Section 8.1 Work on Vacation Any employee who is called in to work while on vacation shall be paid a minimum sum equal to five (5) hours pay at time and one-half (1½) in addition to vacation pay for each day on which he/she is called in to work.

Section 8.2 In the event a holiday occurs while an employee is on vacation, an additional day shall be added to his/her vacation or the employee may elect to take it at a later date.

Section 8.3 Consistent with the City of Groton Department of Utilities' service obligation, vacations will be scheduled to meet and suit the convenience of employees whenever possible.

Section 8.4 Employees will be granted preference in selecting vacation period in descending order of department seniority on a section basis. The taking of all earned vacation, up to a maximum of four (4) weeks at one time is possible if management agrees.

Section 8.5 Preference for selection will be granted for all employees as follows:

- a. For all first and second week vacation periods;
- b. For all third week vacations;
- c. For all fourth week vacations;
- d. For any vacation periods in excess of the fourth week vacation;
- e. For any additional vacation days granted because of recognized holidays falling within a vacation period.

Section 8.6 Employees are granted vacation time on a yearly basis. In the event that operational commitments dictate the need for additional employees at work, vacation will be granted based on seniority.

Section 8.7 Employees are required to notify their immediate supervisor in writing one week in advance of scheduled vacation.

Section 8.8 For the purpose of scheduled vacations, vacation time shall be understood to mean one (1) week or more. Single day vacation may occur outside of those scheduled.

Section 8.9 Payment of scheduled vacation time off will be made on the pay day previous to starting the vacation if all provisions of 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.

Section 8.10 All vacations must be completed within the calendar year and cannot be accumulated or carried over into subsequent years except under the following circumstances.

- a. 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 work 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.
- b. 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 because of unusual and extenuating personal reasons. Such request shall be submitted on or before October 15th of the current calendar year to the Director of Utilities, excluding requests to carryover vacation not taken due to Workers' Compensation leave, which may be submitted prior to December 31st. The granting of all such requests, in whole or in part, shall be at the discretion of the Director of Utilities.
- c. If an employee is denied carryover of his/her vacation leave not taken due to being on Workers' Compensation leave, that employee shall be paid for up to ten (10) days of unused vacation leave.
- d. All vacation time accumulated under the provisions of the preceding subparagraphs shall be taken in the next calendar year as soon after January 1st as practicable.

Section 8.11

- (1) Employees who terminate employment, other than for just cause, retirement or death, will be paid on a pro rata basis from January 1st for vacation time earned. Retiring (pursuant to the pension Plan) 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.

Section 8.12 Vacation leave may be taken in one (1) hour increments.

ARTICLE 9 - BEREAVEMENT LEAVE

Section 9.0

- a. In case of the death of a spouse, child, parent, step-parent, step-child, or domestic partner, an employee shall be entitled to five (5) work days off without loss of pay to attend the service or attend to matters concerning the deceased.
- b. In case of the death of a mother-in-law, father-in-law, sister, brother, grandchild, grandparents, or any relative living under the same roof as the employee, the employee shall be entitled to not less than three (3) work days off without loss of pay.
- c. In case of all other deceased relatives, provided the employee attends a service, he/she shall be entitled to one (1) day off without loss of pay.
- d. In the case of any of the individuals listed in subsections a. or b. above, where circumstances require travel of over 250 miles one way, the employee shall be entitled to no more than two (2) additional days off without loss of pay.

ARTICLE 10 – SICK LEAVE

Section 10.0 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. If an employee's absence due to a medical/dental appointment is no longer than six (6) hours, the employee remains available for overtime call out.
- 3) Illness of a member of the employee's immediate family, residing in the employee's home that requires the attention of the employee. Use of sick leave for this reason shall not make an employee unavailable for overtime call out.

Section 10.1 Any employee exhausting his/her reserve of sick, vacation and FMLA time due to any extended illness may make application to the Department Head for additional paid or unpaid sick leave. Nothing herein shall compel the Department Head to approve any request for additional paid or unpaid sick leave.

Section 10.2 Employees retiring from municipal service under the normal retirement provisions of the City' 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.

Section 10.3 To be eligible for sick leave with pay, employees shall: (a) report to the Department Head (unless directed otherwise) 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.

Section 10.4 Unauthorized use of or abuse of sick leave or false sick leave claims shall be the basis for disciplinary action, including termination.

Section 10.5 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. The payment will be made by the third payday in January.

Section 10.6 Year 2001 Conversion Program from Existing Accumulations to the New Policy of 1,000 Hours. Accumulations in excess of 1,000 hours will be paid at the rate of one-third of the hours not taken of accumulated sick time.

ARTICLE 11 – DISABILITY

Section 11.0

- 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 Workers' Compensation until he/she has recovered from such injury and is able to return to work, or for a period not to exceed fifteen (15) months, whichever event comes first.
- b. The Employer may require an employee receiving payment under the Worker's Compensation Act to submit to the City written medical reports from the employee's doctor(s) at least once a month, and more often upon request, to certify that he/she is still injured or disabled, and is not capable of returning to his/her job with the City and that said employee has not reached the point of maximum recovery. Failure of the employee to provide said report will relieve the City of its obligation to make up the aforesaid difference in the employee's normal forty (40) hours pay less Workers' Compensation as specified in Section 11.0 above.

Section 11.1 It is agreed that in the event a regular employee becomes physically incapable of performing his/her regular duties on account of an injury sustained in the course of his/her employment but is able to work, then he/she shall be given a job assignment within his/her capacity, and a special basic rate of pay shall be established as follows:

- a. For an employee with more than twenty (20) years of Continuous Service, there shall be no reduction of pay even though he/she is able to perform only duties of a lower job classification.
- b. For an employee with less than twenty (20) years of Continuous Service at the time of the assignment, the special basic rate will be determined by multiplying the difference between

his/her basic rate immediately preceding reassignment and the maximum basic rate for the lower job classification to which he/she is reassigned by the product of five percent (5%) times his/her years of Continuous Service and adding the amount so obtained to the maximum basic rate of the lower rated job classification.

Section 11.2 The Employer shall provide an employee who is temporarily disabled due to a work related injury, work which is suitable to his/her capacity and is reasonably related to his/her job classification provided such work is available. Further any current non-bargaining unit work performed by said employee shall not be construed as bargaining unit work.

Section 11.3 A regular employee having ten (10) or more years of Continuous Service and who is incapable of performing the duties of his/her job classification because of a disability or infirmity arising from natural causes, but is able to work, may be given a job assignment within his/her capacity and a special basic rate of pay shall be established.

Section 11.4 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 classification.

ARTICLE 12 - PERSONAL LEAVE

Section 12.0 Employees shall be entitled to three (3) personal days per year without loss of pay, provided the employee provides notice of at least one (1) hour prior to the start of their shift, and provided further that the personal days may be taken in increments of not less than one (1) hour. The personal days must be taken within the calendar year and are not cumulative.

Section 12.1 Time Off Without Pay. Notwithstanding any past practice or agreement, an employee shall not be granted time off without pay unless the employee submits a written request in advance to the Director of Utilities. The granting of said request 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. For employees granted time off without pay under this provision, transportation from the job site is the sole responsibility of the employee, and the Department is not obliged to furnish such transportation.

ARTICLE 13 - MILITARY LEAVE

Section 13.0

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

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.

- 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, with the understanding that the temporary or part-time help will be displaced upon the return of the employee from military service.

Whenever possible, however, 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 13.1 Any employee who is required to report for active duty training with the National Guard or an Armed Service Reserve Unit shall be granted the required time off to report for such duty. The employer will reimburse the employee for the difference between his/her normal pay and the amount of military pay received by him/her, up to ten (10) working days.

Section 13.2 The Employer may use temporary or part-time help beyond the limits of Article 2, Section 2.6, to fill the vacancy created by 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, it being understood that, whenever possible, qualified members of the bargaining unit will be used to fill the vacancy with the understanding that they will revert to their original classification upon the return of the employee from military service.

ARTICLE 14 - JURY DUTY

Section 14.0. 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, 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.

Section 14.1 To be eligible to receive this difference, an employee must notify the Employer within two (2) working days after receipt of notice to report for jury duty and must furnish to the

Employer a statement or record from the appropriate public official, showing the date and time served and the amount of pay received for same. "Regular scheduled work shift" as used in this Article constitutes a maximum of eight (8) hours per day and forty (40) hours per week.

ARTICLE 15 - UNION LEAVE

Section 15.0 Two (2) Union Officers, as designated by the Union, shall each be allowed up to five (5) days leave annually without loss of pay to attend Union conferences, seminars and/or legislative sessions, etc., provided staffing needs are met.

Section 15.1 Three (3) Officers and/or members of the Union shall be allowed the necessary time off without loss of pay for the purposes of contract negotiations providing such negotiations take place at a time when the employees are scheduled for work.

Section 15.2 Two (2) Union Officers or Stewards shall be allowed the necessary time off, without loss of pay, for the purpose of processing and resolving grievances. Two (2) officers shall be allowed time off, without loss of pay, to appear at arbitrations and hearing, along with the aggrieved Union member(s) and any Union members to testify.

Section 15.3 The Union shall be allowed to hold Union meetings with its members on property of the Groton Utilities or any of its subsidiaries. The Union shall have the right to use internal communication devices or systems for the purpose of communicating with its membership.

ARTICLE 16 – HOLIDAYS

Section 16.0 The Employer and the Union hereby recognize for the purpose of this Agreement the following paid holidays:

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

Section 16.1

- a. Whenever any such holiday occurs on Saturday, it will be celebrated on the Friday before.
- b. Whenever any such holiday occurs on Sunday, it will be celebrated the following Monday.
- c. 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 (2 ½) straight time rates will be paid for time worked outside his/her normally scheduled work hours.

ARTICLE 17 - WAGES - CLASSIFICATIONS - JOB ASSIGNMENTS

Section 17.0 Job Classification and Hourly Rates 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. 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:

- a. Each employee covered by this Agreement shall receive effective and retroactive to July 1, 2023 the general wage increases provided in Appendix A – Salary Plan.
- b. Each employee covered by this Agreement shall receive for the period July 1, 2024 – June 30, 2025, a two and three quarters percent (2.75%) general wage increase.
- c. Each employee covered by this Agreement shall receive for the period July 1, 2025 – June 30, 2026, a two and three quarters percent (2.75%) general wage increase.
- d. All employees shall be paid through direct deposit effective January 1, 2015.
- e. Upon the agreement of all other bargaining units to institute bi-weekly pay, the City shall have the right, with at least one hundred and twenty (120) days' notice, to implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation.

Section 17.1 Job Classification Review Periods

- a. It is further agreed that the job classification of each employee shall be subject to review within the respective periods which are also shown on Appendix A, attached to and hereby made a part of this Agreement. Notwithstanding the foregoing, it is mutually agreed that supervisors shall rate employees in accordance with section 18.2 with the exception of Apprentice Workers, on an annual basis on their anniversary date.

All employees will be reviewed on a yearly (12 months) basis. This evaluation shall be on the employee's anniversary date or 1 year (12 months) months after a promotion/ pay increase. Management shall reserve the right to progress or promote any employee at any time during the year. Apprentice Workers may be evaluated throughout the step progression. In the event that there is no promotion/no increase the review will revert back to the employee's anniversary date.

- b. It is also agreed that the employee's step elevation increase in wages will be effective on his/her review date if the employee's merit rating constitutes a step increase. For the purpose of this Section of this Article, the term "review date" shall mean the day the employee is eligible for either a salary increase or his/her performance evaluation.
- c. It is also agreed that management will immediately forward to the business agent of this Union a copy of the recommendation to increase or hold said employee's elevation.

d. It is further agreed that the employee will progress through his/her step elevation and review periods as long as he/she is qualified to perform the work in the next higher step. The employees in the following classifications will advance from the minimum-learner to the maximum-senior classification if the employee's merit rating is satisfactory for the following positions:

- 1) Apprentice Lineperson 1-4, Journeyperson Lineperson B and A
(Leader and Chief shall be interviewed positions)
- 2) Apprentice Substation Electrician 1-4, Journeyperson Substation Electrician (Leader and Chief shall be interviewed positions)
- 3) Apprentice Test person 1-4, Journeyperson Test B and A
(Leader and Chief shall be interviewed positions)
- 4) Junior Stockperson 1-2, Stockperson 1-2, Senior Stockperson
- 5) Technical Aide 1-3, Senior Technical Aide, Engineering Aide 1-2, and Senior Engineering Aide.
- 6) Apprentice Meter person 1-3, Journeyperson Meter person 1-2, Senior Meter Person.

The employer shall reserve the right to hold interviews for Leader and Chief Positions. These positions shall only be filled by a need within the company. The pool of candidates shall only be produced from within the bargaining unit. There shall be no minimum or maximum for staffing levels Leaders and Chiefs. The company shall not have a need or utilize acting positions for both leader or chief for longer than 180 continuous day without creating a permit position.

Section 17.2 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. If an employee has been made Acting Leader or Acting Chief and thereafter his/her promotion becomes permanent, the Employer agrees that the time he/she has worked as acting leader or chief will be counted in the computation of his/her ninety (90) day probationary period. All time as Acting Leader or Chief will count towards time needed for a pay increase, if applicable.
- c. An employee who is temporarily assigned to perform work normally performed by a Chief/Leader for four (4) or more hours in one (1) day, shall be paid the rate of pay for that classification to which he/she is assigned.
- d. An employee who is temporarily assigned to perform work normally performed by an engineer for four (4) or more hours in one (1) day shall be paid an additional one dollar (\$1.00) per hour.

- e. An employee who temporarily assigned to perform work normally performed by a supervisor on account of the absence from work of a supervisor will be paid a ten percent (10%) differential over his/her normal rate of pay, not to exceed the highest rate of pay for that classification to which he/she is assigned, for all hours so assigned on any day, provided that the assignment is for four (4) or more consecutive hours on that day. A member of the bargaining unit that is assigned as Acting Supervisor shall not have the right to discipline. They may not have the right to solely produce a performance review.
- f. An employee assigned to direct workforces normally directed by a Supervisor, for one week or more, will remain in this status from Monday at 12:01 a.m. to the following Sunday at 12:00 midnight. Any overtime worked during this period will be paid for on the basis of the actual hours worked. Bargaining unit workers upgraded to Supervisor for the day will remain in that capacity until the next work day, except on Friday when the assignment will terminate at the end of the day.
- g. When an employee who is acting as a supervisor is required to work as a call person or to perform other emergency work which is normally performed by hourly paid personnel, outside of normal work hours on other than normal work days, the employee shall revert to regular status, and be paid at his/her regular hourly rate at applicable rates.

Section 17.3 Shift Premium

- a. Employees assigned to classifications requiring work on the evening and night shifts shall receive, in addition to their rate of pay, a premium of seven percent (7%) per hour for time worked on the second (evening) shift and on the third (night) shift.
- b. The schedules of normal work coverage for employees who are assigned to rotating shifts or special schedules are made to meet the continuous nature of the utilities operation. It is the purpose of the Employer to arrange such schedules to conform with the wishes of the employees involved, provided that the shifts are adequately covered without unnecessary overtime payments.
- c. Upon request from rotating shift or special schedule employees, the Employer may, at its discretion with respect to extended hours of work and the number of simultaneous requests or extended period of exchange, permit such employees to exchange their scheduled hours of normal work coverage within a work week provided the shifts are adequately covered without involving payment of overtime or upgraded rates.

Section 17.4 Inclement Weather

- a. Excluding work of an emergency nature no outside work shall be performed where employees will be exposed to extremes of weather.

Work of an emergency nature shall include:

- 1) Any work necessary for the protection of life or property, both public and private;

- 2) Any work required to restore electric service to customers;
- 3) Any work required to restore damaged facilities to a safe condition.

b. The extremes of weather are defined as:

- 1) steady precipitation;
- 2) temperatures of ten degrees Fahrenheit (10°F) or below;
- 3) wind chills of ten degrees Fahrenheit (10°F) or below; or
- 4) temperatures or heat index of ninety degrees Fahrenheit (90°F) or above.
- 5) Wind conditions of sustained wind above thirty-five (35) mph and/or wind gusts of over forty-five (45) mph.

The temperatures indicated above shall be based on National Weather Service temperature for the local area.

Work stoppage due to weather extremes, as defined above, may be initiated by the leader of the work crew, subject to approval by Management.

- c. No employee shall suffer a loss of pay due to his/her inability to work during extremes of weather. Inside jobs that may be assigned during a weather-related work stoppage include tool and vehicle maintenance, indoor facility clean up, visually patrolling circuits in vehicles, and other reasonable tasks, including training.
- d. 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.
- e. Consideration will be given by the section supervisor to prevailing and forecasted weather conditions when scheduling any outside work.

ARTICLE 18 – PERFORMANCE EVALUATIONS

Section 18.0 Rating Interval and Purpose. It is agreed that within thirty (30) days pre/post of an employee's anniversary date, supervisors will rate the employee for the purpose of evaluating the employee's performance. For employees whose step progression is less than twelve months, evaluations will be conducted as needed in accordance with the progression schedule; these evaluations will be completed within fifteen (15) days pre/post of an employee's scheduled step progression.

Section 18.1 Performance Evaluation Report and Classification. Performance evaluation reports shall be an important basis for reclassification (promotion, demotion, transfer). Reclassification shall be based on the employee's ability or skill and successful performance in a previous job. Performance evaluation reports shall be the record of the employee's past performance.

Section 18.2 Performance Evaluation Report Factors. The factors to be used for Performance evaluation process merit rating purposes will be found in Appendix B (Performance Evaluation Reports) attached hereto and made a part of this Agreement. Additional factors selected by management may be added as needed. Supervisors shall personally review and discuss performance individually with all assigned employees. 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.

An employee may contest their performance evaluation within ten (10) working days. The affected employee will write a rebuttal letter, and a meeting with their direct supervisor shall be arranged to discuss the issues.

ARTICLE 19 - INSURANCE - PENSION

Section 19.0 Insurance. Unless otherwise specified, the City shall provide the following insurance, or comparable to the employee and his/her dependents at no cost to the employee.

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. The City of Groton Dental Plan is located at Appendix E.

c. Medical Insurance Coverage

1) All employees shall be covered by the City of Groton Plan (hereinafter "Plan") (See Appendix F, 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). The primary plan design under the City of Groton Plan is the PPO plan. Effective July 1, 2020, the primary plan design will be the High Deductible Health Plan (HDHP) with a \$2,000/\$4,000 deductible, with a Health Savings Account (HSA) to fund the deductible. Effective July 1, 2023, the City will contribute fifty percent (50%) towards the deductible. The City shall make its contribution in July.

- 2) The City may offer one alternate PPO plan as an option to the primary HDHP plan described in Section 19.0 c. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate, optional plan.
- 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. 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 19.1 Waiver of Coverage

- a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined in Section 19.0 above 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.
- b. Where a change in an employee's status prompts the employee to resume City-provided insurance coverage, the written waiver may, upon written notice to the City, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Department not later than October 1st, to be effective on January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the City with proof of alternative insurance coverage. A waiver of insurance letter with proof of medical insurance will be provided to the Human Resources for processing. The original letter will be placed in the employee's personnel file with a copy to the Finance Department. 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.

- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 19.2 Insurance Cost Share

HDHP

Effective July 1, 2023, the City will be authorized to deduct from an employee's pay eleven and one-half percent (11.5%) of the annual cost of medical and prescription insurance coverage. Effective July 1, 2024, the City will be authorized to deduct from an employee's pay twelve and one-half percent (12.5%) of the annual cost of said medical and prescription insurance coverage. Effective July 1, 2025, the City will be authorized to deduct from an employee's pay thirteen percent (13.0%) of the annual cost of said medical and prescription insurance coverage. The City will be authorized to make these deductions from an employee's pay.

Alternate PPO Plan

For the alternate PPO Plan, the employees will pay twenty-one percent (21%) of the cost of medical and prescription insurance coverage effective July 1, 2023. Effective July 1, 2024, the employees will pay twenty-two percent (22.0%) of the cost of medical and prescription insurance coverage. Effective July 1, 2025, the employees will pay twenty-two and one-half percent (22.5%) of the cost of medical and prescription insurance coverage.

Section 19.3 Pension and Retiree Health

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 C, attached hereto and made a part hereof.

- a. 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, and may purchase insurance for their spouse at the single allocated rate with no contribution by the City to the spouse's deductible, for an employee who retires at age sixty (60) or later under the normal retirement provisions 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. City will continue to fund its portion of the deductible into the retirees' HSA/HRA until age 65 or Medicare age eligibility in the same amount paid to the current bargaining unit members.
- b. Any employee hired on or after July 1, 2019, who retires from the City under the normal retirement pension plan provisions from the City shall be permitted as his/her own expense to

purchase health and prescription insurance through the City for retirees and their spouse at the single allocated rate with no City contribution to the spouse's deductible, 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.

- c. Retiree Life Insurance. Employees who retire on or after the execution of this Agreement or as soon thereafter as practicable, shall receive a group life insurance policy of fifteen thousand dollars (\$15,000.00) at no cost to the employee.

ARTICLE 20 - MEMORANDA OF UNDERSTANDING

Section 20.0 Memoranda of Understanding

It is agreed that all memoranda of understanding heretofore agreed to by the Employer and the Union are null and void, unless the same have been incorporated in this Agreement. Further, all memoranda of understanding hereafter entered into by the duly authorized representative of the Employer and of the Union shall form a part of this Agreement as though fully set forth herein.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 21.0 A grievance is defined as any complaint pertaining to the specific provisions of this Agreement including discipline and discharge and may be made in writing by an employee or the Union with a request for action and decision.

Section 21.1 How Presented and Processed

- a. Step One. Within ten (10) working days of the alleged occurrence, the Union shall submit such a grievance in writing to the immediate supervisor, or its alleged occurrence shall be considered void. Said grievance shall state the nature and facts giving rise to such grievance, the section(s) of the Agreement involved, and the specific remedy sought. A Step 1 meeting including the Union President and/or steward, immediate supervisor, Human Resources Director, and General Manager, Electric Division or Water Division will be scheduled within five (5) working days after the immediate supervisor receives such grievance.

Within five (5) working days from the Step 1 meeting, the General Manager, Electric Division shall file a written answer to the grievance. If the General Manager, Electric Division or Water Division does not render a decision in writing within the aforesated period, the grievance shall be deemed by both parties to have been denied by the General Manager, Electric Division or Water Division.

If such grievance is not resolved to the satisfaction of the Union, the Union may proceed to Step 2 of this procedure within five (5) working days of the written decision or automatic denial of the General Manager, Electric Division or Water Division.

- b. Step Two. If the grievance is not resolved to the satisfaction of the Union at Step 1, the Union may submit the grievance to the Director of Utilities within five (5) working days of the written decision of the General Manager, Electric Division or Water Division or automatic denial. A Step 2 meeting including the Union President and/or steward, Human Resources Director, General Manager, Electric Division or Water Division and Director of Utilities will be scheduled within ten (10) working days from the submission of the grievance to Step 2.

Within five (5) working days from the Step 2 meeting, the Director of Utilities shall file a written answer to the grievance. If the Director of Utilities does not render a decision in writing within the aforesaid period, the grievance shall be deemed by both parties to have been denied by the Director of Utilities. If such grievance is not resolved to the satisfaction of the Union, the Union may submit the grievance to arbitration, pursuant to Section 21.2.

Section 21.2 Arbitration

- a. Within fifteen (15) working days of the written decision or automatic denial of the Director of Utilities, the Union may submit an unresolved grievance to arbitration as set forth in 21.2 b.
- b. Only the Union (and not any individual employee or group of employees) may process the grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration with a copy to the other party. Either the Union or the Employer shall have the option of submitting and/or transferring a grievance for arbitration to the American Arbitration Association. Any party electing such option shall pay all costs associated with the submission or transfer.
- c. 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 jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Employer.

Section 21.3 The Union reserves the right to have a staff representative from Council #4 enter, appear and/or represent the Union or employee at any step of the grievance or arbitration provisions of this Agreement and the City reserves the right to have a representative enter, appear and/or represent the City at any step of the grievance or arbitration provisions of this Agreement.

Section 21.4 Mediation. The mediation services of the Connecticut 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.

ARTICLE 22 - SAFETY CONDITIONS

Section 22.0 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 22.1 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 22.2 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 acknowledgment receipt.

Section 22.3 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 22.4 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 22.5 The Employer agrees to furnish protective equipment such as safety belts, climbers, rubber goods, goggles and welder's equipment; and where required on special jobs, the Employer will furnish for use of the employees on the job, boots, coveralls, raincoats, hats and other protective items in accordance with present custom.

Section 22.6 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 22.7 Both parties agree that safety is a joint responsibility of supervisors and employees. The primary function of a supervisor or leader is to direct work in a safe manner at all times. Supervisors will endeavor to see that employees observe necessary safety precautions to protect against exposure to danger when working aloft on live wires or in other situations of potential hazard and will direct operations in such a manner that safety precautions are observed.

Section 22.8 Except in an emergency situation, it shall be standard practice during the night time hours to assign four (4) suitable, qualified line personnel to install and remove pole mounted distribution transformers and to replace poles.

ARTICLE 23 - NO STRIKE - NO LOCKOUT

Section 23.0 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 department operations. All grievances arising under this Agreement shall be

settled in the manner provided for in Article 21, subject to provisions of Public Act No. 159.

ARTICLE 24 - THE FUNCTIONS OF MANAGEMENT

Section 24.0 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 determination and interpretation of job descriptions; the institution of technological changes; the assignment of duties and work assignments; the assignment to duty stations; the scheduling and assigning of leaves; the scheduling and enforcement of working hours and work breaks; the establishment and change of schedules and shifts; 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, 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.

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 24.1 The Employer agrees to provide each of the employees within the bargaining unit a copy of this Agreement within thirty (30) days after the date of signing.

Section 24.2 New employees shall be provided a copy of this Agreement on their first day of employment.

ARTICLE 25 - MISCELLANEOUS

Section 25.0 Flame Retardant Clothing/Uniform Clothing

- a. i. Linespersons, Substation Electricians, Meter Persons, Test Persons, and Electricians, will be allotted two thousand five hundred dollars (\$2,500.00) for flame retardant

clothing, upon their first year of employment; these same classifications of employees not in their first year of employment will be allotted annually one thousand seven hundred fifty dollars (\$1,750.00) for flame retardant clothing. If clothing is damaged/worn such that it should be removed from service, the City will replace it.

- ii. Project Managers – Electric and Water, and Stockmen, will be allotted one thousand dollars (\$1,000.00) for flame retardant clothing upon their first year of employment; these same classifications of employees not in their first year of employment will be allotted annually six hundred dollars (\$600.00) for flame retardant clothing and/or uniform clothing, as appropriate. If clothing is damaged/worn such that it should be removed from service, the City will replace it.
- b. Work Boots. For employees who are required to wear work boots, the City shall pay on an annual basis one hundred percent (100%) of the cost but not to exceed two hundred fifty dollars (\$250.00). Each employee will be allowed to use this allowance two (2) times per year. If the work boots are damaged/worn such that they should be removed from service, the City will provide an additional boot allowance for their replacement.
 - c. Safety Glasses. Employees who require prescription safety glasses will be reimbursed once every other year the full cost of frames and lens and/or replacement lenses, as needed, up to five hundred dollars (\$500.00). This in no way precludes the City from its obligation to provide non-prescription safety glasses. If prescription glasses are damaged such that they are unwearable or should be removed from service, the City will provide an additional allowance for their replacement.

ARTICLE 26 - SUBSTANCE ABUSE POLICY

Section 26.1 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 26.2 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 26.3 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 3(d) 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 26.4 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 26.5 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 26.6 Illegal Drugs

- a. The use of an illegal drug or controlled substance without a prescription 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 without a prescription by an employee on duty, to another person is cause for suspension and/or termination, and/or for referral to law enforcement authorities.

Section 26.7 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. 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.
- 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 26.8 Random Testing

The Employer agrees not to conduct random drug testing unless the same is permissible by law.

Section 26.9 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 26.10 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 27 - MUTUAL ASSISTANCE

Section 27.0

- a. Whenever employees are assigned to work on other utilities' properties under the mutual assistance program, one and one half regular hourly rate will be paid for the first sixteen (16) hours, including travel time from GU Operations, unless a higher rate is applicable such as a Sunday or holiday. All work after sixteen (16) hours will be paid at twice the regular hourly rate except for time spent sleeping which will be paid at straight time if not released at the end of the shift. Time spent sleeping away from the employee's home will count as continued time and once back on duty will be paid at twice the regular hourly rate.
- b. The City will make requests for Mutual Aid assignments in accordance with Appendix H.
- c. The call person will not be dispatched for Mutual Aid unless he/she can find a qualified replacement to take that responsibility within two (2) hours of being notified.
- d. After four (4) days of mutual assistance, new crews will be asked to replace existing crews.

ARTICLE 28 – DURATION

Section 28.0

- a. This Agreement shall become effective on the date of execution by the parties, and shall remain in effect through June 30, 2026, and from year to year thereafter unless either party notifies the other not earlier than 180 days and not less than 120 days prior to the expiration date herein that it wishes to amend, modify or change this Agreement in any manner.
- b. Notwithstanding Section 28.0(a) above, it is mutually understood and agreed, that unless otherwise indicated, the effective date of any provision contained in this Agreement shall be the execution date of said Agreement, or as soon thereafter as possible or practicable.

Section 28.1 Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes.

Section 28.2 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 cba and remain in effect upon the adoption of this agreement.

Section 28.3 This Agreement shall remain in full force and effect during such negotiations as may be provided for in State Statutes.

SIGNATURE PAGE

IN WITNESS THERE, the parties set their hands this 5th day of October 2023.

FOR THE CITY OF GROTON


WITNESS


KEITH HEDRICK, MAYOR

FOR THE UNION


WITNESS


JEREMY DOUCETTE, PRESIDENT
LOCAL 1303-007

GARY BROCHU, STAFF REPRESENTATIVE
COUNCIL 4, AFSCME, AFL-CIO

APPENDIX A – SALARY PLAN

TITLE	CURRENT	7/1/2023	7/1/2024	7/1/2025
		0.00%	2.75%	2.75%
Apprentice				
Apprentice 1 (Start)	\$29.69	\$31.69	\$32.56	\$33.46
Apprentice 2 (12 mos)	\$35.83	\$38.83	\$39.90	\$41.00
Apprentice 3 (24 mos)	\$40.36	\$44.36	\$45.58	\$46.83
Apprentice 4 (36 mos)	\$42.90	\$46.90	\$48.19	\$49.51
Journeyman				
Class B	\$47.55	\$53.05	\$54.51	\$56.01
Class A	\$48.85	\$54.85	\$56.36	\$57.91
Leader	\$52.02	\$58.52	\$60.13	\$61.78
Crew Chief	\$54.62	\$61.62	\$63.31	\$65.06

METER DEPT				
TITLE	CURRENT	7/1/2023	7/1/2024	7/1/2025
		2.75%	2.75%	2.75%
Apprentice				
Apprentice 1	\$29.36	\$30.17	\$31.00	\$31.85
Apprentice 2	\$34.24	\$35.18	\$36.15	\$37.14
Apprentice 3	\$37.86	\$38.90	\$39.97	\$41.07
Journeyman				
Journeyman 1	\$43.95	\$45.16	\$46.40	\$47.68
Journeyman 2	\$46.39	\$47.67	\$48.98	\$50.32
Senior	\$48.85	\$50.19	\$51.57	\$52.99

PROJECT MANAGEMENT				
TITLE	CURRENT	7/1/2023	7/1/2024	7/1/2025
		0.00%	2.75%	2.75%
Technician				
Tech Aide 1	\$29.24	\$31.24	\$32.10	\$32.98
Tech Aide 2	\$32.86	\$34.86	\$35.82	\$36.80
Tech Aide 3	\$34.48	\$36.48	\$37.48	\$38.51
Senior Technical Aide	\$41.32	\$43.32	\$44.51	\$45.74
Engineering Aide				
Engineering Aide 1	\$47.55	\$50.05	\$51.43	\$52.84
Engineering Aide 2	\$52.02	\$54.52	\$56.02	\$57.56
Senior Engineering Aide	\$54.62	\$57.12	\$58.69	\$60.30

STOCKPERSON

TITLE	CURRENT	7/1/2023	7/1/2024	7/1/2025
		2.75%	2.75%	2.75%
Junior Stockperson				
Junior Stockperson 1	\$28.88	\$29.67	\$30.49	\$31.33
Junior Stockperson 2	\$32.78	\$33.68	\$34.61	\$35.56
Stockperson				
Stockperson 1	\$37.63	\$38.66	\$39.73	\$40.82
Stockperson 2	\$42.01	\$43.17	\$44.35	\$45.57
Senior	\$45.30	\$46.55	\$47.83	\$49.14

**APPENDIX B - AFSCME 1303-007 PERFORMANCE
REPORT 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.
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APTITUDE is the ability to grasp instructions, to meet changing conditions and to solve novel or problem situations.

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

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

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

Disorderly or untidy.	Some tendency to be careless and untidy.	Ordinarily keeps need work area fairly neat.	Quite conscientious about neatness and cleanliness.	Unusually clean neat, clean and orderly.
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DEPENDABILITY is the ability to do required jobs well with a minimum of supervision.

Requires close supervision; is unreliable.	Sometimes requires prompting.	Usually takes care of necessary tasks and completes with reasonable promptness.	Requires little supervision; is reliable.	Requires minimum of supervision.
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INITIATIVE is the degree to which an individual goes out of their way to get a job done; 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 goals.	Strives hard; has high desire to achieve goals.	Sets high goals and strives incessantly to reach goals.
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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.
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INTERPERSONAL RELATIONS is how an individual works with and assists others.

Does not work with others. Distant and aloof. Blunt and antagonistic.	Sometimes tactless. Works with others after asked. Friendly once known by other. Will join with team when asked.	Warm; friendly, sociable. Agreeable and pleasant. Will sometimes be part of the team.	Very sociable and outgoing. Always polite and willing to help. Will be a part of the team.	Extremely sociable. Inspiring to others. Very polite. Will always be a team player.
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COURTESY is the polite attention an individual gives other people.

Blunt. Discourteous. Antagonistic.	Sometimes tactless.	Agreeable and pleasant.	Always very polite and willing to help.	Inspiring to others in being courteous and very pleasant.
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QUANTITY OF WORK is the amount of work an individual does in a work day.

Does not meet minimum requirements.	Does just enough to get by.	Volume of work is satisfactory.	Very industrious. Does more than is required.	Superior work production record.
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PRESENTATION OF CITY IMAGE is the image the individual projects as a City of Groton employee to the public.

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

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

Please rate the employee on their duties based on the rating key below:

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

Duties	Rating	Comments
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		

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 training.**

Employee: _____ Date: _____

Appraised by: _____ Date: _____
Signature/Title

Recommend Approval: _____ Date: _____
Signature/Title

Recommend Approval: _____ Date: _____
Signature/Title

Approved By: _____ Date: _____
Signature/Title

HR Department

Reviewed by: _____
Initials Date

Final Review: _____
Initials Date

APPENDIX C - RETIREMENT PLAN

**RETIREMENT PLAN
FOR
THE CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 1303-007 OF COUNCIL #4, AFSCME, AFL-CIO

AMENDED AND RESTATED**

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 1303-007 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 1303-007 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 1303-007 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 1303-007 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 - DEFINITIONS

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

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

Section 2.3 “Credit Interest” means the interest on Participant Contributions made from the appropriate Group Annuity Contract at a rate of four percent (4%) per annum (or at such other rate as may be established from time to time by the Employer) compounded annually from January 1, next succeeding the date when such Participant Contributions are made to the first day of the calendar month which coincides with, or next precedes, the date of the Participant's death prior to retirement, termination of employment or his/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 any one 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 ten (10) 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.

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

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

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

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

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

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

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

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

- a. Must have been married to the Participant for at least one (1) year and shall have been living with the Participant as husband and wife if the Participant dies in active employment, or
- b. Must have been married to the Participant for at least one (1) year prior to retirement and shall

have been living with the Participant as husband and wife at the time of death if the Participant dies after retirement, and

- c. Must have been at least fifty percent (50%) dependent upon the Participant for support if the Participant dies in active employment prior to qualifying for Normal or Early Retirement (Participant's income during the last taxable year must be more than one half (1/2) 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 60, as determined by the Retirement Board so as not to be able to be gainfully employed, the death benefit that would otherwise have been paid in accordance with Article VII shall be paid to such spouse as long as such spouse remains incapacitated. A spouse applying for a pension under these circumstances shall be required to submit to examination, at the expense of the Employer, by at least two impartial physicians or psychiatrists selected by the Retirement Board, and such spouse may be required to submit to re-examination no more than once in each 12 month period. Should the results of such examination indicate that such spouse is physically and mentally able to be gainfully employed, the benefits shall cease.

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

ARTICLE III – PARTICIPATION

Section 3.1 Conditions of Participation

- a. Each full-time municipal Employee included in the prior Plan as a Participant as of March 31, 1976, and/or the Prior Group Contract as of such date shall continue to be a Participant from April 1, 1976, and thereafter, provided, however, that such full time municipal Employee continues his/her Participant Contributions as set forth in Section 3.2 below.
- b. Each full-time Employee who was not included in this Plan as a Participant immediately prior to the effective date of this amended and restated Plan, and all full time Employees hired after April 1, 1976 shall be included as a condition of employment, as a Participant on the first day of employment.
- c. Upon meeting the requirements of subparagraph b. above, a full-time municipal Employee must sign such application forms as the Administrator prescribes authorizing the Employer to make payroll deductions of Participant Contributions, as set forth in Section 3.2 below, and furnish such other data as the Employer deems necessary or desirable.

Section 3.2 Participant Contributions

- a. Effective on ratification, each Participant shall make Participant Contributions to this Plan while he/she remains a Participant hereunder in an amount equal to five and eight tenths percent (5.8%) 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 to payroll deductions.
- b. Effective July 1, 2017, the Participant Contribution shall be five and nine and one half tenths percent (5.9%) of annual base salary as outline in Section 3.2(a) above.
- c. Effective July 1, 2018, the Participant Contribution shall be six and one tenth percent (6.0%) of annual base salary as outlined in Section 3.2(a) above.
- d. Effective July 1, 2020, the Participant Contribution shall be six and three tenths percent (6.3%) of annual base salary as outlined in Section 3.2(a) above.
- e. Effective July 1, 2021, the Participant Contribution shall be six and six tenths percent (6.6%) of annual base salary as outlined in Section 3.2(a) above.
- f. Effective July 1, 2022, the Participant Contribution shall be seven percent (7.0%) of annual base salary as outlined in Section 3.2(a) above.
- g. 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. Employees hired on or after July 1, 2016 will be required to contribute to this Plan once he/she obtains his/her maximum normal pension amount as set forth in Appendix C, Article V, Section 5.1.

Section 3.3 Pickup 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 full years and fractions thereof to the nearest full month of Continuous Service with the Employer as a full-time municipal Employee, completed from the date he/she became eligible and elected to participate in the Plan to the date of his/her termination of employment or his/her actual retirement date, subject to a maximum of thirty (30) years.

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

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

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 percent (1.85%) of the Participant's Final Average Earnings multiplied by his/her Credited Service with the Employer as a full-time municipal Employee, subject to a maximum yearly pension of fifty-five percent (55%) of his/her Final Average Earnings. One-twelfth (1/12th) 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, 2001, the Normal Pension shall be a monthly amount equal to two and one-tenth 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 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 two hundred thousand dollars (\$200,000.00) (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.
 - 2) Adjustment to the Maximum Permissible Benefit - Adjustments shall be made to the Maximum Permissible Benefit in accordance with subparagraphs (a), (b) or (c) below:
 - (a) In the event the Participant's Benefit is determined in a form of annuity other than a Life Annuity, an adjustment shall be made to the Maximum Permissible Benefit in order to determine the actuarial equivalent amount of Maximum Permissible Benefit when stated in the form of annuity in which the Participant's Benefit is determined in accordance with Section 5.1 of this Article. The actuarial equivalent amount of benefit will be the lesser of the actuarially adjusted benefit using a 5% interest assumption and the Unisex UP 1984 Mortality Table or the adjusted benefit according to the Plan's actuarial equivalence definition for other than the normal form of annuity.
 - (b) In the event the Participant's Benefit becomes payable prior to the Participant's

attainment of age 60, an adjustment shall be required to the Maximum Permissible Benefit. The Maximum Permissible Benefit payable prior to the Participant's attainment of age 60 shall be adjusted so that it is equivalent to the benefit payable at age 60 using that which results in the lower benefit under (1) or (2) below:

- (1) The reduction factors based on a 5% interest assumption and the Unisex UP 1984 Mortality Table, or
- (2) The Early Retirement Benefit reduction factors or percentages specified in Article V, Section 5.2 above.

In no event will the adjusted benefit be lower than \$75,000 with respect to benefits payable between and including the ages of 55 through 60. With respect to benefits, if any, which become payable prior to the participant's attainment of age 55, the adjusted benefit shall not be lower than the actuarial equivalent of \$75,000 using that which results in the lower benefit under (1) or (2) of subparagraph 5.4i2)(b).

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

- 3) Except as provided in subparagraph 5.4i.4) below, the Maximum Permissible Benefit determined under subparagraphs 5.4i.1) and 5.4i.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.
- 4) Maximum Permissible Benefit Applicable to Participants Who Have Less Than Ten Years of Continuous Service With the Employer - The Maximum Permissible Benefit

applicable to any Participant who has less than ten years of Continuous Service with the Employer shall be equal to the lesser of:

- (a) The product of the 'Maximum Permissible Benefit amount which would otherwise have been applicable in accordance with subparagraphs 1) (a) (1), 1) (b) and 2) of paragraph 5.4i. 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 (1/12th) of this amount will be paid monthly.
- b. In no event shall payments under this Section, together with Primary Social Security Benefits and outside income subject to Social Security Taxes, exceed one hundred percent (100%) of the Participant's Final Average earnings.

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

ARTICLE VII - DEATH BENEFITS

Section 7.1 Service Connected - Upon the death of a Participant who dies during the performance of essential duties pertaining to his/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 OF SERVICE, VESTING

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

Section 8.2 A Participant who has completed at least five (5) years of Continuous Service shall be one hundred percent (100%) fully vested in his/her accrued pension benefit, as determined in accordance with Section 5.1, with benefit payments commencing when the terminated Participant attains his/her sixty (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 all other benefits under this Plan.

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

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

ARTICLE IX - FORM AND PAYMENT OF BENEFITS

Section 9.1 Normal Form of Retirement Benefit. A Pensioner's Retirement Benefit shall

normally be payable in the form of a monthly life annuity, commencing on his/her actual retirement date and ceasing with the last payment due immediately preceding his/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, sixty-six and two thirds percent (66 2/3%) or fifty percent (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 fifty percent (50%) of the value of the Pensioner's total original benefit, both calculated as of the Pensioner's actual retirement date.
- c. The monthly payment to the Contingent Annuitant shall commence on the first day of the month following the month in which the Pensioner dies, if the Contingent Annuitant is then living, and shall continue monthly with the last payment due for the month in which the Contingent Annuitant's death occurs.
- d. If a Contingent Annuitant dies before the Participant's actual retirement date, the normal form of Retirement Benefit will automatically become payable as if a Contingent Annuitant Option had not been elected. If the Contingent Annuitant predeceases the Pensioner after retirement, the pension benefit will "Pop-up" to its original amount before reduction.

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

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

Anything in this Plan to the contrary notwithstanding, the Participant shall not have the right prior to his/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 in this Pension Contract shall not be prior to July 1, 2016. Further, regardless of any other provision of this Plan or any other agreement or past practice, it is understood and agreed that this Pension Contract is hereby incorporated and made part of the existing Collective Bargaining Agreement between the City and the Union with a duration of July 1, 2023 through June 30, 2026, and any and all subsequent negotiations regarding the Pension Plan shall be conducted in accordance with said Collective Bargaining Agreement and the provisions of this Section.

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. The parties agree that unless specifically amended herein that all other terms of the Collective Bargaining Agreement extended to June 30, 2026, shall continue in full force and effect during the term.

SIGNATURE PAGE

IN WITNESS THERE, the parties set their hands this ____ day of ____, 2023.

FOR THE CITY OF GROTON

WITNESS

KEITH HEDRICK, MAYOR

FOR THE UNION

WITNESS

JEREMY DOUCETTE, PRESIDENT
LOCAL 1303-007

GARY BROCHU,
STAFF REPRESENTATIVE
COUNCIL 4, AFSCME, AFL-CIO

APPENDIX D - AUTHORIZATION FOR PAYROLL DEDUCTION

**CONNECTICUT COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO**

**AUTHORIZATION FOR PAYROLL DEDUCTION
(PLEASE PRINT)**

BY: _____
LAST NAME FIRST NAME MIDDLE

STREET ADDRESS CITY, STATE, ZIP CODE

PHONE NUMBER

TO: _____
NAME OF EMPLOYER

Effective _____, I hereby authorize you to deduct from my earnings each week a sufficient amount to provide for the regular payment of the current rate of monthly union dues, and/or service fees as certified by the Union. The amount deducted shall be paid to the Treasurer of Local 1303 of Council #4 of the American Federation of the State, County and Municipal Employees. This authorization shall remain in effect in accordance with the Agreement or until termination of my employment.

SIGNATURE (DO NOT PRINT)

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 F – CITY OF GROTON PLAN DESIGN LOCAL 1303-007

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

Health Saving Account: City of Groton Contribution

50%

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

Dental premiums are not included in the above

Maximum City HSA contribution is 50% of the deductible

APPENDIX G – SICK LEAVE BANK POLICY

In case of an extended illness or injury (beyond ten (10) consecutive days of absence) when an individual 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), and FMLA leave (per Section 10.1 of the AFSCME 1303-007 Contract) he/she will be permitted to draw sick leave from the sick leave bank established by the **City of Groton Utilities Employees Local 1303-007 of Council #4, AFSCME, AFL-CIO (“Union”) and the City of Groton (“City”)**. The days will be voluntarily donated by employees on behalf of those who under extreme circumstances who may need assistance. Individuals who have abused sick leave will not be eligible to withdraw from the Sick Leave Bank. The following guidelines shall apply:

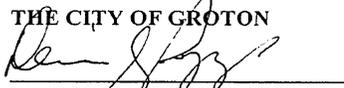
1. Each employee choosing to enroll in the bank may donate up to ten (10) days of his/her accumulated sick leave to the bank on a monthly basis so long as the donating employee has no less than thirty (30) accrued sick days. Once an employee has thirty (30) or less accrued sick days said employee will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

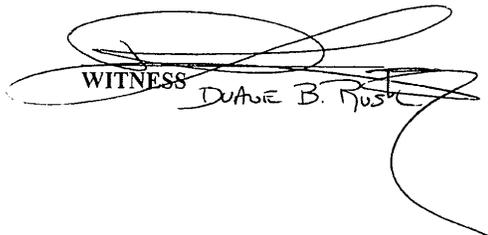
**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF GROTON UTILITIES EMPLOYEES
LOCAL 1303-007 OF COUNCIL #4,
AFSCME, AFL-CIO (UNION) AND
THE CITY OF GROTON (CITY)**

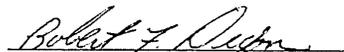
- c. Employees may only receive donations of sick days from the Sick Leave Bank for nine (9) continuous months from the date of application.
- d. An employee is no longer eligible for Sick Leave Bank benefits if he/she is determined to be permanently disabled by the Social Security Administration or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

Dated this 14th day of December, 2007.


WITNESS

THE CITY OF GROTON

MAYOR DENNIS L. POPP


WITNESS
DUANE B. RUST

FOR THE UNION

ROBERT F. DIXON, II
PRESIDENT, LOCAL 1303-007

Date

To: Human Resources Director

Subj: Donation of Sick to the Sick Leave Bank

Ref: (a) MOU dated December 14, 2007

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

to the following (please check one below):

____ Sick Leave Bank

____ To an individual (Specify name)_____.

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

Signature of Employee

cc: Finance Director
Individual donating time

Enclosure (1)

Date

From: _____
(Name of Sick 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 and personal time.
3. I have enclosed documentation from my health care provider as to the reason for this request.
4. I understand that I may only receive donations of sick days from the Sick Leave Bank for nine (9) continuous months from the date of application.
5. I understand that I am no longer eligible for Sick Leave Bank benefits if I am determined to be permanently disabled by social security or the City of Groton Pension Plan.

Employee's Signature

Date

Enclosure (2)

APPENDIX H – MUTUAL AID

Personnel to be dispatched to Mutual Aid will be determined by the overtime list (which shall only be updated on Mondays), and classification as follows:

1. Journeyperson Linepersons including Leaders
 2. Apprentice Linepersons 36 months
 3. Apprentice Linepersons 24 months
 4. Apprentice Linepersons 12 months
 5. Apprentice Linepersons starting
 6. Journeyperson Substation Electricians, Electricians, Testpersons, including leaders
 7. Apprentice Substation Electricians 36 months, Meterperson 48 months
 8. Apprentice Substation Electricians 24 months
 9. Apprentice Substation Electricians 12 months
 10. Apprentice Substation Electricians starting
- A. Linepersons will always be asked first at each rotation. If all requested crews are not filled by Linepersons, the above breakdown of classifications will be followed to fill remaining crews.
- B. The Call Person will be asked to go by the overtime list in accordance with the above breakdown, and also comply with Section 27.0c of the Collective Bargaining Agreement and D of this Appendix.
- C. After the four (4) day rotation, the overtime list will be recalculated and the new crews will again be determined by the lowest on the overtime list starting with fully qualified Linepersons. This may mean that the overtime list will have to be recalculated on a different day in the week other than Monday. Any list created on another day than Monday is only for the use of determining Mutual Aid crews and will not be used for any overtime for the City of Groton. This new list will be given to the union for record purposes.
- D. For the first position to be filled, it will start with the Leader lowest on the overtime list up to the Leader highest on the overtime list. If no Leader goes to the Mutual Aid, then selection will revert back to the overtime list in accordance with the above breakdown. If there are two (2) different calls for Mutual Aid a Leader will be sent to each if available. (This in no way precludes the City from upgrading the most senior Lineperson to Leader on each truck, if no Leader is already on the truck.)
- E. When two (2) crews of two (2) or more are sent on Mutual Aid, another person will be added to the Mutual Aid. If no management goes to the Mutual Aid call, the additional person will be a union member; specifically, the most senior Lineperson will be upgraded to Acting Foreman. This means the Acting Foreman will have a pickup truck and will be paid ten percent (10%) above his/her normal wage as per Section 17.2c. of the Collective Bargaining Agreement. The Acting Foreman will be the sole contact person for all issues that may arise while Mutual Aid is away for the City. If there is no Acting Foreman, the Leader on the truck would be contacted.
- F. If the Substation Electricians are used to fill crews, they will be paired with only Journeyperson Linepersons.

APPENDIX H – MUTUAL AID

- G. In the event no Leader is available for a Mutual Aid crew, the most senior Lineperson assigned to a Line truck will be paid as Leader.
- H. Hours worked by the Mutual Aid crews will be used to calculate or adjust the overtime list for the employees who were offered and refused and the employees who worked the Mutual Aid call (exclusive of the Call Person, who cannot be released).
- I. This Appendix maybe reevaluated and amended as necessary if both parties agree in writing.