AGREEMENT

# BETWEEN

# THE TOWN OF PUTNAM

# AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

HIGHWAY AND PARKS & GROUNDS UNIT

JULY 1, 2021 - JUNE 30, 2024

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# ARTICLE | PREAMBLE

**THIS AGREEMENT** made and entered into this <u>iv</u> day of <u>March</u>2022, by and between the Town of Putnam, a municipal corporation having its territorial limits within the County of Windham and State of Connecticut, for the purposes of collective bargaining with members of the United Public Service Employees Union – Highway and Parks & Grounds Unit. This unit was created out of the original unit on November 4, 2021, from an original decision (March 13, 2015 SMBA Decision ME-31, 334) Agreement between the Town and Union attached hereto.

**WHEREAS**, said Town of Putnam and United Public Service Employees Union – Highway and Parks & Grounds Unit have conducted collective bargaining in accordance with the applicable provisions of the General Statutes of Connecticut;

NOW, THEREFORE, it is hereby agreed by both parties hereto as follows:

# ARTICLE II RECOGNITION

**Section 1.** The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to wages, hours and other conditions of employment of all employees of the bargaining unit.

<u>Section 2</u>. The unit shall include all employees of the Town of Putnam Highway and Parks & Grounds Staff and exclude only elected officials, supervisors, confidential employees, students hired for summer employment working less than 65 days per year, and employees who work less than nineteen and one-half (19  $\frac{1}{2}$ ) hours per week.

- (a) The term "full-time employee" as used in this Agreement shall mean members of the bargaining unit who are regularly scheduled to work either a thirty-five (35) or forty (40) hour week for the Town of Putnam.
- (b) The term "part-time employee" as used in this Agreement shall mean employees who work nineteen and one-half (19 1/2) or more hours per week, but less than thirty-five (35) hours per week.

# ARTICLE III

#### UNION SECURITY

**Section 1.** The Town agrees to make the applicable dues or service fee deductions from the pay of members of the bargaining unit, after sixty (60) days of continued employment, upon the receipt of a written authorization from the member. Payment of collected dues or fees will be paid over to the Union, normally not later than the second Friday of each month after said dues or fees are collected. The Union agrees to hold the Town and its agent(s) harmless from claims, demands, judgments, or any liability, including reasonable attorney's fees resulting from the implementation of this article. The Town agrees to provide the Union President with the name and contact information of all new employees.

# ARTICLE IV WAGES

<u>Section 1</u>. Wages shall be paid in accordance with the wage scales and accompanying stipulations set forth in Appendix A.

**Section 2.** New employees will be assigned to an appropriate step on the salary schedule in Appendix A, to be determined by the Town based upon each individual employee's qualifications and experience and subject to the approval of the Board of Selectmen, depending on where the employee is assigned to work. Each employee's salary shall advance in the salary schedule in accordance with the amount of service in that particular job classification.

**Section 3.** If an employee permanently changes to a lower classification, the employee will be placed in the same Step the employee held prior to the change of classification. If an employee permanently changes to a higher classification, then the employee will move to the next higher Step provided moving to the higher Step does not exceed the employee's current length of service. However, if placement on the Step with the closest rate of pay would result in a pay cut, then the employee will proceed to the next Step that would result in a pay increase provided moving to the next Step does not exceed the employee's current length of service. The Union will be notified any time a bargaining unit member is placed in a higher job classification.

**Section 4.** It is understood that the job description will be implemented by the Town subject to any impact bargaining with the Union required by the Municipal Employee Relations Act ("MERA") after the Town has conducted a job analysis.

# ARTICLE V HOLIDAYS, FUNERAL, LEAVE, PERSONAL LEAVE

**Section 1.** The Town recognizes twelve (12) days during the year as holidays for all its employees. The specific holidays observed by the Town are as follows:

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

<u>Section 2</u>. All bargaining unit employees as defined in this Agreement are eligible for the leave provisions of this Article, including part-time employees on a pro-rated basis.

**Section 3.** In the event a holiday occurs on Saturday, said holiday shall be observed and paid for on the previous Friday. If a Town recognized holiday falls on a Sunday, it shall be observed and paid for on the following Monday.

<u>Section 4</u>. In the event a holiday falls during an employee's scheduled vacation, the employee shall be paid for the holiday and such day will not be charged against the employee's vacation time.

**Section 5.** Holiday pay shall be equal to the employee's regular base rate times the employee's regular number of work hours per day. If the employee works on the holiday, he/she shall receive the holiday pay plus one and one-half (1 ½) times his/her regular base pay. If an employee works on Thanksgiving Day, Christmas Day, New Year's Day or Independence Day he/she shall receive the holiday pay plus double time his/her regular base pay.

**Section 6.** To be eligible for holiday pay, employees must work their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the holiday. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of approved paid vacation leave, sick leave or bereavement leave. Employees who are not excused as provided above shall be considered ineligible for holiday pay.

**Section 7. Funeral Leave**. Employees shall be granted leave in the event of a death in their immediate families. Such leave shall only continue through the day after the funeral but shall not exceed three (3) work days. Employees will receive pay equal to their regular base rate times their regularly scheduled hours of work per day for each regular working day which falls within the leave period. In addition, an employee may use up to five (5) sick days if needed for additional bereavement time. For the purposes of this Agreement immediate family includes the employee's spouse, mother, father, sister, brother, child, stepparent, grandparent, grandchild, or stepchild, mother-in-law, father-in-law.

<u>Section 8</u>. Personal Leave. All employees shall be granted twenty-one (21) hours for those with a 35-hour work week and 24 hours for those with a 40-hour work week of leave for personal business during each year of this contract without loss of pay or deduction of sick leave.

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**Section 9.** Request for personal leave must be made in writing, either by email, text or using approved online portal as may be applicable and must be approved by the employee's immediate supervisor.

### ARTICLE VI HOURS AND OVERTIME

**Section 1.** The employee's hours of work shall remain consistent with established practice, with a minimum of one-half (1/2) hour unpaid lunch, except for those employees whose job requires continuous monitoring of a machine or equipment.

**Section 2.** Personnel will be provided one ten (10) minute break for cleanup and travel prior to lunch.

**Section 3.** Time and one-half of the applicable rate shall be paid for all work time in excess of eight (8) hours per day or forty (40) hours per week. All paid time shall be considered as work time for the purpose of computing overtime payments. If overtime falls on a Sunday, double time of the applicable rate shall be paid for all work time.

Employees may elect to exchange overtime pay for comp-time. Comp-time shall be calculated equal to the manner in which overtime is calculated. Employees may elect to take their comp-time at their discretion provided it does not interfere with approved vacation time, the taking of comp-time does not create an overtime situation and the Town received one week's notice. Employees who work forty (40) hours a week shall not accumulate comp-time in excess of eighty (80) hours in any one calendar year, while employees who work thirty-five (35) hours a week shall not accumulate comp-time in any one calendar year. Employees must use any comp-time within the same calendar year in which this comp-time is accrued.

For employees hired after the ratification and approval of this Agreement, comp-time may be accumulated as follows: employees who work forty (40) hours a week shall not accumulate comp-time in excess of forty (40) hours in any one calendar year, while employees who work thirty-five (35) hours a week shall not accumulate comp-time in excess of thirty-five (35) hours in any one calendar year.

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**Section 4.** All overtime must have prior authorization by the Department Head or his/her designee before overtime is worked.

**Section 5.** Supervisors shall have the right to require overtime to be worked by an employee. They shall take into account the health of the employee and reasonable safety requirements.

**Section 6.** This article is intended to define the normal hours of work and to provide the basis for the calculation of payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

**Section 7.** Full-time employees have two (2) breaks per day, one (1) in the morning and one (1) in the afternoon. The morning break shall not exceed fifteen (15) minutes including any travel time, and the afternoon break shall not exceed fifteen (15) minutes including any travel time. Employees have one (1) morning break per day. Part-time employees will receive one (1) fifteen (15) minute break per day.

**Section 8.** Between July 1, 2021 and June 30, 2022, during overtime situations and other emergency situations, employees will be reimbursed upon submission of a receipt for meals while on overtime work, not more than the following: Breakfast - \$8.00, Lunch - \$10.00, Supper - \$12.00.

Effective July 1, 2022, individual meal tickets shall be in the amount of fifteen dollars (\$15.00) each. Employees will qualify for meal tickets as follows:

- a. Once an employee has worked six (6) hours.
- b. For each period up to six (6) hours worked beyond the initial six (6) hours, an additional meal ticket. For example, if an employee works 6 hours overtime, that employee is eligible for 1 ticket. If an employee work between 7 and 12 hours of overtime, that employee is eligible for 2 tickets. If an employee work between 13 and 18 hours of overtime, that employee is eligible for 3 tickets.

Employee's supervisor will track number of meal tickets per employee and include that information on the weekly timesheets. Reimbursement of meal tickets will be paid in the first payroll of the following week. All meal ticket payments shall be taxable.

For both meal categories described above, employees called into work more than two (2) hours before the start of their regular shift or working either three (3) or more hours after their regular shift ends or beyond 6:30 p.m., whichever is later, shall be entitled to a meal allowance. When an employee is notified by his or her supervisor that he/she is required to work beyond 6:30 p.m., such employee may take his/her supper break at his/her convenience. It is agreed that if an employee is scheduled in advance for weekend overtime there will be no meal allowance allowed.

**Section 9.** When an employee is called in to work outside his/her regular scheduled working hours, he/she shall be paid a minimum of four (4) hours at time and one half (on Sundays double time) his/her regular pay; said minimum is to begin from the time of the punch-in for emergency call-in. When an employee is called-in for overtime that is contiguous with the employee's regularly scheduled working hours, the employee shall be paid time and one-half overtime only for those hours worked outside of the employee's regularly scheduled work day. The minimum call- in pay of four (4) hours of overtime at time and one-half the regular rate (on Sundays double time), shall only apply to call-in situations that are not contiguous with the employee's regularly scheduled work the employee's regularly scheduled work the employee's regularly scheduled with the employee's regularly scheduled work day.

#### Section 9.1 Drive Time

When an employee assigned to operate a motor vehicle in hazardous conditions, such as removal of snow and ice, the employee will be provided a paid two (2) hour rest break for every fourteen (14) hours they are working in these hazardous conditions. The employer will provide an adequate area for such a rest period. While being compensated for the rest period no employee can leave the location designated for the rest unless authorization is given by their supervisor.

**Section 10.** A bargaining unit member who is absent from his/her regularly scheduled shift due to sick leave shall not be eligible for emergency call-in work.

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# ARTICLE VII SENIORITY

<u>Section 1</u>. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time bargaining unit service since his/her last date of hire by the Town and/or former City of Putnam. Authorized leaves or layoffs shall not be considered a break in continuous employment, but no seniority will accrue during said leave periods. Seniority will be considered broken by any unauthorized leaves, voluntary or involuntary terminations, strikes, or other forms of work stoppages.

<u>Section 2</u>. The purpose of seniority is to provide a declared policy for making employment decisions between employees with equal skill, ability and/or qualifications for transfers, lay-offs and eligibility for vacation or earned leave.

<u>Section 3</u>. Seniority does not apply to, and shall not be required to be used as, a determining factor in, assigning particular types of work to employees.

<u>Section 4.</u> As to new employees, seniority as defined herein shall be retroactive to the date of hire upon the successful completion of a ninety (90) day probationary period. During the probationary period, seniority shall not be a factor in employment decisions.

<u>Section 5</u>. In the event the Town determines it is necessary to lay off members of the bargaining unit, the order of layoff shall be as follows, providing the remaining employees are qualified to perform the available work:

- (a) probationary employees, part-time before full-time;
- (b) part-time employees; and
- (c) full-time employees.

In the event of a layoff, the Town shall notify the Union President at least fortyeight (48) hours prior to its occurrence. The layoff of full-time employees covered by this Agreement shall be in inverse order of hiring by classification within group and recall shall be by seniority within group. A full-time employee who receives notice of layoff (or notice that he/she is being bumped) may elect within forty-eight (48) hours thereafter to bump into a different job classification within the group, provided that the employee has more seniority than the least senior employee within that group, and it is determined by the Town that the employee is qualified to perform the essential duties of that job with minimal transitional training. It is understood that the Town will provide such minimal transitional training provided such training shall not result in any additional cost to the Town and shall not significantly detract from the work being performed by any other personnel working with the employee. An employee exercising his/her bumping rights shall be placed on the same Step that he/she left. He/she shall have thirty (30) working days to demonstrate the ability to perform the essential duties of the job into which he/she bumps.

<u>Section 6</u>. Employees who are laid off or bumped into a different job classification under this Article shall have recall rights as follows:

- (a) For a period of one year, the affected employee shall have the right to be recalled to the classification from which he/she was laid off or bumped if a position should become vacant or be reinstated. The Town shall notify by certified mail any affected employee who is to be recalled that such person is being offered re-employment. Failure to respond to the offer of re-employment within ten (10) working days after the receipt thereof shall be deemed a refusal to accept re- employment.
- (b) No person shall be newly employed in a job classification in which an employee who had held a job in that classification is still on layoff with recall rights.

**Section 7.** The Town shall maintain a seniority list for all bargaining unit employees which shall be brought up to date and made available to the president of the Union at reasonable intervals not more than one (1) time per calendar year.

**Section 8.** Members of the bargaining unit whose names are on the recall list will be notified of opportunities for temporary part-time or seasonal employment. No new

employee shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall rights by declining such employment.

Section 9. All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period of ninety (90) calendar days before attaining full-time employee status. Any full-time employee who is permanently transferred or promoted shall be considered as a special probationary employee and must successfully complete a special probationary period of thirty (30) calendar days before being appointed to the new position. Any work time missed for any reason during the probationary period shall not count toward the satisfaction of the probationary period. The probationary period listed above may be extended by a maximum of ninety (90) additional calendar days when the Town determines that such an extension is necessary to properly evaluate an employee's performance and determine whether or not he/she can completely and satisfactorily perform the job. In such case, the employee and the Union shall be notified in writing of the reasons for the extension. During any probationary period, the probationary employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the Town, and neither the reason for the action nor the discipline, discharge, layoff or dismissal itself may be subject to the grievance procedure of this Agreement. A full-time employee, who has been promoted retains the right to his or her former position, should he or she not successfully pass the thirty (30) day probationary period or chooses to return to their previous position held prior to said promotion. Prior to the completion of a probationary period (either 90 days for new employees, or 30 days for transferred employees), a meeting will be held between the Town Administration, Department Head and employee to review and finalize plans for promotion or choice to return to their previous position.

# ARTICLE VIII UNIFORMS AND SAFETY

<u>Section 1</u>. The Town shall maintain a safety policy consistent with the demands of the Statutes of the State of Connecticut. All bargaining unit members shall abide by all safety policies, applicable laws and regulations concerning safety, including the wearing of all appropriate and provided safety equipment.

**Section 2.** Each fiscal year each employee required to wear safety shoes or boots by applicable state and federal statutes and regulations shall receive a work-duty pants and boot allowance up to a maximum amount of three hundred fifty dollars (\$350.00) annually. Reimbursement to the employee shall be made upon the presentation of itemized receipts showing the purchase of such safety shoes, boots and/or work-duty clothing. Any additional cost in excess of the allotted amount shall be paid by the employee.

# ARTICLE IX VACATIONS

**Section 1.** The provisions of this article shall apply only to full-time employees as defined in Article II of this Agreement. Employees shall receive one (1) day of vacation as of July 1st of each year, which shall not be part of the vacation accrual described below, and in addition shall then accrue, pursuant to Section 3 of this Article, the following vacation days:

	35 Hrs Week	40 Hrs Week	
Years of Continuous Service	Hours	Hours	
More than 1 year up to 5 years	70	80	
More than 5 years up to 10 years	105	120	
More than 10 years up to 15 years	126	144	
More than 15 years up to 20 years	140	160	
More than 20 years	175	200	

Employees shall have one-half of all vacation time credited as of July 1st of each contract year the remaining vacation time will be accrued on a monthly basis. For any new hires who start within the fiscal year, following the one (1) year anniversary date, vacation will be credited the prorated applicable accrual for the remainder of the fiscal year.

**Section 2.** Requests for vacation time shall be made in writing prior to the first of May preceding the applicable vacation period. In cases of conflicting vacation requests, seniority, as previously defined in this Agreement, shall control. Requests after May 1 will be granted on a first-come, first-served basis. In any event all vacation requests must be received at least five (5) days prior to the requested dates. Requests must be approved by the employee's supervisor.

**Section 3.** Vacation benefits are accrued and payable monthly commencing on the date of hire and ending on their anniversary date of each year. No more than one and one-half (1/2) of a current year's vacation accrual may be carried over to the next contract year (contract years begin July 1). No more than four (4) weeks' vacation may be taken consecutively. Employees hired on or after July 1, 2000 shall be permitted to carry over a maximum of fifteen (15) accrued but unused vacation days.

**Section 4.** Vacation shall not be requested, approved or taken in increments of less than two (2) hours.

<u>Section 5.</u> An employee who is laid off or voluntarily terminated will receive, at the end of the pay period following the layoff or termination, all accrued but unused vacation pay. Such vacation pay will be computed up to and including the last full month of employment. An employee terminated for cause shall not receive accrued payment for accrued vacation time.

**Section 6.** In the event a holiday, as defined in this Agreement, occurs during an employee's vacation, the holiday will not be counted against the employee's accrued vacation time.

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<u>Section 7</u>. In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's estate and calculated under the provisions of Section 5 above; however, if a release is obtained from the probate court the accrued vacation shall be paid to the employee's survivor.

**Section 8.** One (1) days' vacation pay for an employee is equal to the employee's regular hourly straight-time rate of pay times the number of hours in the employee's regular scheduled workday.

**Section 9.** Any employee who works less than full-time as defined in Article II of this Agreement shall be granted vacation benefits based on the number of hours in his/her regularly scheduled workweek.

# ARTICLE X SICK LEAVE

**Section 1.** Each full-time employee will be granted ten (10) work-days per year of paid sick leave. Each part-time employee will be granted five (5) work-days per year of paid sick leave. Paid sick leave shall be equal to the employee's hourly base wage rate times their regularly scheduled work hours per day. Sick days are accrued and payable on a monthly basis during the fiscal year. Sick leave shall be granted for illnesses only and shall not be used as vacation time. If an employee is sick, he/she must call the supervisor in advance of his/her regularly scheduled starting time to be eligible to receive sick pay. An employee must call in each day he/she is absent due to illness to be eligible to receive sick leave pay.

**Section 2.** Sick leave pay will be available to any employee who has contracted an illness or is injured and is suffering from a non-service-connected sickness or disability which renders him/her unable to perform the duties of his/her position. This also includes periods during which the employee is under an enforced quarantine in accordance with the community health regulations or restricted due to exposure to a contagious disease in accordance with a doctor's written order.

**Section 3.** If the Town has grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid or unpaid sick leave to furnish substantiating evidence in the form of a statement from his/her attending physician certifying that absence from work was required due to the employee's illness. In any case, such certification must be presented whenever sick leave is requested for five (5) or more consecutive workdays.

**Section 4.** Any employee who is sick or disabled for five (5) or more consecutive workdays shall be required to secure and submit a physician's release certifying that the employee is fit to return to work. This release must be submitted to the employee's supervisor before the employee will be permitted to return to work.

**Section 5.** Sick leave may be accrued to the sum of one-hundred-twenty (120) days. Employees hired after the ratification and approval of this Agreement shall accrue sick leave up to 60 days.

**Section 6.** Upon retirement an employee shall receive the lesser of fifty (50) percent of his/her accrued sick leave or sixty (60) days. Upon voluntary termination, an employee shall receive the lesser of twenty-five (25) percent of his/her accrued sick leave or thirty (30) days.'

**Section 7.** An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve-month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Town shall be required for FMLA leave situations involving the health of the employee or family member. Employees on leave without pay shall not be credited with the monthly allotment of sick, personal or vacation leave until return from such leave. The continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the

employees had continued to work; provided if the employee fails to return to work, the employee shall be liable for the retroactive full premium payments in accordance with the FMLA. Any employee for whom the Town has advanced the employee's premium cost share, shall have the option of reimbursing the Town in the same amount of time as premium contributions were advanced. Employees must notify the Town of the request for FMLA Leave as soon as possible.

**Section 9.** Unpaid sick leave may be granted at the Town's discretion, but in no event shall be granted while the employee has paid vacation leave available (i.e., such vacation leave will be docked).

**Section 10**. Employees may use up to five (5) days per year from their accumulated sick leave for immediate family sickness that is not otherwise covered by the Family Medical Leave Act.

# ARTICLE XI WORKERS' COMPENSATION

Employees covered by this Agreement shall come under the terms of the Workers' Compensation Act for injury incurred in the line of duty. Employees may supplement their income with accrued sick leave; however, in no event shall the employee's earnings exceed his/her regular weekly earnings.

# ARTICLE XII

<u>Section 1</u>. The Town will provide and pay for the premiums for the following coverage for all full-time employees, and their dependents, as required by federal regulation, subject to Section 5 below:

- (a) Employees agree that employees may voluntarily participate in wellness programs as a means of attempting to contain premium cost.
- (b) Full-time employees may elect to participate in the following health insurance plan:

- 1. A High Deductible Health Plan (HDHP) with a periodically updated Preventive Generics Drug List where such drugs are not subject to the deductible, and Health Savings Account (HSA) as outlined in Appendix B. The HDHP annual deductible shall be \$2,000 for employee coverage or \$4,000 for two-person or family coverage with an in network out of pocket annual maximum of \$4,000 for employee coverage and \$8,000 for two person or family coverage as outlined in Appendix B. If at any time the deductible levels described above do not comply with the Internal Revenue Code and its interpretive regulations, the Town shall have the right to adopt the next higher deductibles that comply with the Internal Revenue Code and its interpretive regulations.
- (c) The Town shall pay into the HSA the following amounts:
  - \$1,000 toward the employee only deductible and \$2,000 toward the two person/family deductible

The employee is not required to contribute any portion of the balance of the deductible, or the statutory maximum for an HSA contribution, in any contract year, but if the employee chooses to do so such payment shall be on a pre-tax basis to the HSA through payroll deduction. The HSA shall be set up by a Trustee as allowed by federal and state law, the basic set up and monthly service fee to be paid for by the Town for such Trustee.

Contributions made by the Town to the HSA will roll over from year to year in the employee's HSA account. The Town shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment and the HSA and any accrued interest at the time of separation shall remain with the individual.

(d) Seventy-five thousand dollars (\$75,000) term life insurance, with a double indemnity/accidental death benefit clause.

**Section 2.** The Town will provide and pay the Dental Plan described in the Appendix B, co-pay for the individual employee only. The Town shall offer an additional optional Dental Plan described in Appendix B under the same terms as described in this Section. If the Town opts to change dental plans the new plan must be substantially equivalent to the current plan. Dental co-pay shall be deducted by the Town on a weekly basis, in approximate equal amounts. An employee may obtain additional coverage through this plan at the employee's expense, providing this additional coverage does not affect the Town's insurance rates.

**Section 3.** The Town will pay one-half of the premium for the coverage under Section 1(a) for any part-time employee working nineteen and one half (19 1/2) or more hours per week who seeks such coverage.

#### Section 4.

(a) Eligible employees choosing the PPO co-pay plan described in Section
1(b) above, will share the cost for the coverage by paying the full
difference in cost between the premium cost of that plan and the premium
cost of the HDHP. Employees choosing the HDHP as described in Section
1(b) above will share the cost for the coverage by contributing an amount
equal to the following percentages:

Effective 07/01/21: 12% Effective 07/01/22: 12.5% Effective 07/01/23: 13%

**Section 5.** If an employee that is eligible for single coverage waives such coverage, the Town will pay two thousand dollars (\$2,000). If an employee otherwise qualifies for the level of coverage at the time of the waiver and/or has been insured on the Town's health insurance plan in the prior year with "employee plus one" coverage under Section 1 (a) waives such coverage for both the employee and the dependent the Town will pay the employee three thousand dollars (\$3,000). If an employee otherwise

qualifies for this level of coverage at the time of the waiver and/or has been insured on the Town's health insurance plan in the prior year with family coverage under Section 1 (a) waives family coverage, including coverage for themselves, the Town will pay the employee five thousand dollars (\$5,000). The above-referenced dollar amounts for waiving insurance coverage are annual amounts and will be paid to the employee in a separate pay-check twice per year. After any six (6) month period in which an employee continuously waives insurance coverage in accordance with this Section, the employee will be paid one-half (1/2) the applicable annual dollar amount referenced above; an employee who waives coverage for less than six (6) continuous months will not be entitled to any payment under this section. Any reentry into the plan will be subject to the provisions of the carrier's policy. All waivers under this Section must be in the form of an executed written waiver agreement and shall only be allowed upon proof of coverage under another medical insurance plan.

Employees who select the insurance buyout option shall be eligible to receive a buyout amount that reflects only the level of coverage the employees would otherwise be qualified to obtain pursuant to the qualification provisions of the insurance policy.

**Section 6.** The Town may provide any of the above insurance plans or substantially equivalent plans through either the current carriers, through alternate carriers or through self-insurance, either in whole or in part. If the specifically described plan(s) in this Article and as described in greater detail in Appendix B are no longer available, the Town and Union agree to discuss the most comparable plan and agreement on moving to an alternate plan shall not be unreasonably withheld.

<u>Section 7</u>. A labor-management committee comprised of labor and management members shall be established and meet periodically to discuss matters related to medical, dental and prescription coverage as well as wellness programs and other similar health and medical programs.

**Section 8.** If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801, and/or any other local, state or federal statute or regulation, the Town and Union agree to

reopen this Agreement for purposes of negotiating insurance, including but not limited to how the excise tax will be paid, alternative plan designs with a total combined cost that either reduces/mitigates the excise tax or falls below the excise tax thresholds and other ways to reduce/mitigate the excise tax.

# ARTICLE XIII RETIREMENT

The Town and the Union agree that the retirement plan for eligible members of the bargaining unit is set forth in the document entitled "The Town of Putnam Retirement Plan."

# ARTICLE XIV GRIEVANCE PROCEDURE

**Section 1.** The purpose of the grievance procedure shall be to settle employee grievances on an informal basis or on as low an administrative level as is possible and practicable so as to ensure efficiency and employee morale.

**Section 2.** A grievance, for the purposes of this Agreement is defined as a dispute or difference of opinion raised by an employee, the Union, or by a group of employees with respect to a single common issue, involving to his/her/them the meaning, interpretation or application of the express provisions of this Agreement.

#### <u>Section 3</u>. Procedure

<u>Step 1</u>. Within ten (10) business days of the occurrence constituting a grievance, the employee or Union shall reduce the grievance to writing and submit it to his/her supervisor, who shall use his/her best efforts to settle the dispute informally. Such informal process shall be concluded within ten (10) calendar days of receipt of the grievance. If the grievance is denied the supervisor shall return the grievance and indicate the date of denial.

<u>Step 2</u>. If the employee or the Union is not satisfied with the results of Step 1, the employee or the Union may, within ten (10) business days of the conclusion of Step 1,

submit the written grievance to the Mayor or his/her designee for further processing. The Mayor or his/her designee shall submit a written decision to the employee and the Union within fifteen (15) business days of receipt of the grievance at Step2.

<u>Step 3</u>. If the Union is not satisfied with the decision rendered by the employer and elects further processing, it may within fifteen (15) calendar days submit the grievance to the Connecticut State Board of Mediation and Arbitration, who shall render a decision except that the decision rendered shall not amend or alter this Agreement in any manner.

**Section 4.** A grievance shall be considered settled, and the employee and the Union will be estopped from any further action arising from the occurrence if the grievance is not presented to the next higher step under the procedure contained in Section 3 of this article within the time limits prescribed by said procedure. In the event no answer is received within the prescribed time limits, unless mutually extended by the parties, the grievant may proceed to the next step in the grievance procedure.

**Section 5.** The employee, the Union or the Town shall have the right, at his/her/its own expense, to be represented by counsel of their choice.

<u>Section 6</u>. It is understood that the Union shall establish a Grievance Committee which shall review all grievances before they will be processed by the Union.

# ARTICLE XV NO STRIKE

All employees included in this Agreement pursuant to Connecticut General Statutes, §7-475, shall not hinder the operations of the Town by strike.

# ARTICLE XVI PROMOTIONS

<u>Section 1</u>. When a job is created or vacated, the Town shall post the position for employees of the bargaining unit first for (5) five working days. If, in the Town's sole

discretion, no bargaining unit employee is qualified, the Town shall seek applicants from outside the bargaining unit.

**Section 2.** The Town shall fill the vacancy with the most qualified applicant. An applicant's qualifications shall be determined based on his or her experience, skill and ability.

**Section 3.** In the event that the qualifications of a bargaining unit member and an outside applicant are substantially equivalent, the Town shall select the bargaining unit member to fill the vacancy. In the event that the two bargaining unit members are the most qualified and their qualifications are substantially equivalent, the Town shall select the bargaining unit member with the greatest seniority to fill the vacancy.

**Section 4.** In the event that the Town decides that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) calendar days of the date that a particular position has been vacated and, when a new position has been created, within one-hundred-twenty (120) calendar days from the date such new position has been created.

# ARTICLE XVII DISCIPLINE

**Section 1.** No employee shall be suspended or discharged without just cause. All suspensions and discharge must be given in writing, if requested, with reasons stated. A copy of such notice must be given to the employee at the time of the suspension or discharge. The Union president shall be notified when an employee is disciplined or discharged. Disciplinary actions shall normally follow this order.

- (a) Verbal warning with notation or order in writing.
- (b) Written warning.
- (c) Suspension without pay.

Depending on the severity of the offense, the Town has the right to suspend or discharge an employee, without following the above order, after "Loudermill" rights have been afforded. All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infraction and the employee's past record for which disciplinary action is being applied.

<u>Section 2</u>. All disciplinary actions shall be subject to the grievance procedure specified in this Agreement.

# ARTICLE XVIII GENERAL PROVISIONS

Section 1. The Town reserves the right to contract or subcontract work consistent with established practice, provided that no bargaining unit members' positions or normal hours of work are reduced, and that no bargaining unit members are laid off as a result thereof.

**Section 2.** The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity in all work locations to which members generally report for work.

<u>Section 3</u>. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment, and five (5) copies to the United Public Service Employees Union.

**Section 4.** Upon the signing of this Agreement the Town shall provide a copy of all Insurance and Retirement coverage to each employee.

<u>Section 5</u>. When the Town creates a new classification or changes an existing job other than minor change, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification and said classification and pay rates shall become effective upon agreement through negotiations.

**Section 6.** There shall be no discrimination, coercion or intimidation of any kind against any employee for any reason whatsoever including marital status, age, race, creed, color, sex, religious beliefs or union activity either by the Town or the Union.

**Section 7.** Any reclassification, promotion, change in individual wages shall be authorized by the Town Administrator. Any other modification of this Agreement must be authorized by the Mayor and the Board of Selectmen.

**Section 8.** When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine; and the singular shall include the plural and the plural the singular.

**Section 9.** Any change in the current schedule of payday periods shall only be made upon mutual consent of the Town and the Union.

**Section 10.** There shall be no variation, alteration or amendment to this Agreement unless agreed to in writing by both Parties.

**Section 11.** Initially, upon the signing of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay for the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the Union date of termination of the employee.

**Section 12.** Each employee shall have the right to review his/her personnel file by appointment. Written documentation of the request is required to either the Human Resources Director or the Town Administrator. Copies of material placed in the employee's file shall be furnished to the employee upon request.

**Section 13.** When an employee is authorized to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the IRS standard mileage rate for business use. This in no way requires an employee to use his/her own vehicle if they choose not to.

**Section 14.** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and, together with any letters of understanding executed concurrently with or subsequent to this Agreement, constitutes the complete and entire agreement between the parties and concludes collective bargaining for the term of this Agreement.

**Section 15**. All members of the bargaining unit shall be furnished a copy of all personnel rules and regulations which are the property of the Town. Any future changes which affect working conditions shall be negotiated with the Union.

**Section 16**. Nothing in this Agreement shall prevent any employee from holding outside employment, other than Town work, as long as such employment does not conflict with the employee's duties as a Town employee, subject to approval by the Town, which will not be unreasonably withheld.

**Section 17.** Copies of individual job descriptions shall be provided by the Town to each employee.

**Section 18.** It is understood that excessive absenteeism, excessive tardiness or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Town to take corrective action, up to and including discharge.

**Section 19.** The Town may at its discretion temporarily assign employees a position in an equal, lower or higher salary rate. In the event the position is in a higher rate the employee shall be paid at the rate of pay for the position being filled temporarily which is immediately above the rate paid to the employee for working in his/her regular position, even if the temporary rate is in a different step or represents a different year of experience on the salary schedule then that which the employee has attained in his/her regular position. This rate shall be paid provided the employee works a minimum of fifteen (15) consecutive work days at which point the higher rate of pay shall be retroactive to the first day. An employee who works a total of fifteen (15) non-consecutive days during any ninety (90) day period shall be entitled to non-retroactive higher rate of pay in accordance with this provision beginning the sixteenth (16th) day of

work in the temporary assignment. Upon the completion of the assignment in a higher rate the employee shall revert to his/her original salary. At no time shall an employee under this Section receive less than his/her regular rate of pay. This Section shall not apply to employees who are temporarily assigned to a position to fill in or substitute for another employee who is out on vacation, regardless of the duration. No assignment under this Section shall become effective, nor shall an employee be entitled to the higher rate of pay referenced above, unless the assignment is authorized in writing by the Mayor or by someone who has been specifically designated by the Mayor in writing to carry out the Mayor's responsibilities under this Section.

**Section 20.** The Town will provide jury leave for employees ordered to serve on jury duty, precluding their being available for work. To be eligible for jury leave, an employee must not volunteer for jury duty and, if requested, must cooperate with the Town in applying for an excuse or deferment from jury duty. Employees who, after fulfilling all other obligations of this section, must report to jury duty will be paid the difference between their jury pay and the pay they would have received for working their regularly scheduled hours for those workdays for which the employee is absent to fulfill the jury duty obligation.

<u>Section 21</u>. CDL Exams. The Town shall reimburse any employee who is required to hold a CDL to perform their position with the Town seventy-five percent (75%) of the cost of the required bi-annual physical examinations that are not otherwise covered by and/or paid for through insurance. Reasonable accommodations will be made during work hours to obtain the CDL physical if off hour appointments are not available.

**Section 22.** The Town shall maintain an accurate up-to-date record of each employee's accrued leave time.

# ARTICLE XIX UNION ACTIVITIES LEAVE

**Section 1.** The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of agreements when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 2.** One (1) member of the Union Grievance Committee, in addition to the employee or employees who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

<u>Section 3.</u> The Union President, or his designee, shall be granted up to three (3) days or twenty-four (24) hours of Union Business Leave with pay per contract year for Union training, seminars or conferences.

# ARTICLE XX SEVERABILITY

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes, or ordinances and regulations of the United States of America, the State of Connecticut or the Town of Putnam, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. If, however, the parties are unable to agree within thirty (30) days following the commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

# ARTICLE XXI DURATION OF AGREEMENT

The effective date of this Agreement shall be July 1, 2021 and it shall remain in effect until June 30, 2024. This Agreement shall, after that date, remain in effect during negotiations until agreement is reached and signed to amend or modify this Agreement. At least one- hundred-twenty (120) days before the expiration date of this Agreement, the parties agree to meet and discuss a successor Agreement.

# ARTICLE XXII MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the right, responsibility and prerogative of management of the affairs of the Town.

# ARTICLE XXIII DRUG AND ALCOHOL FREE POLICY

**Section 1.** The Town has adopted a Drug and Alcohol Free Workplace Policy as set forth in the Town's Employee Handbook.

**IN WITNESS WHEREOF,** the parties have hereto caused this instrument to be signed and executed by its mutually authorized officers and representative as of the <u>( $\upsilon$ </u> day of <u>March</u>, 2022.

TOWN OF PUTNAM

UNITED PUBLIC SERVICE EMPLOYEES UNION

Signed: Norman B. Seney, Mayor

Date: 4-7-2022

(Approved by the Board of Selectmen on 3/21/2022)

Kevin Boyle, UPSEU President

**UPSEU** Labor Relations Representative

Jonathan Williams, Local Unit President

Thomas Campbell, Unit Bargaining Committee Member

Alan Guertin, Unit Bargaining Committee Member

1-2020 Date:

(Approved by Union Membership on 3/16/2022)

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# APPENDIX A

# WAGES

The attached wage increases were calculated as follows:

#### 2021-2022 salaries

- Except for the specific job and experience categories listed below, the 2021-2022 salaries were calculated by increasing the 2020-2021 salaries by 2.5%
- 4-Years Road Crew Chief Category 7/1/2021 rate of \$32.23 (increase of \$1/hour)
- 4-Years Mechanic Category 7/1/2021 rate of \$29.58 (increase of \$1/hour)
- 4-Years Highway Maintainer Category 7/1/2021 rate of \$27.80 (increase of \$1/hour)
- Entrance through 4-Years Caretaker Category 7/1/2021 rate of \$19.38, \$20.31, \$21.25, \$22.20 and \$23.14 respectively (increase of \$1.50/hour)

The altered rates above are a one-time increase based on additional skills and duties performed by these categories, including operating equipment and performing labor associated with public road pavement, with snow removal and handling, and with grass and debris collection.

# 2022-2023 salaries

• The 2022-2023 salaries were calculated by increasing the 2021-2022 salaries by 2.5%

# 2023-2024 salaries

• The 2023-2024 salaries were calculated by increasing the 2022-2023 salaries by 2.5%

APPENDIX A - Wage Table									
Department	Date	Entrance	1 Year	2 Years	3 Years	4 Years			
HIGHWAY DEPARTMENT									
			الرواعلين						
	7/1/2021	\$ 26.38	\$ 27.78	\$ 29.21	\$ 30.62	\$ 32.23			
Road Crew Chief	7/1/2022	\$ 27.04	\$ 28.47	\$ 29.94	\$ 31.38	\$ 33.04			
	7/1/2023	\$ 27.72	\$ 29.18	\$ 30.69	\$ 32.17	\$ 33.86			
	7/1/2021	\$ 24.47	\$ 25.68	\$ 26.89	\$ 28.10	\$ 29.58			
Mechanic	7/1/2022	\$ 25.08	\$ 26.32	\$ 27.56	\$ 28.80	\$ 30.32			
	7/1/2023	\$ 25.71	\$ 26.98	\$ 28.25	\$ 29.52	\$ 31.08			
	7/1/2021	\$ 22.67	\$ 23.86	\$ 25.07	\$ 26.30	\$ 27.80			
Highway Maintainer	7/1/2022	\$ 23.24	\$ 24.46	\$ 25.70	\$ 26.96	\$ 28.50			
	7/1/2023	\$ 23.82	\$ 25.07	\$ 26.34	\$ 27.63	\$ 29.21			
PARKS & GROUNDS									
	7/1/2021	\$ 19.38	\$ 20.31	\$ 21.25	\$ 22.20	\$ 23.14			
Caretaker	7/1/2022	\$ 19.86	\$ 20.82	\$ 21.78	\$ 22.76	\$ 23.72			
	7/1/2023	\$ 20.36	\$ 21.34	\$ 22.33	\$ 23.32	\$ 24.31			
	7/1/2021	\$ 13.00	\$ 13.50	\$ 13.98	\$ 14.46	\$ 14.98			
Grass Cutter <sup>1</sup>	7/1/2022	\$ 14.00	\$ 14.51	\$ 15.00	\$ 15.49	\$ 16.03			
	7/1/2023	\$ 15.00	\$ 15.52	\$ 16.02	\$ 16.52	\$ 17.07			

APPENDIX A - Wage Table

1. Grass Cutter rates for calculations are based on published minimum wage schedules, with increases between experience categories based on past year increases between years experienced.

### Coverage Period: 07/01/2021 - 06/30/2022

Coverage for: Individual/Individual + Family | Plan Type: OAP

The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) 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 <u>www.cigna.com/sp</u>. 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 <u>underlined</u> terms, see the Glossary. You can view the Glossary at <u>https://www.healthcare.gov/sbc-glossary</u> or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	For <u>in-network providers</u> : \$2,000/individual - employee only or \$4,000/family maximum For <u>out-of-network providers</u> : \$4,000/individual - employee only or \$8,000/family maximum Combined medical/behavioral and pharmacy <u>deductible</u> <u>Deductible</u> per individual applies when the employee is the only individual covered under the <u>plan</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. In-network <u>preventive care</u> & immunizations, in-network generic preventive drugs.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <u>https://www.healthcare.gov/coverage/preventive-care-benefits/</u> .
Are there other deductibles for specific services? No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	For <u>in-network providers</u> : \$4,000/individual - employee only or \$8,000/family maximum (no more than \$6,850 per individual - within a family) For <u>out-of-network providers</u> : \$8,000/individual - employee only or \$16,000/family maximum (no more than \$16,000 per individual - within a family) Combined medical/behavioral and pharmacy <u>out-of-pocket limit</u>	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 <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been 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 <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .

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

		What Y		
Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	10% coinsurance/visit	30% coinsurance	None
	Specialist visit	10% coinsurance/visit	30% coinsurance	None
If you visit a health care provider's office or clinic	<u>Preventive care</u> / <u>screening</u> / immunization	No charge/visit** No charge/ <u>screening</u> ** No charge/immunizations** ** <u>Deductible</u> does not apply	30% <u>coinsurance</u> /visit 30% <u>coinsurance</u> / <u>screening</u> 30% <u>coinsurance</u> / immunizations	None None None You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
lf you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	None

Common		What You			
Medical Event	Services You May Need	ces You May Need In-Network Provider Out-of-Network Provider (You will pay the least) (You will pay the most)		Limitations, Exceptions, & Other Important Information	
	Generic drugs (Tier 1)	No charge/prescription (retail); No charge/prescription (home delivery)	50% <u>coinsurance</u> /prescription (retail); Not covered (home delivery)	Coverage is limited up to a 30-day supply (retail) and a 90-day supply (home delivery).	
If you need drugs to treat your illness or condition More information about	Preferred brand drugs (Tier 2)	30% <u>coinsurance</u> /prescription (retail); 30% <u>coinsurance</u> /prescription (home delivery)	50% <u>coinsurance</u> /prescription (retail); Not covered (home delivery)	Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits.	
prescription drug coverage is available at www.cigna.com	Non-preferred brand drugs (Tier 3)	30% <u>coinsurance</u> /prescription (retail); 30% <u>coinsurance</u> /prescription (home delivery)	50% <u>coinsurance</u> /prescription (retail); Not covered (home delivery)	For drugs in the Cigna Patient Assurance Program you may pay less than the noted retail or home delivery cost share amounts. In-network Federally required preventive drugs will be provided at no charge.	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	None	
ourgery	Physician/surgeon fees	10% coinsurance	30% coinsurance	None	
	Emergency room care	10% coinsurance	10% coinsurance	None	
If you need immediate medical attention	Emergency medical transportation	10% coinsurance	10% coinsurance	None	
and a second second	Urgent care	10% coinsurance	10% coinsurance	None	
lf you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.	
	Physician/surgeon fees	10% coinsurance	30% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.	
If you need mental health,	Outpatient services	10% <u>coinsurance</u> /office visit 10% <u>coinsurance</u> /all other services	30% <u>coinsurance</u> /office visit 30% <u>coinsurance</u> /all other services	None	
behavioral health, or substance abuse services	Inpatient services	10% coinsurance	30% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification.	

		What Yo	Limitations, Exceptions, & Other	
Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Important Information
The second second	Office visits	10% coinsurance	30% coinsurance	Primary Care or Special st benefit
12 8 4 5	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	levels apply for initial visit to confirm pregnancy.
If you are pregnant	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for preventive services. Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).

Common		What Y			
Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information	
	Home health care	10% <u>coinsurance</u>	25% coinsurance	Coverage is limited to 80 days annual max. 16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)	
	Rehabilitation services	10% <u>coinsurance</u> /visit	30% <u>coinsurance</u> /visit	Coverage is limited to annual max of 50 days for <u>Rehabilitation</u> , Cardiac rehab and Chiropractic care services. Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.	
lf you need help recovering or have other special health needs	Habilitation services	10% <u>coinsurance</u> /visit	30% <u>coinsurance</u> /visit	Services are covered when <u>Medically</u> <u>Necessary</u> to treat a mental health condition (e.g. autism). Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.	
	Skilled nursing care	10% coinsurance	30% coinsurance	Lesser of 50% of covered expenses or \$500 penalty for no out-of-network precertification. Coverage is limited to 60 days annual max.	
	Durable medical equipment	10% coinsurance	30% coinsurance	None	
	Hospice services	10% <u>coinsurance</u> /inpatient services 10% <u>coinsurance</u> /outpatient services	30% <u>coinsurance</u> /inpatient services 30% <u>coinsurance</u> /outpatient services	Lesser of 50% of covered expenses or \$500 penalty for failure to precertify out-of-network inpatient <u>hospice</u> services.	
If your ohild noode dontel	Children's eye exam	10% coinsurance/visit	10% coinsurance/visit	One exam every 24 months	
If your child needs dental or eye care	Children's glasses	Not covered	Not covered	None	
or eye care	Children's dental check-up	Not covered	Not covered	None	

## Excluded Services & Other Covered Services:

Servio	es Your Plan Generally Does NOT Cover (Check y	our	policy or plan document for more information a	nd a I	ist of any other excluded services.)
•	Acupuncture	•	Dental care (Children)	٠	Private-duty nursing
•	Cosmetic surgery		Long-term care	٠	Routine foot care
•	Dental care (Adult)	•	Non-emergency care when traveling outside the	٠	Weight loss programs
_			U.S.		
Other	Covered Services (Limitations may apply to these	sei	vices. This isn't a complete list. Please see your	plan	document.)
•	Bariatric surgery (if you qualify for coverage)	٠	Hearing aids (coverage through age 12)	٠	Routine eye care (Adult) (one exam every 24
	Chiropractic care (combined with Rehabilitation	•	Infertility treatment		months)
	Services)				

#### Your Rights to Continue Coverage:

#### Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your <u>plan</u> for a denial of a <u>claim</u>. This complaint is called a <u>grievance</u> or <u>appeal</u>. For more information about your rights, look at the explanation of benefits you will receive for that medical <u>claim</u>. Your <u>plan</u> documents also provide complete information on how to submit a <u>claim</u>, <u>appeal</u> or a <u>grievance</u> for any reason to your <u>plan</u>. For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-800-Cigna24. Additionally, a consumer assistance program can help you file your <u>appeal</u>. Contact: Connecticut Office of the Health Care Advocate at (866) 466-4446.

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

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

#### 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): Dinek'ehgo shika at'ohwol ninisingo, kwijijgo 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 <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. 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.

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(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall <u>deductible</u>	\$2,000
Specialist coinsurance	<b>10%</b>
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like: <u>Specialist</u> office visits *(prenatal care)* Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services <u>Diagnostic tests</u> *(ultrasounds and blood work)* <u>Specialist</u> visit *(anesthesia)* 

	640 700
Total Example Cost	\$12,700

#### In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$1,100
What isn't covered	the second
Limits or exclusions	\$20
The total Peg would pay is	\$3,120

Managing Joe's type 2 Diabetes<br/>(a year of routine in-network care of a well-<br/>controlled condition)The plan's overall deductible<br/>Specialist coinsurance\$2,000Specialist coinsurance<br/>Hospital (facility) coinsurance10%Other coinsurance<br/>10%10%This EXAMPLE event includes services like:<br/>Primary care physician office visits (including

disease education) <u>Diagnostic tests</u> (blood work) <u>Prescription drugs</u> Durable medical equipment (glucose meter)

Total Example Cost \$5,600

#### In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$50
What isn't covered	incond
Limits or exclusions	\$20
The total Joe would pay is	\$2,070

## Mia's Simple Fracture

(in-network emergency room visit and follow up care)

The plan's overall deductible	\$2,000
Specialist coinsurance	10%
Hospital (facility) coinsurance	<b>10%</b>
Other coinsurance	10%
This EXAMPLE event includes service	es like:

Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therapy)

Total Example Cost	\$2,800

#### In this example, Mia would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$80
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,080

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

Plan Name: CHSF3 CHSI3 HSAF3 HSAI3 Town of Putnam\_HSA OAP Coi Ben Ver: 20 Plan ID: 10535442

# DISCRIMINATION IS AGAINST THE LAW

#### Medical coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

#### Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna Nondiscrimination Complaint Coordinator PO Box 188016 Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, DC 20201 1.800.368.1019, 800.537.7697 (TDD) Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.



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#### **Proficiency of Language Assistance Services**

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

Chinese - 注意:我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶,請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224 (聽障專線:請撥 711)。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean - 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주십시오.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Arabic - برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711). **French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

Japanese - 注意事項:日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه میشود. برای مشتریان فعلی Cigna، لطفاً با شمارهای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوایان: شماره 711 را شمارهگیری کنید).

## SCHEDULE OF DENTAL BENEFITS

## **Coinsurance Dental Services**

BENEFITS	IN-NETWORK SERVICES
COINSURANCE BASIC BENEFITS	80% of the Maximum Allowable Amount
COVERED SERVICES	IN-NETWORK SERVICES
Oral examination, including Treatment Plan	
Bitewing x-rays	1 series of 2 per Member per Calendar Year
Periapical x-rays	
Topical fluoride application	2 per Member per Calendar Year for Members under age 19
Prophylaxis (cleaning) or periodontal maintenance procedure	Combination of 2 per Member per Calendar Year
Relining of dentures	1 per Member in any 2 consecutive years
Repairs of broken removable dentures	l repair per Member per Calendar Year
Palliative emergency treatment	
Routine fillings	1 per tooth surface in any consecutive 12-month period
Stainless steel crowns (primary teeth)*	1 per tooth in 5 years
Simple extractions**	
Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)	

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

#### Participating Dentist Benefits

Anthem BCBS will pay the lesser of 80% of the Dentist's usual charge or 80% of 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 Member, except as otherwise specified in this Section.

#### Non-Participating Dentist Benefits

Anthem BCBS will pay 80% of the Maximum Allowable Amount as determined by Anthem BCBS. The Member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

## SCHEDULE OF DENTAL BENEFITS

## **Full Dental Services**

BENEFITS	IN-NETWORK SERVICES
FULL SERVICE BASIC BENEFITS	100% of the Maximum Allowable Amount
COVERED SERVICES	IN-NETWORK SERVICES
Oral examination, including Treatment Plan	
Bitewing x-rays	1 series of 2 per Member per Calendar Year
Periapical x-rays	
Topical fluoride application	2 per Member per Calendar Ycar for Members under age 19
Prophylaxis (cleaning) or periodontal maintenance procedure	Combination of 2 per Member per Calendar Year
Relining of dentures	1 per Member in any 2 consecutive years
Repairs of broken removable dentures	1 repair per Member per Calendar Year
Palliative emergency treatment	
Routine fillings	1 per tooth surface in any consecutive 12-month period
Stainless steel crowns (primary teeth)*	1 per tooth in 5 years
Simple extractions**	
Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)	

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

#### **Participating Dentist Benefits**

Anthem BCBS will pay the lesser of the 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 Member, except as otherwise specified in this Section.

#### **Non-Participating Dentist Benefits**

Anthem BCBS will pay the Maximum Allowable Amount as determined by Anthem BCBS. The Member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.