

By and Between
TOWN OF TRUMBULL
and the



UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424 - UNIT 108
TRUMBULL (NON-SUPERVISORY) HIGHWAY & PARKS
EMPLOYEES UNION

July 1, 2016 to June 30, 2019

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AGREEMENT

This Agreement is between the Town of Trumbull, Fairfield County, Connecticut, hereinafter referred to as the "Town" and United Public Service Employees Union (UPSEU), Local 424 – Unit 108, Trumbull Highway & Parks Employees, hereinafter referred to as the "Union."

PREAMBLE

The welfare of the Town of Trumbull and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town management and the voluntary organization of its employees. An obligation rests upon the management upon the Union and upon each employee to render honest, efficient, and economical service. The spirit of cooperation between the management and the Union and the employees represented thereby, being essential to efficient operations, all parties will so conduct themselves to promote this spirit.

ARTICLE I MANAGEMENT RIGHTS

Section 1.1:

There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, Powers, and authority which the Town had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include but are not limited to the right to manage its operation; to contract or subcontract services provided such decision does not cause a reduction in force; direct, select, decrease, and increase the work force, including hiring, promotion, demotions, transfer, suspension, discharge, or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additional hereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees, regulate quality and quantity of productions and to run the department.

ARTICLE II RECOGNITION

Section 2.1:

The Town hereby recognizes the Union as the sole and exclusive representative of all eligible non-supervisory employees in the Highway, Maintenance, and Parks divisions of the Department of Public Works, including mechanics and road foreman, for bargaining with respect to wages,

hours of work, and conditions of work (as specified in CSLRB Case No. ME-1365, dated December 20, 1965; CSLRB Case No. ME-1741, dated March 28, 1969, CSLRB Case No. ME-4291, dated January 17, 1978) and CSBLR Case No. ME-31945, dated March 1, 2016.

ARTICLE III UNION SECURITY AND DUES CHECK-OFF

Section 3.1:

Any employee hired after the effective date of this Agreement and any employee who has become a member of the Union prior to the effective date of this Agreement shall remain or become and remain a member of the Union in good standing and shall pay to the Union monthly Union dues in the amount uniformly required of its members. In lieu thereof any current employee or any employee hired after the effective date of this Agreement may choose to pay a monthly service fee to the Union in the amount uniformly required of service fee payers subject to applicable law.

Section 3.2:

The Union, its officers, and members shall not intimidate or coerce employees into joining the Union.

Section 3.3:

It is understood and agreed that there will be no initiation fees for present employees as of the effective date of this Agreement.

Section 3.4:

The Town will deduct from the wages of each employee who individually and voluntarily authorizes in writing such deduction a sum equal to the monthly dues or service fees levied by the Union in accordance with its constitution and by-laws. Such authorization shall be effective the month received by the Town. Such deductions shall be made on a regular payday and sent to the designated Treasurer of the Union, no later than the end of the calendar month in which the deductions were made. The Town will submit to the Union a monthly record of those employees from whom deductions have been made, together with the amount of such deductions.

Section 3.5:

The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claims against the Town for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE IV SENIORITY

Section 4.1:

Seniority is determined as an employee's most recent period of continuous service within the

certified unit.

Section 4.2:

An employee's seniority will be broken and cease when he:

- a) quits;
- b) retires;
- c) is discharged for cause;
- d) obtains a leave of absence by false or misleading statements;
- e) utilizes a leave of absence for any other purpose than for which it was granted;
- f) is absent from work three (3) consecutive working days without acceptable reason or without giving notice to his supervisor;
- g) exceeds a leave of absence without a satisfactory explanation to the Town;
- h) fails to report to work within ten (10) working days after notice of recall ;
- i) accepts employment elsewhere while on leave of absence; or
- j) is laid off for a consecutive period equal to his seniority at the time of such layoff but in no event to exceed twelve (12) months.

Section 4.3:

Upon request, the Town shall prepare a list of permanent employees within the bargaining unit showing their seniority in time of service with the Town and deliver the same to the Union President.

Section 4.4:

When a vacancy exists, the procedure for selecting an applicant shall be as set forth in the Civil Service Board Rules dated January 1, 1993, except that if two or more of the highest scoring applicants receive identical scores, the job vacancy will be offered to the one with the greatest seniority.

Section 4.5:

New employees (non-seasonal) shall have a probationary period of one hundred eighty (180) days after which they shall be classified as permanent employees. The probationary period shall be counted as part of the period after the employee is considered permanent. An employee will not be eligible for any benefits until the ninety-first (91st) day of his probationary period, except for health and life insurance, for which the employee shall become eligible on the first day of the month following that in which he commences employment. During said probationary period, an employee may be terminated at the sole discretion of the employer without recourse to the grievance procedure or arbitration language in this Agreement.

Discipline

Section 4.6:

No permanent employee shall be disciplined except for just cause. The Union shall be provided a copy of the discipline indicating the reasons for such discipline.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied.

Progressive disciplinary process shall normally follow:

1. a verbal warning, supported by written verification;
2. a written warning;
3. suspension without pay;
4. discharge.

Progressive discipline is not applicable in every instance where disciplinary action is warranted. Specifically, if an employee's violation of work rules or policies involves gross misconduct (such as actions which involve the violation of state or federal laws, actions involving workplace violence, public intoxication and/or disorderly conduct, etc), the employee may not be eligible for progressive discipline and instead will be subject to more serious disciplinary action, up to and including immediate termination.

Verbal warnings shall be valid for twelve (12) months provided no disciplinary action of a related nature has taken place during that period. Written warnings shall be valid for eighteen (18) months provided no further discipline of a similar nature has occurred during that period.

Section 4.7:

A personal leave of absence shall not break an employee's seniority, but the period of absence shall not be part of his accumulated service for seniority. An employee shall not accrue or receive benefits while on leave.

Layoff

Section 4.8:

- A. When the work force is to be reduced, the least senior employee in the classification being reduced shall be laid off first and shall receive two (2) weeks notice of said layoff. Upon layoff, such employee(s) shall be entitled to any available job opening in the same or lower classification, provided he/she can perform that work. If there are no vacancies the employee so laid off shall bump the least senior, junior employee in any lower classification in the department providing he/she can perform the work. Such least senior employee who is so displaced shall have the same bumping rights as a laid off employee. If any employee does not have greater seniority than any employee, he/she shall be laid off from employment with the Town.
- B. Any other provision of this Agreement notwithstanding, no bargaining unit work shall be performed by non-bargaining unit employees, outside contractors or volunteers, until all qualified employees on recall status have been offered said work assignment. This provision shall not apply if said work affecting any individual job classification is not in excess of thirty (30) working days throughout the fiscal year.

Section 4.9:

Recall shall be in order of seniority. Employees will have recall rights for eighteen (18) months following the date of layoff. Recall will have classification, that is, employees will be recalled at the classification(s) from which they were laid off providing they can perform the work. The Town is entitled to rely on the last address furnished to the town in writing by the employee. Employees must report to work within Two (2) weeks following the date on which the recall

notice is mailed.

ARTICLE V HOURS OF WORK

Section 5.1:

Regular hours of employment for all employees in the bargaining unit shall be forty (40) hours per week divided over five (5) consecutive working days of eight (8) hours each, Monday through Friday.

Section 5.2:

Each employee shall be entitled to one (1) fifteen (15) minute paid coffee break in the morning, one fifteen (15) minute paid coffee break in the afternoon, a thirty (30) minute unpaid lunch break, and fifteen (15) minutes at the end of the day to clean up, if needed.

Section 5.3:

Hours worked in excess of eight (8) per day, Monday to Friday, inclusive or in excess of forty (40) hours per week shall be compensated at time and one-half of the regular rate.

Section 5.4:

Employees called back to work after their regular work day shall be paid from the time they are notified to report to work, provided they report to work no later than one-half hour after such notification. Any employee so recalled shall be guaranteed three (3) hours paid at the applicable premium rate.

Section 5.5:

Any work performed on a Saturday as such shall be compensated at time and one-half of the regular with a guaranteed minimum of three (3) hours paid at the premium rate.

Section 5.6:

Any work performed on an agreed holiday as such, shall be compensated at double time the regular rate plus holiday pay with a minimum of three (3) hours paid at the premium rate.

Section 5.7:

Any work performed on a Sunday as such shall be compensated at double time of the regular rate with a guaranteed minimum of three (3) hours paid at the premium rate.

Section 5.8:

- A. Employees shall be required to work overtime when ordered unless excused by the supervisor. Proffered overtime shall be charged to the overtime limit.
- B. At the employee's discretion, he/she may elect to receive, in lieu of overtime payments, compensatory time off at the same rates as described for overtime payments in Section 5.4 through 5.8 supra. Said compensatory time shall be used in a minimum of at least an hour at the beginning or end of a shift and is limited to forty (40) hours of accumulation per fiscal year (July 1- June 30). Said compensatory time

shall be used at a mutually agreed time by June 1st. If time is not used by June 1st, such time will be paid out by the Town before the end of the fiscal year.

Section 5.9.1:

The following procedures shall be followed for all overtime worked:

A. All overtime shall be equalized over the fiscal year by classification among qualified employees who volunteer. A volunteer overtime list shall be maintained by the Town.

1. An employee shall be charged on the list when:
 - (a) He works overtime;
 - (b) The employee is asked and cannot work due to:
 - (i) being sick the day of the overtime opportunity;
 - (ii) personal reasons;
 - (iii) refusal;
 - (iv) vacation; or
 - (v) leaves work voluntarily while on overtime.
 - (c) The Town is unable to contact him at the phone number supplied by the employee, and management is kept aware of updated number.
 - (d) The employee shall be charged overtime from the time employee is contacted by supervisor.
2. All voluntary snow overtime, i.e., not an all out storm (plowing and sanding), will be assigned as one category. The employee on the voluntary list with the least amount of time, regardless of job classification, is to be asked first.
3. An employee that is on the voluntary list and is excused from work for being on workers' compensation will be taken off said list. When the employee returns to work his overtime charges shall be deemed to be equal to the average for his job category.
4. The voluntary overtime list will run from July 1 to June 30 of each year. An employee may request that he be removed from the list. If an employee wishes to be added to the list after the beginning of the year, he shall be deemed to have the highest amount of overtime in his classification as of his date of entry. Voluntary list will be started with seniority and any event of equal time will be decided on seniority.
5. Overtime list to be updated per incident, but not more than once per day.
6. Hours charged on overtime list do not have to match hours paid or unpaid.

7. The employee with the least hours charged within his classification will normally be called first.
 8. The list shall be posted, management and hourly employees to be made aware of it. The Town shall provide a copy of the list to the Unit President on a weekly basis. Such list shall include the hours charged to each employee.
 9. Any Maintainer I-IV in the highway division on the voluntary overtime list shall be entitled to work the voluntary overtime at the Transfer Station.
 10. If there is an error in the distribution of overtime, the employee who should have been called to work but was not called will be offered the next available overtime opportunity. This shall be the exclusive remedy for a violation of overtime distribution procedures.
- B. In the event an emergency exists, no employee may refuse to work overtime. For purposes of this Article, "emergency" shall mean any situation that poses an immediate threat to public safety.
 - C. When a non-emergency overtime opportunity exists, the Town shall first seek volunteers from qualified employees in the appropriate classifications on the volunteer list. If the Town fails to secure sufficient volunteers from the volunteer list, the Town may next seek volunteers from qualified employees in the applicable classification who are not on the volunteer list in order of seniority. In the event the Town is still unable to secure a sufficient number of volunteers, it may then mandate qualified employees in the appropriate classification in inverse order of seniority.
 - D. Any mandated employee who refuses to work, or employee who volunteers to work then refuses or otherwise fails to work overtime, in addition to being charged for the hours, shall be subject to discipline pursuant to Section 5.9.2.
 - E. The Town may mandate any employee to work up to one hour beyond the end of the regular workday for purposes of completing that day's work. Any employee who refuses or otherwise fails to do so, and is not excused by his supervisor for good cause, shall be subject to disciplinary action pursuant to Section 5.9.2. This subparagraph E shall not apply to the mechanics classification.

Section 5.9.2:

Any employee who fails to respond to an overtime call in an emergency situation or to comply with a directive to work overtime as required under Section 5.9.1., in addition to being "charged," then such employee shall be subject to the following disciplinary procedures:

- First violation ---written warning
- Second violation ---one-day suspension
- Third violation ---five day suspension
- Fourth violation ---discharge

Section 5.9.3:

Any discipline received in item 5.9.2 above shall remain active in the employee's record for at least one (1) year and will not be used for purposes of progressive discipline after one (1) year from the date of the most recent discipline at which time the employee's record shall be cleared.

Section 5.9.4:

In those emergency overtime situations dealing with snow removal the Town agrees that the current incumbents in the Maintainer III classification in the Parks Department shall be used on a rotating basis as drivers on the Parks Department vehicle (s) utilized for snow removal. In addition to the qualified drivers from the Parks Department, the Town shall rotate other Parks Department employees, except the mechanic, as a driver trainee with said driver(s), during the life of this Agreement.

Section 5.10:

Subject to the restrictions of Section 5.9, overtime shall be equalized within classifications wherever practicable. Employees shall furnish the Town with a telephone number at which they may be contacted for emergency overtime. In addition, when notified by the Town that they may be requested to work overtime, they shall keep the Town notified of their whereabouts, if it is different from the telephone number regularly provided. The Union will be given a weekly list of employees who worked overtime hours during the previous week. Proffered overtime shall be charged to the overtime list.

Section 5.11:

Employees of the Department may be placed on standby status for possible emergency overtime. This standby status shall not exceed four (4) hours in any twenty-four (24) hour period. Any employee placed on standby status shall be compensated at their regular hourly rate for all hours on said standby status, in addition to any other earnings.

Section 5.12:

An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor except in any emergency or to complete jobs which, once started, must be completed for economic or safety reasons.

Section 5.13:

Employees will remain on the clock during lunch period of overtime work for any hours of work after 4:30 p.m.

Section 5.14:

There shall be no pyramiding of overtime.

**ARTICLE VI
WAGE BENEFITS**

Section 6.1:

For the contract year commencing and retroactive to July 1, 2016 and ending June 30, 2017, the wage schedule in effect on June 30, 2016 shall be increased by two and a half percent (2.5%).

Section 6.2:

For the contract year commencing July 1, 2017 and ending June 30, 2018, the wage schedule in effect on June 30, 2017 shall be increased by two and a half percent (2.5%)

Section 6.3:

For the contract year commencing July 1, 2018 and ending June 30, 2019, the wage schedule in effect on June 30, 2018 shall be increased by two and a quarter (2.25%).

Section 6.4:

Annually, on July 1, all permanent employees on the active payroll shall receive a clothing allowance in the amount of one hundred twenty-five (\$125-) dollars. Any newly hired employee shall, upon successful completion of his/her probationary period, receive a clothing allowance of one hundred twenty-five (\$125) dollars. Any permanent employee not on the active payroll on July 1st shall receive a clothing allowance in the amount of one hundred twenty-five (\$125) dollars upon his/her return to active status within the fiscal year.

Section 6.5:

Workers will remain in the division to which they are assigned on the effective date of this Agreement, however, interdivisional assignments may be made depending upon departmental needs.

Section 6.6:

Employees shall advance from Step 1 to Step 2 on the one year anniversary in their position.

Section 6.7:

Each employee in the above classifications will receive the pay rate indicated in the pay scale, provided however that such employee does not receive an adverse evaluation from his supervisor, and providing this agreement does not conflict with any regulation promulgated by the Federal Government.

Each employee shall receive his or her pay statement in a sealed envelope or via email, at the employee's option. All employees shall be paid only via direct deposit.

The Town shall have the right to pay biweekly, however such change shall not occur before June 30, 2018. The Town shall provide thirty (30) days' notice of such change.

Section 6.8:

Each employee shall be given a copy of his evaluation report. Such employee shall have the right to grieve such report, if adverse.

Section 6.9:

An employee designated to perform the assignment of mason or work in an aerial lift shall be paid at the rate of one dollar and twenty-five cents (\$1.25) per hour in addition to his/her regular hourly rate for all hours assigned and worked as a mason or work in an aerial lift.

Section 6.10:

An employee below the classification of Junior Equipment Operator required to perform duties

requiring a Class I license shall be paid at the minimum rate for the Junior Equipment Operator classification for all hours actually worked in said assignment.

Section 6.11:

When an employee is designated to work with a certified carpenter, electrician, painter, mason plumber or mechanic and is assigned to perform the work normally performed by these tradespeople, he/she shall be paid an additional fifty (\$.50) cents per hour over his/her regular rate for all hours actually worked in said assignment, provided that his total rate does not exceed the maximum rate for the maintenance-tradesman classification.

Section 6.12:

Employees shall move to Step 3 of the wage schedule upon reaching their tenth (10th) anniversary. Employees will move to Step 4 of the wage schedule upon reaching their fifteenth (15th) anniversary.

Insurance

Section 6.13:

Full time permanent employees and their eligible dependents shall be covered by the following insurance:

Effective 7/1/16, the Town shall participate in the State of CT Partnership plan subject to the terms and conditions of the Plan and as further provided in Appendix C.

- A. Medical insurance in the preferred provider plan summarized in Appendix C.

Employees may elect to waive all group health coverage. Notice of intent to elect the waiver must be filed during open enrollment . The waiver shall remain in effect until the employee files a written request for reinstatement of insurance, once during open enrollment in the month of June or if they experience a qualifying event.

Waivers under this Section must be permitted by the applicable insurance companies and policies. Employees whose spouse may also be an employee of the Town or the Trumbull Board of Education shall be ineligible for this insurance waiver.

This waiver option is not available to any employee whose alternative coverage does not meet the standards of the ACA. The employee seeking the waiver must show proof of the components of the alternate plan

Effective upon ratification, the parties agree to establish a Health Care Cost Containment Committee to study and make recommendations on ways to improve health care and/or contain/reduce medical insurance costs. These activities shall not constitute bargaining for the purpose of negotiations under MERA.

Section 6.15:

- (a) Effective and retroactive to July 1, 2016, employee contributions for health insurance shall be twelve and a half (12.5%) percent.

- (b) Effective July 1, 2017, employee contributions shall be thirteen (13%) percent.
- (c) Effective July 1, 2018, employee contributions shall be thirteen and a half (13.5%) percent.
- (d) The Town shall implement an IRS § 125 Plan such that employee contributions toward the cost of health insurance are treated as paid with pre-tax dollars.

Section 6.16:

Each employee shall receive group life insurance in the amount of \$30,000 as provided for in the certificate of coverage, at no cost to the employee.

Section 6.17:

In the event negotiations are commenced under Appendix C after a new plan is established, any subsequent plan will be subject to the provisions of this section. The Town shall provide the insurance set forth in Sections 6.14 provided, however, that the Town may substitute for said insurance any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurance and provided further than in determining whether or not a plan is "equal to or better than," reliability and reputation for prompt payment shall be considered.

In the event the Union objects to the substitution of a plan for said insurance, then before making such substitution, the Town shall file a written request, with notice to the Union, that the America Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than" said insurance. The burden of proof shall be on the Town.

Pension

Section 6.20:

Employees shall be covered by the Town Pension Plan as provided for in said Plan. Employee contributions towards the pension plan shall increase as follows:

June 30, 2016: 6.0%

The Town shall provide each employee with a copy of the Plan.

Employees hired before January 1, 2015 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan). Employees hired on or after January 1, 2015, shall not be eligible to participate in the Town Defined Benefit Pension Plan; rather, they shall be eligible to participate in the Town Defined Contribution Retirement Plan. The Town will match employee contributions in the Defined Contribution Plan at 7 %. The Town shall provide or make available a copy of the Defined Contribution or Defined Benefit Plan as applicable. Contributions shall commence on the first of the month following hire.

The following shall apply to the Town's Defined Contribution Plan:

- Employee participation is mandatory.
- Employees must contribute a minimum of seven percent (7%).
- Vesting of Employer contributions shall be as follows:
 - Year 1 = 20%
 - Year 2 = 40%
 - Year 3 = 60%
 - Year 4 = 80%
 - Year 5 = 100%
- No personal loans.
- Normal retirement is Age 62.
- All other terms as per the Town's Defined Contribution Plan dated February 15, 2012 except employee and Town's contributions shall start upon date of hire.

The Town will provide the Union with at least one hundred twenty (120) days' notice of any change to the plan administrator and allow the Union the opportunity to discuss the change.

Tool Allowance

Section 6.21:

Any employee required by the Town to provide his/her own tools shall receive an annual tool allowance in the amount of two hundred fifty (\$250) dollars.

In addition to the above referenced allowance, any employee who has his/her tool(s) stolen as a result of force entry shall have these tools replaced by the Town, providing said tools are on an inventory approved by the Supervisor.

Employees that utilize the tool allowance reimbursement must provide the Director of Public Works with an appropriate receipt.

Workers' Compensation

Section 6.22:

Commencing on the fifth (5th) day and continuing twelve (12) months, an employee on Workers' Compensation may be paid the difference between the employee's regular weekly earnings and the amount of weekly workers' compensation. Once an election is made in writing pursuant to this Section for a given work related injury, the election may not be revoked. Said pay may be deducted from his/her accumulated sick time.

Retiree Insurance

Section 6.23:

Upon retirement under the Town pension plan, employees may elect to purchase at their own expense; the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at group rates. Employees so electing shall make payments for said insurance in the manner specified by the Town. Employees must be between the ages of sixty-two and sixty-four, inclusive in order to purchase such benefits. Upon reaching Medicare age, employees shall be entitled to purchase through the Town group rate, Medicare Supplemental insurance and supplemental drug rider.

Disability

Section 6.24

The Town shall provide, at no expense to employees disability insurance which will provide sixty six and two-third percent (66.66%) replacement income for twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury.

The following shall apply for purposes of the interpretation and application of the above referenced:

1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the Town and from engaging in other gainful employment. Notwithstanding, the employee may earn an amount not to exceed the differential between his/her normal rate of pay and the 66-2/3 % salary continuation provided for hereunder.
2. There shall be a fifteen (15) work day waiting period. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the 15-day period. During the 15-day waiting period, employees may utilize any accrued paid leave such as sick leave, vacation or personal days and/or compensatory time. The STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.
3. The maximum duration of the disability period shall be 26 weeks. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.
4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.
5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send the employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employees' physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not

ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.

6. Employees shall be entitled to one disability leave of absence per occurrence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same occurrence needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure set forth in paragraph 5, at the Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3rd of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:
 - A. Shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.
 - B. Employee will not be denied earning normal personal time provided under contract.
 - C. Employee will continue to accrue vacation time at an adjusted rate of 66 2/3 %.
 - D. The employee will accrue one (1) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.
8. The employee shall not be entitled to use accumulated sick leave to augment disability pay that it will equal 100% of employee's base pay.
9. Union dues and all other legal deductions shall continue during the disability period. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.

10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability. For example, if they were contributing 1 % of their annual salary towards medical insurance, they will contribute 1 % computed at their disability salary (66.6%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

ARTICLE VII JOB CLASSIFICATIONS

Section 7.1:

Upon request, a copy of his classification, job description, and current wage scale shall be given to each employee.

Section 7.2:

Employees assigned work in a higher classification shall receive the wages of that classification at the corresponding step, provided however: (a) that he works proficiently for a majority of the day performing those duties which distinguish the higher classification from the lower classification; and (b) is not acting in a training or helper capacity pursuant to Section 6.10 or 6.12.

Section 7.3:

Any change in job classification or content shall be brought to the attention of the Union promptly.

Section 7.4:

If there is no road foreman or lead man available, the Town may assign an employee to be designated as acting foreman or lead man. Any acting foreman or lead man shall be paid at the rate for the road foreman or lead man's classification (as applicable), which provides the working-out-of classification employee with at least one full step, or an additional one dollar (\$1.00) per hour, whichever is greater.

Effective upon ratification or imposition of the contract, the position of Park Leadman shall receive an additional one dollar and fifty cent (\$1.50) increase. In consideration for this increase, the position shall not be eligible for supplemental pays as contained in this agreement. Effective 7/1/17, the position for Park Leadman shall receive a one dollar (\$1.00) per hour increase provided the employee has obtained the necessary certification in pool maintenance.

**ARTICLE VIII
HOLIDAYS**

Section 8.1:

The following holidays shall be recognized as paid holidays:

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

Section 8.2:

The floating holiday shall be selected by the Town, provided however, that such floating holiday shall either precede or follow one of the agreed holidays above, or shall either precede or follow a regular weekend.

Section 8.3:

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed Friday preceding the holiday.

Section 8.4:

In order to be eligible for holiday pay, employees must work their regular work schedule the last scheduled workday prior to and the next scheduled workday after such holiday.

Section 8.5:

An employee will be relieved of the obligation to comply with the conditions of Section 8.4 above if such absence is caused by such employee's bona fide injury or illness which is verified upon request.

**ARTICLE IX
VACATIONS**

Section 9.1:

All full time permanent employees shall be granted annual vacation leave as follows:

1 but less than 5 years of service	10 days
5 but less than 10 years of service	15 days
10 but less than 20 years of service	20 days
20 or more years of service	25 days

Employees shall be credited with additional vacation beyond ten days upon completing their fifth, tenth and twentieth year of employment.

Section 9.2:

Employees shall be granted their vacations by seniority preference in bid periods for week-long vacation blocks. The bid periods shall be March 31st and September 1st, outside of those bid

periods vacations shall be granted pursuant to the current practice subject to the demands of service and subject to approval by the department head. An employee may take vacations at half-day increments upon 24 hours' notice, subject to the needs of the department. Additionally, any request for vacation time of less than one full week must be submitted in advance to the Department Head equal to the amount of vacation time requested.

Section 9.3:

Prorate vacation pay will be granted to employees who have more than one year of service, who voluntarily quit after giving two weeks notice to the Town, or who are laid off or terminated for the convenience of the Town. However, it is understood and agreed that no prorated vacation pay will be granted to any employee who is discharged for cause.

Section 9.4:

Employees with at least three (3) weeks vacation time shall be permitted to carryover, to the following year, two (2) weeks vacation time. If the carried over time is not used the following year, the employee loses the time.

ARTICLE X LEAVE PROVISIONS

Sick Leave

Section 10.1:

Full time permanent employees shall be granted paid sick leave on the basis of one day per month up to twelve (12) days per year.

Unused sick leave may be accumulated from year to year to a total of one hundred fifty (150) days.

Section 10.2:

Employees may be required to present a doctor's certificate for absences due to illness or injury of three (3) working days or more, and for each absence in the event of an employee who has six (6) or more absences in a rolling twelve (12) month period. It is understood and agreed that prior to the time that an employee returns to work from sick leave, the Town has the right to require that such employee submit to a physical examination by a doctor of the Town's choosing and at the Town's expense.

Section 10.3:

Employees on probation are not eligible to receive sick benefits until the ninety-first (91st) day of their probationary period but upon completion of ninety (90) days of the probationary period their sick benefits shall be credited retroactively from the date of employment.

Bereavement Leave

Section 10.4:

Five (5) working days' absence with pay shall be allowed for each occurrence in the event a death occurs in the immediate family of an employee. The immediate family is defined as the employee's spouse, children, mother, father, current mother-in-law or current father-in-law.

Two (2) working days' absence with pay shall be allowed for each occurrence in the event a death occurs to an employee's sister, brother, , or grandparents. Such funeral leave is not to be subtracted from sick leave.

Personal Leave

Section 10.5:

Two (2) personal days per year (noncumulative) shall be granted to permanent employees. Employees hired prior to July 1st shall, upon hire, receive two (2) personal days in their first year of employment. Employee hired on or after July 1st shall, upon hire, receive one (1) personal day. Personal time shall be used before the last pay period of the calendar year. Personal days may be used in increments of one-half day. Except for an emergency, employees shall provide the department head with at least forty-eight (48) hours notice of use of personal days. Nothing herein shall require the Town to grant personal leave to more than two employees on a given day. Effective January 1, 2017 and each year thereafter, employees shall be credited and be able to use personal leave commencing the first full pay period of each calendar year.

Section 10.6:

Personal leave of absence without pay may be granted for thirty (30) days, renewable up to six (6) months upon the recommendation of the department head .

Section 10.7:

Personal leave of absence shall not be granted for taking or seeking other employment.

Section 10.8:

Employees on personal leave of absence shall be expected to reimburse the Town of Trumbull currently for the cost of any pension and insurance maintained during their absence.

Section 10.9:

Employees on personal leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 10.10:

Employees shall not accumulate seniority while on personal leave.

Accumulated Sick Leave

Section 10.11:

Each employee who terminates his/her employment with the Town of Trumbull following his/her normal retirement date, as defined in Section 1.2 of the "Town of Trumbull Retirement Plan" adopted April 12, 1976, shall be eligible to receive payment for unused accumulated sick leave. Such payment shall be made at the wage rate in effect on January 1 of the year in which the sick days are accumulated, representing fifty percent (50%) of unused accumulated sick leave, up to a maximum of seventy-five days.

In the event an employee who has reached his/her normal retirement date dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive the payment.

Section 10.12:

If the department head believes that an employee has established a pattern of taking sick leave such as, but not limited to, a pattern of Monday/Friday absences or other such pattern, the department head may meet with the employee and the Union to discuss such findings.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 11.1:

A grievance is defined as a dispute as to the interpretation or application of the specific provisions of this Agreement. The employee, the Union, and the Town have the right to file a grievance. Grievances as determined herein shall be settled promptly in the manner as hereinafter set forth.

Section 11.2:

Step 1 -Employee to Immediate Supervisor or Alternate-

The employee, and a union representative , as authorized by the employee, shall present to the employee's immediate supervisor or his alternate all facts pertaining to the problem or incident within ten (10) working days after the event giving rise to the grievance. The supervisor or his alternate shall adjust the problem or notify the employee and/or his representative of his decision within ten (10) working days after the event giving rise to the grievance. The Town will reimburse the steward for reasonable time lost from his normal work schedule in this step provided the prior approval of the supervisor is obtained.

Section 11.3:

Step 2 -To the Department Head or Alternate-

If the employee or his representative feel there should be further review, the facts pertaining to the problem should be presented to the Department Head. or his alternate, in writing by the Union representative and signed by the employee or Union representative within ten (10) working days after the response at Step 1. The department head or his alternate shall review the problem and discuss it with the employee and representative and render his decision within ten (10) working days of receipt of the grievance at Step 2. The Town will reimburse the Chief Steward for reasonable time lost from work in this step provided the prior approval of the department head has been obtained.

Section 11.4:

Step 3 -To the First Selectman or Designee-

If the Union still feels further review is necessary, the Union will request a hearing with the First Selectman or his designee within fifteen (15) days after receipt of the response at Step 2. The administrator in this level shall convene a hearing within thirty days of receipt of the grievance and render a decision no later than ten (10) days after the closing of the hearing. The Town will reimburse the Union's representative (not to exceed two (2) in number) for time lost from work for processing this step, provided the prior approval of the Town has been obtained.

Section 11.5:

In the event that the grievance is not resolved by the answer above, the union must notify the Town of its intent to submit the matter to arbitration within fifteen (15) days from the date of the response at Step 3, under the voluntary labor arbitration rules of the American Arbitration Association or any other mutually agreeable arbitrator or agency (which issue shall not be subject to arbitration). The arbitrator shall be empowered to hear and determine the issues by interpreting the provisions of this agreement and shall not have the power to add to, subtract from, alter, modify, or amend any provisions of this agreement. In the event that back pay or any other money damages are an issue, the arbitrator may not award any such back pay or other money changes retroactively from the date that the grievance is first reduced to writing and presented to the other party as set forth in Step 2 above. The decision of the arbitrator shall be final and binding on the parties.

**ARTICLE XII
SAFETY AND HEALTH**

Section 12.1:

The Town agrees to provide a work environment free of hazardous situations.

Section 12.2:

Should an employee complain that his work requires him to be in situations unsafe or unhealthy, in violation of acceptable safety rules, the matter shall be considered immediately and corrected by representatives of the Town providing his claim has merit.

Section 12.3:

Helmets shall be furnished employees on jobs wherever overhead hazards are present and foul weather gear and gloves shall be furnished whenever situations warrant it. Failure to wear protective equipment when instructed shall be cause for discipline, up to and including dismissal.

Section 12.4:

During snow removal and sanding operations, an effort will be made to provide a minimum of two employees on all Town equipment engaged in these operations, up to the extent of the work force presently engaged in the operations. Provided however, the foregoing shall not apply where fewer than three (3) trucks are called out, provided further that such call-outs will usually not exceed three (3) hours.

Section 12.5:

The Town will put into effect a system whereas employees who use motorized equipment will be required to complete a safety check list and submit same to the Foreman on a daily basis.

Section 12.6:

The Town shall provide to the employee annually a voucher to be redeemed at supplier designated by the Town for the purpose of obtaining safety shoes pursuant to the current departmental practice.

Section 12.7:

The Town may require any employee who it has reasonable suspicion to believe is under the

influence of drugs or alcohol to submit to an alcohol/drug test. In the case of any drug test, the Town shall comply with Section 31-51 of the General Statutes of Connecticut (as amended from time to time). When testing, the Town shall take all reasonable steps to ensure the privacy and dignity of the employee.

Section 12.8:

The Town will establish a Safety Committee that will meet regularly to discuss Health and Safety concerns of the Town. The Committee will include at least two bargaining unit members.

Section 12.9:

Effective July 1, 2017, the Town shall designate a facility where, employees required to maintain a CDL can, on an every other year basis, obtain a CDL physical at no cost to the employee. Employee not utilizing the designated facility will not be reimbursed for the cost of the physical.

**ARTICLE XIII
NO STRIKE/NO LOCKOUT**

Section 13.1:

During the life of this Agreement, there shall be no strike, slowdown, or stoppage of work by employees or the employer, nor shall there be any lockout by the Town in any part of the Town's operation.

Section 13.2:

Participation by any employee in an act violating this Article in any way will be complete cause for immediate discharge.

**ARTICLE XIV
SUPERSENIORITY**

Section 14.1:

Officers and stewards of the Union shall have superseniority in the event of layoff, in their same or lower classification.

**ARTICLE XV
PRIOR PRACTICES**

Section 15.1:

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that the employees have enjoyed heretofore



**ARTICLE XVI
GENERAL**

Section 16.1:

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he receives for jury duty and the amount he would normally earn for a regular workday (excluding overtime). Employees must notify the department head immediately upon receipt of jury notices.

Section 16.2:

A military leave of absence will be granted for a maximum of two (2) weeks whenever an employee who is a member of a reserve or National Guard unit is required to report for short-term training. He will be paid the difference between the total military pay received and his regular straight time earnings had he worked the period of time governing the tour of duty.

Section 16.3:

Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, handicapping condition, or union membership.

Section 16.4:

Effective January 1, 2010, the use of take home vehicles by bargaining unit members shall be discontinued.

Section 16.5:

The Town shall provide each employee with a copy of this Agreement.

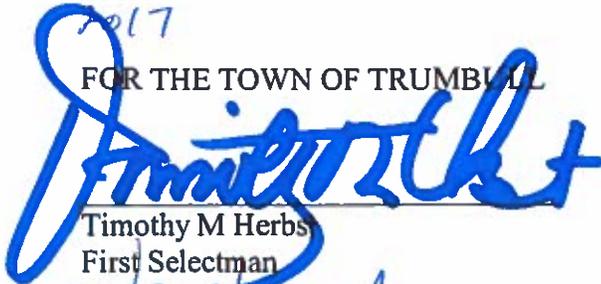
**ARTICLE XVII
DURATION**

Section 17.1:

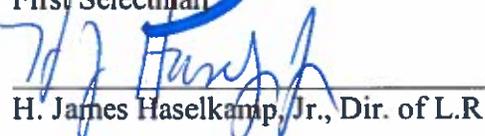
This Agreement shall remain in full force and effect from July 1, 2016, through June 30, 2019, and negotiations for a successor agreement shall commence in accordance with the Municipal Employee Relations Act, as amended from time to time. Unless specifically identified as retroactive, any changes from the prior contract shall become effective upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hand and seals this ^{2nd} day of ~~March~~ ^{February}, 2015.

FOR THE TOWN OF TRUMBULL

2017


Timothy M Herbs
First Selectman


H. James Haselkamp, Jr., Dir. of L.R

UPSEU LOCAL 424, UNIT 108


Kevin E. Boyle, Jr.
Union President

Michael Riccardi, Local President

APPENDIX

A-1

Effective
7/1/2016

Title	Step 1	Step 2	Step 3 (10 yrs)	Step 4 (15 yrs)
HWM I	\$21.61	\$22.67	\$22.90	\$23.07
HWM II	\$24.16	\$25.35	\$25.63	\$25.74
HWM III	\$24.75	\$25.97	\$26.28	\$26.37
HWM IV	\$25.03	\$26.24	\$26.55	\$26.65
JR GRADE OP	\$28.46	\$29.94	\$30.14	\$30.29
WEIGHMASTER	\$28.48	\$29.96	\$30.14	\$30.29
ROAD FOREMAN	\$28.70	\$30.14	\$30.41	\$30.50
SR OP	\$29.20	\$30.67	\$30.89	\$31.02
SR OP/LEADMAN	\$30.61	\$32.16	\$32.38	\$32.51
GARAGE MECH	\$24.58	\$25.76	\$26.04	\$26.14
MOTOR EQUIP REP	\$30.61	\$32.16	\$32.38	\$32.51
SR. MECH	\$31.29	\$32.88	\$33.15	\$33.25
PK-MECH	\$25.83	\$27.13	\$27.34	\$27.53
PK-LEAD	\$25.83	\$27.13	\$27.34	\$27.53
MAINT-TM	\$30.61	\$32.16	\$32.38	\$32.51
MAINT-LEAD	\$33.48	\$35.15	\$35.40	\$35.54
GARDENER	\$26.36	\$27.64	\$27.86	\$28.04

**APPENDIX
A-2**

Effective 7/1/17

Title	Step 1	Step 2	Step 3 (10 yrs)	Step 4 (15 yrs)
HWM I	\$22.15	\$23.24	\$23.47	\$23.65
HWM II	\$24.76	\$25.98	\$26.27	\$26.38
HWM III	\$25.37	\$26.62	\$26.94	\$27.03
HWM IV	\$25.66	\$26.90	\$27.21	\$27.32
JR GRADE OP	\$29.18	\$30.69	\$30.89	\$31.05
WEIGHMASTER	\$29.20	\$30.71	\$30.89	\$31.05
ROAD FOREMAN	\$29.42	\$30.89	\$31.17	\$31.27
SR OP	\$29.93	\$31.43	\$31.67	\$31.79
SR OP/LEADMAN	\$31.37	\$32.97	\$33.19	\$33.33
GARAGE MECH	\$25.19	\$26.40	\$26.69	\$26.79
MOTOR EQUIP REP	\$31.37	\$32.97	\$33.19	\$33.33
SR. MECH	\$32.08	\$33.70	\$33.98	\$34.08
PK-MECH	\$26.48	\$27.81	\$28.02	\$28.22
PK-LEAD	\$26.48	\$27.81	\$28.02	\$28.22
MAINT-TM	\$31.37	\$32.97	\$33.19	\$33.33
MAINT-LEAD	\$34.31	\$36.03	\$36.29	\$36.43
GARDENER	\$27.02	\$28.34	\$28.56	\$28.75

**APPENDIX
A-3**

Effective 7/1/18

Title	Step 1	Step 2	Step 3 (10 yrs)	Step 4 (15 yrs)
HWM I	\$22.65	\$23.76	\$24.00	\$24.18
HWM II	\$25.32	\$26.57	\$26.86	\$26.97
HWM III	\$25.94	\$27.22	\$27.54	\$27.64
HWM IV	\$26.23	\$27.50	\$27.82	\$27.93
JR GRADE OP	\$29.83	\$31.38	\$31.58	\$31.74
WEIGHMASTER	\$29.85	\$31.40	\$31.58	\$31.74
ROAD FOREMAN	\$30.08	\$31.58	\$31.87	\$31.97
SR OP	\$30.61	\$32.14	\$32.38	\$32.51
SR OP/LEADMAN	\$32.08	\$33.71	\$33.94	\$34.08
GARAGE MECH	\$25.76	\$27.00	\$27.29	\$27.39
MOTOR EQUIP REP	\$32.08	\$33.71	\$33.94	\$34.08
SR. MECH	\$32.80	\$34.46	\$34.74	\$34.85
PK-MECH	\$27.07	\$28.44	\$28.65	\$28.85
PK-LEAD	\$27.07	\$28.44	\$28.65	\$28.85
MAINT-TM	\$32.08	\$33.71	\$33.94	\$34.08
MAINT-LEAD	\$35.09	\$36.84	\$37.11	\$37.24
GARDENER	\$27.63	\$28.97	\$29.20	\$29.39

APPENDIX B

HEALTH INSURANCE PLAN

(See Attached plan design after Appendix c)

APPENDIX C

Memorandum of Agreement

Notwithstanding any other provisions in the applicable contracts to the contrary, the Town of Trumbull and its Unions agree to the following:

1. Effective July 1, 2016, or when administratively feasible, the Town will change its current health program to the State Partnership Plan 2.0. The health benefits shall be those exclusively provided under the State Partnership Plan for health, pharmacy, vision and dental coverages. (Dental Coverage \$1500 Annual Maximum Plan with option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including penalties for non-compliance resulting in deductibles and premium penalties.
2. The parties recognize that this agreement is subject to the Town receiving State approval to join the Partnership. In addition, the Town reserves the right not to join the State Partnership Plan 2.0 in the event not all bargaining groups participate or are accepted.
3. Coverage eligibility for employees and eligible dependents shall commence on the first of the month following employment and shall end on the last day of the month in which they are separated. Coverage for eligible dependents shall continue up to age 26 for health, pharmacy, dental, vision irrespective of student status.
4. The Town shall have the unilateral right to withdraw from the State Partnership Plan. In the event the Town elects to withdraw, it shall notify the Unions of its decision as soon as possible. Penalties assessed by the State resulting from the Town's decision to withdraw from the State Partnership, shall be the responsibility of the Town. The Unions agree to negotiate on a coalition basis over the health benefits plan. The employee medical contribution rate shall also be the subject to negotiations upon withdrawal but shall not be conducted on a coalition basis. In the event an agreement is not reached within forty-five (45) days from said notice, the parties agree to proceed immediately to binding arbitration. The arbitration shall be a "one issue" arbitration with the Town and the Coalition each submitting their proposal for

the medical plan design. The parties agree to make their best efforts to expedite the process to ensure a decision within sixty (60) days of the expiration of the forty-five (45) day window for negotiations. The Unions may, if there is a substantial change in the State Partnership Plan 2.0 benefits, request bargaining over a substitute plan. In order to make such a request, the group must constitute at least a majority of the Town unions representing at least 50% of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. This reopener applies during the term of the applicable contract. Such demand to bargain over a substitute plan of benefits shall be made within thirty (30) days of such change. If the request to bargain is not made within thirty (30) days then the Plan will remain with the changes. If bargaining occurs, it shall be the process as outlined above. The eligibility for retiree coverage in the Police contract shall not be the subject of the reopener in the event there is a withdrawal from the State Partnership plan. The retiree plan of benefits shall be as determined in the collective bargaining agreement.

5. This agreement may be subject to approval by the Town Council.

For Town of Trumbull

For the Unions

H. James Haselkamp, Jr.

Robert Dunn, MATE

Mary Markham, MATHAS

Megan Murphy, Fire Marshal

Michael Ricciardi, DPW

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

Administered by
UnitedHealthcare/Oxford

IN NETWORK

CT Partnership Plan 2.0

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 High Cost Radiological & Diagnostic Tests	\$0 Co-pay
Deductible	Individual: \$350 Family: \$350 each member (\$1,400 maximum). Waived for HEP-compliant members.
Coinsurance	Not applicable
Max out of pocket	\$2,000 individual / \$4,000 family

PREVENTIVE SERVICES

CT Partnership Plan 2.0

Primary Care (Adult and Child Wellness Exams)	\$0 Co-pay
Gynecologist Wellness	\$0 Co-pay
Mammogram	\$0 Co-pay
Lifetime Maximum	Unlimited

OUT OF NETWORK

CT Partnership Plan 2.0

Annual Deductible	\$300 individual/\$900 family
Coinsurance	20% of allowable UCR charges
Max Out-of-Pocket	\$2,300 individual / \$4,900 family
Lifetime Maximum	Unlimited

CONNECTICUT PARTNERSHIP PLAN

2.0

MEDICAL BENEFIT SUMMARY

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

Administered by
UnitedHealthcare/Oxford

OTHER SERVICES

CT Partnership Plan 2.0

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

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		
Max out of pocket	\$4,600 individual / \$9,200 family		

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.

UnitedHealth Allies: This health discount program helps you, and your family, save money on many health and wellness purchases not included in your standard health benefit plan.

Visit
www.osc.ct.gov/ctpartner
to search the list of
network providers.

Preventive Service	Birth – age 5	Age 6 - 17	Age 18 – 24	Age 25 – 29	Age 30 – 39	Age 40 – 49	Age 50+
Preventive Visit	Once per year	Once 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 and Over - 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 starting at 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	One screening between the ages of 35 and 39. Otherwise as recommended by physician	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years starting at age 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

These requirements meet compliance with the HEP Preventive Program as outlined in the SEBAC agreement and have not changed from 2012.

As is currently the case under the State Health plan, any medical decisions will continue to be made by you and your physician

Town of Trumbull

Effective Date: July 01, 2016

This is a summary of benefits for your dental plan.

Cigna Dental Network Benefits

Calendar Year Maximum	
All categories	\$1,500*
Calendar Year Deductible	
Per Individual	\$0
Per Family	\$0
Preventive & Diagnostic Care	
Oral Exams Cleanings Routine X-Rays Non-Routine X-Rays Sealants Brush Biopsy	100%, No Deductible
Basic Restorative Care	
Fillings** Fluoride Application Periodontal Maintenance* Emergency Care to Relieve Pain Oral Surgery - Simple Extractions Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Stainless Steel/Resin Crowns	80%, No Deductible
Major Restorative Care	
Crowns / Inlays / Onlays Space Maintainers (limited to non-orthodontic treatment) Periodontics Oral Surgery- All Except Simple Extraction Surgical Extraction of Impacted teeth	67%, No Deductible
Orthodontia	
Coverage for Children until age 19 Lifetime Maximum	50%, No Ortho Deductible \$1,500
Pretreatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed.

*If enrolled in HEP, maximums are waived on Periodontal Maintenance and Periodontal Scaling and Root Planning procedures.

**For fillings other than amalgam, an alternate benefit may apply.

Please refer to the Summary Plan Description for a full listing of covered benefits, exclusions and limitations.

Where allowed by state law, in-network providers will charge no more than negotiated rate for non-covered services.



This summary provides only the highlights. For a complete list of both covered and non-covered services, including benefits that may be required by your state, see your Evidence of Coverage, Insurance Certificate or Summary Plan Description - the official plan documents. If there are any differences between this summary and the plan documents, the terms of the plan documents will take precedence.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries, including Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes, Cigna Dental Health of Kansas, Inc., Cigna Dental Health of Kentucky, Inc., Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

Your Personal Prescription Benefit Program

CT Partnership Plan

Your prescription benefit plan, administered by CVS/caremark, is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the reverse side, you will find details about the State of Connecticut Maintenance Drug Network, which offers two ways for you to save on your long-term medications.

	Acute Medications For short-term medications (Up to a 30-day supply)	Maintenance Medications For long-term medications (Up to a 90-day supply) (Mandatory Mail or State of CT Maintenance Drug Network* after 1st 30-day fill at retail)	Diabetes Maintenance Medications For long-term medications (Up to a 90-day supply) (already in place)	Health Enhancement Program Only Enrolled participants with Asthma/ COPD, Heart Failure/Heart disease, Hyperlipidemia, or Hypertension qualify for reduced copays on condition-related maintenance medications (Up to a 90-day supply)
Where	The CVS/caremark Retail Network includes more than 68,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and CVS /pharmacy locations. To locate a CVS/caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at 1-800-318-2572.	You have the convenience of getting your long-term medications through CVS/caremark Mail Service Pharmacy or dispensed at one of our 7,700 CVS/pharmacy locations as well as a retail pharmacy that participates in the State of Connecticut Maintenance Drug Network. When you use CVS/caremark Mail Service Pharmacy, your medications can be sent directly to your home or office.		
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$5 for a generic prescription	\$5 for a generic prescription	\$0 for a generic prescription	\$0 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$20 for a preferred brand-name prescription	\$10 for a preferred brand-name prescription	\$0 for a preferred brand-name prescription	\$5 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$35 for a non-preferred brand-name prescription	\$25 for a non-preferred brand-name prescription	\$0 for a non-preferred brand-name prescription	\$12.50 for a non-preferred brand-name prescription
Maximum Out-of-Pocket	\$4,600 per individual / \$9,200 per family			
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.			
Customer Care	Visit www.caremark.com or call toll-free at 1-800-318-2572.			
All plans are mandatory generic. If the use of the brand is medically necessary, doctors can obtain the Coverage Exception Form from Customer Care.				

* State of Connecticut Maintenance Drug Network - All CVS/pharmacies are included in the State of Connecticut Maintenance Drug Network. Other retail pharmacies interested in joining can log on to www.caremark.com and click on "For Pharmacists and Medical Professionals" for more information.

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

CVS/caremark

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, 2016

This is a summary of benefits for your vision plan.

Cigna Vision Benefits

Benefit	In-Network	Out-of-Network
Materials Copay	\$0	N/A
Single Vision Lenses	Covered in Full	\$40 Allowance
Bifocal Lenses	Covered in Full	\$65 Allowance
Trifocal Lenses	Covered in Full	\$75 Allowance
Lenticular 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	\$126 Allowance

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

In-Network Benefits Include:

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

Lens Options:

Standard Polycarbonate: covered for under 18 years of age; min. 20% save, \$40 out-of-pocket max. for adults

Oversize 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.



This summary provides only the highlights. For a complete list of both covered and non-covered services, including benefits that may be required by your state, see your Evidence of Coverage, Insurance Certificate or Summary Plan Description - the official plan documents. If there are any differences between this summary and the plan documents, the terms of the plan documents will take precedence.

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