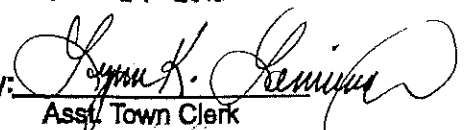


AGREEMENT BETWEEN
TOWN OF EAST WINDSOR
AND
LOCAL 818 OF COUNCIL #4, AFSCME, AFL-CIO
- SUPERVISORS -

July 1, 2017 through June 30, 2021

RECEIVED
Town of East Windsor
Town Clerks Office

JUN 27 2019

By: 
Asst. Town Clerk

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JAN 15 2008

John J. Davis

PREAMBLE

This Collective Bargaining Agreement ("Agreement") has as its purpose and intent the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives.

AGREEMENT

THIS AGREEMENT by and between the TOWN OF EAST WINDSOR, hereinafter referred to as the "Town" or the "Employer", and LOCAL 818 OF CONNECTICUT COUNCIL #4, AFSCME, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

Pursuant to the Certification dated August 18, 1992, the Town hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment, in accordance with the Municipal Employee Relations Act, as amended, for all supervisory employees of the Town of East Windsor including Assessor, Building Official, Director of Recreation and Community Services, Town Planner, Assistant Town Planner, Town Clerk, Tax Collector, Police Records Manager, and Public Works Operations Manager.

Pursuant to the Certification of the Connecticut State Board of Labor Relations Decision No. ME-14,879, dated October 28, 1992, the Town hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment, in accordance with the Municipal Employees Relations Act.

ARTICLE II **UNION SECURITY AND UNION DUES OR FEE CHECKOFF**

Section A

1. The Town agrees to deduct from the pay of all its employees who authorize in writing such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and services fees, as may be fixed by the Union.
2. All sums deducted shall be remitted to Council #4 each second pay period and shall be accompanied by a record of those from whom deductions have been made with the amounts of such deductions.

Section B

1. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the Employer in reliance upon the check off provisions of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the Employer. The Employer shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings without cost to the Employer, and in the event the Union fails to defend such suits or proceedings, the Employer shall undertake such defense and all costs thereof shall be charged to the Union.
2. The Employer shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.

Section C

The Town will provide each employee with a copy of this Agreement via email, within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement via email, within thirty (30) days after the date of the signing of this Agreement. Two (2) original copies of the Agreement will be provided to the Union.

Section D

The Town agrees that any employee who voluntarily elects to make a Public Employees Organizing to Promote Legislative Equality (PEOPLE) contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III **NO DISCRIMINATION**

The Town of East Windsor is an equal opportunity employer in accordance with all federal and state laws, statutes and regulations.

The policy of the Town and the Union is not to discriminate against any employee due to race, religion, national origin, color, sex, age, creed, marital status, sexual orientation, gender identity or expression, political affiliations or union membership.

Residency shall not be a term or condition of employment for any member of this bargaining unit.

ARTICLE IV

SENIORITY

Section A

The Town shall prepare a list of employees in the bargaining unit showing their seniority and length of service with the Town and deliver the same to the Union upon the signing of this Agreement. The Town will furnish the Union with an updated seniority list each year during the month of July. The length of unbroken service of the employee with the Town shall determine the seniority of the employee. Unbroken service for purposes of this contract shall include approved absences and leaves of absences. The principle of seniority within the bargaining unit shall govern and control in all cases except that Departmental Seniority shall control when there is a reduction in the work force. This section shall be read together with Section D for purposes of filling vacancies.

Section B

The probationary period for all new employees shall be six (6) months during which time the employee shall have no seniority rights. The probationary period may be extended by mutual agreement between the Town and the Union. They shall not be entitled to use vacation time or personal time. Employees may be terminated during the probationary period for any reason and shall have no recourse to the grievance procedures provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire.

Section C

When an employee is promoted to a higher job level, such a promotion shall be considered probationary until such employee has satisfactorily completed a probationary period of sixty (60) calendar days. In the event that the employee does not successfully complete the probationary period, he/she shall be returned to her/his former position.

Section D

1. When the Town decides to fill a vacant bargaining unit position, the Town shall send an email to each of the bargaining unit members with a notice of the vacancy. Said notice shall include the job description for the position. Within seven (7) days after the notice of the position is emailed, interested bargaining unit employees shall apply for the position in writing or by email to the First Selectman.

2. The most qualified applicant with the most seniority in the department where the vacancy exists shall be given the first opportunity to fill a promotional vacancy for which he/she is qualified. If no employee in the department where the vacancy exists applies or qualifies for the vacancy, then the senior bargaining unit member who applies and is qualified shall be given the first opportunity to fill the promotional vacancy. Qualified applicant for purposes of this section shall be determined on a case by case basis.
3. Copies of the job posting, a list of the Union members bidding for the job and the name of the person appointed, shall be sent to the Union President at the time of appointment.

Section E

Seniority rights shall be lost for the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Unauthorized absence from work for ten (10) consecutive working days.
5. Lay-off in excess of recall rights or loss of recall rights.

Section F

1. The Union President shall be given seven (7) days advanced notice of any layoffs of bargaining unit members. Layoffs shall take effect in inverse order of seniority. Laid-off full time employees with the most departmental seniority shall be rehired first. No new employee shall be hired until all laid-off employees have been given the opportunity to return to work. The above is limited to a one (1) year period from date of layoff.
2. Employees on layoff are required to maintain their current mailing address on file with the Town. Recall letters will be sent by certified mail to the address on file. Refusal by a laid-off employee to accept recall shall result in the loss of any further recall rights. Failure to respond to a recall notice within ten (10) working days from its date will be construed as a refusal to accept recall.

ARTICLE V

REGULAR HOURS OF WORK

The regular work week shall be thirty-five (35) hours per week, Monday through Friday. The employees shall work Monday, Tuesday and Wednesday, 8:30 a.m. through 4:30 p.m., excluding one (1) hour for lunch. On Thursday, employees shall work from 8:30 am. to 7:00 p.m., excluding one (1) hour for lunch, and including a paid twenty (20) minute evening break. On Friday, employees shall work from 8:30 a.m. to 1:00 p.m. The current practice of a 15-minute coffee break shall be continued.

Notwithstanding the above, the Public Works Operations Manager's regular work week shall be forty (40) hours per week.

Employees shall receive compensatory time for scheduled night meetings.

The work week may be flexible within the context of a thirty-five (35) hour week, by mutual agreement.

ARTICLE VI

WAGES¹

Section A

Building Official

July 1, 2016 \$79,087
July 1, 2017 \$79,087
July 1, 2018 \$82,483.78
July 1, 2019 \$84,339.67
July 1, 2020 \$86,237.73

Town Planner

July 1, 2016 \$83,604
July 1, 2017 \$83,604
July 1, 2018 \$87,194.79
July 1, 2019 \$89,156.67
July 1, 2020 \$91,162.69

Director of Recreation and Community Services

July 1, 2016 \$62,304
July 1, 2017 \$62,304
July 1, 2018 \$92,025
July 1, 2019 \$94,095.56
July 1, 2020 \$96,212.71

Assessor

July 1, 2016 \$76,053
July 1, 2017 \$76,053
July 1, 2018 \$79,319.48
July 1, 2019 \$81,104.16
July 1, 2020 \$82,929.01

1. For 2017-18, a non-retro 2% wage increase was negotiated. For 2018-19, a 2.25% wage increase was negotiated to be retroactively effective July 1, 2018 for any employee who is actively employed on the date of ratification. For 2019-2020 and 2020-21, a 2.25% wage increase was negotiated. Also, effective July 1, 2019, the salaries of the Town Clerk and Tax collector are to be adjusted by \$2000 and the salary of the Police Records Manager is to be adjusted by \$1000.

Town Clerk

July 1, 2016 \$61,761
July 1, 2017 \$61,761
July 1, 2018 \$64,413.63
July 1, 2019 \$67,907.94
July 1, 2020 \$69,435.87

Tax Collector

July 1, 2016 \$62,304
July 1, 2017 \$62,304
July 1, 2018 \$64,979.96
July 1, 2019 \$68,487.01
July 1, 2020 \$70,027.96

Assistant Town Planner

July 1, 2016 \$56,798
July 1, 2017 \$56,798
July 1, 2018 \$59,237.47
July 1, 2019 \$60,570.32
July 1, 2020 \$61,933.15

Police Records Manager

July 1, 2016 \$58,076
July 1, 2017 \$58,076
July 1, 2018 \$60,570.36
July 1, 2019 \$62,955.70
July 1, 2020 \$64,372.20

Public Works Operations Manager

July 1, 2016 \$78,000
July 1, 2017 \$78,000
July 1, 2018 \$81,350.10

July 1, 2019 \$83,180.48
July 1, 2020 \$85,052.04

Section B

The Town has the discretion to pay a new employee at five percent (5%) less than the salaries listed above during the Probationary Period. The salaries shall be adjusted to the above listed rates after the successful completion of probation.

Section C

Commencing with the next pay period after ratification by the parties, wage payments shall be paid on a biweekly basis. Employees shall be paid on alternating Thursdays for work performed during the previous two (2) weeks.

Section D

Use of a personal car for business purposes must receive prior approval. The employee will be reimbursed for mileage at the current IRS rate in the pay period following the submission of the Town's mileage reimbursement form.

ARTICLE VII OVERTIME AND CALL IN

Section A

Employees shall be compensated at time and one-half for all hours actually worked in excess of forty (40) hours in a regularly scheduled work week. Hours worked between thirty-five (35) and forty (40) shall be compensated at straight time and/or compensatory time. Employee(s) requested to work overtime shall be given reasonable notice except in case of emergency. All overtime must be pre-approved by the First Selectman.

Section B

Any employee who is called back in to work after completion of a regularly scheduled work day or called into work prior to the beginning of the scheduled work day, shall receive payment at the applicable overtime premium rate for all hours actually worked in no event less than two (2) hours straight time.

Section C

The employer may award either compensatory time or wages at the rate of time and one half for overtime.

Section D

Overtime work assigned on Sunday shall be compensated at double the employee's regular straight time hourly rate.

ARTICLE VIII **INSURANCE**

Section A

1. Through June 30, 2019, the Town shall offer eligible employees (defined for purposes of this Article as persons regularly working thirty-five (35) or more hours per week) and their dependents the following health insurance options:
 - a. Anthem Blue Cross/Blue Shield Plans, as more particularly set forth in Appendix "A" attached hereto; and
 - b. A different plan or plans offering substantially equivalent coverage.
 - c. The Town has the option of providing hospitalization, medical and dental coverage through another plan and/or insurance carrier provided that advance notice is given to the Union and provided that the substituted coverage provides substantially equivalent or better benefits and services than the coverage then in effect. The Town will not raise the employee premium cost share on medical insurance without an agreement reached during contract negotiations. Once the Union is notified that the Town intends to change insurance plans and/or carriers, the Union will have fifteen (15) days to examine the new coverage. The Town will make every effort to have its insurance representative meet with the Union to answer any questions that the Union may have during this period.
2. If the Union feels the new coverage is not substantially equivalent to the policy in effect, it must object to the change in writing during the fifteen (15) day period, with a statement of the reasons for the objection.
3. If an objection is made by the Union, the Town will not implement a change to the new plan and/or carrier until the parties reach agreement or until an arbitrator has decided that the substitute coverage is substantially equivalent to the current coverage provided herein.
4. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith, or if the parties cannot agree, a request for arbitration shall be submitted forthwith to the American Arbitration Association.

- a. The issue submitted to the arbitrator will be: Is the insurance coverage under the substitute plan and/or carrier's policy substantially equivalent to the insurance coverage under the policy currently in effect?
 - b. The arbitrator must render his decision within thirty (30) days. All references herein to days shall mean calendar days. The Town shall pay the full cost charged by the arbitrator and the American Arbitration Association.
 - c. The arbitrator will accept revisions to the initial draft of the substitute plan and/or insurance carrier's policy up to and including the final day of any hearing held to compare the current coverage and the proposed substitute coverage.
5. Effective July 1, 2019, bargaining unit employees who wish to receive health insurance through the Town shall participate in the State of Connecticut's Plan 2.0 for health insurance, vision, and its Dental Plan 2.

6. **Insurance Premium Contributions**

- Effective and retroactive to January 1, 2019, employees shall pay 13% of the premium cost for Health, Vision, and Dental insurance and the Town shall pay the remaining 87%.
 - Effective July 1, 2020, employees shall pay 14% of the premium cost for Health, Vision, and Dental insurance and the Town shall pay the remaining 86%.
 - Effective January 1, 2021, employees shall pay 15% of the premium cost for Health, Vision, and Dental insurance and the Town shall pay the remaining 85%.
7. Any eligible employee may elect to waive the medical care insurance coverage, and in lieu thereof, will receive the following a yearly sum:
- Waiver of Single Coverage: \$2500; or
 - Waiver of Employee + 1 Coverage: \$3000; or
 - Waiver of Family Coverage: \$4000.

Employees who elect to make such a waiver shall notify the Town in writing by July 1 of any year of this agreement that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans.

- a. The Town shall make payment to all employees eligible in accordance with the above in the following manner: One-half paid in the first pay period in December; and one-half paid in the first pay period in July.
- b. Any eligible employee who has notified the Town in accordance with Section 3.a above and whose insurance coverage and participation has been canceled, or any eligible employee not participating in the insurance plan(s), may make written request for reinstatement or enrollment in the plans. Upon such written request and subject to any regulations, restrictions or waiting periods which may be in effect at the time, the eligible employee shall be reinstated in accordance with said regulations, restrictions or waiting periods.
- c. Any eligible employee who enrolls in the insurance plan(s) in accordance with Section 1.a. above shall receive pro rata partial payment of the waiver described in Section 1.a. above for those months during which he/she was not participating in or covered by the insurance plan(s).

Section B

The Town will provide and pay for the cost of the following additional insurance for eligible employees:

1. Until June 30, 2019, the Town shall provide for eligible employees only the Blue Cross Full-Service Dental Plan, or equivalent plan. The Town shall Provide Riders A, B, C and D for each employee. The Town shall also allow the employee to choose dependent coverage including for Riders A, B, C and D with the employee being responsible for one hundred (100%) percent of such additional premiums.

Effective July 1, 2019, employees and their dependents shall participate in the State of Connecticut's Dental Plan 2. Employees shall pay the same premium cost share as health insurance for dental dependent coverage.

2. The Town will provide a life insurance policy to employees within thirty (30) days of hire. The life insurance policy shall provide for a death benefit equivalent to one (1) year base salary or \$50,000 whichever is greater.

Section C

All employee contributions to the cost of insurance made pursuant to the terms of this Article shall be subject to an IRS Section 25 pre-tax arrangement to the extent permitted by law.

Section D

The Pension Plan currently in effect shall be continued throughout the term of this Collective Bargaining Agreement.

ARTICLE IX

SICK LEAVE

Section A

Sick leave is defined as the authorized absence from duty with pay for any of the following reasons:

1. Personal illness of the employee.
2. Incapacity or injury to the employee for which the employee is not eligible for Workers' Compensation.
3. To meet dental or medical appointments, provided that it is not possible to arrange for such dental or medical appointments at a time other than when the employee is to be on duty.
4. For illnesses or physical incapacity in the employee's immediate family not to exceed five (5) days per year.

Section B

Employees hired before January 1, 1993 shall earn and accrue one and one-quarter (1-1/4) days of sick leave for each month of actual service (fifteen (15) days in any twelve (12) month period). Each sick day shall be paid at one fifth (1/5) of the hours of a regular work week of such employees. Sick days may be accumulated up to a maximum of one hundred and forty (140) working days. Sick time may be utilized in increments of not less than one-half (1/2) day. Any employee who is laid off, retires, or voluntarily terminates after ten (10) years of service under the Town pension plan shall receive full payment at his/her current salary for all sick time not used.

All employees hired on or after January 1, 1993 shall be subject to all of the same provisions except that any employee hired after January 1, 1993 who is laid-off, retires, or voluntarily terminates after ten (10) years of service under the Town Pension Plan shall receive payment at his/her current salary for one quarter (1/4) or twenty-five (25%) percent of all unused sick days up to a maximum of thirty-five (35) days.

Section C

In order to earn sick leave credits in any month of service, an employee must have worked or been approved vacation or sick leave a minimum often (10) working days during the month.

Section D

A medical certificate acceptable to the employer may be required as a condition of authorizing sick leave.

Section E

Any employee who uses no sick leave in a fiscal year shall be awarded one (1) day off with pay. (Non-accumulative)

Section F

An employee may donate sick leave to another employee who is in need due to extended illness, injury or incapacity.

ARTICLE X LEAVES

Section A - Personal Leave

1. Each employee upon satisfactory completion of the probationary period, shall be credited with four (4) personal days which may be utilized in the first year of employment.

Thereafter on the employee's anniversary date of hire, the employee shall be credited with four (4) personal leave days which may be used in the ensuing year. Personal days may not be accumulated or carried over from one year to another without written prior approval from the First Selectman.

2. Personal leave may be utilized in increments of not less than half days.
3. Request to use personal days must be approved by the First Selectman or his/her immediate supervisor after being submitted in writing forty-eight (48) hours in advance. In emergency situations, this requirement shall be waived by the employer.

Section B - Jury Duty

Employees who are required to serve jury duty shall be permitted leave with full pay in accordance with state and federal law to do so, provided the Town is reimbursed by the employee to the extent compensation is received as a juror.

Employees must provide the Town with evidence of juror service.

Section C - Bereavement Leave

1. In the event of the death in an employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than three (3) scheduled working days up to and including the day of the funeral. "Immediate family" is defined as including mother, father, step-mother, step-father, sister, brother, spouse or child of an employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild. Employee will be required to provide proof of death if requested by the Town.
2. Not more than two (2) scheduled working days shall be granted with pay at the employee's normal rate to permit an employee to attend the funeral, or memorial service of the employee's aunt, uncle, grandparent or other member of employee's household.

ARTICLE XI HOLIDAYS

Section A

Employees shall receive the following holidays on the days prescribed by state law:

New Year's Day	Memorial Day
Martin Luther King Day	President's Day
Good Friday	Independence Day
2 (two) Floating Holidays	Christmas
Labor Day	
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving

Section B

When a holiday occurs, employees shall receive the day off with pay. If employees are required to work on the holiday, they shall be paid double time for all hours actually worked on the holiday and shall collect normal pay for the remaining hours in the work day not actually worked. All holiday work must be approved in advance by the First Selectman/Employer.

Section C

To the extent applicable, holidays shall be observed as indicated in the Connecticut General Statutes. When a holiday falls on a Saturday or Sunday, it will be observed on either the Friday before or the Monday after the holiday, as determined by the Town. The Town shall post a list of the dates on which the holidays will be observed for the coming year on July 1 of each year.

Section D

In order to be eligible for a holiday, an employee must work or be on approved paid leave or vacation, the day immediately preceding and following the day on which the holiday is observed. When any of these holidays shall occur while an employee is out on sick leave, is out of work on workers' compensation leave, he/she shall not be paid wages for that day (however, his/her workers' compensation benefits will apply), he/she shall be paid for the holiday and no charge to sick leave shall be made for that day. When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay.

ARTICLE XII VACATION

Section A

Employees shall earn and accrue paid vacation time in accordance with the following schedule:

- a. Date of hire through completion of five (5) years of continuous service – 5/6th day per month (10 days per year).
- b. Beginning with the sixth (6th) year through completion off the tenth (10th) year of continuous employment - 1-1/2 days per month (18 days per year).
- c. Beginning with the eleventh (11th) year of continuous employment - 1-2/3 days per month (20 days per year).
- d. Beginning with the twenty-first (21st) year of service, employees shall earn an additional one (1) day of vacation per year up to a maximum of twenty-five (25) days.

Section B

The time for taking vacation is subject to the final approval by the First Selectman. Where more than one employee requests vacation at the same time and only one can be permitted, seniority shall control. Vacation requests must be submitted to the First Selectman or the employee's immediate supervisor at least one week in advance of the requested vacation date.

Section C

Vacations may be approved in units of one-half (1/2) day or more.

Section D

It is the policy of the Town that vacation time shall be taken during the year it is accrued. Vacation credit may be carried forward from one year to the next subject to the final approval by the First Selectman/employer provided that no employee may carry over more than twenty-five (25) days' vacation at any given time.

Section E

Accumulated vacation pay shall be granted to an employee in the event of termination of service other than for just cause and upon fifteen (15) working days' written notice in the case of a resignation. Pro rata accumulated vacation leave shall not be granted to employees who terminate service with the Town during the probationary period. Employees shall receive full payment at his/her current salary for all vacation time.

Section F

In the event of an employee's death, the employee's estate shall receive full compensation for the employee's unused and accumulated vacation leave.

ARTICLE XIII **MANAGEMENT RIGHTS**

All rights, powers, authority and functions of the Town, including those formerly exercised by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management and operation of the Town services, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of the number and type of jobs; the determination of reasonable standards of work; the establishment and enforcement of reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the selection and direction of the work force, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; the right to maintain order and efficiency.

ARTICLE XIV
GRIEVANCE AND ARBITRATION PROCEDURES

Section A

The term "grievance, is defined as an alleged violation, misapplication or misinterpretation of any of the specific provisions of this collective bargaining agreement.

Section B

1. Step I - Within ten (10) working days from the date the employee or the Union knows or in the exercise of reasonable diligence should have known of the event giving rise to the grievance the employee or Union shall submit the grievance in writing to his/her immediate supervisor. The grievance must state the facts supporting it and the provision of this Agreement alleged to be violated. The supervisor shall attempt to resolve the matter at this level. In any event, the supervisor shall respond to the grievance in writing within five (5) working days.

2. Step II - If the employee and/or the Union is dissatisfied with the response at Step 1, a meeting with the First Selectman must be requested within five (5) working days from receipt of the Step I response. Thereafter, the First Selectman or his/her designee shall hold a meeting within seven (7) working days, to review the grievance with all concerned parties. The First Selectman, or the designee shall reply to the grievance in writing within five (5) working days after the date of the conference.

3. Mediation - If the Union feels that further review is justified, before submitting the grievance to Step III, the Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. Written request for mediation to the State Board must be made within twenty (20) days of receipt of the Town's Step II answer.

4. Step III - In the event the employee and/or the Union wish to further review the matter, the Union must file a request for arbitration within twenty (20) days of the date of the Step II reply or the conclusion of the unsuccessful mediation if mediation is pursued. Said request is to be filed with the Connecticut State Board of Mediation and Arbitration, with a copy to the First Selectman.

Section C

The Arbitrator(s) provided for in Step III shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The Arbitrator(s) jurisdiction to make an award shall be confined to the interpretation and application of the provisions of this Agreement.

The Arbitrator(s) shall not have jurisdiction to make an award which has the effect of adding to, deleting from or modifying in any way the provisions of the Agreement or any written policy, rule or regulation in effect at the time of the occurrence. The decision of the Arbitrator(s) shall be final and binding upon both parties, provided it is in accordance with law.

Section D

Arbitration fees and expenses shall be paid as required by the State Board of Mediation and Arbitration. Each party shall be responsible for the cost of presenting their respective case.

Section E

Failure of the employee or Union to respond to or appeal the decision on a grievance to the next step within the required time period shall be deemed to be acceptance of the decision at the previous step. If the Town does not respond to a grievance within the required time period, the grievance may be appealed to the next step.

ARTICLE XV **DISCIPLINARY ACTIONS**

Section A

No employee covered by this Agreement shall be disciplined except for just cause.

Section B

Disciplinary action may include, but not be limited to: verbal warnings; written warnings; suspension with or without pay; and discharge.

Section C

In the case of any written warnings, suspension or discharge, the affected employee shall be furnished a written statement that states the reason for such action.

Section D

At the request of the employee, all warning letters shall be removed from the employee's personnel file after the first anniversary of the occasion giving rise to the discipline. The records shall be maintained for three (3) years in a separate supervisory file.

ARTICLE XVI
UNION BUSINESS LEAVE

Section A

A Union Representative and the grievant(s) shall be afforded the time off with pay to participate in the grievance procedure including mediation and/or arbitration hearings when held during regular scheduled working hours.

Section B

A Union Representative shall be afforded time off with pay to participate in contract negotiations, mediation, fact-finding, and binding arbitration.

ARTICLE XVII
NO STRIKE/NO LOCKOUT

It is agreed by and between the parties hereto that there will be no concerted failure to report to work or refusal to render services, cessation or interruption of work, slow down, strike, or lockout during the term of this Agreement or any extension hereto by agreement or operation of law.


ARTICLE XVIII
TUITION REIMBURSEMENT

All non-probationary employees are eligible for tuition and conference reimbursement for job related classes and programs. Reimbursement to all eligible employees shall be limited to a maximum of \$1,200 reimbursement per employee per year subject to prior written approval by the First Selectman, and proof of a passing grade or completion if no grade is given.

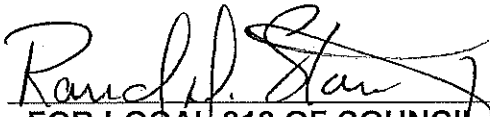
ARTICLE XIX
DURATION

This Agreement shall be effective from July 1, 2017 and shall remain in full force and effect until June 30, 2021. However, except as expressly provided in this Agreement, the terms of this Agreement are only applicable beginning from the date of ratification.

IN WITNESS WHEREOF, the parties have set their hands this 27th day of June 2019.



FOR THE TOWN OF EAST WINDSOR
Its First Selectman



FOR LOCAL 818 OF COUNCIL #4
Its President



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

CONNECTICUT PARTNERSHIP PLAN

2.0

POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.
Outside your carrier's immediate service area: no co-pay.

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

CONNECTICUT PARTNERSHIP PLAN

2.0

POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient	\$0	20% of allowable UCR* charges
Hospital Care		
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.



CONNECTICUT PARTNERSHIP PLAN

2.0

A MESSAGE FROM UNITEDHEALTHCARE

We are dedicated to helping people live healthier lives. This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.

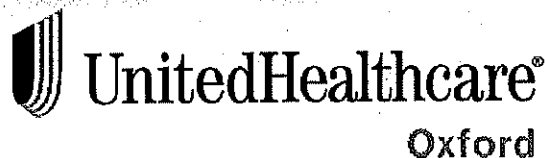
Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call®

Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford-On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

CONNECTICUT PARTNERSHIP PLAN

2.0

PRESCRIPTION DRUGS

PRESCRIPTION DRUGS	Maintenance ⁺ (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating the State of Connecticut Maintenance Drug Network.

*Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request stating that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

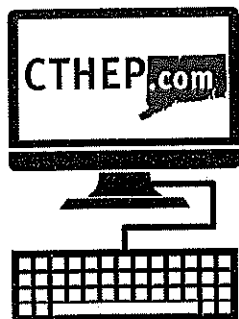
Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

*Dental cleanings are required for all members who are participating in the Partnership Plan

**Or as recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.



CONNECTICUT PARTNERSHIP PLAN

2.0

YOUR BENEFIT RESOURCES

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner

860-702-3560

UnitedHealthcare Oxford

http://partnershipstateofct.welcometouhc.com

Prior to Effective Date: 1-800-760-4566

After Effective Date: 1-800-385-9055

Caremark (Prescription drug benefits)

www.caremark.com

1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct

1-800-244-6224

*Health Enhancement Program (HEP) Care Management Solutions
(an affiliate of ConnectiCare)*

www.cthep.com

1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

Cigna Dental Benefit Summary
Town of East Windsor - Enhanced Plan with HEP
Plan Effective Date: 07/01/2019



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Cigna Dental PPO

Network Options	In-Network: State of Connecticut Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Allowable Charge	
Calendar Year Benefits Maximum Class I, II, III, VII Dental Implants	\$3,000 No Calendar year maximum for Periodontal Maintenance and Periodontal Scaling & Root Planing Dental Implants \$500			
Annual Deductible Individual Family	\$25 \$75		\$25 \$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Exams Routine Cleanings Fluoride Application Sealants Bitewing X-rays Full Mouth X-rays Panoramic X-ray	100% No Deductible	0% No Deductible	100% No Deductible Maximum Allowable Charge	0% No Deductible Maximum Allowable Charge
Class II: Basic Restorative Fillings (amalgam & composite) Space Maintainers Emergency Care to Relieve Pain Oral Surgery – Simple Extractions Oral Surgery – All Except Simple Extractions Surgical Extractions of Impacted Teeth Anesthesia Major/Minor Periodontics Root Canal Therapy / Endodontics Denture Adjustments and Repairs Repairs to Bridges, Crowns and Inlays	80% After Deductible	20% After Deductible	80% After Deductible Maximum Allowable Charge	20% After Deductible Maximum Allowable Charge
Class III: Major Restorative Crowns / Inlays / Onlays Prosthesis Over Implant Stainless Steel/Resin Crowns	67% After Deductible	33% After Deductible	67% After Deductible Maximum Allowable Charge	33% After Deductible Maximum Allowable Charge
Class IV: Orthodontia Coverage for adults and dependent children \$1,500 Lifetime Maximum	50% No Deductible	50% No Deductible	50% No Deductible Maximum Allowable Charge	50% No Deductible Maximum Allowable Charge
Class VI: Periodontal Maintenance Periodontal Maintenance No Maximum	100% No Deductible	0% No Deductible	100% No Deductible Maximum Allowable Charge	0% No Deductible Maximum Allowable Charge
Class VII: Prosthetics Bridges Dentures	50% After Deductible	50% After Deductible	50% After Deductible Maximum Allowable Charge	50% After Deductible Maximum Allowable Charge
Class VIII: Periodontal Scaling and Root Planing Periodontal Scaling and Root Planing No Maximum	80% After Deductible	20% After Deductible	80% After Deductible Maximum Allowable Charge	20% After Deductible Maximum Allowable Charge
Class IX: Implants \$500 Calendar Year Maximum	50% After Deductible	50% After Deductible	50% After Deductible Maximum Allowable Charge	50% After Deductible Maximum Allowable Charge
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			

Non-Network Reimbursement	Maximum Allowable Charge
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
Annual Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Late Entrant Limitation Provision	No coverage until next open enrollment.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not apply to fillings.
Oral Health Integration Program	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.

Benefit Limitations:

Missing Tooth Limitation	Not applicable.
Oral Exams	2 per calendar year
X-rays (routine)	Bitewings: 1 per calendar year
X-rays (non-routine)	Full mouth: 1 every 5 calendar years; Panorex: 1 every 5 calendar years
Cleanings	2 routine and 2 periodontal cleanings per calendar year
Fluoride Application	2 per calendar year for children under 16 years of age
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 3 calendar years on children under 16
Space Maintainers	Limited to non-orthodontic treatment for children under age 16
Study Models or Diagnostic Casts	Payable only when in conjunction with ortho work up
Periodontal Treatment	Various limitations depending on the service, Frequency limit of once per 24 months
Periodontal Surgery	Various limitations depending on the service, Frequency limit of once per 36 months
Inlays and Crowns	Replacement every 7 years if unserviceable and cannot be repaired
Dentures, Bridges and Partials	Replacement every 7 years if unserviceable and cannot be repaired
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	1 per 7 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.

Benefit Exclusions:

Covered Expenses will not include, and no payment will be made for the following:

Procedures and services not listed under Benefit Highlights;

Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;

Restorative: Porcelain or acrylic veneers of crowns or pontics on, or replacing the upper and lower first, second and third molars;

Periodontic: bite registrations; splinting; Prosthodontic: precision or semi-precision attachments;

Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;

Athletic mouth guards; Replacement of a lost or stolen appliance; Services performed primarily for cosmetic reasons; Personalization;

Services that are deemed to be medical in nature; Services and supplies received from a hospital; Drugs: prescription drugs

Charges in excess of the Maximum Allowable Charge.

Contracted providers are not obligated to provide discounts on non-covered services and may charge their usual fees.

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail. Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network. All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELJ288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

Summary of Benefits Cigna Health and Life Insurance Company



Cigna Vision Town of East Windsor C1 - Custom PPO Comprehensive Plan

Welcome to Cigna Vision Schedule of Vision Coverage			
Coverage	In-Network Benefit	Out-of-Network Benefit	Frequency Period **
Exam Copay	\$15	N/A	12 months
Exam Allowance (once per frequency period)	Covered 100% after Copay	Up to \$45	12 months
Materials Copay	\$0	N/A	12 months
Eyeglass Lenses Allowances: (one pair per frequency period)			
Single Vision	Covered 100% after Copay	Up to \$40	12 months
Lined Bifocal	Covered 100% after Copay	Up to \$65	12 months
Lined Trifocal	Covered 100% after Copay	Up to \$75	12 months
Lenticular	Covered 100% after Copay	Up to \$100	12 months
Contact Lenses Allowances: (one pair or single purchase per frequency period)			
Elective	Up to \$360	Up to \$345	12 months
Therapeutic	Covered 100%	Up to \$345	12 months
Frame Retail Allowance (one per frequency period)	Up to \$175	Up to \$126	12 months
** Your Frequency Period begins the day after your last visit (Date of service basis)			
Definitions: Copay: the amount you pay towards your exam and/or materials, lenses and/or frames. (Note: copays do not apply to contact lenses). Coinsurance: the percentage of charges Cigna will pay. Customer is financially responsible for the balance. Allowance: the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance. Materials: eyeglass lenses, frames, and/or contact lenses.			
<ul style="list-style-type: none"> To receive in-network benefits, you cannot use this coverage with any other discounts, promotions, or prior orders. If you use other discounts and/or promotions instead of this vision coverage, or go to an out-of-network eye care professional, you may file an out-of-network claim to be reimbursed for allowable expenses. 			
In-Network Coverage Includes: <ul style="list-style-type: none"> One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses; One pair of standard prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms) <ul style="list-style-type: none"> Polycarbonate lenses for children under 18 years of age Oversize lenses Rose #1 and #2 solid tints Minimum 20% savings on all additional lens enhancements you choose for your lenses, including but not limited to: scratch/ultraviolet/anti-reflective coatings; polycarbonate (adults) all tints/photochromic (glass or plastic); and lens styles. Progressive lenses covered up to bifocal lens amount with 20% savings on the difference; 			

07/01/2017

- One frame for prescription lenses – frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance;
- One pair of contact lenses or a single purchase of a supply of contact lenses – in lieu of lenses and frame benefit, (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including the fitting and evaluation) and contact lens materials

* Provider participation is 100% voluntary; please check with your Eye Care Professional for any offered discounts.

Coverage for **Therapeutic** contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by your Vision eye care professional. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction will be covered in accordance with the Elective contact lens coverage shown on the Schedule of Benefits.

Healthy Rewards® - Vision Network Savings Program:

- When you see a Cigna Vision Network Eye Care Professional*, you can save 20% (or more) on additional frames and/or lenses, including lens options, with a valid prescription. This savings does not apply to contact lens materials. See your Cigna Vision Network Eye Care Professional for details.

What's Not Covered:

- Orthoptic or vision training and any associated supplemental testing
- Medical or surgical treatment of the eyes
- Any eye examination, or any corrective eyewear, required by an employer as a condition of employment
- Any injury or illness when paid or payable by Workers' Compensation or similar law, or which is work-related
- Charges in excess of the usual and customary charge for the Service or Materials
- Charges incurred after the policy ends or the insured's coverage under the policy ends, except as stated in the policy
- Experimental or non-conventional treatment or device
- Magnification or low vision aids not shown as covered in the Schedule of Vision Coverage
- Any non-prescription eyeglasses, lenses, or contact lenses
- Spectacle lens treatments, "add-ons", or lens coatings not shown as covered in the Schedule of Vision Coverage
- Prescription sunglasses
- Two pair of glasses, in lieu of bifocals or trifocals
- Safety glasses or lenses required for employment not shown as covered in the Schedule of Vision Coverage
- VDT (video display terminal)/computer eyeglass benefit
- Claims submitted and received in excess of twelve (12) months from the original Date of Service

How to use your Cigna Vision Benefits

(Please be aware that the Cigna Vision network is different from the networks supporting our health/medical plans).

1. Finding a doctor

There are three ways to find a quality eye doctor in your area:

1. Log in to **myCigna.com**, go to your Cigna Vision coverage page and select "View Details." Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision Directory.
2. Don't have access to **myCigna.com**? Go to **Cigna.com** and click on the orange Find a Doctor tab at the top. Then select "Vision Directory", for routine eye exams and eyewear services, from the Other Directories listed below.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision



customer service representative.

2. Schedule an appointment

Identify yourself as a Cigna Vision customer when scheduling an appointment. Present your Cigna or Cigna Vision ID card at the time of your appointment, which will quickly assist the doctor's office with accessing your plan details and verifying your eligibility.

3. Out-of-network plan reimbursement

How to use your Cigna Vision Benefits

Send a completed Cigna Vision claim form and itemized receipt to: Cigna Vision, Claims Department: PO Box 385018, Birmingham, AL 35238-5018.

To get a Cigna Vision claim form:

- Go to **Cigna.com** and go to Forms, Vision Forms
- Go to **myCigna.com** and go to your vision coverage page

Cigna Vision will pay for covered expenses within ten business days of receiving the completed claim form and itemized receipt.

Benefits are underwritten or administered by Connecticut General Life Insurance Company or Cigna Health and Life Insurance Company. Any benefit information displayed is intended as a summary of benefits only. It does not describe all the terms, provisions and limitations of your plan. Participating providers are independent contractors solely responsible for your routine vision examinations and products.

"Cigna" is a registered service mark, and the "Tree of Life" logo, "Cigna Vision" and "CG Vision" are service marks, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries, including Connecticut General Life Insurance Company and Cigna Health and Life Insurance Company, and not by Cigna Corporation. In Arizona and Louisiana, the Cigna Vision product is referred to as CG Vision. Healthy Rewards® - Vision Network Savings Program powered by Cigna Vision is a discount program, not an insured benefit.

Discrimination is Against the Law

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
P.O. 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, D.C. 20201
1-800-868-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Proficiency of Language Assistance Services

ATTENTION: language assistance services, free of charge, are available to you. Call 1-877-478-7557 (TTY: 800-428-4833).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-478-7557 (TTY: 800-428-4833).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-877-478-7557（TTY：800-428-4833）

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-478-7557 (TTY: 800-428-4833).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-478-7557 (TTY: 800-428-4833) 번으로 전화해 주십시오.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad.

Tumawag sa 1-877-478-7557 (TTY: 800-428-4833).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-478-7557 (телетайп: 800-428-4833).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-877-478-7557 [(رقم هاتف الصم والبكم: 800-428-4833).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-877-478-7557 (TTY: 800-428-4833).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-478-7557 (ATS: 800-428-4833).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue 1-877-478-7557 (TTY: 800-428-4833).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-478-7557 (TTY: 800-428-4833).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-877-478-7557（TTY: 800-428-4833）まで、お電話にてご連絡ください。

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-877-478-7557 (TTY: 800-428-4833).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-877-478-7557 (TTY: 800-428-4833).

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-877-478-7557 (TTY: 800-428-4833) تماس بگیرید.

RECEIVED

Town of East Windsor
Town Clerks Office

SEP 26 2018

Memorandum of Agreement

By: Joanne Slater
Town Clerk

Between

The Town of East Windsor

AFSCME Local 818

The Town of East Windsor (hereinafter the "Town") and the East Windsor Supervisors Union AFSCME Local 818 (hereinafter the "Union") agree to the following regarding the Assistant Town Planner Acting as the Town Planner.

Whereas the Town and the Union have a Collective Bargaining Agreement that runs from July 1, 2014 to June 30, 2017 and will be commencing negotiation for a successor agreement.

Whereas in the current Collective Bargaining Agreement the Union has two separate Supervisors. One Supervisor is the Assistant Town Planner and other Supervisor is the Town Planner.

Whereas The Town Planner has resigned their position and the Town is requiring the Assistant Town Planner to fill in as the Town Planner on an Acting basis.

Whereas the Assistant Town Planner has applied for the Town Planner position and the Town has not filled the Town Planner position on a permanent basis. However the Town recognizes a need to fill the Town Planner on an acting basis until it fills the Town Planner position on a permanent basis.

Now therefore, The Union and Town and agree to the following:

- 1) The Town agrees to make the Assistant Town Planner (Matthew Tyksinski) the Acting Town Planner effective August 5, 2018.
- 2) Effective August 5, 2018 the Town agrees to pay the Acting Town Planner 95% of the salary for the Town Planner position. However, if the Acting Town Planner is required to act more than 6 months, the Town shall pay the Acting Town planner 100% of the Town Planners salary.
- 3) The Town agrees should Acting Town Planner (Matthew Tyksinski) not be promoted into a permanent role as Town Planner, Matthew shall revert back to his normal position of Assistant Town Planner and shall receive the appropriate rate of pay for that position.

For the Town of East Windsor:

Robert Mamard

Date: 9/26/18

For AFSCME Local 818:

Randolph Stankovic

Date: 9/26/18

RECEIVED

Town of East Windsor
Town Clerks Office

Memorandum of Agreement

JAN 02 2018

Between

The Town of East Windsor

By: Joanne M. Slater
Town Clerk

AFSCME Local 818

The Town of East Windsor (hereinafter the "Town") and the East Windsor Supervisors Union AFSCME Local 818 (hereinafter the "Union") agree to the following regarding the combining of the Director of Park and Recreation position and the Director of Social Services position to be the Director of Recreation and Community Services, thereby eliminating the separate positions of Parks and Recreation Director and Social Services Director.

Whereas the Town and the Union have a Collective Bargaining Agreement that runs from July 1, 2014 to June 30, 2017 and will be commencing negotiation for a successor agreement.

Whereas in the current Collective Bargaining Agreement the Union has two separate Supervisors. One Supervisor is the Director of Park and Recreation and the other Supervisor is the Director Social Services.

Whereas The Town approached the Union regarding the Director of Park and Recreation and the Director of Social Services and the possibility of combining those two positions to one supervisor to be the Director of Recreation and Community Services.

Whereas the Town and the Union met to discuss the possible impacts of combining the Director of Park and Recreation and the Director of Social Services as well as a new job description and salary for Director of Recreation and Community Services.

Now therefore, The Union and Town and agree to the following:

- 1) The Union is agreeable to the new job description for the Director of Recreation and Community Services and such position shall be compensated at \$90,000 annually effective January 1, 2018 with the terms and conditions of the Collective Bargaining Agreement.
- 2) The Town and the Union agree the current Director of Parks of Recreation Melissa Maltese is qualified and shall be promoted to the Director of Recreation and Community Services effective January 1, 2018
- 3) The Town and the Union agree the new position of Director of Recreation and Community Services shall fall under the Supervisors Union Local 818 and shall be added to the successor Collective Bargaining Agreements and shall receive all general wages increases as well as all of benefits that are negotiated by the Union.
- 4) The Town and the Union agree to the elimination of the positions of Parks and Recreation Director and Social Services director, which shall no longer be part of the bargaining unit as of January 1, 2018.

5) the town and the Union agree that if the positions of Parks and Recreation Director and Social Services Director are reestablished and/or reinstated, those positions will be as previously designated into the East Windsor Supervisors Union AFSME Council 4 Local 818.

For the Town of East Windsor:

Robert Maynard

Date: 1/2/18

For AFSCME Local 818:

Ramona L. Stan

Date: 1/2/18

Subscribed and sworn to before me
this 2nd day of January, 2018
Joanne M. Slater
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

JOANNE M. SLATER
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 30, 2021