

AGREEMENT

BETWEEN

THE TOWN OF GRISWOLD

-and-

**LOCAL 1303-169 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO**

(HIGHWAY DEPARTMENT EMPLOYEES)

JULY 1, 2014 – JUNE 30, 2019

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I - RECOGNITION	1
ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION	1
ARTICLE III - SENIORITY	2
ARTICLE IV - PROMOTIONS AND TRANSFERS	4
ARTICLE V - HOURS OF WORK, OVERTIME	5
ARTICLE VI - WAGES AND CLASSIFICATIONS	6
ARTICLE VII - HOLIDAYS.....	7
ARTICLE VIII - VACATIONS	8
ARTICLE IX - SICK LEAVE.....	9
ARTICLE X - UNION BUSINESS LEAVE.....	10
ARTICLE XI - FUNERAL LEAVE	10
ARTICLE XII - MILITARY LEAVE AND JURY DUTY.....	11
ARTICLE XIII - INSURANCE.....	11
ARTICLE XIV - PENSION	13
ARTICLE XV - DISCIPLINARY PROCEDURE AND DISMISSAL	14
ARTICLE XVI - DISCRIMINATION	15
ARTICLE XVII - SCOPE.....	15
ARTICLE XVIII - MISCELLANEOUS.....	15
ARTICLE XIX - LONGEVITY	18
ARTICLE XX - GRIEVANCE PROCEDURE.....	19
ARTICLE XXI - MANAGEMENT RIGHTS.....	20
ARTICLE XXII - SUBSTANCE ABUSE POLICY	21
ARTICLE XXIII - SAVINGS CLAUSE.....	26
ARTICLE XXIV - REOPENER CLAUSE	26
ARTICLE XXV - TRANSPORTATION AND TRAVEL	26
ARTICLE XXVI - DURATION	27
APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION.....	29
APPENDIX B - WAGE SCALE	30
APPENDIX C - INSURANCE SUMMARY OF BENEFITS	31

AGREEMENT

This Agreement entered into as of the first day of July, 2014 by and between the Town of Griswold, hereinafter referred to as the "employer" and the Griswold Town Highway Department Employees Local 1303-169 of Council #4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

Section 1.1

The employer recognizes the Union as the sole and exclusive representative with respect to all matters of wages, hours and other conditions of employment for all employees of the Griswold Highway Department working twenty (20) hours a week or more but excluding all elected officials.

Section 1.2

All collective bargaining shall be conducted by authorized representatives of the Union and authorized representatives of the Town.

ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION

Section 2.1

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union is good standing, or pay a service charge for the duration of this Agreement or any extension thereof.

Section 2.2

Upon receipt of a signed authorization form from the employees involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employee's pay, each payroll period, such dues and/or service fees as determined by the Union.

Section 2.3

The amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

Section 2.4

Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

Section 2.5

The provisions of this Article, as outlined above, constitute an agency shop and not a closed Union shop agreement.

Section 2.6

The Union shall indemnify and hold the Town harmless from any damages, fees, costs or assessments incurred by reason of the carrying out of the deduction provisions of this Article, including but not limited to the claim of assignment of wages to the Union for membership dues. Notwithstanding the provision of this Article, the Town reserves the right to protect the confidentiality of its records and the disclosure of these records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.

ARTICLE III - SENIORITY

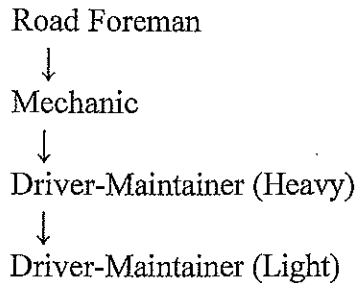
Section 3.1

Seniority, according to this Agreement shall consist of the length of accumulated continuous paid service each employee has with the Employer as a full-time employee working twenty (20) or more hours per week. Each employee's length of service shall be computed from the date of the employee's appointment as a full-time employee.

Section 3.2

Lay-offs and/or job eliminations shall take place in the inverse order of seniority within classification. The employee who is laid off and/or whose job is eliminated may bump the least senior person in the bargaining unit, provided he/she is qualified to immediately perform the duties and responsibilities of the position into which he/she is bumping.

An employee in a higher paying classification may bump the least senior person in any classification, provided he/she is qualified to immediately perform the duties and responsibilities of the position into which he/she is bumping. If unable to perform the next lower classification, the employee may move through the sequence below to the least senior person.



An employee in a lower paying position may bump upward only to the least senior person in the unit.

Section 3.3

Seniority shall be the factor used to determine amount of vacation, and vacation preference, preference for promotion and/or transfer, in the event more than one bargaining unit employee, who applies, meets the qualifications for a posted position, lay-off and recall and in all other matters where consideration for seniority may be considered a factor.

Section 3.4

Seniority is forfeited under any of the following circumstances:

1. Voluntary resignation
2. Discharge for just cause
3. Failure to return to work within fifteen (15) days of the mailing of notification of recall, by registered mail, to the last known address of a laid-off employee.
4. Failure to show up for work for three (3) consecutive days without notifying the Town, except in cases of emergency.

Section 3.5

A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the employer to each employee during the months of March and September.

Section 3.6

In the event a layoff is proposed, or pending, the Employer shall inform the Union President no less than ten (10) working days prior to any proposed layoff actions.

Section 3.7

Lay-offs shall take effect in the following manner:

- a. Seasonal employees
- b. Temporary employees
- c. Part-time employees working less than twenty (20) hours
- d. Bargaining unit employee whose job is eliminated and/or who is laid off; said employee shall have bumping rights per Section 3.2.

Section 3.8

No seasonal, temporary or part-time employees will be used to perform bargaining unit work while regular employees are on lay-off.

Section 3.9

Recall shall be by seniority preference with the most senior employee on lay-off recalled first, etc.

Section 3.10

Newly hired employees shall serve a probationary period of six (6) months. During the probationary period the employee shall be subject to all clauses of this Agreement, but shall be on probation and may be disciplined and/or discharged by the Town without recourse to the grievance and arbitration provisions provided herein, and shall not receive Holiday pay.

Section 3.11

For the purposes of paid leave and longevity, all time worked for the Town of Griswold under any State or Federally funded program, excluding workfare, shall be included in determining the leave and longevity entitlement.

ARTICLE IV - PROMOTIONS AND TRANSFERS

Section 4.1

All vacant positions within the bargaining unit shall be posted for a period of no less than five (5) days in each area serviced by bargaining unit members prior to the issuance of any public notice of said vacancy.

Section 4.2

- a. All vacancies shall be filled by the most senior qualified employee requesting such vacancy prior to hiring from the outside. The employee appointed to such position shall serve a promotional probationary period of ninety (90) calendar days.

When an employee is retained in a vacancy or new position beyond probation, then he/she shall be considered permanent and allocated to said position and shall maintain bumping rights as outlined in Section 3.2.

- b. No employee will be required to undergo testing for any position which may have been re-evaluated, renamed, realigned, or is similar in nature to a position for which the employee has previously qualified.

Section 4.3

Any employee who receives a promotion under the provision outlined herein shall be returned to the position he/she previously held in the event the position is not funded for the fiscal year immediately following the promotion.

ARTICLE V - HOURS OF WORK, OVERTIME

Section 5.1

The basic workweek is forty (40) hours, Monday through Friday.

Section 5.2

The basic workweek shall be eight (8) hours per day Monday through Friday, between the hours of 7:00 A.M. and 3:00 P.M., with a twenty (20) minute working lunch from October thru April, and from 6:00 A.M. to 2:00 P.M. with a twenty (20) minute working lunch during the months May, June, July, August and September.

Section 5.3

Employees who are assigned to work overtime by the First Selectman or because of requirements of their positions in meeting public needs, shall be paid at the rate of time and one-half (1 ½ x) their hourly rate for all hours worked beyond eight (8) hours in any one day or forty (40) hours in any one (1) week. Only the First Selectman, his/her designee, and/or the Highway Superintendent may authorize work beyond eight (8) hours in any one (1) day and/or forty (40) hours in any one (1) week.

Section 5.4

- a. Employees assigned to work on Sundays, including Holidays which fall on Sunday, shall receive double time (2x) for all such time worked.
- b. Employees who are assigned to work on a holiday by the First Selectman or because of the requirement of their positions in meeting the needs of the public shall be paid at the rate of time and one-half their hourly rate for all such time worked in addition to the holiday pay.

Section 5.5

Summer hours may be altered by mutual agreement between the First Selectman and the employees to provide an earlier starting and finishing time.

Section 5.6

Any employee assigned or called in to work outside of, but not contiguous with, the end of the normal work day shall receive a minimum of four (4) hours pay at a rate of time and one-half (1.5 x) his/her hourly rate of pay and, on Sundays, two (2) times his/her hourly rate of pay.

In the event that an employee is called back to duty more than once within such four (4) hour period, he/she shall only be paid additional compensation for any hours actually worked on the second call that are not encompassed by the original four (4) hours.

Section 5.7

The Town shall survey all Highway employees to determine their desire to work overtime, in the summer and winter.

Winter overtime will be distributed in accordance with the applicable overtime list as equally as possible among those who are on the list. A refusal (including failure to respond after receiving notice) to work voluntary overtime shall be charged as time worked for equalization purposes.

All Bargaining Unit employees, when required, shall work in snow and ice conditions.

ARTICLE VI - WAGES AND CLASSIFICATIONS

Section 6.1

Effective and retroactive to July 1, 2014, all positions of the bargaining unit shall receive a wage increase of two percent and one-half (2.50%). Effective July 1, 2015, all positions of the

bargaining unit shall receive a wage increase of two percent and one-half (2.50%). Effective and retroactive to July 1, 2016, all positions of the bargaining unit shall receive a wage adjustment of fifty cents (\$0.50) plus a general wage increase of two and one quarter percent (2.25%). Effective July 1, 2017, all positions of the bargaining unit shall receive a wage adjustment of fifty cents (\$0.50) plus a wage increase of two and one quarter percent (2.25%). Effective July 1, 2018, all positions of the bargaining unit shall receive a wage adjustment of fifty cents (\$0.50) plus a wage increase of two and one half percent (2.5%).

Section 6.2

The Wage Schedule will be attached as Appendix B to this Agreement.

Section 6.3

Classifications for newly created positions including, for example, required skills, knowledge, abilities, education, experience, training, licenses and/or certifications; duties performed; and rates of pay shall be discussed with the Union in accordance with the provisions of the Municipal Employee Relations Act prior to the filling of any such newly created position.

Section 6.4

Existing classifications of positions shall continue to exist unless altered or otherwise amended by mutual agreement.

Section 6.5

Any employee assigned to work in a higher bargaining-unit classification for ten (10) consecutive days shall receive the pay rate for that classification for all such hours worked.

ARTICLE VII - HOLIDAYS

Section 7.1

Each employee shall receive the following holidays off with full pay:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Fourth of July	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Floating Holiday	Columbus Day	November Election Day
Good Friday	Veteran's Day	

Any other day declared a holiday by State or Federal Statute or Town offices are closed.

When the following Holidays fall on or between Friday through Monday, the transfer station shall be closed during that period (weekends):

Labor Day
Thanksgiving weekend (Day after Thanksgiving)
Good Friday

The Transfer Station shall also be closed with the approval of and/or at the direction of the First Selectman.

Section 7.2

- a. Any holiday which occurs on a Saturday will be celebrated the preceding Friday.
- b. Any holiday which occurs on a Sunday will be celebrated on the next day (Monday).

Section 7.3

Newly hired employees will not be eligible to receive any holiday off with pay which occurs during their probationary period.

ARTICLE VIII - VACATIONS

Section 8.1

In each fiscal year a full time employee shall receive earned vacation leave with pay according to the following schedule:

After one (1) year	Ten (10) days
After five (5) years	Fifteen (15) days

One additional day for each year after five (5) years to a maximum of twenty (20) days annually.

Section 8.2

Each employee shall receive vacation with pay on the Friday prior to vacation in accordance with existing practice.

Section 8.3

Vacation time shall be used during the fiscal year and shall not accumulate from year to year.

Section 8.4

Employees may take vacation at any time during the year with prior approval of the employee's supervisor, First Selectman, or First Selectman's designee. In the case of vacation leave requests of five (5) days or more, however, employees should request approval from the First Selectman at least two (2) weeks in advance; the First Selectman retains the discretion, nonetheless, to approve such requests when made within the two (2) week period.

ARTICLE IX - SICK LEAVE

Section 9.1

- a. Each employee shall earn sick leave with pay at the rate of one and 1/6 day of sick leave for each month of service or 14 days per year to one hundred twenty (120) days. Employees hired after September 1, 2000 shall be entitled to accumulate up to but no more than sixty (60) days.
- b. An employee, upon retirement per CMERS or resignation, termination or death, shall receive, on the basis of his/her current wages, full compensation for his/her any of the employee's unused accumulated sick leave.
- c. In the event of an employee's death, his spouse, and/or minor children and/or estate shall receive on the basis of the employee's wages, full compensation for any of the employee's unused accumulated sick leave.

Section 9.2

Sick leave shall be considered to be the absence from duty with pay for the following reasons:

- a. Illness or injury, except where arising solely out of or in the course of employment by an employer other than the Town.
- b. When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
- c. When the serious illness of a member of the employee's immediate family requires his personal attendance, if supported by medical certificate. For the purposes of this section, immediate family is defined in the same manner as set forth in Section 11.1.

- d. Medical Certification of illness/injury and ability to return to work from a medical care provider shall be provided in the event of an absence due to illness or injury of five (5) or more days. In addition, in the case of a pattern of absenteeism, a medical certificate may be requested by the First Selectman. Nothing in this paragraph or section, however, shall preclude or prohibit the Town from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, Workers' Compensation Act, etc.

ARTICLE X - UNION BUSINESS LEAVE

Section 10.1

The First Selectman or his designated representative shall authorize reasonable leave so that designated Union members may bargain collectively for rights and privileges, when such sessions are scheduled during working hours.

Section 10.2

Two Union Officers and/or members of the Union shall be allowed the necessary time off without loss of pay for the purposes of resolving grievances.

Section 10.3

One (1) Union Officer, as designated by the Union, shall be allowed six (6) days leave annually, without loss of pay, for the purposes of attending official Union seminars, conferences, conventions, and/or legislative hearings.

Section 10.4

The employer shall provide one (1) hour of time on-the-clock during a newly-hired employee's first week of employment for an orientation session between the newly-hired employee and one (1) Union Officer or Steward.

ARTICLE XI - FUNERAL LEAVE

Section 11.1

In the event of death in any employee's or employee's spouse's immediate family, any employee shall be granted up to five (5) (working days) of leave without loss of pay. For the purposes of this section, immediate family is defined as: spouse, mother, father, brother, sister, daughter, son,

mother-in-law, father-in-law, and the same step-relations. Three (3) working days with pay shall be allowed for the death of grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law, aunt and uncle, and the same step-relations. One (1) working day with pay shall be allowed per annum to attend the funeral or memorial service for an individual not referenced herein. The employee must provide the First Selectman or his/her designee with proof of the employee's relationship to the deceased for funeral leave of three (3) or five (5) days. If more time is needed, personal or vacation time may be taken.

Section 11.2

Funeral leave in addition to leave granted in Section 11.1 above may be granted by the First Selectman or his designated representative.

ARTICLE XII - MILITARY LEAVE AND JURY DUTY

Section 12.1

Time off for annual military service shall be granted in accordance with applicable law.

Section 12.2

Any employee called to report for jury duty will be allowed the necessary time off. The employer shall make up the difference between the pay received for jury duty and the employee's regular pay, if any, and in accordance with applicable law.

Section 12.3

The Town will comply with the Family and Medical Leave Act.

ARTICLE XIII - INSURANCE

Section 13.1

The Employer shall provide to employees and their dependents the insurance coverage set forth in Appendix C. The Employer shall also provide the following:

- a. Twenty thousand (\$20,000) Group Life Insurance for each employee.
- b. Five thousand dollar (\$5,000) Group Life Insurance for each employee who retires from the Town until age sixty-five (65), when only two thousand dollar (\$2,000) group life insurance will be provided until age eighty (80).

Section 13.2

Effective upon ratification, the Town will pay 88% of the medical benefit premium with the employees paying 12% through regular payroll deductions. Effective July 1, 2015, the Town will pay 86% of the medical benefit premium with the employees paying 14% through regular payroll deductions. Effective January 1, 2016, the Town will pay 85% of the medical benefit premium with the employees paying 15% through regular payroll deductions. Effective July 1, 2016, the Town will pay 84% of the medical benefit premium with the employees paying 16% through regular payroll deductions. Effective July 1, 2017, the Town will pay 83% of the medical benefit premium with the employees paying 17% through regular payroll deduction. Effective July 1, 2018, the Town will pay 82% of the medical benefit premium with the employees paying 18% through regular payroll deduction.

The Town shall calculate and develop allocation rates annually, which shall take into account and cover all costs of the plan set forth in Appendix C. Annual employee contributions, as described above, shall be based on the annual allocation rates.

Section 13.3

Change of Carriers: The Town reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are substantially equivalent to the conventional insurance set forth above. For purposes of this paragraph, substantially equivalent means disruption not less than 90% of network services then-currently available.

In addition, the Town may offer one and/or more alternate health insurance plans as an option(s) to the primary health insurance plan, including, but not limited to, an HDHP/HSA. The Town reserves the right to determine the terms, conditions, cost shares, and all other substantive aspects of any alternate plan.

Section 13.4

Each employee may elect to not participate in the health insurance coverage. Any such election not to participate shall be made in writing and except as herein provided shall be irrevocable for the remainder of the applicable fiscal year.

Employees who made such election shall be paid a stipend of fifty percent (50%) of the cost of the premiums for coverage for which such employee would otherwise have been eligible on or before June 30 of the fiscal year during which such election is in effect. Employees hired on or after July 1, 2014, who waive insurance shall only be eligible for fifty percent (50%) of the cost

of the premium for individual coverage only, had such employee been eligible for the same on or before June 30th of the fiscal year during which such election is in effect.

Any election not to participate shall continue in effect unless revoked within the first two weeks of any fiscal year. Any payments under this section shall be prorated on a monthly basis for any employee who works less than a full year. Any employee who has elected not to participate in the health insurance coverage may change his/her election during the fiscal year subject to the enrolment requirements of the insurance carriers, only upon showing that such employee is no longer covered by his or her spouse's health insurance program.

Employees otherwise covered by Town of Griswold or Town of Griswold Board of Education Insurance shall not be eligible for this waiver stipend.

Section 13.5

The Town will provide all eligible employees with one set of prescription safety glasses every two (2) years to be paid for by the Town. Any replacements or repairs will be paid for by the employee.

Section 13.6

The Town will maintain procedures to allow for employee health insurance premium sharing payments to be made with pre-tax dollars in accordance with section 125 of the Internal Revenue Code.

Section 13.7

The Town shall cover one (1) routine DOT physical per year at no cost to the employee. Employees shall utilize, to the extent possible, group health insurance coverage, and the Town shall reimburse employees the basic co-pay, if any, for the physical.

ARTICLE XIV - PENSION

Section 14.1

Each employee shall participate in the CMERS.

ARTICLE XV - DISCIPLINARY PROCEDURE AND DISMISSAL

Section 15.1

No employee shall be discharged or otherwise disciplined without just cause.

Section 15.2

Normally, disciplinary actions shall follow this order:

- a) Verbal warning
- b) Written warning
- c) Suspension
- d) Discharge

Section 15.3

Written and verbal warnings shall be removed from the employee's records three (3) years after said violation had occurred provided there have been no additional written or verbal warnings for the same or similar offense during that period.

Section 15.4

All disciplinary actions including (a) above may be subject to the grievance procedure.

Section 15.5

The Town shall notify the Union within forty-eight (48) business hours of any disciplinary action taken against an employee.

Section 15.6

The employer shall give notice to any employee of the employee's right to Union representation before the employer conducts any interview which may potentially lead to discipline. It is then the obligation of the employee to request representation if same is desired. However, he/she must obtain said representation within forty-eight (48) business hours or the interview shall proceed.

ARTICLE XVI - DISCRIMINATION

Section 16.1

The provisions of this contract shall be applied equally to all employees without discrimination because of age, sex, marital status, disability, race, color, creed, national origin, political affiliation or Union membership and/or as otherwise provided in state and/or federal law.

For purposes of this Article, discrimination is defined as under state and/or federal employment law. If an employee, files a claim of discrimination in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO), Equal Employment Opportunity Commission (EEOC) and/or the State Board of Labor Relations, and the individual and/or Union subsequently files a grievance asserting a claim of discrimination, an arbitrator shall not have jurisdiction to hear or decide the grievance (i.e., the grievance shall not be arbitrable).

Section 16.2

Nothing herein shall be construed as requiring any employee to reside within the Town of Griswold upon completion of the initial probationary period of employment with the employer.

ARTICLE XVII - SCOPE

Section 17.1

The terms and provisions herein contained constitute the entire Agreement between the Town and the Union and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

Section 17.2

Should a dispute, pertaining to negotiable matters not covered by this Agreement, arise between the parties hereto, the parties agree to discuss the matters.

ARTICLE XVIII – MISCELLANEOUS

Section 18.1

- a. The employer agrees to provide each employee with a copy of the signed agreement within thirty (30) days after the execution date thereof.

- b. The employer agrees to provide new employees with a copy of this agreement at their time of hire.
- c. The employer agrees to provide the Council #4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

Section 18.2

Copies of all job posting; and work rules shall be posted in each office where bargaining unit employees are employed, in an area customarily frequented by bargaining unit employees, and a copy of each will be provided to the Union President.

Section 18.3

The employer agrees to allow the Union use of the bulletin board for purposes of posting material relating to Union business.

Section 18.4

Effective January 1, 2007 the Town shall have the right to pay employees on a bi-weekly basis.

Section 18.5

Any employee who provides at least two (2) weeks' notice prior to resigning from the Town shall receive full pay for all unused vacation pay (on a pro-rate basis) remaining to his/her credit.

Section 18.6

All paid leave shall be computed as time worked.

Section 18.7

Each employee shall receive three (3) personal leave days annually without loss of pay.

Section 18.8

No employee shall be required to work more than sixteen (16) consecutive hours. Employees who work for sixteen (16) consecutive hours, and who are required to work additional hours will be given a four (4) hour paid rest period; such employees are required to return to work following the four (4) hour rest period. Any portion of rest period falling during regular working days shall be paid as time worked.

Section 18.9

All bargaining unit work shall be performed by bargaining unit members providing bargaining unit members are available.

Section 18.10

Contractors shall not be used to perform bargaining unit work except to supplement the regular work force when necessary.

Section 18.11

The Highway crew shall consist of a minimum of six (6) employees in addition to the Road Foreman unless otherwise agreed between the Union and the Selectman. The Town has the right to determine the classification of new employees.

Section 18.12

The Town agrees there will be no lockout of any of its employees and the Union agrees there will be no strike during the term of this Agreement or extension thereof.

Section 18.13

Seasonal, part-time or temporary employees may be used to supplement, but shall not be used to replace the regular employees.

Section 18.14

Any employee required to work after his/her regular working hours shall, if time extends beyond 6:00 P.M., be entitled to reimbursement for meals consumed at the following rates:

Dinner	6:00 P.M.	\$12.50
Lunch	12:00 Noon	\$ 9.00
Breakfast	6:00 A.M.	\$ 9.00

If an employee is called to work two hours prior to the start of the regular working day, he/she will receive reimbursement for meals consumed for breakfast and lunch as stated above. Any employee called to work for overtime in excess of four (4) hours shall receive meal reimbursement in accordance with the above schedule.

Section 18.15

Any employee who is an active member of the Town Fire Department or Ambulance service

shall be permitted to respond to fire calls or ambulance calls during their regular hours of employment without loss of pay. Such hours will not be charged against the employee's sick time, personal time, vacation time or earned overtime.

Section 18.16

The employer shall reimburse each employee up to two hundred dollars (\$200) per year for the actual purchase of OSHA/ANSI approved safety shoes, which must be worn during work.

The Town will provide each bargaining unit member with six (6) tee-shirts, five (5) sweatshirts per calendar year with the Town logo and/or insignia. The Town will provide one (1) set of coveralls for each mechanic every twenty-four (24) months.

Tee-shirts and/or sweatshirts must be worn by bargaining unit members during working hours, and shall not be worn off-duty.

ARTICLE XIX - LONGEVITY

Section 19.1

Longevity payments for long and faithful service shall be paid to employees on the following basis:

<u>Aggregate Year of Service</u>	<u>Effective July 1, 2014</u>
5 years but less than 10 years	\$375.00
10 years but less than 15 years	\$475.00
15 years but less than 20 years	\$675.00
20 years and over	\$775.00

Section 19.2

The total longevity payment shall be determined as of June 30th annually and due and payable on November 30th annually.

Section 19.3

Only employees on the payroll on the specified date of longevity payment shall receive longevity payment, except that employees who retire during a fiscal year shall not be required to be on the payroll on the date the longevity payment is made. Employees who retire during a fiscal year shall receive a pro-rated longevity payment in consideration of the amount of time worked in that current fiscal year.

ARTICLE XX - GRIEVANCE PROCEDURE

Section 20.1

The basis for a grievance may result from a complaint concerning discharge, suspension, layoff or reduction in grade, or a conflict resulting from the application, meaning or interpretation of the provisions of this Agreement.

Should any employee(s) feel aggrieved an adjustment may be sought as follows:

Step 1: The employee shall present his/her grievance to the Highway Superintendent within fifteen (15) working days after its occurrence. The Highway Superintendent will attempt to resolve the grievance at once or submit a written answer to the employee within five (5) working days.

Step 2: If the employee is not satisfied with the decision of the Highway Superintendent he/she may, within five (5) working days after receiving the decision outlined in Step 1 above, reduce the grievance to writing and submit it to the First Selectman. The First Selectman will render a decision in writing within fifteen (15) days thereafter with copies to the employee(s) and the Union.

Step 3: In the event the matter is not resolved in Step 2 above, the Union only may submit the matter to the State Board of Mediation and Arbitration for arbitration in accordance with its rules, providing that the grievance must be submitted for arbitration within twenty (20) days following the Step 2 answer or when the answer from Step 2 should have been submitted.

Notwithstanding, the mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.

The parties may mutually agree to submit the grievance to the American Arbitration Association for arbitration, in which case the parties shall share the cost of arbitration equally.

The Town may unilaterally elect to have the grievance transferred to the American Arbitration Association for arbitration, in which case the Town shall assume all costs associated with the arbitration.

If the grievance is heard before the American Arbitration Association, the parties agree to utilize M. Jackson Webber as the neutral arbitrator as long as the parties agree to have the case heard by him. If either party does not agree to have M. Jackson Webber act as the neutral arbitrator, then the parties shall use an arbitrator as provided by the American Arbitration Association, according to their selection process.

Section 20.2

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Employer. The standard of proof in all cases shall be based on a preponderance of the evidence.

Section 20.3

The employees will be allowed the necessary time off without loss of pay for the purposes of resolving grievances as provided in the foregoing procedures.

Section 20.4

Nothing herein shall be construed as prohibiting any employee from processing his/her own grievance up to and including Step 2 above. Only the Union will have the right to file for mediation and/or arbitration unless waived in writing by the Union.

ARTICLE XXI - MANAGEMENT RIGHTS

Section 21.1

The Town shall maintain the rights, powers, and authority held by it under Town Ordinance, State statute or other lawful statutory provisions over matters involving the operations of the Town. Furthermore, the Town possesses the following rights including, but not limited to, direction of the working force, including the right to hire, transfer, promote, retain, discipline, or discharge for proper cause, make reasonable rules, maintain efficient operation, to release employees due to lack of work, to determine the methods, processes used, introduce new or improved facilities, and extend, limit or curtail its operations, when in its sole discretion it may deem it advisable to do so, provided this will not be used for the purpose of discrimination against the Union or any employee or to avoid, or be inconsistent with, any of the provisions of this Agreement and in accordance with the provisions of the Municipal Employee Relations Act in all matters relevant to collective bargaining.

ARTICLE XXII - SUBSTANCE ABUSE POLICY

Section 22.1

Purposes. The purposes of this policy is as follows:

- a. To establish and maintain a safe, healthy, working environment for all employees and to protect the public;
- b. To ensure the reputation of the Highway Department and its employees as good, responsible citizens worthy of public trust;
- c. To reduce absenteeism, tardiness and indifferent job performance; and
- d. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.
- e. This policy is to be read on conjunction with any federal and/or state law or regulation imposed regarding CDL licenses and, in the event of a conflict, the federal or state regulation will supersede this policy. These policies likewise will be implemented in a manner that will comply with any and all other, applicable federal and state laws.

Section 22.2

Definitions:

- a. Alcohol or Alcoholic Beverages: means any beverage that has an alcoholic content.
- b. Drug: means any illegal substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- c. Prescribed Drug: means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- d. Illegal Drug: means any drug or controlled substance, the sale or consumption of which is illegal.
- e. Supervisor: means the First Selectman or the employee's immediate superior in the chain of command, or the Highway Superintendent, or their designee.
- f. Employee Assistance Program: means Employee Assistance Program provided by the

Town of Griswold or any agency/entity the Town has contracted with to provide said program.

Section 22.3 - Employee Assistance Program

- a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance program can occur by self referral; voluntary referral by the Highway Superintendent (and/or his or her designee) and/or First Selectman; and/or mandatory referral by the Highway Superintendent (and/or his or her designee) and/or First Selectman.
- b. Requests for assistance through "recommendation" or "Supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- c. Employee progress will be monitored by the Highway Superintendent, or their designee.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the First Selectman may grant rehabilitation leave at full pay out of accumulated sick leave. Outpatient care may be charged to sick leave. Employees using up accumulated sick leave will be required to use vacation and other accumulated leave time.
- e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 22.3 (d) above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Highway Superintendent, or his/her ~~their~~ designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.
- f. Consistent with state and/or federal law (e.g., ADA), and upon establishing his/her fitness for duty, the employee will be returned to active status without reduction of pay, grade or seniority.

Section 22.4 - Alcoholic Beverages

- a. No alcoholic beverages will be brought into or consumed while on duty or on property owned by the Town of Griswold. The First Selectman may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- c. Any employee whose off-duty use of alcohol results in any violation of the Collective

Bargaining Agreement between the Town and the Union, or the Rules and Regulations of the Highway Department and/or the Town of Griswold, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any and/or all essential duties required of said employee in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. Nothing, however, prohibits the Town from otherwise proposing and/or implementing discipline, as the sole response and/or in addition to an EAP referral. Rejection of EAP or failure to comply with EAP recommendations and/or treatment for alcohol issues may be cause for discipline, including suspension or termination.

Section 22.5 - Prescription Drugs

- a. No prescription drug shall be brought upon Town premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose use of prescription drugs results in any violation of the Collective Bargaining Agreement between the Town and the Union, or the Rules and Regulations of the Highway Department and/or the Town of Griswold, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any and/or all essential duties required by said employee in a satisfactory manner may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. Nothing, however, prohibits the Town from otherwise proposing and/or implementing discipline, as the sole response and/or in addition to an EAP referral. Rejection of EAP or failure to comply with EAP recommendations and/or treatment for prescription drug issues may be cause for discipline, including suspension or termination.

Section 22.6 - Illegal Drugs

- a. The use of an illegal drug or controlled substance or the possession of them by an employee while said member is on duty is cause for suspension or termination.
- b. Any employee whose off-duty use of illegal drugs results in any violation of the Collective Bargaining Agreement between the Town and the Union, or the Rules and Regulations of the Highway Department and/or the Town of Griswold, including, but not limited to, excessive absenteeism or tardiness, accidents or inability to perform any and/or all essential duties required by said employee in a satisfactory manner may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. Nothing, however, prohibits the Town from otherwise proposing and/or implementing discipline, as the sole response and/or in addition to an EAP referral. Rejection of EAP or failure to comply with EAP recommendations and/or treatment for illegal drug issues may be cause for discipline, including suspension or termination.

- c. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person, on or off duty, is cause for suspension or termination, and/or for referral to law enforcement authorities.

Section 22.7 - Procedures

The procedures of the Highway Department in regard to employee using, possessing or under the influence of alcohol, drugs or controlled substances, while on duty shall be consistent with any CDL requirements, and otherwise are as follows:

- a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

Step 1: A Supervisor who has reasonable suspicion to believe that an employee is under the influence of alcohol, drugs or controlled substances while on duty shall immediately relieve said employee from duty. Said employee shall remain on the premises for purposes of complying with Step 3 below.

Step 2: The Supervisor shall immediately notify the Highway Superintendent, or their designee.

Step 3: Both the Supervisor and the Highway Superintendent, or their designee, will interview the employee, for the purpose of determining whether the employee is under the influence of alcohol, drugs or controlled substances in the presence of a Union Representative, or his designee. If they believe based upon reasonable suspicion, that the employee is under the influence of alcohol, drugs, or controlled substances which adversely affects or could adversely affect such employee's job performance, then said employee shall be subject to a drug/alcohol test performed by the Town's designated agent, which may be conducted on or off site.

Step 4: The decision to relieve the employee from duty shall be documented as soon as possible. Both the Supervisor and the Highway Superintendents, or their designee, should document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

1. It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Highway Superintendent and/or his/her designee and may be used in disciplinary proceedings against the employee. In

addition, said results will be made available to the employee.

2. If the tests are not given and the results not provided, due to the failure of the employee to fully comply and/or fully cooperate, the employee will be considered in violation of this Collective Bargaining Agreement between the Town and the Union and the Highway Department's Rules and Regulations.
3. If the employee does not fully comply and/or fully cooperate, the employee will be relieved from active duty and removed from the payroll.

Step 6: When an alcohol/drug test is administered the employee will be placed on limited duty or leave with pay until results are available.

1. When the test results are positive the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken. Such determinations shall be made in compliance with any obligations under state and/or federal law related to CDL, and otherwise shall be solely within the discretion of the First Selectman and/or Highway Superintendent.
2. The First Selectman, Highway Superintendent, or his/her designee shall make the final determination whether the employee returns to active status or remains off duty regardless of test outcome.
3. Refusal to participate in EAP, and/or failure to complete and/of continue participation in recommended EPA services and treatment may be cause for suspension or termination.
4. Upon negative test results and in the absence of other concern regarding employee's fitness for duty, employee will be returned to active status without reduction of pay, benefits, grade or seniority
5. No employee will be eligible for the Employee Assistance Program more than twice for substance abuse and/or alcohol issues.

Section 22.8

It is mutually understood and agreed by the parties that the Town shall have the absolute right to engage in alcohol and drug testing of applicants for employment with the Highway Department in accordance with applicable law, including General Status §31-51v. The Town shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 22.9

The failure of the Town to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the Town from exercising the same in some other way not in conflict with the provisions of the Article.

ARTICLE XXIII - SAVINGS CLAUSE

Section 23.1

In the event that any article, section or portion of this Agreement is declared invalid by Agreement, statute or legal process, then such specified article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin immediately between the parties.

ARTICLE XXIV - REOPENER CLAUSE

Section 24.1

This Agreement may be reopened on any provision provided that the Employer and the Union agree in writing to such effect.

Section 24.2

The employer and the Union negotiating committee agree to meet upon written request by either party for the purpose of interpretation, implementation and administration of this Agreement.

Section 24.3

This Agreement may be altered or modified only by mutual written agreement signed by the parties hereto and neither party shall request, or demand any provision which will in any manner abrogate the understanding set forth herein.

ARTICLE XXV - TRANSPORTATION AND TRAVEL

Section 25.1

Employees required to use their own personal vehicle for official business shall be compensated at the rate set by the Internal Revenue Service.

ARTICLE XXVI - DURATION

Section 26.1

This Agreement shall become effective July 1, 2014 and shall remain in effect until June 30, 2019 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Section 26.2


Upon receipt of such notice, meetings will begin within thirty (30) days to negotiate such amendments and/or changes.

Section 26.3

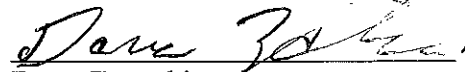
This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

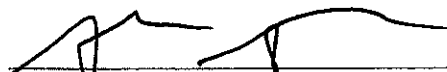
IN WITNESS WHEREOF, the parties hereto have set their hands this 8-31 day of 2016.

FOR THE EMPLOYER


Kevin Skulezyck
First Selectman

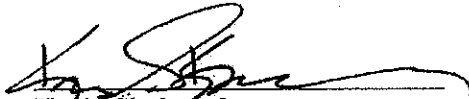
FOR THE UNION


Dana Zatorski
President, Local 1303-169

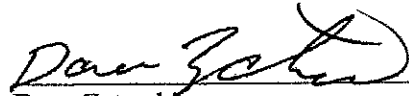

Scott Soares
Staff Representative

IN WITNESS WHEREOF, the parties hereto have set their hands this 8-31 day of _____, 2016.

FOR THE EMPLOYER


Kevin Skulezyck
First Selectman

FOR THE UNION


Dana Zatorski
President, Local 1303-169

Scott Soares
Staff Representative

APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION

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

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Please Print Last Name First Name Middle

To: _____
Name of Employer

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

Signature: _____ Do Not Print

Street Address _____ Phone Number _____

City and State (Print) _____ Zip Code _____

APPENDIX B - WAGE SCALE

**TOWN OF GRISWOLD
HIGHWAY DEPARTMENT**

CLASSIFICATION	EXISTING	7/1/2016 \$0.50 WAGE ADJUST	7/1/2016 GENERAL WAGE INCREASE	7/1/2017 \$0.50 WAGE ADJUST	7/1/2017 GENERAL WAGE INCREASE	7/1/2018 \$0.50 WAGE ADJUST	7/1/2018 GENERAL WAGE INCREASE
*Road Foreman (Working)	\$25.79	\$26.29	\$26.88	\$27.38	\$28.00	\$28.50	\$29.21
Driver - Maintainer (Heavy Trucks, Class 2 License)	\$21.45	\$21.95	\$22.44	\$22.94	\$23.46	\$23.96	\$24.56
Driver - Maintainer (Light Truck)	\$20.30	\$20.80	\$21.27	\$21.77	\$22.26	\$22.76	\$23.33
Mechanic - Driver - Maintainer (Heavy Trucks - CDL License)	\$23.67	\$24.17	\$24.71	\$25.21	\$25.78	\$26.28	\$26.94

***SUBJECT TO THE REVIEW OF THE FINANCE DIRECTOR.**

*Road Foreman (working) to receive additional fifty (.50) cents per hour in the event the work force exceeds ten (10) employees due to State and/or Federally funded programs.

APPENDIX C - INSURANCE SUMMARY OF BENEFITS

MEDICAL BENEFIT SUMMARY

Administered by
UnitedHealthcare

Visit
[www.osc.
ct.gov/
ctpartner](http://www.osc.ct.gov/ctpartner)
[click "provider
networks"]
to search
the list of
network
providers.

IN NETWORK

	CT Partnership Plan w/ Health Enhancement Program
Deductible	Not applicable*
Coinsurance	Not applicable
Max Out-of-Pocket Limit	Not applicable
Medical Office Visit	\$15 Co-pay
Specialist Office Visit	\$15 Co-pay
Vision Exams (one per calendar year)	\$15 Co-pay
Inpatient Hospital	\$0 Co-pay
Outpatient Surgical	\$0 Co-pay
Emergency Room	\$35 Co-pay (waived if admitted)
Urgent Care	\$15 Co-pay
Walk In	\$15 Co-pay
Lab/ X-Ray	\$0 Co-pay
High Cost Radiological & Diagnostic Tests	\$0 Co-pay

* Waived for enrollees in Health Enhancement Program. Non-HEP Enrollees are subject to \$350 Ind./\$1,400 Family In-network deductible.

PREVENTATIVE SERVICES

	CT Partnership Plan w/ Health Enhancement Program
Primary Care (Adult and Child Wellness Exams)	\$0 Co-pay
Gynecologist Wellness	\$0 Co-pay
Mammogram	\$0 Co-pay
Lifetime Maximum	Unlimited

PRESCRIPTION COVERAGE

	MAINTENANCE DRUGS	NON-MAINTENANCE DRUGS	HEP CHRONIC CONDITION DRUGS
Generic	\$5	\$5	\$0
Preferred/Listed Brand Name	\$10	\$20	\$5
Non-Preferred/Non-Listed Brand Name	\$25	\$35	\$12.50
Annual Maximum	Unlimited		

OUT OF NETWORK

	CT Partnership Plan w/ Health Enhancement Program
Annual Deductible	\$300 Individual/\$900 family
Coinsurance	20% of allowable UCR charges
Max Out-of-Pocket Limit	\$2,300 Individual/\$4,900 family
Lifetime Maximum	Unlimited

**ADDITIONAL
MEDICAL
BENEFIT
INFORMATION**

Visit
www.osc.
ct.gov/
ctpartner
[click "provider
networks"]
to search
the list of
network
providers.

IN NETWORK

**CT Partnership Plan
w/ Health Enhancement Program**

Deductible	Not applicable*
Acupuncture (20 visits/year)	\$15 Co-pay
Chiropractic	\$0 Co-pay
Nutritional Counseling (3 visits/year)	\$0 Co-pay
Physical/Occupational Therapy	\$0 Co-pay
Durable Medical Equipment	\$0 Co-pay
Routine Hearing Screening (as part of an exam)	\$15 Co-pay

UnitedHealthcare/Oxford Contact Information

Live, knowledgeable customer service representatives are available for current State of Connecticut Partnership members toll-free at 800-385-9055 from 8am to 6pm EST, Monday through Friday.

If you prefer, you may also visit <http://partnershipstateofct.welcometouhc.com> to search for a participating physician or facility, to learn about your health plan, to find the status of claims, or obtain additional information about discount programs offered to State of Connecticut Partnership members.

Cigna Healthcare Financial Exhibit for:
State of Connecticut- Enhanced Plan with HEP
 Effective Date: July 01, 2014



This is a summary of benefits for your dental plan. All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

IN-NETWORK			OUT-OF-NETWORK		
Calendar Year Maximum (Class I, II, III Prosthetic Expenses)			\$3,000, Class I Applies No calendar year max for Periodontal Maintenance & Periodontal Scaling & Root Planning		
(Dental Implants)			\$500		
Calendar Year Deductible					
Per Individual			\$25		
Per Family			\$75		
Class I Expenses - Preventive & Diagnostic Care					
Oral Exams Cleanings Routine X-Rays Fluoride Application Sealants Non-Routine X-Rays			100%, No Deductible Reimbursement based on Maximum Allowable Charge		
Class II Expenses - Basic Restorative Care					
Fillings Space Maintenance (limited to non-orthodontic treatment) Emergency Care to Relieve Pain Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extractions Surgical Extraction of Impacted Teeth Anesthetics Major Periodontics Minor Periodontics Root Canal Therapy / Endodontics Refines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Brush Biopsy			80%, After Deductible Reimbursement based on Maximum Allowable Charge		
Class III Expenses - Major Restorative Care					
Crown Inlays / Onlays Crown over Implants Stainless Steel Resin Crowns			67%, After Deductible Reimbursement based on Maximum Allowable Charge		
Class IV Expenses - Orthodontia					
Coverage for Children & Adults Lifetime Maximum			60%, No Ortho Deductible \$1500 Reimbursement based on Maximum Allowable Charge		
Class Expenses 5 - Periodontal Maintenance					
			100% No deductible No Maximum Reimbursement based on Maximum Allowable Charge		
Class Expenses 7 - Prosthetics					
Bridges Dentures			50% After Deductible Reimbursement based on Maximum Allowable Charge		
Class 8 Expenses - Scaling and Root Planning					
Scaling and Root Planning			80%, After Deductible No Maximum Reimbursement based on Maximum Allowable Charge		
Class IX Expenses - Implants					
Calendar Year Max*			50%, After Deductible \$500 maximum Reimbursement based on Maximum Allowable Charge		
Missing Tooth Provision			No limitation		
Late Entrant Limit			No coverage until end open enrollment		
Pretreatment Review			Available on a voluntary basis when extensive work in excess of \$200 is proposed.		
Out-of-Network Reimbursement			Maximum Allowable Charge		
Student/Dependent Age			18/19		

P0002 (NS001 DASP) Network. Prepared by Underwriting.

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Cigna Healthcare Financial Exhibit for:
State of Connecticut- Enhanced Plan with HEP
 Effective Date: July 01, 2014

Cigna Dental PPO / Indemnity Exclusions and Limitations:

Procedure	Exclusions & Limitations
Exams	Two routine and two periodontal cleanings per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	2 per calendar year for people under 16
X-Rays (routine)	Bitewings: 1 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 5 calendar year, Panorax: 1 every 5 calendar year
Model	Payable only when in conjunction with Ortho workup
Minor Pexio (non-surgical)	Various limitations depending on the service
Pexio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 7 years
Prosthesis Over Implants	1 per every 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.
Bridges	Replacement every 7 years
Dentures and Partial	Replacement every 7 years
Retainers, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior teeth. One treatment per tooth every three years up to age 16
Space Maintainers	Limited to non-Orthodontic treatment
Alternate Benefit	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.

Benefit Exclusions:

- * Services performed primarily for cosmetic reasons
- * Replacement of a lost or stolen appliance
- * Replacement of a bridge or denture within five years following the date of its original installation
- * Replacement of a bridge or denture which can be made useable according to accepted dental standards
- * Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- * Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- * Bite registrations; prosthesis or semi-prosthesis attachments; splinting
- * Instruction for plaque control, oral hygiene and diet
- * Dental services that do not meet common dental standards
- * Services that are deemed to be medical services
- * Services and supplies received from a hospital
- * Charges which the person is not legally required to pay
- * Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- * Experimental or investigational procedures and treatments
- * Any injury resulting from, or in the course of, any employment for wage or profit
- * Any sickness covered under any workers' compensation or similar law
- * Charges in excess of the reasonable and customary allowances
- * To the extent that payment is unlawful where the person resides when the expenses are incurred;
- * Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- * For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- * To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- * To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- * In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislative benefits, will be provided in your Insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, 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 and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Prepared by Underwriting
 Cigna Core Network (P0002 / NS001 DNSP)

03/13/2014 12:58 PM

Use Maintenance Choice to Fill Your Long-Term Medications

ABOUT THE CVS CAREMARK RETAIL NETWORK

Will I receive a new ID card when I enroll in the Health Enhancement Program?

Yes. You will receive two prescription drug cards per family. Please show this new card to your pharmacist to ensure the pharmacy has updated information.

Do I only have to use a CVS/pharmacy?

CVS Caremark pharmacy network contains more than 67,000 participating retail pharmacy chains and independent pharmacies. You can use any participating pharmacy to fill your acute (short-term) medications (30 day supply or less).

For maintenance medications (long-term), you are allowed one 30 day fill only at any participating retail pharmacy. After the first 30 day fill, you must fill your prescription through the CVS Caremark Mail Service Pharmacy, CVS/pharmacy or other pharmacies that participate in the State of Connecticut Maintenance Drug Network.

ABOUT MAIL SERVICE and the STATE OF CONNECTICUT MAINTENANCE DRUG NETWORK

Where can I fill maintenance prescriptions?

The choice is yours. You can order 90-day supplies of maintenance medications at:

Mail Service: Register for mail service by phone (FastStart® toll free at 1-800-875-0867 from 8am -8:30pm Mon – Friday) or log on to www.caremark.com and sign in or register, if necessary. Have your Prescription Card number, the names of your medicines, your doctor's information and your payment information ready. We handle the rest.

CVS/pharmacy – Visit your local CVS/pharmacy. If you are currently using CVS/pharmacy to fill your maintenance medications, you can continue to do so. Your CVS/pharmacist can dispense your 90-day supply of a maintenance medication for one copay.

State of Connecticut Maintenance Drug Network – Fill your maintenance medications at a participating State of Connecticut Maintenance Drug Network Pharmacy. If your pharmacy is participating in the State of Connecticut Maintenance Drug network, you can use the pharmacy to dispense your 90-day supply of a maintenance medication.

How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You can check your refill status on-line or by calling toll-free at 1-800-318-2572. **Please note:** Mail order packaging accommodates all temperature sensitive drugs.

How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit for my maintenance medication?

Remind your doctor or other prescriber to write a "90-day supply plus refills," when clinically appropriate, for maintenance medications. CVS Caremark must fill your prescription for the exact quantity of medication that your doctor or healthcare provider prescribes, up to your plan design limit. When you need to take your maintenance medication right away, ask your doctor or other prescriber for two prescriptions:

- The first for up to a 30-day supply
- The second for up to a 90-day supply, with refills when clinically appropriate

Have the short-term supply filled immediately at any CVS Caremark participating retail pharmacy. Then you have the choice to fill your maintenance medication using Mail Service Pharmacy, CVS/pharmacy, or a pharmacy participating in the State of Connecticut Maintenance Drug Network.

ABOUT THE CVS CAREMARK DRUG LIST

What is a drug list?

It is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The drug list promotes the use of preferred brand-name medications and generic medications whenever possible. Generic medications are therapeutically equivalent to brand-name medications and must be approved by the U.S. Food and Drug Administration (FDA) for safety and effectiveness. Generally, generic medications cost less than brand-name medications. You can get a drug list by either visiting www.caremark.com or by calling Customer Care toll-free at 1-800-318-2572.

Where can I get a drug list brochure?

You can get a drug list brochure by visiting Caremark.com or by calling a Customer Care Representative toll-free at 1-800-318-2572. To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS Caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

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State of Connecticut Partnership Plan - Vision		
Effective Date: July 01, 2014		
This is a summary of benefits for your vision plan:		
Cigna Vision Benefits		
Benefit	In-Network	Out-of-Network
Materials Copy	\$0	N/A
Single Vision Lenses	Covered in Full	\$40 Allowance
Bifocal Lenses	Covered in Full	\$85 Allowance
Trifocal Lenses	Covered in Full	\$75 Allowance
Lowcost Lenses	Covered in Full	\$100 Allowance
Contact Lenses (Retail Allowance)		
Elective	\$360 Allowance	\$345 Allowance
Therapeutic	Covered in Full	\$345 Allowance
Frame (Retail Allowance)	\$175 Allowance	\$125 Allowance

Frequency is 12 months for lenses, contact lenses, and frames.

In-Network Benefits Includes:

One pair of prescription plastic or glass lenses, all ranges of prescriptions (powers and prism)

Lens Options:

Standard Polycarbonate: covered for under 18 years of age; min. 20% save, \$40 out-of-pocket max. for adults
 Overlays lenses: covered under plan
 Rose Tints: #1 and #2 - covered under plan
 Solid Tints: min. 20% save, \$15 out-of-pocket max.
 Gradient Tints: \$20 out-of-pocket max.
 Standard photochromics: 20% save, \$78 out-of-pocket max.
 Standard anti-reflective coating: min. 20% save, \$45 out-of-pocket max.
 Standard scratch/UV coating: min. 20% save, \$17 out-of-pocket max.
 Progressive lenses: covered up to bifocal lens amount with 20% savings on the difference;
 \$81 out-of-pocket max. for standard lens

One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance.

One pair or a single purchase 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.

Vision Network Savings Program:

Minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription; offered savings does not apply to contact lens materials. Check with your Cigna Vision Network Provider for details.

To Locate a Provider:

1. www.cigna.com Online Provider Directory:

Click on "Find a Doctor" at the top of the page.

Choose the "Eye Doctor" radio button and enter your search criteria.

2. www.myCigna.com: You can search for a provider by name, specialty or location after you enroll for coverage and your plan has taken effect.

