

**AGREEMENT**

**BETWEEN**

**TOWN OF TOLLAND**

**AND**

**TOWN HALL EMPLOYEES**

**CSEA, SEIU, LOCAL 2001**

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

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## **APPLICATION OF AGREEMENT**

This Agreement is made and entered into between the Town of Tolland, Connecticut (hereinafter referred to as the “Town”), and CSEA, SEIU, Local 2001 (hereinafter referred to as the “Union”).

This Agreement shall apply to all full-time and part-time employees of the Town of Tolland as described on the Certification of Representative (Case No. ME-16787, Decision No. 3266 dated January 6, 1995) excluding elected officials, town manager, supervisors, and the department heads as defined by the Act, two secretaries in the town manager’s office, building and grounds employees, uniformed police and fire employees and those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations and all other excluded by the Act.

## **ARTICLE 1**

### **RECOGNITION**

SECTION 1. CSEA, SEIU, Local 2001 is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

SECTION 2. The term “Employer” shall mean the Town of Tolland, Connecticut, a municipal employer.

SECTION 3. The term “Union” shall mean Local 760, CSEA, SEIU, Local 2001.

SECTION 4. The terms “Contract” and “Agreement” shall mean this complete agreement and its specific terms.

SECTION 5. The term “date of hire” shall mean the day an employee begins working for the Employer.

SECTION 6. The term “full-time” employee shall mean those persons employed by the Town at least thirty-five (35) hours per week.

SECTION 7. The term “part-time” employee shall mean those persons employed by the Town for less than thirty-five (35) hours per week and at least twenty-five (25) hours per week.

SECTION 8. The term “limited employees” shall mean any individual who works less than twenty-five (25) hours per week.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Unless expressly and specifically relinquished, abridged or limited by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any charter, general or special statute, ordinance, regulations, agreements regarding reorganization, or other lawful provisions, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to the following:

- a. to determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town;
- b. to establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures;
- c. to determine the standards of services to be offered by Town employees;

- d. to determine the standards of selection for Town employment and to select and determine the number and types of employees required to perform operations and services;
- e. to employ, direct, discipline, transfer, reassign, demote, promote, lay off, terminate or relieve its employees from duty because of lack of work or for other legitimate reasons when it shall be in the best interests of the Town;
- f. to issue and enforce reasonable work rules, regulations, procedures and policies, in accordance with the requirements of the Town, to enforce them, and from time to time, in its discretion, change or abolish them, provided that such policies, rules and regulations are made known in a reasonable manner to the employees affected by them;
- g. to maintain the efficiency of governmental operations and services;
- h. to exercise control and discretion over its organization and technology of performing its work;
- i. to fulfill all of its legal responsibilities whether exercised or not;
- j. to create job specifications and revise existing job specifications, subject to the Union's right to express its opinion on new or revised job specifications prior to the effective date of such new or revised specification;
- k. to determine the content of job classifications, work schedules of employees, methods, means and manner of operations, and ensure that incidental duties connected with departmental operations shall be performed by employees;
- l. to determine the methods, means and personnel by which the Town's operations are to be conducted; and

- m. to determine, establish, contract and/or subcontract municipal operations and services, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members.

### **ARTICLE 3**

#### **UNION SECURITY**

SECTION 1. All members of the bargaining unit may either become and remain members of the Union or may elect not to do so.

SECTION 2. Upon receipt of a copy of the signed written authorization of an employee, the Town shall deduct from the employee's wages Union dues and initiation fees.

SECTION 3. The total amount deducted each month in accordance with the provisions of this Article shall be remitted to the Union by the Town, together with a list to be furnished to the Union of the employees from whose wages such deductions are made, provided the Town receives the Union's list of employees in a timely fashion to permit review and submission for automatic payroll deduction, to such individual and at such addresses as shall be specified by the Union. Such remittance shall be made by the last day of the month in which deductions are made. The Town will provide the Union with the following information each month, provided the Town has such information and employees have not objected to the disclosure of it: name of bargaining unit employee; date of hire; scheduled bi-weekly hours; dues paid; job title; home address; home phone; cell phone; and email address.

SECTION 4. The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the persons authorized to receive such amounts from the Town.

SECTION 5. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as a result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

SECTION 1. A grievance shall be defined as a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been misinterpreted or misapplied.

SECTION 2. Any grievance not taken to a higher step in the grievance procedure in accordance with the time limitations below shall be deemed settled on the basis of the last decision rendered by the Town's representative and shall not be subject to further processing. However, any of those time limits, except for the initial filing period may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

SECTION 3. "Days" shall mean working days.

SECTION 4. Procedure:

Step One: Within ten (10) days of the occurrence which gives rise to the grievance, the employee must present the written statement of the grievance to his/her department head setting forth the specific section(s) of the Agreement alleged to have been misinterpreted or misapplied and the remedy requested. Within ten (10) days after the

department head receives such grievance, he/she or his/her designated representative shall give the employee his/her answer in writing.

Step Two: If the employee is not satisfied with the disposition of the grievance at Step One, he/she may submit the grievance to the Town Manager, or his/her designee, in writing, within ten (10) days of the answer at Step Two. The Town Manager or his/her designee shall render a written decision to the employee within ten (10) working days of receipt of the grievance.

Step Three: In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted *by the Union or Town only* to arbitration. Any request for arbitration of a grievance must be made in writing by the Union and must be filed with The Connecticut State Board of Mediation and Arbitration and the Town Manager not more than ten (10) days from the date of the written response to the grievance by the Town Manager. Notwithstanding the above, where the grievance involves the discharge of an employee, arbitration under this agreement will take place before the American Arbitration Association pursuant to its voluntary labor arbitration rules. All other arbitrations will take place before the Connecticut State Board of Mediation and Arbitration.

The arbitrator designated shall hear and decide only one (1) grievance in each case. However, the arbitrator may, by mutual consent of the parties hear more than one (1) grievance at a time. His/her award shall be final and binding as provided by law, but he/she shall have no power to add to, subtract from or modify in any way the provisions of this Agreement, nor shall he/she have any authority whatsoever to interpret, imply or rule on any claim alleging or involving a violation, misapplication or misinterpretation of the Town's personnel manual, Town

Charter or any other Town personnel procedure which is not specifically incorporated on a verbatim basis into this Agreement.

## **ARTICLE 5**

### **DISCIPLINE**

SECTION 1. All disciplinary actions shall be for just cause.

Disciplinary action may include:

1. Verbal warning;
2. Written warning;
3. Suspension; and
4. Discharge.

Any of the aforementioned may be independently invoked by the Town depending upon the seriousness of the incident.

SECTION 2. In the event that an employee is given a written warning, suspended or discharged, a copy of such disciplinary action shall be given to the employee at the time of the action and a copy shall be forwarded to the Union within seventy-two (72) hours of the action.

SECTION 3. The employee shall be required to sign disciplinary documents for receipt purposes only. The document shall indicate that fact. Failure of an employee to sign for receipt purposes shall be grounds for additional disciplinary action.

## **ARTICLE 6**

### **ATTENDANCE AND LEAVES**

General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with the Agreement on the basis of the work requirements of the department and, whenever possible, the wishes of the employee.

For purpose of determining the amount of time/compensation an individual will be credited with for personal days, sick leave, holiday and vacation days the following language will be applied:

An employee will be compensated for each day of sick, personal, vacation or holiday leave to which s/he is entitled at a rate equal to his/her regular hourly rate for the number of hours normally scheduled to work on that day. In the event that an employee doesn't have a set weekly schedule then the employee will be compensated for each day of sick, personal, vacation or holiday leave to which s/he is entitled at a rate equal to his/her regular hourly rate for their average workday as determined by dividing the budgeted number of hours worked each week by the average number of days worked per week.

Leaves shall be limited to the following:

SECTION 1. Funeral Leave - Employees shall be granted up to three (3) days off in the event of a death in the immediate family within a week of such death, such leave to include the day of the funeral. Immediate family shall be defined as the employee's current spouse, mother, stepmother, father, stepfather, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, daughter-in-law, son-in-law and step-child. The Department Head or his/her designee may grant leave, in his or her sole discretion, outside of the week of such death, but in no case shall it exceed three (3) days off.

The Town Manager may grant additional leave on a case-by-case basis, with or without pay, upon written request from the employee.

SECTION 2. Injury Leave - Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. Employees of the Town are covered by workers' compensation insurance and when eligible are provided benefits set forth by law.

In the case of job-related injuries causing absence due to temporary disability for three (3) days or less, whenever the employee's claim for workers' compensation benefits is not contested by the Town, the Town shall pay the employee's regular salary for such period provided that payments are not made under workers' compensation insurance.

a. Payments of Injury Leave - All payments on injury leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals nor shall vacation leave, sick leave or personal leave accrue during the absence.

### SECTION 3. Administrative Leave

a. Training - With the approval of the Town Manager, leave of absence with pay may be granted by the department head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town.

b. Special - The Town Manager may authorize designated employees either full or partial days off to permit closing of some or all Town offices in such instances as severe snow storms, public celebrations, days of mourning, or days of excessive heat.

SECTION 4. Jury Duty - An employee required to serve jury duty will receive the difference between jury duty pay and regular base pay for each hour spent on jury duty that the employee otherwise would be required to work, up to a maximum of three (3) weeks, excluding any overtime hours. Upon expiration of the three (3) week period, if the jury duty continues, the employee will not be disciplined for such time spent away from work, but will not be paid by the Town. However, the employee is required to give at least one week's notice to the employer of forthcoming jury duty and must document all time spent on jury duty.

SECTION 5. Military Leave - A full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself/herself from his/her Town duties while engaged in such required field training. No such employee shall be subject to any loss or reduction of vacation or holiday privileges. The period of absence in any calendar year shall not exceed fifteen (15) calendar days.

During this period, the compensation paid to the employee for such leave of absence shall be the difference between his/her compensation for his/her military service as evidenced by an official military statement listing his/her rank, pay and allowances, and the amount of salary due as an employee of the Town. If the compensation for military service is equal to or greater than the salary or wages due as a Town employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for insurance purposes shall be paid by the Town during such leave. An employee participating in such reserve military training shall give his/her department head sufficient advance notice.

Enlistment or conscription during time of war or conscription during time of peace shall entitle the employee to be reinstated to the position held prior to military service or an equivalent position provided that the employee is:

1. Inducted within thirty (30) days of leave from the Town.
2. The employee receives an honorable discharge or severance from the military.
3. The employee makes written application for reemployment within ninety (90) days after discharge.

Employees shall be entitled to payment for unused sick, vacation or other paid leave only for the period prior to entry into the armed forces. No benefits shall accrue during military leave of more than thirty (30) days.

SECTION 6. Personal Days - Full-time and regular part-time employees hired before January 1, 2017 are eligible to take up to three paid personal days off each year for reasons satisfactory to the Town; employees hired on or after January 1, 2017 shall not receive any personal days. The days are accrued annually on the employee's anniversary date of hire. Paid time off for personal days shall be earned in the following hourly equivalents:

- a. 35 hour employees on a four (4) day work week receive eight (8) hours per day;
- b. 35 hour employees on a five (5) day work week receive seven (7) hours per day;
- c. 40 hour employees on a four (4) day work week receive nine and one-half (9 ½) hours per day; and
- d. 40 hour employees on a five (5) day work week receive eight (8) hours per day.

Examples of such reasons for personal paid time off are religious observances, ethnic holidays, and other events of a personal nature which cannot be taken care of outside regular business hours. Personal days may also be used by employees with disabilities for the purpose

of securing necessary treatment. Note that personal days may not be used to extend scheduled vacations.

During their first year of employment full-time employees and regular part-time employees hired before January 1, 2017 shall be provided with up to two (2) paid personal days. Full-time employees and regular part-time employees shall not be permitted to take personal days until they complete four (4) months of employment with the Town.

Written notice of intent to use a personal day must be given to the department head at least one week before taking that day off except in emergency situations. The department head considers workload priorities in determining whether to approve such requests; however, full consideration is given to requests for holidays of religious significance where reasonable accommodation is possible.

There shall be no carryover of personal days from year to year, and there shall be no payment for unused personal days on the employee's anniversary date or at the end of any year or in the event of termination. Personal days shall be charged off in half or full day increments. Employees shall be permitted to use personal leave in hourly increments up to four (4) times per year.

Note: At the discretion of their supervisor, limited regular employees may also be granted time off for personal reasons without pay.

SECTION 7. Leave Without Pay - When the interest of the Town can be benefited, the Town Manager may grant a leave of absence with approval by the Town Council without pay to an employee provided the position remains vacant or is filled by temporary appointment until the expiration of such leave. Benefits will not accrue. Insurance may be continued at the employee's expense as provided by federal law.

a. Professional Development - The Town Manager may grant a full-time employee leave of absence without pay for travel or study for a period to be determined by the Manager. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the interests of the Town. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee that he will serve the Town for a minimum of one (1) year after return from such leave.

b. Absence Without Leave - An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions for less than a total of three (3) days without notifying his/her department head or immediate supervisor of the reason for such absence or absences shall be considered to have resigned from the Town service, unless the employee on return provides an acceptable reason for the absences in the reasonable opinion of the Town Manager.

c. Reinstatement - Upon expiration of a regularly approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without loss of seniority, status, or benefits. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, may be cause for dismissal. No benefits will accrue while the employee is absent (except) those earned prior to the leave.

SECTION 8. Family and Medical Leave - The Town shall allow eligible employees leaves of absence without pay as required by the Federal Family and Medical Leave Act (FMLA) of 1993 which allows qualified employees up to twelve (12) weeks of leave in a twelve

(12) month period. Employees must first exhaust all paid leave benefits (i.e., vacation, sick leave, and personal leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee's eligible leave benefits under the Family and Medical Leave Act of 1993. The Town shall administer FMLA benefits in accordance with the Town's FMLA policy and consistent with legal requirements as they may change from time to time.

SECTION 9. Medical Appointment Leave - Eligible employees may have up to two (2) hours leave with pay at the beginning or end of his/her shift for doctor or dental appointments up to a maximum of six (6) times each calendar year provided that the Town may request a note for such visits. If an employee uses all six (6) medical appointment leaves, the employee may use accrued sick leave in hourly increments for additional medical appointments.

SECTION 10. Union Business Leave - Special leave of absence without pay will be granted under the following conditions to not more than two (2) authorized Union Representatives for attendance at conferences, institutes, or seminars.

1. Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.

2. Not more than an aggregate total of two (2) days of leave from scheduled duty shall be granted annually without pay under this Section.

3. The Department Head, within three (3) calendar days after submission of a request for leave under this Section, shall grant or deny the request in writing to the Union. In granting any such request, he may require that the employee, upon return to duty, furnish evidence of his/her attendance at the conference, institute or seminar for which the leave was granted.

4. It is recognized that an employee who is granted leave without pay under this Section is granted such leave in his/her capacity as a representative of the Union, as distinguished from his/her service as an employee of the Town; therefore, it is agreed that during the period of such leave, the Town shall have no greater legal or other obligation to such employee than it would have to any employee absent from duty on authorized leave without pay.

#### SECTION 11. Sick Leave

1. Amount of Sick Leave - Full-time and part-time employees shall accrue sick leave on an hourly basis (see below) at a rate of one and one-quarter (1 ¼) days per month. Sick leave may be accrued up to a maximum of one hundred eighty (180) days per employee. "Day" shall mean the employee's normal workday:

- a. 35 hour employees receive seven (7) hours per day; and
- b. 40 hour employees receive eight (8) hours per day.

Sick leave shall be taken in hourly increments.

2. Use of Sick Leave - Sick leave may be allowed by the Department Head for the following purposes:

- a. personal illness, physical incapacity, health condition or non-compensable bodily injury or disease;
- b. enforced quarantine in accordance with public health regulations;
- c. illness or physical incapacity of the employee's parent, spouse or child, or for preventative medical care for the same individuals, or if the employee is a victim of family violence or sexual assault, or for other reasons related to family violence (such as to obtain services from a victim's services organization; to relocate due to violence and/or assault; or to participate in

any civil or criminal proceedings related to violence and/or assault) up to a maximum of forty (40) hours per year.

3. Proof of Illness - The Department Head or the Town Manager may require proof of illness for authorized sick leave. In the judgment of the Department Head or the Town Manager, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days. For absences of three (3) days or more, proof of illness may be required. However, the Town may investigate any absence for which sick leave is requested, regardless of duration, and may require proof of illness in any instance where its investigation deems such proof to be necessary.

On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor not later than one (1) hour before his/her scheduled work assignment.

4. Payment of Accumulated Sick Leave - Full-time employees who:

- a. retire;
- b. die while employed by the Town; or
- c. have terminated in good standing

will receive Ten (\$10.00) Dollars a day for each day of accumulated sick leave up to a maximum of one hundred eighty (180) days upon the occurrence of one of the above-enumerated events.

5. Voluntary Long Term Group Disability Insurance - Eligible employees may elect to participate in a voluntary long-term group disability insurance program to be selected by the Town. Employees who elect to participate shall be required to pay the full premium costs for the insurance offered through bi-weekly payroll deductions. Employees shall be subject to all

restrictions imposed by the applicable insurance carriers, including but not limited to any waiting periods and any minimum enrollment requirements.

## **ARTICLE 7**

### **HOLIDAYS**

SECTION 1. On or before January 15 in each calendar year, the Town will publish the list of those holidays which will be observed in that year.

The following days shall be observed as holidays:

|                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Columbus Day              |
| Martin Luther King Day | Veterans' Day             |
| Presidents' Day        | Floating Holiday          |
| Good Friday            | Thanksgiving Day          |
| Memorial Day           | Friday after Thanksgiving |
| Independence Day       | Christmas Day             |
| Labor Day              |                           |

Should any of the holidays listed above fall on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, eligible employees shall be granted equivalent time off on the work day immediately preceding such Saturday. Eligible Library employees shall arrange for a mutually agreeable day in lieu of the aforementioned.

In the event that the Town decides to schedule employees to work a four (4) day work week, any holidays listed above that fall on a scheduled day off shall not be recognized as a holiday under this Agreement; for holidays that fall on Friday or Saturday, employees will be relieved of duty three (3) hours earlier on Thursday.

Employees shall schedule their floating holiday, with their supervisor's advance approval, at least three (3) work days in advance. A floating holiday may not be carried over into the succeeding year but must be used within the calendar year in which it is received.

Paid time off for a floating holiday shall be earned in the following hourly equivalents:

- a. 35 hour employees on a four (4) day work week receive eight (8) hours per day;
- b. 35 hour employees on a five (5) day work week receive seven (7) hours per day;
- c. 40 hour employees on a four (4) day work week receive nine and one-half (9 ½) hours per day; and
- d. 40 hour employees on a five (5) day work week receive eight (8) hours per day.

Whenever the Town decides to release bargaining unit employees working within Town Hall early on days preceding an observed holiday, employees working within the Library will be provided with similar release time or, if not released, shall be given an equivalent amount of compensatory time to be used in the same or next pay period. For example, if Town Hall employees are released two (2) hours before their scheduled quit time, each Library employee will be released two (2) hours before his/her scheduled quit time, and if not released will be given an equivalent amount of time off during the same (or next) pay period to be scheduled with the supervisor. If the Town is not able to provide an employee with such release time during the same (or next) pay period, the release time shall be provided to the employee as soon as reasonably possible.

SECTION 2. "Limited employees" as defined in Article I, Section 8 of this contract, shall be paid for all holidays which would normally be worked or scheduled by the Employer for limited employees. The employee shall receive the same amount of paid hours as he/she is normally scheduled or actually worked.

SECTION 3. Each eligible employee's holiday pay shall be computed at his/her regular daily rate.

SECTION 4. Whenever a paid holiday occurs when an eligible employee is out on any other paid leave, the employee shall be paid for the holiday and no charge to other leave shall be made for that day.

SECTION 5. To be eligible to receive holiday pay, the eligible employee is required to work his/her regularly scheduled hours the workday preceding and the workday following the holiday.

Exceptions may be approved when the employee is on:

1. Military leave;
2. Jury duty;
3. Vacation leave;
4. Bereavement leave;
5. Sick leave either before or after the holiday, but not both; and
6. An approved personal day either before or after the holiday, but not both.

In the event that an employee is out on sick leave the day prior to and after the holiday, then a sick day will be charged for the holiday.

SECTION 6. Employees who are eligible for overtime payment for work performed on a holiday shall receive such payment in addition to holiday pay. If an employee who is not eligible for overtime payment under Article 11 is required to work on an observed holiday, the employee shall be granted a substitute day off at a time mutually agreed to between the employee's immediate supervisor and the employee.

## **ARTICLE 8**

### **VACATION**

SECTION 1. Annual vacation leave with pay shall be earned by all full-time and part-time employees in the following manner:

|  |         |
|--|---------|
| Completion of one (1) year of service<br>but less than five (5) years of service   | 10 days |
| Completion of five (5) years of service<br>but less than ten (10) years of service | 15 days |
| Completion of ten (10) years of service<br>or more                                 | 20 days |

Part-time employees as defined in Article 1, Section 7, shall receive vacation leave in proportion to his/her normal workweek.

“Limited employees” as defined in Article I, Section 8 of this contract, shall be entitled to one (1) week of paid vacation per year after completion of five (5) years of employment. The amount shall be pro-rated based upon the average workweek of the employee.

Employees must use vacation in one-half (1/2) or full day increments, with the exception that employees may use vacation leave in one (1) hour increments for emergency situations as approved by their supervisor whose approval will not be unreasonably denied.

SECTION 2. Eligible employees shall apply for vacation leave to their department head on a request for leave form. Vacations shall be scheduled by each department head in accordance with departmental requirements, giving preference to employee’s choice according to seniority within the department or its divisions.

SECTION 3. Eligible employees who are transferred, promoted or demoted from a position in one department to a position in another department without a break in continuity of service shall carry their accrued vacation leave with them to their new positions.

SECTION 4. Eligible employees may carry over up to five (5) days/year to the following year. Employees with ten (10) years or more of service may request leave to carryover a second week of vacation, for a maximum potential vacation carryover of two (2) weeks at any one time. Permission to carryover a second week of vacation by an eligible employee must be granted by the Town Manager in his or her discretion.

SECTION 5. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service.

SECTION 6. An eligible employee who becomes ill while on vacation leave may charge such illness to sick leave provided he/she files with his or her Department Head a physician's certificate describing the nature and duration of the illness.

SECTION 7. In the event of an employee's death, his or her current spouse and/or minor children or estate shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

SECTION 8. Vacation pay may be taken in advance at the discretion of the Town Manager.

SECTION 9. Eligible employees who resign in good standing or who are laid off for lack of work after employment of six (6) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give his/her Department Head a minimum of fourteen (14) days prior working notice unless the Town

Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department Head by the employee.

SECTION 10. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who voluntarily leave the Town service or are discharged for cause and are later restored shall be considered as new employees.

SECTION 11. Accrued vacation balance shall be provided to the eligible employee, at a minimum, on an annual basis.

## **ARTICLE 9**

### **HOURS OF WORK**

SECTION 1. The parties agree to continue the present practice regarding hours of work, provided that the Town shall have the right to schedule some or all bargaining unit employees to work a four (4) day work week.

While there are two (2) mechanics, one (1) will work a Monday through Thursday schedule, and the other will work a Tuesday through Friday schedule, to be determined by seniority. The mechanics may mutually agree to alternate their schedules on a calendar year basis; absent such mutual agreement, the choice of schedules shall be by seniority.

SECTION 2. The workweek is a period beginning at 12:01 Sunday and ending at 12:00 midnight the following Saturday.

SECTION 3. The parties agree to continue the current practice of summer hours for mechanics subject to the practice from the period of the first Monday in May to the end of September. Nothing shall prevent the parties from mutually agreeing to extend the summer work schedule for periods beyond that set forth above. Mechanics' summer hours shall be:

|           |                        |
|-----------|------------------------|
| Monday    | 6:00 a.m. to 4:30 p.m. |
| Tuesday   | 6:00 a.m. to 4:30 p.m. |
| Wednesday | 6:00 a.m. to 4:30 p.m. |
| Thursday  | 6:00 a.m. to 4:30 p.m. |

SECTION 4. Employees will be paid their wages one week in arrears.

SECTION 5. Whenever Library employees are requested to attend staff meetings during hours they are not scheduled to work, they shall either be paid for such time or, if not paid, shall be given an equivalent amount of scheduled time off during the same or next pay period to be scheduled with the supervisor.

## **ARTICLE 10**

### **WAGES**

SECTION 1. Effective and retroactive to July 1, 2019, bargaining unit employees shall receive a wage increase of two percent (2.0%).

SECTION 2. Effective July 1, 2020, bargaining unit employees shall receive a wage increase of two percent (2.0%).

SECTION 3. Effective July 1, 2021, bargaining unit employees shall receive a wage increase of two percent (2.0%).

SECTION 4. Notwithstanding the above provisions, the Town, in its sole discretion, shall have the right to award merit increases to one or more bargaining unit employees provided that all the general wage increase adjustments as set forth above shall not be reduced by the discretionary merit increases.

SECTION 5. Wages shall be paid through direct deposit.

SECTION 6. CSEA Pay and Classification Plan is attached as Appendix A.

## ARTICLE 11

### COMPENSATION FOR OVERTIME WORK

SECTION 1. All employees may be required to work overtime when necessary.

SECTION 2. Mechanics:

a. Mechanics shall receive overtime pay at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours worked in any one workweek.

b. Double time will be paid for all hours worked on Sunday and on New Year's Day, Martin Luther King Day, Presidents' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

SECTION 3. Other Town Employees:

Town employees whose normal scheduled hours of work total between twenty-five (25) to thirty-five (35) hours per week and who are required to work past their regularly scheduled hours shall be paid for all hours worked up to forty (40) hours at their current rate of pay. If an employee works more than forty (40) hours in a week, the employee shall be paid one and one-half their current rate of pay for all hours worked in excess of forty (40) hours.

SECTION 4. Overtime Records:

A record of overtime shall be kept in the department or division and shall be made available for inspection by employees and the Union.

SECTION 5. When an employee who is eligible for overtime compensation after departing from his/her regular scheduled shift is officially ordered to start back to work for emergency service, he/she shall be compensated for all hours worked at his/her regular rate of pay or four (4) hours pay at his/her regular rate of pay, whichever is greater. However, if the

employee works more than four (4) hours, he/she shall receive time and one-half for all hours worked in excess of four (4) hours.

## **ARTICLE 12**

### **HEALTH AND LIFE INSURANCE**

The group medical insurance benefits offered to bargaining unit employees shall be the High Deductible Health Plan as set forth in Appendix B, attached.

For the term of this Agreement, employees who enroll in the Town's group medical and/or dental plan shall be responsible for contributing nineteen and one-half percent (19.5%) of the total monthly premium costs of the health insurance coverage elected by them.

Effective for the 2019-2020 contract year, the Town shall fund sixty percent (60%) of the deductible.

Effective for the 2020-2021 contract year, the Town shall fund fifty-seven and one-half percent (57.5%) of the deductible.

For the 2021-2022 contract year, the Town shall fund the deductible as follows: the July installment payment shall be based on fifty-seven and one-half percent (57.5%) of the deductible; the January installment payment shall be based on fifty-five percent (55%) of the deductible.

Such deductible funding shall be made in two (2) equal installments in the first pay period after July 1 and January 1 of each contract year. If and when the July installment is more than two-thirds (2/3) expended on coverable medical expenses the employee may request and receive the January installment at an earlier date, provided that in the event the Town provides such advanced installment the employee shall be required to provide the Town with appropriate

authorization to recoup such monies on a prorated basis in the event the employee leaves employment with the Town or otherwise becomes ineligible for the Town's group medical and/or dental plan prior to the end of the contract year for which the advanced installment applies.

SECTION 1. Change of Insurance Carriers - The Town shall have the right to change insurance carriers and/or to self-insure in whole or in part for any reason so long as the insurance coverage provided is at least comparable, provided that if the total cost of the Town's group health plan offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state, or federal statute or regulation, the Town reserves the right to replace the current group health plan offering with another one, the cost of which falls below the excise tax threshold, regardless of whether such replacement plan is comparable to the one previously in effect. Eligible employees will be given the option to enroll in the lower cost coverage option. If the employee chooses to enroll themselves or their eligible family members in a coverage option that triggers an excise tax, then one hundred percent (100%) of the extra costs associated with participating in the higher cost plan, including the cost of any such excise tax, shall be borne solely by the employee in addition to the employee's premium contribution requirements as set forth above.

SECTION 2. Life Insurance - The parties agree to continue the current practice on life insurance for the duration of the contract.

SECTION 3. Wellness Option - The Town shall have the right to offer employees wellness program(s) and to the extent that employees and their eligible dependents voluntarily join the wellness program(s) offered by the Town and meet each of the eligibility requirements,

the Town shall be free to offer such employees financial and other incentives for such successful participation in the wellness program(s) offered by the Town.

## **ARTICLE 13**

### **LAYOFFS**

SECTION 1. The Town determines the positions that shall be subject to layoff. The Town shall layoff the least senior employee in such position unless such employee's qualifications, skills and documented demonstrated performance are superior to those of other employee(s) in such position, in which case the employee to be laid off shall be the one with the lowest qualification, skills and documented demonstrated performance.

The employee(s) chosen for layoff may displace the least senior bargaining unit employee unless such employee(s)' qualifications, skills and documented demonstrated abilities are superior to those of the employee originally chosen for layoff, in which case no bumping shall occur.

SECTION 2. An affected employee shall receive at least two (2) weeks written advance notice of a layoff.

SECTION 3. Every full-time and part-time employee in the bargaining unit whose services are terminated as a result of the elimination of his or her position is entitled to any unused vacation leave accrual, sick leave accrual and personal leave accrual.

SECTION 4. Employees shall be permitted to bump only other employees in the same category (i.e., full-time, part-time or limited).

SECTION 5. No new employees shall be hired until qualified laid off employees have first been given notification of recall.

SECTION 6. In the event an employee refuses to return to work when recalled, or fails to answer an offer of recall within five (5) work days, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.

SECTION 7. Employees who are laid off shall have recall rights for a period of one (1) year from the date of layoff. The most senior employee shall be the first employee recalled provided he/she is presently qualified to perform the work in the job classification to which he is recalled without further training beyond orientation.

## **ARTICLE 14**

### **PENSION**

The Town agrees to continue to provide the current ICMA-RC pension plan and may change carriers as long as it provides a plan equivalent to the current plan.

## **ARTICLE 15**

### **EMPLOYEE INFORMATION**

On a monthly basis, the Town shall inform the Union of any new hires or terminations among bargaining unit employees as well as current addresses, pay rates, hours and place in the bargaining unit.

## **ARTICLE 16**

### **SENIORITY**

SECTION 1. Seniority shall be defined as an employee's length of continuous service with the Town since his/her date of hire.

SECTION 2. The Town shall establish a seniority list which shall be brought up to date during January of each year and a copy delivered to the Union and current Union Steward(s) by January 30th of each year.

## **ARTICLE 17**

### **PROBATIONARY PERIOD**

SECTION 1. Purpose and Duration - The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of an employee. All new or promotional employees shall be required to complete a probationary period as follows:

- a. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional appointments.
- b. Extensions of the above probationary periods not to exceed three (3) months may be granted by the Town Manager upon request of the Department Head.
- c. In the case of promotion during the original probationary period, the employee shall, before attaining the status of a regular employee, serve either the remainder of the original probationary period or the promotional period, whichever period is less.

SECTION 2. Interruption of the Probationary Period - No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required unless otherwise recommended by the appointing authority and approved by the Town Manager.

SECTION 3. During a new employee's probationary period or extended probationary period, no discipline, suspension or discharge shall be cause for or subject to the grievance

procedure as set forth in Article 4. In regard to this Article, a demotion shall not be considered as a form of discipline.

SECTION 4. Reinstatement to Former Class - An employee appointed from a promotion list who does not successfully complete his/her probationary period shall be returned to the position occupied by the employee immediately prior to his/her promotion. If such position has already been filled, the original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

## **ARTICLE 18**

### **STRIKES AND LOCKOUTS**

The Union agrees that there will be no strikes, slowdowns, sickouts or work stoppages engaged in or participated in by the Union or employees covered under this Agreement, and the Town agrees that it will not engage in any lockouts during the term of this Agreement.

In the event of any of the above, the Union will have satisfied its obligation pursuant to this Article if the following procedure is adhered to:

- a. Notify all employees immediately in the event of any of the above that the action is unauthorized and in violation of the contract;
- b. State in writing to employees that the action is in violation of the contract;
- c. Make every reasonable effort possible to induce employees to cease such acts;  
and
- d. Inform employees who participate in the action that it is their individual responsibility, and the Town may take disciplinary action.

Any employee who ceases work to engage in any of the above may be disciplined by the Town.

## **ARTICLE 19**

### **PROMOTIONS**

SECTION 1. When the Town determines that a promotional vacancy or new promotional position shall be filled, the promotional vacancy or new promotional position shall be posted for a period of five (5) working days. Bargaining unit employees who bid on the posted promotional vacancy or new promotional position within the posting period shall be given first consideration with respect to their candidacy for the position; however, if an outside candidate possesses greater skill and ability than bargaining unit candidates, the Town may fill the vacancy or new position with such outside candidate.

SECTION 2. After the Town has assessed the skills and abilities of bargaining unit candidates, if the skills and abilities of such bargaining unit candidates are equivalent, the Town shall promote the most senior employee to the vacancy or new position.

## **ARTICLE 20**

### **SAFETY AND HEALTH**

SECTION 1. The Town shall endeavor to provide a safe and clean work environment for all employees.

SECTION 2. The Town shall create a safety and health committee in accordance with applicable law.

SECTION 3. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment.

SECTION 4. The Town shall provide and pay for foul-weather gear, *i.e.*, raincoats, rain hats, rain boots, and replace as necessary to those employees for whom the Town determines the need exists. The cost for such foul weather gear shall not exceed \$100.00 per year.

SECTION 5. No employees shall be disciplined for refusing to work in a facility that can be demonstrated to pose a serious risk to their own health.

## **ARTICLE 21**

### **MISCELLANEOUS**

SECTION 1. Evaluations - Employees will be given a copy of their annual evaluation forms at the time they are required to sign them.

SECTION 2. Professional Fees and Licenses - The Town shall pay the cost of professional fees or licenses and the annual maintenance of such licenses if the Town or a government entity requires them as a condition of employment.

SECTION 3. Nonwaiver of Claim - Failure of the Town or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times shall not operate to waive or modify such provision in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

SECTION 4. Uniforms - The Town agrees to continue its practice of providing uniforms to the mechanics.

SECTION 5. Safety Shoes - The Town agrees to continue its practice of providing safety shoes to the mechanics with the cost of such shoes capped at \$200.00 per year during the term of the contract.

SECTION 6. Bulletin Boards - One (1) bulletin board shall be reserved at an accessible place in each of three (3) designated work areas for the exclusive use of the Union for the posting of official Union notices.

SECTION 7. Copies of Agreement - The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

SECTION 8. Mileage Reimbursement - Employees who use a privately owned automobile to conduct Town business shall be reimbursed for mileage driven in the conduct of required Town business at the current amount determined annually by the IRS for cents per mile reimbursement.

SECTION 9. Orientation Package - All new employees within thirty (30) days of hiring shall receive a new employee orientation package which shall include but not be limited to the health insurance plan, pension plan, and a union authorization card.

SECTION 10. Pension Loans - Employees will be entitled to withdraw from their vested account balance up to the maximum amount allowed under the Town Pension plan and loan procedures for permissible purposes such as college expenses.

## **ARTICLE 22**

### **SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

## **ARTICLE 23**

### **NON-DISCRIMINATION**

There shall be no unlawful discrimination by the Town or the Union against any employee based upon any protected classification recognized under applicable law.

## **ARTICLE 24**

### **DURATION**

Except as otherwise specifically provided herein, this Agreement shall become effective July 1, 2019, and shall remain in effect until June 30, 2022. It shall automatically renew from year to year thereafter, unless either party shall notify the other in writing at least 150 days prior to the anniversary date that it desires to modify the Agreement.

## ARTICLE 25

### COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties concerning bargaining unit employees' wages, hours and conditions of employment and that it may be amended or altered only by mutual agreement in writing signed by authorized representatives of the Town and the Union. The Town and the Union agree that each had a full opportunity to raise issues and that all matters which either party requested to be included in this Agreement have been presented, discussed, and incorporated herein or rejected.


  
Cindy Muddock

Date: 10/29/19

  
Michael Rosen  
Town Manager  
Town of Tolland

Date: 10/30/19

  
Gary Langdo

  
Julius Preston  
Town Hall Employees, CSEA, SEIU, Local 2001

**APPENDIX A**  
**CSEA Pay and Classification Plan**  
**Hourly Rates**


| <u>Grade</u> | <u>Title(s) in Grade</u>   | <u>Pay Plan 2019-2020</u> |                | <u>Pay Plan 2020-2021</u> |                | <u>Pay Plan 2021-2022</u> |                |
|--------------|--|---------------------------|----------------|---------------------------|----------------|---------------------------|----------------|
|              |  | <u>Minimum</u>            | <u>Maximum</u> | <u>Minimum</u>            | <u>Maximum</u> | <u>Minimum</u>            | <u>Maximum</u> |
| 1            | Assistant Dir. Of Human Services   | 31.40                     | 42.05          | 32.03                     | 42.90          | 32.68                     | 43.76          |
| 2            | Reference Librarian<br>Children's Librarian  | 29.87                     | 40.04          | 30.47                     | 40.85          | 31.08                     | 41.67          |
| 3            | Senior Center Director   | 28.46                     | 38.14          | 29.03                     | 38.91          | 29.62                     | 39.69          |
| 4            | Mechanic - Highway<br>Deputy Building Official<br>Mechanic - Parks/Facilities<br>Deputy Assessor   | 27.11                     | 36.32          | 27.66                     | 37.05          | 28.22                     | 37.80          |
| 5            | Accountant II<br>Fire - Executive Secretary  | 25.82                     | 34.58          | 26.34                     | 35.28          | 26.87                     | 35.99          |
| 6            | Elderly Outreach Caseworker<br>P & CD - Executive Secretary*<br>PW - Executive Secretary<br>Assistant Revenue Collector<br>Senior Account Clerk<br>Assessment Technician | 24.63                     | 32.94          | 25.13                     | 33.60          | 25.64                     | 34.28          |
| 7            | Library Technical Coordinator<br>Assistant Town Clerk  | 23.43                     | 32.01          | 23.90                     | 32.66          | 24.38                     | 33.32          |
| 8            | Admin. Secretary II Building<br>Admin. Secretary II PS/PW<br>Admin. Secretary II Recreation<br>Admin. Secretary II HS<br>Admin. Secretary II FIRE                        | 22.30                     | 29.87          | 22.75                     | 30.47          | 23.21                     | 31.08          |
| 9            | Library Circulation Assistant<br>Account Clerk I (tax)   | 21.29                     | 28.46          | 21.72                     | 29.03          | 22.16                     | 29.62          |
| 10           | No positions   | 20.27                     | 27.11          | 20.68                     | 27.66          | 21.10                     | 28.22          |

\*Current incumbent will be grandfathered at level 5

## APPENDIX B

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services  
Eastern Connecticut Health Insurance Program (ECHIP): Choice Fund Open Access Plus HSA

Coverage Period: 07/01/2019 - 06/30/2020  
Coverage for: Individual/Individual + Family | Plan Type: OAP

|  The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at <a href="http://www.cigna.com/ea">www.cigna.com/ea</a> . For general definitions of common terms, such as <u>allowed amount</u> , <u>balance billing</u> , <u>coinsurance</u> , <u>copayment</u> , <u>deductible</u> , <u>provider</u> , or other underlined terms see the Glossary. You can view the Glossary at <a href="https://www.healthcare.gov/sbc-glossary">https://www.healthcare.gov/sbc-glossary</a> or call 1-800-Cigna24 to request a copy. |  |   |
|---|--|---|
| Important Questions   | Answers  | Why This Matters  |
| What is the overall deductible?   | For <u>in-network providers</u> : \$1,500/individual or \$3,000/family<br>For <u>out-of-network providers</u> : \$1,500/individual or \$3,000/family<br>Combined medical/behavioral and pharmacy deductible<br>Deductible per individual applies when the employee is the only individual covered under the plan.<br>Amount your employer contributes to your account: Up to \$1,125/individual or \$2,250/family. | Generally, you must pay all of the costs from <u>providers</u> up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.   |
| Are there services covered before you meet your deductible?   | Yes. In-network <u>preventive care</u> & immunizations.  | This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your deductible. See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> . |
| Are there other deductibles for specific services?  | No.  | You don't have to meet deductibles for specific services.   |
| What is the out-of-pocket limit for this plan?  | For <u>in-network providers</u> : \$1,500/individual or \$3,000/family<br>For <u>out-of-network providers</u> : \$3,000/individual or \$6,000/family<br>Combined medical/behavioral and pharmacy out-of-pocket limit   | The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.   |
| What is not included in the out-of-pocket limit?  | Penalties for failure to obtain <u>pre-authorization</u> for services, <u>premiums</u> , <u>balance-billing</u> charges, and health care this plan doesn't cover.  | Even though you pay these expenses, they don't count toward the out-of-pocket limit.  |

| Important Questions  | Answers  | Why This Matters  |
|--|--|---|
| Will you pay less if you use a <b>network provider</b> ?   | Yes. See <a href="http://www.myCigna.com">www.myCigna.com</a> or call 1-800-Cigna24 for a list of <b>network providers</b> . | This <b>plan</b> uses a <b>provider network</b> . You will pay less if you use a <b>provider in the plan's network</b> . You will pay the most if you use an <b>out-of-network provider</b> , and you might receive a bill from a <b>provider</b> for the difference between the <b>provider's</b> charge and what your <b>plan</b> pays ( <b>balance billing</b> ). Be aware your <b>network provider</b> might use an <b>out-of-network provider</b> for some services (such as lab work). Check with your <b>provider</b> before you get services. |
| Do you need a <b>referral</b> to see a <b>specialist</b> ? | No.  | You can see the <b>specialist</b> you choose without a <b>referral</b> .  |

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

| Common Medical Event  | Services You May Need                            | What You Will Pay                               |  | Limitations, Exceptions, & Other Important Information  |
|---|--|---|--|---|
|   |  | In-Network Provider<br>(You will pay the least) | Out-of-Network Provider<br>(You will pay the most) |   |
| If you visit a health care <b>provider's</b> office or clinic | Primary care visit to treat an injury or illness | No charge/visit                                 | 20% <b>coinsurance</b>                             | None  |
|   | <b>Specialist</b> visit                          | No charge/visit                                 | 20% <b>coinsurance</b>                             | None  |
|   | <b>Preventive care/ screening/ immunization</b>  | No charge/visit**                               | 20% <b>coinsurance</b> /visit                      | None  |
|   |  | No charge/screening**                           | 20% <b>coinsurance</b> /screening                  | None  |
|   |  | No charge/immunizations**                       | 20% <b>coinsurance</b> /immunizations              | None  |
|   |  | ** <b>Deductible</b> does not apply             |  | You may have to pay for services that aren't preventive. Ask your <b>provider</b> if the services you need are preventive. Then check what your <b>plan</b> will pay for. |
| If you have a test  | <b>Diagnostic test</b> (x-ray, blood work)       | No charge                                       | 20% <b>coinsurance</b>                             | None  |
|   | Imaging (CT/PET scans, MRIs)                     | No charge                                       | 20% <b>coinsurance</b>                             | None  |

| Common Medical Event  | Services You May Need                            | What You Will Pay  |  | Limitations, Exceptions, & Other Important Information   |
|---|--|--|--|--|
|   |  | In-Network Provider<br>(You will pay the least)                            | Out-of-Network Provider<br>(You will pay the most)   |  |
| <b>If you need drugs to treat your illness or condition</b><br><br>More information about prescription drug coverage is available at <a href="http://www.myCigna.com">www.myCigna.com</a> | Generic drugs (Tier 1)                           | No charge/prescription (retail);<br>No charge/prescription (home delivery) | 20% <a href="#">coinsurance</a> /prescription (retail); Not covered (home delivery)                  | Coverage is limited up to a 30-day supply (retail) and a 90-day supply (home delivery). Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits. |
|   | Preferred brand drugs (Tier 2)                   | No charge/prescription (retail);<br>No charge/prescription (home delivery) | 20% <a href="#">coinsurance</a> /prescription (retail); Not covered (home delivery)                  |  |
|   | Non-preferred brand drugs (Tier 3)               | No charge/prescription (retail);<br>No charge/prescription (home delivery) | 20% <a href="#">coinsurance</a> /prescription (retail); Not covered (home delivery)                  |  |
| <b>If you have outpatient surgery</b>   | Facility fee (e.g., ambulatory surgery center)   | No charge  | 20% <a href="#">coinsurance</a>  | None   |
|   | Physician/surgeon fees                           | No charge  | 20% <a href="#">coinsurance</a>  | None   |
| <b>If you need immediate medical attention</b>  | <a href="#">Emergency room care</a>              | No charge/visit  | No charge/visit  | None   |
|   | <a href="#">Emergency medical transportation</a> | No charge  | No charge  | None   |
|   | <a href="#">Urgent care</a>                      | No charge/visit  | No charge/visit  | None   |
| <b>If you have a hospital stay</b>  | Facility fee (e.g., hospital room)               | No charge  | 20% <a href="#">coinsurance</a>  | Lesser of 50% of covered expenses or \$500 penalty for no precertification.  |
|   | Physician/surgeon fees                           | No charge  | 20% <a href="#">coinsurance</a>  | Lesser of 50% of covered expenses or \$500 penalty for no precertification.  |
| <b>If you need mental health, behavioral health, or substance abuse services</b>  | Outpatient services                              | No charge/office visit<br>No charge/all other services                     | 20% <a href="#">coinsurance</a> /office visit<br>20% <a href="#">coinsurance</a> /all other services | None   |
|   | Inpatient services                               | No charge/admission  | 20% <a href="#">coinsurance</a>  | Lesser of 50% of covered expenses or \$500 penalty for no precertification.  |

| Common Medical Event   | Services You May Need                     | What You Will Pay                                  |  | Limitations, Exceptions, & Other Important Information   |
|--|---|--|--|--|
|  |   | In-Network Provider<br>(You will pay the least)    | Out-of-Network Provider<br>(You will pay the most)   |  |
| If you are pregnant  | Office visits                             | No charge  | 20% <a href="#">coinsurance</a>  | Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy.<br>Depending on the type of services, a <a href="#">copayment</a> , <a href="#">coinsurance</a> or <a href="#">deductible</a> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). |
|  | Childbirth/delivery professional services | No charge  | 20% <a href="#">coinsurance</a>  |  |
|  | Childbirth/delivery facility services     | No charge  | 20% <a href="#">coinsurance</a>  |  |
| If you need help recovering or have other special health needs | Home health care                          | No charge  | 20% <a href="#">coinsurance</a>  | 16 hour maximum per day  |
|  | Rehabilitation services                   | No charge/visit                                    | 20% <a href="#">coinsurance</a> /visit   | None   |
|  | Habilitation services                     | Not covered  | Not covered  | None   |
|  | Skilled nursing care                      | No charge  | 20% <a href="#">coinsurance</a>  | Lesser of 50% of covered expenses or \$500 penalty for no precertification. Coverage is limited to 180 days annual max.  |
|  | Durable medical equipment                 | No charge  | 20% <a href="#">coinsurance</a>  | None   |
|  | Hospice services                          | No charge/inpatient; No charge/outpatient services | 20% <a href="#">coinsurance</a> /inpatient; 20% <a href="#">coinsurance</a> /outpatient services | Lesser of 50% of covered expenses or \$500 penalty for no precertification.  |
| If your child needs dental or eye care                         | Children's eye exam                       | Not covered  | Not covered  | None   |
|  | Children's glasses                        | Not covered  | Not covered  | None   |
|  | Children's dental check-up                | Not covered  | Not covered  | None   |

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- |                          |  |                            |
|--------------------------|--|----------------------------|
| • Acupuncture            | • Eye care (Children)                                | • Private-duty nursing     |
| • Bariatric surgery      | • Habilitation services                              | • Routine eye care (Adult) |
| • Cosmetic surgery       | • Long-term care                                     | • Routine foot care        |
| • Dental care (Adult)    | • Non-emergency care when traveling outside the U.S. | • Weight loss programs     |
| • Dental care (Children) |  |                            |

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- |   |  |                         |
|---|--|-------------------------|
| • Chiropractic care (combined with Rehabilitation Services) | • Hearing aids (coverage through age 12) | • Infertility treatment |
|---|--|-------------------------|

#### Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2586.

#### Your Grievance and Appeal Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your [appeal](#). Contact the program for this [plan's](#) situs state: State of Connecticut Office of the Health Care Advocate at (866) 466-4446. However, for information regarding your own state's consumer assistance program refer to [www.healthcare.gov](http://www.healthcare.gov).

#### Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

#### Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

#### Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dine'ehgo shika a'ohwol ninisingo, kwiljigo holne' 1-800-244-6224.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next section -----

#### About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this **plan** might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and excluded services under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

| Peg is Having a Baby<br>(9 months of in-network pre-natal care and a hospital delivery)   |                 | Managing Joe's type 2 Diabetes<br>(a year of routine in-network care of a well-controlled condition)  |                | Mia's Simple Fracture<br>(in-network emergency room visit and follow up care)   |                |
|---|-----------------|---|----------------|---|----------------|
| <ul style="list-style-type: none"> <li>The <b>plan's</b> overall <b>deductible</b> \$1,500</li> <li><b>Specialist coinsurance</b> 0%</li> <li>Hospital (facility) <b>coinsurance</b> 0%</li> <li>Other <b>coinsurance</b> 0%</li> </ul>   |                 | <ul style="list-style-type: none"> <li>The <b>plan's</b> overall <b>deductible</b> \$1,500</li> <li><b>Specialist coinsurance</b> 0%</li> <li>Hospital (facility) <b>coinsurance</b> 0%</li> <li>Other <b>coinsurance</b> 0%</li> </ul>         |                | <ul style="list-style-type: none"> <li>The <b>plan's</b> overall <b>deductible</b> \$1,500</li> <li><b>Specialist coinsurance</b> 0%</li> <li>Hospital (facility) <b>coinsurance</b> 0%</li> <li>Other <b>coinsurance</b> 0%</li> </ul>             |                |
| This EXAMPLE event includes services like:<br>Specialist office visits ( <i>prenatal care</i> )<br>Childbirth/Delivery Professional Services<br>Childbirth/Delivery Facility Services<br>Diagnostic tests ( <i>ultrasounds and blood work</i> )<br>Specialist visit ( <i>anesthesia</i> ) |                 | This EXAMPLE event includes services like:<br>Primary care physician office visits ( <i>including disease education</i> )<br>Diagnostic tests ( <i>blood work</i> )<br>Prescription drugs<br>Durable medical equipment ( <i>glucose meter</i> ) |                | This EXAMPLE event includes services like:<br>Emergency room care ( <i>including medical supplies</i> )<br>Diagnostic test ( <i>x-ray</i> )<br>Durable medical equipment ( <i>crutches</i> )<br>Rehabilitation services ( <i>physical therapy</i> ) |                |
| <b>Total Example Cost</b>   | <b>\$12,800</b> | <b>Total Example Cost</b>   | <b>\$7,400</b> | <b>Total Example Cost</b>   | <b>\$1,900</b> |
| In this example, Peg would pay:   |                 | In this example, Joe would pay:   |                | In this example, Mia would pay:   |                |
| <i>Cost Sharing</i>   |                 | <i>Cost Sharing</i>   |                | <i>Cost Sharing</i>   |                |
| Deductibles   | \$1,500         | Deductibles   | \$1,500        | Deductibles   | \$1,500        |
| Copayments  | \$0             | Copayments  | \$0            | Copayments  | \$0            |
| Coinsurance   | \$0             | Coinsurance   | \$0            | Coinsurance   | \$0            |
| <i>What isn't covered</i>   |                 | <i>What isn't covered</i>   |                | <i>What isn't covered</i>   |                |
| Limits or exclusions  | \$10            | Limits or exclusions  | \$200          | Limits or exclusions  | \$0            |
| <b>The total Peg would pay is</b>   | <b>\$1,510</b>  | <b>The total Joe would pay is</b>   | <b>\$1,700</b> | <b>The total Mia would pay is</b>   | <b>\$1,500</b> |

The **plan** would be responsible for the other costs of these EXAMPLE covered services.

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