

**AGREEMENT BETWEEN**

**THE CITY OF GROTON**

**AND**

**LOCAL 3355, AFSCME COUNCIL 4  
(Police)**

**JULY 1, 2019 – JUNE 30, 2021**

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## **PREAMBLE**

This **AGREEMENT**, entered into by the **CITY OF GROTON**, hereinafter referred to as “the City”, or “the Employer” and **LOCAL 3355, AFSCME COUNCIL 4 (Police)** hereinafter referred to as “the Union”, has, as its purpose, the promotion of harmonious relations between the City and the Union, while, at the same time, recognizing the obligations of both parties to the public.

Whenever the masculine or feminine is used in this Agreement, it shall be construed to refer equally to either gender.

## **ARTICLE I -- RECOGNITION**

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent, investigatory and uniformed members of the Police Department with authority to exercise the police powers, exclusive of the Chief of Police or his designee.

## **ARTICLE II -- DUES DEDUCTION**

- 2.1 The City agrees to deduct Union membership initiation fees and, once each month, dues from the pay of those employees who individually, and in writing, authorize such deductions. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made.
- 2.2 These deductions will be made in equal weekly installments as specified by the City and agreed to by the Union. Once initiated, authorization shall not be withdrawn until the employee is no longer a member of the bargaining unit.
- 2.3 In the event an employee's pay for any given week is not sufficient to meet, in full, the deduction requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full.
- 2.4 When a member's dues are not deducted by reason of the conditions described in Section 2.3 of this Article, or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty, the City shall reactivate and continue the deduction of his dues.
- 2.5 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise, out of or by reason of action or inaction taken by the City for the purpose of complying with the provisions of this Article.



**ARTICLE III -- INTENTIONALLY LEFT BLANK****ARTICLE IV -- SENIORITY**

- 4.1 The seniority rights of all members of the Department shall be based upon length of service in the Department and completion of the probationary period. The employee's seniority shall date back to the time of his original appointment as a police officer.
- 4.2 Whenever more than one (1) person is appointed to the Department on the same day, the seniority of each individual, as it relates to others appointed the same day, shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.
- 4.3 Seniority shall not be broken by vacations, sick time, suspension, or any authorized leave of absence or any call to military service for the duration. Unauthorized leave of absence from work without notice for three (3) consecutive days shall constitute just cause for discipline up to and including termination.
- 4.4 Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.
- 4.5 Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.
- 4.6 a. In the event of layoffs or reduction in the work force, employees subject to such layoffs shall receive as compensation all vacation time and compensatory time accrued and any sick time that is compensable for a retiree under Article VII, Section 7.9.
- b. In the event of reduction in the force, layoff shall be in inverse order of appointment to the Police Department, and any recall to work shall be by seniority.
- 4.7 No newly appointed employee shall attain seniority under this Agreement until he has been continuously employed in the Department for a period of twelve (12) months following the date the employee graduates from the Police Officer Standards and Training Council (POSTC) Academy. Additionally, any lateral transfers (POST certified) or comparative transfers (out of state officers or state troopers who are not POST certified but have similar qualifications) shall not attain seniority until he/she has been continuously employed in the Department for a period of twelve (12) months following his/her first day of employment. During such twelve (12) month period, the employee shall be on probation and may be discharged by the City as an at-will employee. Probationary employees shall have no rights to grieve and/or arbitrate any termination of their employment. This restriction shall not limit the employee from



exercising his/her rights regarding other contract rights. Upon completion of the probationary period, the employee's seniority shall date back to the time of his original appointment as a police officer.

## **ARTICLE V -- GRIEVANCE PROCEDURE**

- 5.1 Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable so as to ensure efficiency in employee morale.
- 5.2 Definition. A grievance, for the purpose of this procedure, shall be considered to be an employee or Union complaint concerned with:
  - a. Discharge, suspension or other disciplinary action;
  - b. Charge of discrimination as that term is defined in state or federal employment law\*;
  - c. Interpretation and application of rules and regulations and policies of the Police Department, which concern mandatory subjects of bargaining;
  - d. Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

For purpose of this Article, days shall mean calendar days.

\*An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed 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) OR Equal Employment Opportunity Commission (EEOC).

- 5.3 Procedures.
  - a. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein, prior to seeking Union aid, the Union may, at its direction, process the grievance from the next succeeding step following that which the employee has utilized.
  - b. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
  - c. A grievance shall be processed in the following four (4) steps:

STEP ONE: Prior to filing a formal grievance, an employee or the Union shall meet to discuss the problem or issue with the Chief of Police or his designee in an effort to resolve it informally. Said meeting shall take place within ten (10) days from the date of the event, giving rise to the grievance.

STEP TWO: Any employee who has a grievance must present to the Chief of Police or his designee, within seven (7) days from the date of the meeting referenced in Step One of the Grievance Procedure. The Chief of Police or his designee's decisions shall be submitted in writing to the aggrieved employee and his representative, if represented, within seven (7) days of receipt of the grievance.

STEP THREE: If the complainant and his representative, if represented, are not satisfied with the decision rendered in Step Two, the employee or his representative shall submit the grievance in writing within fourteen (14) days to the Mayor of the City of Groton. Within fourteen (14) days after receiving such grievance, the Mayor shall render his decision in writing to the aggrieved employee and his representative, if represented.

STEP FOUR: If the complainant and his representative, if represented, are not satisfied with the decision rendered in Step Three, the employee or his representative may, within thirty (30) days, submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. A copy of the request for arbitration shall be sent to the Mayor. Either party shall have the option of submitting and/or transferring a grievance for arbitration to the American Arbitration Association. Any party electing such option shall pay all costs associated with the submission or transfer.

- d. The mediation services of the State Board of Mediation and Arbitration may be used in third or fourth step negotiations, provided both parties mutually agree to the desirability of this service.
- e. If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- f. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both the City and the Union, and in writing.
- g. Either party shall have the right to employ a public stenographer or recorder and operator of its choice at any step in this procedure at its own expense.
- h. The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.



- i. Employees and the Police Union shall have the right and choice of representation during any step in the grievance procedure, whenever representation is desired by either an employee or the Police Union.
- 5.4 In the case of grievances over scheduling, the date of the event giving rise to the grievance is the date when the schedule is posted, provided, however, that if the employee in question is not scheduled to work on the date when the schedule is posted, the date of the event giving rise to the grievance shall be the employee's next working day. In the case of grievance over pay, the date of the event, giving rise to the grievance is the payday on which day the pay is denied or omitted.
- 5.5 Arbitrator's Jurisdiction. 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 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/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer (subject to any rights to modify, vacate and/or confirm under Connecticut General Statutes). The standard of proof in all cases shall be based on a preponderance of the evidence.

#### **ARTICLE VI -- DISCIPLINARY PROCEDURE AND PRIVILEGES**

- 6.1 Members facing discipline shall be provided with a written copy of the charges and any investigation report within three (3) working days (i.e., Monday through Friday) prior to any required pre-disciplinary conference.
- 6.2 Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority. The amount of any back pay, if any, shall be determined by the Arbitrator or, in the absence of arbitration, as otherwise agreed by the parties.
- 6.3 Discipline for non-probationary employees and those employees who are in a promotional probation period shall be for just cause. Employees subjected to disciplinary action shall have access to the grievance and arbitration process.
- 6.4 Members notified of a pre-disciplinary conference may request, in writing, to reschedule the conference to a date within ten (10) calendar days of the original date; the City shall grant this request upon a showing of just cause. The parties otherwise may mutually agree to a rescheduled date for the conference, and shall reduce this agreement to writing.
- 6.5 Whenever a civilian complaint is made against a member or group of members of the Department, relating to his conduct as an officer, or the manner in which such officer(s) discharges their duties, and such complaint results in civil litigation, said member(s) is



entitled to be represented by the City Attorney or insurance counsel consistent with Gen. Stat. 7-465.

Pursuant to Gen. Stat. 53-39a, in the event an officer is charged with a state or federal crime allegedly committed in the course of his/her duty and the charge is dismissed or the officer is found not guilty, the City shall indemnify the officer for economic loss sustained by him/her as a result of such prosecution, including the payment of attorney's fees and costs incurred during the prosecution and the enforcement of such indemnification. The forum for any enforcement action is Superior Court.

- 6.6 Members of the Department involved in any disciplinary action by the City shall have the right and choice of representation.
- 6.7 When a member of the Department is separated from employment on the ground that he/she is not fit for duty, the member shall have the right to utilize the grievance and arbitration process.
- 6.8 The Chief of Police or his designee may implement any level of discipline up to and including suspensions of ten (10) work days for violation of the Rules and Regulations of the Department, Department Policies and Procedures and Operation Directives. Said Rules and Regulations are those promulgated in 1983, as may be amended from time to time. The Mayor may implement discipline in excess of ten (10) days, up to and including termination from employment.
  - a. The Chief of Police or his designee will submit to the Union via its President all proposed Operations Directives and Amendments to Policies and Procedures and the Rules and Regulations for the Union's review fourteen (14) days in advance of their planned implementation.
  - b. The Chief of Police or his designee agrees to meet with the Union's representatives and discuss its concerns and/or suggestions regarding the proposed Operations Directives or Amendments to the Policies and Procedures or Rules and Regulations.
- 6.9 The Union President shall be notified of all Internal Investigations being conducted involving any member in this bargaining unit.
- 6.10 The Union President shall receive a copy of all discipline that has been issued to any member, including verbal counseling (recorded).

#### **ARTICLE VII -- SICK LEAVE**

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

- a. Illness or injury, except where directly traceable to employment by an employer other than the City of Groton.
  - 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.
    - 1. Notwithstanding any past practice or any other provision of this Agreement, employees may take up to five (5) earned sick leave days in a calendar year when the illness of a member of the employee's immediate family, residing in his household, requires his personal attendance, and, for absences of more than three (3) consecutive working days, a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the Chief of Police or his designee by such employee. The Chief of Police or his designee may request additional medical certificates. If additional time is needed, an employee must use all compensatory time days and vacation leave days he may have on the books, except for three (3) such days. Thereafter, if necessary, an employee may use up to fifteen (15) earned sick days. It is mutually understood and agreed that the above is the maximum number of days to be granted an employee in any calendar year irrespective of the number of such incidents.
    - 2. In the event of a FMLA-qualifying serious health condition of a member of the employee's immediate family residing in his/her household for which FMLA medical certification establishes the employee's need to provide care, the City's FMLA policy will be utilized for purposes of identifying eligible paid leave to be substituted for unpaid FMLA leave.
    - 3. Additional use of earned sick leave days, for illnesses referenced in Section 7.1 c 1 above, may be granted to an employee at the sole discretion of the Chief of Police or his designee. The failure of the Chief of Police or his designee to grant said days shall not be a grievable matter by the employee or the Union.
- 7.2 Employees may be absent from duty without loss of sick time and with pay for the following reasons:
- a. When an employee loses time because of an injury or illness sustained in the line of duty for which he is entitled to compensation under the Worker's Compensation Act, he shall receive full benefits equal to normal full pay for the period of disability, with the City making up the difference in the amount of such compensation received and the normal amount of weekly pay.
  - b. When an employee, in the performance of his duty, is exposed to a serious contagious disease and contracts this disease, he shall receive benefits equal to normal full pay for the period of disability.

- c. The City shall be obligated to supplement worker's compensation payments only until:
  - 1. A physician certifies that the employee is ready to return to work; or
  - 2. The employee reaches the point of maximum improvement; whichever of the above occurs first.
  - 3. Eighteen (18) months following the date of injury, whichever of the above occurs first.

7.3 Sick Leave Allowance.

- a. For employees hired prior to July 1, 1998, sick leave allowance shall be earned by each employee at the rate of one and one quarter (1¼) working days for each calendar month of service, the total of which shall not exceed fifteen (15) working days in any twelve (12) months.
- b. Sick leave allowance shall be earned by each employee hired after July 1, 1998 at the rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve (12) months. Any employee who does not use sick leave during January to March or April to June or July to September or October to December shall be awarded one (1) redemptory day per fiscal quarter that may be used or taken by the employee only according to the operational needs of the Department. Employees may elect to receive compensation for these days rather than accrue them or they may accumulate up to twenty (20) redemptory days and elect to be paid for them upon retirement or resignation from the Department.

7.4 Sick Leave Accumulation.

- a. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred sixty (160) working days.
- b. No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal workweek.
- c. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave or vacation.
- d. Sick leave shall not continue to accumulate during any form of leave without pay except for military leave.
- e. An employee who retires due to disability incurred within the scope of the employment shall be paid a lump sum of money that is equal to the number of



sick days due such employee, multiplied by the prevailing regular daily rate of pay received by such employee on the date of such retirement.

- f. Any employee, hired on or before July 1, 2013, who does not use any sick leave in a calendar year will receive compensation up to a maximum of four (4) days' pay at the normal hourly rate designated for said employee, provided that the employee has a minimum of forty (40) sick leave days accumulated. Compensation will be reduced on a pro-rated basis, depending on the number of sick days used, as follows:
  1. Three (3) unused sick leave days = three (3) days' pay; or
  2. Two (2) unused sick leave days = two (2) days' pay; or
  3. One (1) unused sick leave day = one (1) day pay.
- g. It is mutually understood and agreed that any payments under this provision shall not be considered as additional compensation for pension, wage, overtime, or any other calculation purposes. Payment of any sums due under this provision, will be made by the City within two (2) months of the close of each calendar year.

#### 7.5 Medical Certificate and Inspections.

- a. A medical certificate signed by a duly licensed physician may be requested:
  1. For any period of absences consisting of more than three (3) consecutive working days.
  2. When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease, which may endanger the health of other employees of the Department.
- b. For prolonged illness or injury exceeding ten (10) working days, a medical certificate from a licensed physician acceptable to the City may be required from the employee for every two (2) week period the employee is absent from work. In addition, the employee shall provide the City with a medical certificate upon returning to work indicating that he/she is able to perform all duties required of his position.
- c. A medical certificate acceptable to the City may be required for the seventh (7<sup>th</sup>) sick leave occurrence and each subsequent sick leave occurrence in the twelve (12) month period preceding said occurrence. For purposes of this Section of this Article, the term "occurrence" shall mean one or more full contiguous days. Notwithstanding the aforesaid, any employee who leaves work early due to illness with four (4) hours or more remaining on his shift shall be charged for one (1) sick leave occurrence. Failure to provide the same, if required under this Section

of this Article, the Chief of Police or his designee, will meet with said employee and counsel him relative to the use of sick leave.

- 7.6 Reporting Illness. When an employee finds it necessary to be absent from duty on leave, he shall cause the fact to be reported to the on-duty supervisor not later than one (1) hour prior to the employee's scheduled tour of duty.
- 7.7 Redemption of Accumulated Sick Leave at Death. Upon the service-connected death of an employee, his survivors shall be paid a lump sum of money that is equal to the number of sick days due such employee on the day of such death.
- 7.8 Sick Leave Records. The Department shall maintain a record for each employee of all sick leave accumulated and shall furnish a copy to the Union every three (3) months.
- 7.9 Redemption of Accumulated Sick Leave on Retirement. Upon retirement, an employee will be reimbursed for not more than fifty-five (55) days of accumulated sick leave. This provision shall be effective on July 1, 2001.

#### **ARTICLE VIII -- FUNERAL LEAVE**

- 8.1 Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his spouse, child, mother, father, or in the event of the death of any relative or relative-in-law domiciled in the employee's household.
- 8.2 Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his sister, brother, mother-in-law, father-in-law not domiciled in the employee's household.
- 8.3 Special leave of one (1) working day without loss of pay shall be granted to an employee in the event of the death of his brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother or grandchild not domiciled in the employee's household, to be taken on the day of the funeral.
- 8.4 Under extenuating circumstances of hardship, an employee shall be allowed to use up to three (3) days of accumulated compensatory time or vacation days, to be taken within ten (10) days of the date of death of any of the persons named in Sections 8.1, 8.2 and 8.3 of this Article.

#### **ARTICLE IX -- CLOTHING ALLOWANCE**

- 9.1 a. Each member shall be reimbursed for up to a maximum of nine hundred dollars (\$900.00) per annum for the replacement of standard departmental uniforms. Receipts for purchase of uniforms are required for reimbursement.

Note: A Joint Committee will be formed to identify a sole manufacturer. The Committee must finish its work within three (3) months of ratification.

- b. An employee may roll over unused money in his clothing allowance account up to a maximum equivalent to twice the annual rate for said employee. Amounts exceeding the aforesaid shall be forfeited to the City by the employee.

#### **ARTICLE X -- DEPARTMENT EQUIPMENT**

- 10.1 All equipment issued by the City of Groton and signed for by the employee shall be returned to the City upon separation from employment with the City.

#### **ARTICLE XI -- HOLIDAYS AND PERSONAL DAYS**

- 11.1 a. Subject to the limitation specified in Article XIV, Section 14.2, the following shall be recognized as holidays under this Agreement:

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

- b. For those employees assigned to the Patrol Division, a holiday shall begin at 2300 hours on the day before the actual holiday and continue for the next twenty-four (24) hours.
  - c. For those employees not assigned to the Patrol Division, a holiday shall coincide with the day designated by the City as the day to observe said holiday.
  - d. Any time off with pay allowed all other City of Groton municipal employees solely as a result of an unanticipated holiday or day of mourning, shall be provided in equal measure for those members working when such time off is granted for all other City employees.
- 11.2 Of the twelve holidays provided by this Article, an employee shall receive holiday pay for up to four (4) days at his discretion, and shall have either the holiday off or a compensatory day for the remainder. The employee shall notify the Chief of Police or his designee in writing, no later than March 1<sup>st</sup> of each calendar year as to those holidays for which he elects to receive pay and those holidays for which he elects to receive compensatory time. Payment for a holiday shall not be made prior to the day being earned by the employee.
- a. Employees may elect to take such compensatory time off at any time after the date of the holiday, subject to the operating requirements of the Department;



however, any unused compensatory time off for holidays shall be allowed to accumulate up to a maximum of eighteen (18) days for any employee. Compensatory days may be granted at the discretion of the Chief and/or his/her designee.

- b. When the assigned shift strength is below four (4) sworn officers on the day on which compensatory time is desired, the employee must request compensatory time a minimum of twenty-four (24) hours in advance of the assigned shift starting time. When the assigned shift strength is four (4) or more sworn officers, the request shall be made at least eight (8) hours prior to the shift and the request may be granted at any time up to and including the date concerned. During the period between June 15<sup>th</sup> and September 15<sup>th</sup> annually for the evening (3:00 p.m. – 11:00 p.m.) shift, when the assigned shift strength is below five (5) sworn officers on the day on which the compensatory time is desired, the employee must request compensatory time a minimum of twenty-four (24) hours in advance of the assigned shift starting time. When the assigned shift strength is five (5) or more sworn officers, the request shall be made and may be granted up to and including the date concerned provided the request is made at least eight (8) hours before the start of the shift.
  - c. Subject to the operating requirements of the Department, one (1) employee, and no more than one (1) employee per shift, may take time off on a holiday, except that two (2) employees may be off on Thanksgiving or Christmas (and if an employee is off on one of those major holidays, he may not be off on the other unless no one else has requested the holiday.) The Chief of Police or his designee, may, at his discretion, waive this limitation on time off for holidays. Other employees, including those for whom the holiday falls on a regularly scheduled day off, shall receive holiday pay calculated at eight (8) hours at his regular straight time hourly rate or a compensatory day in lieu of time off for the holiday.
  - d. Compensatory time may be used at the start of the shift in increments up to four (4) hours if: The request is made more than one (1) hour prior to the beginning of the shift and if the shift is adequately staffed.
- 11.3 An employee working on a holiday, except Christmas and Thanksgiving, shall receive one and one half (1½) times his regular hourly rate. An employee working on Christmas and Thanksgiving shall receive two (2) times his regular hourly rate. In addition, any employee working on a holiday shall receive eight (8) hours compensatory time off or a holiday pay as provided in Section 11.2 of this Article.
- 11.4 The Department shall maintain a record for each employee of all compensatory time taken and accumulated, and shall furnish a copy to the Union every three (3) months.

- 11.5 In the event two (2) or more employees on a shift simultaneously elect the same days for compensatory time off or time off on a holiday, the senior officer shall be given preference.
- 11.6 If an officer who is attending the Academy has no school because the Academy has a holiday, the officer shall report to work at the Department unless he is told by the Chief of Police or his designee to take the day as a holiday.
- 11.7 Subject to the limitation specified in Article XIV, Section 14.2, each employee shall be entitled to two (2) personal days annually in each fiscal year, which may be taken with the approval of the Department.

## ARTICLE XII -- OVERTIME

- 12.1 All overtime due shall be paid at the rate of one and one half (1½) times his regular hourly rate for all hours thereof, in excess of eight (8) hours per day or regular work schedule. Employees who perform overtime duty for the major portion of fifteen (15) minutes beyond the terminal hour of their regular tour of duty shall be paid for fifteen (15) minutes overtime and for each fifteen (15) minutes thereafter, the major portion of which is worked by the employee, he shall receive the full fifteen (15) minutes of overtime pay.
- 12.2
- a. Unless otherwise specified herein, employees ordered to work on a regularly scheduled day off, whether for a full eight (8) hours or less, shall be paid not less than a full day's pay, at a rate of one and one half (1½) times their regular hourly rate.
  - b. Employees who are offered overtime on a regularly scheduled day off through the overtime card system, and accept work on a voluntary basis, shall be paid not less than four (4) hours at a rate of one and one half (1½) times their regular hourly rate.
  - c. Notwithstanding Sections 12.2a and 12.2b above, minimums shall not apply to overtime assignments as described in Article XII, Section 12.6 below.
  - d. Regular days off are those days when an officer is not scheduled to work. Regular days off do not include vacation leave, personal leave, sick leave, casual leave days or any other day when an officer scheduled to work is granted time off.
- 12.3 When an employee is required to return to duty to perform overtime duties on a regular working day, and when the overtime hours so worked are not continuous with the employee's regular duty hours, he shall be paid not less than four (4) hours at a rate of one and one half (1½) times his regular hourly rate. Overtime pay shall not be subject to minimum hours provisions if the employee leaves work prior to the completion of the assignment or prior to being dismissed by a supervisor.



- 12.4 Notwithstanding any other provision in this Agreement, overtime pay shall not be subject to any minimum hours provision if such overtime is contiguous to the beginning or end of an employee's scheduled work shift.
- 12.5 In all overtime assignments, sworn members of the Department who have successfully completed field training shall be given preference, and the same shall be allocated by means of a card file system. There shall be established two (2) separate overtime card files, one for Patrol Officers (i.e. Patrol Officers and Corporals) and one for Supervisors (i.e. Sergeants and Lieutenants). In the event a sergeant or lieutenant is unavailable for an overtime assignment, the corporal is eligible for overtime as a Supervisor.
- a. The Patrol Officers' overtime card file system shall consist of cards, each bearing the name of an employee who has indicated his desire for such overtime work. As overtime becomes available, assignments shall be offered on a rotation basis. The cards of employees accepting overtime, and the cards of employees who reject such overtime, shall be placed at the rear of the file. Non-contact shall be considered refusal. If an employee's card is placed at the rear of the file in error, the employee shall be offered the next available overtime to make up for the offer that was missed as a result of the error. All sworn officers below the rank of Sergeant shall be in the patrol officer's overtime card file system.
  - b. The Supervisor's overtime card file system shall consist of cards, each bearing the name of a Supervisor. As overtime becomes available, assignments shall be offered on a rotation basis. The cards of employees accepting overtime, and the cards of employees who reject such overtime, shall be placed at the rear of the file. Non-contact shall be considered refusal. The Chief of Police or his designee shall solely determine the appropriate number of supervisors required for any assignment. All Supervisors shall be in the Supervisors' overtime card file system. Patrol Officers shall not be hired to fill overtime vacancies for Supervisors. Supervisors will not work DWI overtime or cover Patrol Officer vacancies, unless there are insufficient Patrol Officers desiring such overtime work and the hiring of said Supervisors is approved by the Chief of Police or his designee.
  - c. Overtime assignments for special events shall be made from a separate overtime card file system. It is expressly understood and agreed that said special events shall be limited to strikes, boat launchings, demonstrations, public firework displays, commissioning of submarines, road races, charity walks and other similar public events which are held in the City of Groton. As overtime becomes available, assignments shall be offered on a rotation basis. The overtime card file system for this Section of this Article shall consist of cards, each bearing the name of an employee who has indicated his desire for such overtime work. All members of the bargaining unit shall be eligible to be included in said system. The cards of employees accepting overtime and the cards of employees who reject such overtime shall be placed at the rear of the file.



1. Notwithstanding the foregoing, the overtime card file system for special events that occur on the day shift, Monday through Friday, excluding holidays, shall operate as follows: It shall be the sole determination of the Chief of Police or his designee as to the appropriate number of supervisors for such events. Once that number has been achieved, following the normal order of rotation within the Special Event Overtime Card File System, Supervisors may be bypassed, and the remaining openings may be filled by Non-Supervisors following the normal order of rotation within said Special Event Overtime Card File System.
  2. For all special events, as defined in Section 12.5c above, it shall be the sole determination of the Chief of Police or his designee, as to the appropriate number of overtime assignments. If the ordinary order of rotation does not yet yield a sufficient number of Supervisors, as initially determined by the Chief of Police or his designee, Patrol Officers may be bypassed in order to secure such Supervisors.
- 12.6 Notwithstanding the aforesaid, the card file system shall not pertain to the overtime assignments which would be best completed by personnel with specialized training, such as officers assigned to the Detective Division, the Crisis Response Team, the Marine Patrol, the Dive Team, Range Officers, the Training Coordinator, the Accident Investigation Team and the Youth Officer. An officer who has successfully completed a specialized course, may also be added to the above-referenced positions and, thus, excluded from the card file system. In addition to the above-referenced exceptions, the Chief of Police or his designee may bypass the card file system in order to make overtime assignments to meet special needs, such as undercover work for which a particular officer is suited. The hours worked on such special overtime assignment shall be "charged" to the employee as if he had worked an overtime assignment in the regular rotation. Any officers with special assignments who are ordered in to work (not contiguous with their shift) shall receive a minimum of two (2) hours pay and will be paid at time and one half (1½) pay.
- 12.7 New employees to the Department, who indicate their desire for such overtime work, shall have their cards placed at the rear of the file upon successful completion of their Field Training Officer program.
- 12.8 Nothing contained in this Agreement shall be construed so as to prevent the City from ordering an employee to work in any emergency situation.
- 12.9 Subject to the provision of Section 12.4 above, in the event that the need for overtime arises with less than five (5) hours remaining in the shift, employees working the next shift will have first option at that overtime. Employees working the next shift will be called in the order they are in the overtime box, and shall be paid for actual hours worked at time and one half (1½) pay. Should no one from the next shift accept the overtime, the person with the least amount of seniority scheduled to work the next shift shall be ordered to work and will be paid at time and one half (1½) pay for actual hours worked.

Notwithstanding any other section in this Article, if it is alleged that there has been an improper distribution of overtime, as provided for in this Article of the Agreement, a grievance may be initiated in Step One. If it is found, in the investigation of such grievance, that the overtime was not distributed in accordance with this Article, then such employee shall be given the opportunity to perform overtime which shall resolve the inequity from among available overtime selected by department supervision. This shall be the employee's and Union's sole remedy in such a situation.

12.10 Sergeants and lieutenants may be required to attend monthly staff meetings, as determined by the Chief of Police or his designee. Sergeants and lieutenants reporting when off duty, including on their scheduled day off, shall receive a minimum of four (4) hours pay at their regular hourly rate. Bi-monthly meetings on a certain day of the week will be held and posted in advance. Corporal's attendance at said meetings is voluntary. If a corporal voluntarily attends these staff meetings, he shall receive a minimum of four (4) hours pay.

12.11 Whenever a police officer is subpoenaed for a job-related proceeding (other than by the Union for grievance, prohibited practice (MPP) and/or binding interest arbitration) on a scheduled day off, said officer will receive a minimum of four (4) hours' pay. Should the appearance be more than four (4) hours, the officer will be paid an additional hour for each portion of each subsequent hour. Should a police officer be subpoenaed on a scheduled work day, wherein the reporting time is less than four (4) hours prior to, or following his scheduled shift, the officer shall be paid for hours worked and aforesaid minimums will not apply.

Once the police officer becomes aware of, or is issued a subpoena, said officer will not be allowed to take any form of accrued time off during the period covered by the subpoena. The police officer shall make reasonable efforts to be aware of the progress of the case, prior to the scheduled date, and will, on the day of the scheduled appearance, contact the person and/or agency that issued the subpoena to inquire if his appearance is still required.

12.12 Whenever any person accepts a voluntary shift overtime assignment preceding his regularly scheduled shift, and for the reason (sick or personal) he fails to complete said shift, the absence shall be debited to his vacation leave, compensatory time balance, or sick leave, and such debit shall be at straight time.

12.13 Employees shall be eligible to accept a voluntary shift overtime assignment on a day they have taken earned time off, such as vacation, comp-time, personal or redemptive days. Employees shall not be eligible to accept a voluntary shift overtime assignment when they have taken a sick day or funeral day.

12.14 Separate from compensatory time related to holidays as outlined in Article XI, Employees may earn compensatory time in lieu of overtime wages (i.e., wages earned at time and one half under the terms of this Agreement for hours over 40) for up to eight (8) full-time shifts in a fiscal year; at time and one half for eight (8) full time shifts, the



maximum compensatory time is ninety-six (96) compensatory hours. Compensatory time does not roll over from year to year, and must be used or otherwise converted to payment at the end of the year.

- 12.15 In the event of an inadvertent violation in the assignment of overtime under this Article, which violation reasonably cannot be rectified in advance of the assignment as determined in the discretion of the Chief or his/her designee, the City shall offer the aggrieved employee the next available overtime opportunity, as the sole remedy.

### ARTICLE XIII -- VACATIONS

- 13.1 Employees shall be granted time off with pay for vacation according to the following schedule:

14 days after 1 year  
15 days after 5 years  
16 days after 6 years  
18 days after 7 years  
21 days after 8 years  
28 days after 15 years

- 13.2 Effective July 1, 2016, the vacation period shall be calculated from anniversary date. Vacation shall be prorated in the first year commencing July 1, 2016, no officer will lose vacation as a result of the proration. Vacation time must be taken, if at all, in the year assigned and cannot be thereafter accumulated. However, up to seven (7) days' vacation may be carried over to the next for good cause shown, provided that the written approval of the Chief of Police or his designee has been obtained.

- 13.3 An employee's vacation shall be determined on the anniversary date of his employment, and department seniority shall prevail in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirements of the Police Department shall prevail. When choice of date has been granted, it will not be interfered with except in cases of emergency. Any employee who fails to submit his choice of vacation by June 1<sup>st</sup> will forfeit vacation choice by seniority for that year.

- 13.4 Bidding for vacation by Patrol Officers shall be by shift. The Department shall maintain three (3) vacation schedules for Patrol Officers, one for each shift. One Patrol Officer from a shift may be on vacation at a time. If staffing permits, the Chief of Police or his designee may approve more than one Patrol Officer from a shift being on vacation at the same time.

- a. If an officer's vacation has been approved and he is subsequently transferred to another squad, the initial approval shall not be withdrawn.



- b. There shall be a separate vacation schedule for Sergeants. One (1) Sergeant may be on vacation at any given time unless authorization for more than one (1) is granted at the sole discretion of the Chief of Police or his designee.
  - c. There shall be a separate vacation time for employees assigned as Detectives. One (1) Detective may be on vacation at any given time unless authorization for more than one (1) is granted at the sole discretion of the Chief of Police or his designee.
- 13.5 Employees hired before July 1, 2013, separating from City service who are not terminated for cause shall be paid for the remainder of the vacation leave accumulated on the last anniversary of the employee's date of hire and not used (i.e., time actually on the books), *plus* one-twelfth of the amount of vacation accumulated on the last anniversary of the employee's date of hire for each full month of employment completed by employee in the then-current fiscal year, up to a maximum additional payment of one-half of the amount of vacation accumulated on the last anniversary of the employee's date of hire (i.e., if an employee who was hired on July 1 had 28 days placed on the books on July 1 and leaves employment on September 1, he/she will receive an additional 2/12 of 28, or 4.67 days payment; if the employee leaves on February 1, he/she would receive an additional 6/12 of 27, or 14 days).

Employees hired on or after July 1, 2013, shall be paid only for the remainder of the vacation leave accumulated on the last anniversary of the employee's date of hire and not used (i.e., time actually on the books).

- 13.6 In the event of an employee's death, his prorated accumulated vacation pay shall be paid to the employee's designated beneficiary. In the event the employee's designated beneficiary does not survive him, then such pay shall be paid to the employee's children, if any, in equal shares. In the event such deceased employee is not survived by a beneficiary or children, such pay shall be paid to his estate. Notwithstanding the provisions of this Section, an employee shall designate in writing to the City Finance Director, the name or names of the persons he wishes to receive such accumulated vacation pay, and in the event of his death, such pay shall be paid to the person or persons so designated.

#### **ARTICLE XIV -- HOURS OF WORK**

- 14.1 The regular work cycle for the Patrol Division shall be a 5-2, 4-2 schedule beginning on a Monday and ending on a Sunday and repeating every fifty-six (56) consecutive days. The scheduled shifts shall be:

7:00 a.m. – 3:00 p.m.  
 3:00 p.m. – 11:00 p.m.  
 11:00 p.m. – 7:00 a.m.

- 14.2 Employees of the Patrol Division who work the above-referenced 5-2, 4-2 schedule shall not earn eight (8) hours compensatory time for Columbus Day Article XI, Section 11.1) Further, said employees shall not be granted the time due day specified in Article XII, Section 12.9. The schedule for the Relief Sergeant shall be a 5-2, 4-2 schedule. The Relief Sergeant shall rotate from shift to shift each workweek to fill the vacancies created by Shift Sergeants on their regular days off. The rotation of shifts shall be circadian in nature moving from the day shift to the evening shift to the midnight shift each workweek.
- 14.3 Within the Patrol Division, there shall be a total of two (2) spare men as follows:
- a. Two (2) spare men who shall be the least senior Patrol Officers in the bargaining unit;
  - b. The work hours of spare men may be changed to meet the operating requirements of the Department, except that, absent an emergency, no such employee shall be required to work more than one hourly schedule in any five (5) consecutive day or four (4) consecutive day period, as applicable.
  - c. Spare men shall be in addition to Patrol Officers, if any, currently working the same hourly schedule.
- 14.4 Employees shall only be required to work the hours of the work period to which they are assigned for each work period. However, personnel who are on modified duty due to an on-duty or off-duty injury or illness may be assigned different work hours for period of time of not less than one (1) week.
- 14.5 Once designated, an employee's regular days off shall not be changed without the express approval of the employee.
- 14.6 No employee shall be required to work two (2) eight (8) hour shifts consecutively, except in an emergency situation.
- 14.7 During each eight (8) hour tour of duty, employees shall be allowed thirty (30) minutes for a meal break. Officers shall remain available by radio or phone during their meal breaks and shall respond to calls for service, as required by the Shift Supervisor.
- 14.8 All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes, and a copy of the same shall be furnished to the Union. At the end of the work period, a copy of the work schedule shall likewise be furnished to the Union.
- 14.9 Sections 14.1 through 14.6 are designed to cover the employees assigned to the three (3) patrol shifts of the Department that provide the City with its basic police protection. Special units of the Department, including, but not limited to, those assigned as Detectives and/or those assigned to any other administrative assignments shall not be



subject to these Sections. Such divisions shall work a five (5) day week, Monday through Friday, with two (2) consecutive days off per week. Each workday shall consist of eight (8) hours with thirty (30) minutes allowed for meal breaks. Officers shall remain available by radio or phone during their meal breaks and shall respond to calls for service, as required by the Shift Supervisor. The Lieutenants shall work a five (5) day week, with two (2) days off per week. Lieutenants shall be assigned to positions and shifts by the Chief of Police or his designee. Lieutenants shall be given one week's notice of any scheduled change, except in emergencies.

- 14.10 Employees on assignment as Detectives normally work Monday through Friday 8:00 a.m. – 4:00 p.m. However, nothing herein shall prevent the Chief of Police or his designee, from assigning the detective supervisor, a detective (or detectives), the youth officer, or any officer working an administrative assignment to a shift other than that designated above. Any such shift shall be rotated equitably among all qualified detectives and the Detective Sergeant in the Detective Division. Said detective or detectives shall be paid at the applicable straight time rate to include applicable shift incentives between 4:00 p.m. and 7:00 a.m. A detective previously scheduled for a shift change assignment, shall not be eligible for a conflicting overtime assignment; however, he will remain at the top of the available list. In addition, a detective previously scheduled for an overtime assignment that conflicts with a shift change assignment shall not be assigned that shift change assignment, but remain at the top of the shift change available list. The change of hours shall be made at the time of the posting of the schedule. No change of the employees schedule shall occur after the schedule has been posted unless said employee voluntarily agrees to the change, provided however, the employees schedule can be changed when an employee is promoted, transferred or demoted. Any such shift change shall be one continuous shift and said change shall be made prior to the posting of the schedule.

14.11 a. Exchange of Scheduled Work Days on Same Shift

1. With the prior approval of the Chief of Police or his designee, police officers assigned to the same shift may exchange a scheduled workday with another police officer of the same rank under the following terms and conditions:
  - a) The request is submitted to the shift sergeant, in writing, at least twenty-four (24) hours prior to the requested change.
  - b) The police officer requesting the changes has found a replacement within the same shift and has notified the shift sergeant of the replacement's identity at the time of the request or at least twenty-four (24) hours prior to the requested change. Further, both participants shall sign the appropriate form indicating their agreement and acceptance of the terms and conditions of the swap.



- c) All exchanges under this provision must be wholly within the posted fifty-six day (56) work period. A police officer shall be limited to four (4) such requests during any posted fifty-six (56) days work period. Each police officer involved in a swap shall be considered to have used one (1) swap.
- 2. This provision shall not apply to “spare” officers as defined in this Agreement.
- 3. Notwithstanding the aforesaid, a requested swap under this provision may be denied at the sole discretion of the Chief of Police or his designee. The same shall not be a grievable matter by the employee or the Union.

b. Same Work Day Swapping of Shifts

- 1. With the prior approval of the Chief of Police or his designee, any request to change a shift with another police officer of the same rank from the posted schedule for the same work day may be granted under the following terms and conditions:
  - a) The request is submitted in writing to the shift sergeant at least twenty-four (24) hours prior to the requested shift change.
  - b) The police officer requesting the changes has found a suitable replacement and has notified the shift sergeant of the replacement’s identity at the time of the request, or at least twenty-four (24) hours prior to the requested change. Further, both participants shall sign the appropriate form indicating their agreement and acceptance of the terms and conditions of the swap.
  - c) All exchanges under this provision must be wholly within the posted fifty-six (56) day work period. A police officer shall be limited to four (4) such requests during any posted fifty-six (56) day work period. Each officer involved in a swap shall be considered to have used one (1) swap.
  - d) In no case shall a request to swap a shift for a single day be approved if the same creates a work period of more than eight (8) consecutive hours. Further, no such request shall be approved if the same creates an overtime situation for the City.
- 2. This provision shall not apply to “spare” personnel as defined in this Agreement.

3. Notwithstanding the aforesaid, a requested swap under this provision may be denied at the sole discretion of the Chief of Police or his designee. The same shall not be a grievable matter by the employee or the Union.

c. Exchange of Entire Work Periods

1. With the prior approval of the Chief of Police or his designee, police officers may be allowed to swap four (4) or five (5) day work periods with another police officer of the same rank under the following terms and conditions:
  - a) The police officers must be Grade A Police Officers.
  - b) The police officer requesting the change has found a willing, suitable replacement police officer and that both participants shall sign an appropriate form indicating their agreement and acceptance of the terms and conditions of the swap. Such requests to swap shift cycle work periods shall be in writing and submitted to the Chief of Police or his designee fourteen (14) days in advance.
  - c) Police officers shall be required to have a minimum of one (1) work period on each shift per calendar year.
  - d) This provision shall not apply to "spare" police officers as defined in this Agreement.
  - e) In no case shall a request to swap an entire work period be approved if the same creates a work period of more than eight (8) consecutive hours. Further, no swap or exchange shall be permitted that would encumber the City to any exposure or liability to additional overtime.
  - f) Notwithstanding the aforesaid, a requested swap under this provision may be denied at the sole unfettered discretion of the Chief of Police or his designee. The same shall not be a grievable matter by the employee or the Union.

14.12 a. Shift Bidding

1. The number of personnel on any shift or assignment will be solely determined by the Chief of Police or his designee, with officer safety given primary consideration and utilizing sound management principles. However, regardless of any other condition therein, no less than four (4) slots shall be available to the day shift for patrol officers to bid. For purposes of this section the term "patrol officers" shall include one (1)

corporal such that the four (4) slots discussed above shall be filled with three (3) patrol officers and one (1) corporal.

2. The bid cycle shall be 5 on 2 off, 4 on 2 off, beginning on a Monday and ending on a Sunday for a total of fifty-six (56) days.
3. Bidding shall be by seniority within the ranks for the first, second and third shift, with the following exceptions:
  - Any officer under investigation for department violations or as a result of a civilian complaint may lose the right to bid and be assigned by the Chief of Police or his designee for the duration of such investigation. An officer may also be placed on special assignment outside the bidding structure according to such special operating needs of the department.
  - Personnel assigned as Detectives and/or to any other administrative assignment, are not included in any bidding.
  - Lieutenants will not be included in the bidding but will be assigned by the Chief of Police or his designee.
  - Sergeants shall be allowed to bid under the same terms and conditions within their own rank. One (1) slot within the first, second, third and relief shift shall be available to bid by seniority.
  - Corporals shall be allowed to bid under the same terms and conditions within their own rank. One (1) slot with the first, second and third shift shall be available to bid by seniority
  - No overtime shall accrue to any person by reason of a voluntary change or swap of shift.
  - Probationary employees will not be a part of the shift bidding process until after successful completion of their probationary status.
  - Probationary employees will be assigned at the discretion of the Chief of Police or his designee, for any one of the three (3) shifts.
4. The City shall make reasonable attempts to publish shift assignments ten (10) days prior to the commencement of any cycle.
5. Vacation time in excess of four (4) continuous working days must be scheduled with the bid application to guarantee availability. Vacation requests made after the schedule has been posted will be granted in



accordance with the operational needs of the Department. The ability to request vacation shall still be governed by the provisions of Article XIII.

#### **ARTICLE XV -- EXTRA OR SPECIAL POLICE DUTY**

- 15.1 The terms of "Extra Police Work" or "Extra Police Duty", for the purpose of this Article, shall mean police duty for which an employee is paid by some party other than the City.
- 15.2 All extra duty assignments shall be made by the Chief of Police or his designee.
- 15.3 Extra Police Work assignments shall be allocated by means of a card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his desire for such work. As assignments become available, they shall be offered on a rotation basis. The cards of employees accepting assignments, and the cards of employees who reject such assignments without a reasonable excuse, shall be placed at the rear of the file. Any Union officer shall have access to such records at any time.
- 15.4 New employees to the Department who indicate their desire for such work shall have their cards placed at the rear of the file. New employees shall not be considered for such work until they have successfully completed the POSTC Academy and the Field Training Officer program. Lateral-entry employees shall not be considered for such work until they have successfully completed the Field Training Officer program.
- 15.5 Employees working on Extra Duty assignments shall be paid in accordance with the following minimum and hourly rates for the duration of this Agreement. Said minimums shall be for four (4) hours work or less. Assignments involving more than four (4) hours shall be paid on an hourly basis. The rate shall be \$48.71 per hour and increase at the same percentage as the increases set out in Article XVI of this Agreement. Extra Duty assignments shall be paid at one and one half (1½) times the Extra Duty rate on Saturday assignments and two (2) times the Extra Duty rate on Sunday assignments.
- 15.6 Whenever a member works more than eight (8) hours in any one (1) day for the same employer, such hours that exceed eight (8) hours shall be paid at the rate of time and one half (1½).
- 15.7 In all Extra Duty assignments, regular members of the Department shall be given preference.
- 15.8 When available, only Union members shall be assigned to jobs where the project being serviced is a Union job.

#### **ARTICLE XVI -- RATES OF PAY**

- 16.1 a. Each bargaining unit member shall, as of July 1, 2019, receive as a wage or salary for fiscal year 2019 - 2020 the amount of base wage or salary he or she was entitled to receive on June 30, 2019, together with an additional two and one-half percent (2.5%). (See Appendix A).

- b. Each bargaining unit member shall, as of July 1, 2020, receive as a wage or salary for fiscal year 2020-2021 the amount of base wage or salary he or she was entitled to receive on June 30, 2020, together with an additional two percent (2.0%). (See Appendix A).
- 16.2 Upon appointment to the Department, all Police Officers will be classified as Police Officer (D) or at a higher grade (up to Grade A) per the sole discretion of the Chief of Police or his designee and the City Council, and receive the rate of pay provided for this position in Section 16.1. Upon completion of twelve (12) months of satisfactory service, he shall be advanced to Grade C and receive the rate of pay provided. Upon the completion of twelve (12) months in Grade C, he shall be advanced to Grade B and receive the rate of pay provided. Upon completion of twelve (12) months in Grade B, he shall be advanced to Grade A, and receive the rate of pay provided.
- 16.3 Whenever any employee works in a higher rank than his regular rank, i.e. Acting Lieutenant or Acting Sergeant, such employee, for each day of such service shall receive pay for the next higher step. Corporal pay is located in Appendix A.
- 16.4 a. Additional compensation shall be paid for continuous service in accordance with the following schedule:
 

5 – 9 years	1.05% of base pay
10 – 14 years	1.15% of base pay
15 – 20 years	1.25% of base pay
21 or more years	1.35% of base pay
- b. Said additional compensation referenced in Section 16.4a. of this Article shall become due and payable on the next regular pay date following the anniversary date of the employee's appointment to the Department. In the event an employee is terminated for any reason, he shall receive a pro rata amount of longevity pay to which he would be entitled on his next anniversary date.
- 16.5 a. Whenever any Police Officer is assigned to an administrative assignment for more than five (5) calendar days, s/he shall be compensated at the Detective rate in accordance with Appendix A.
- b. Whenever a Police Officer is assigned to an investigative assignment such as Youth Officer or any assignment to any regional, state or federal investigative unit for more than five (5) calendar days, s/he shall receive the Detective rate of pay during the times assigned.
- 16.6 Shift Differential. A shift differential of sixty-five cents (\$0.65) per hour shall be paid to officers scheduled and working either the 3:00 p.m. to 11:00 p.m. shift or the 11:00 p.m. to 7:00 a.m. shift. This differential shall not be used in the calculation of overtime, vacations, holidays, pension or any other benefits. The differential is treated strictly as a



“tack-on” amount. An employee who is called into work the 3:00 p.m. to 11:00 p.m. shift or the 11:00 p.m. to 7:00 a.m. shift and, in fact, works the shift, shall be paid the differential as a “tack-on” for all hours so worked.

- 16.7 Effective upon ratification of this Agreement, the City retains the discretion to pay employees through direct deposit.
- 16.8 The City may, upon mutual agreement with all City unions, and with at least one hundred and twenty (120) days’ notice, implement bi-weekly pay. Prior to implementation, the City will meet with the Union to discuss the process for implementation, provided other City unions have agreed to bi-weekly pay.

#### ARTICLE XVII -- INSURANCE

- 17.1 The City shall provide for each employee and enrolled dependent the following insurance:
- a. Medical Insurance Coverage and Co-Pay by Employees. HDHP/HSA with \$2000/\$4000 deductible shall be the only plan offered. Plan design is attached as Appendix B. The City shall contribute 50% of the deductible on July 1<sup>st</sup> of each year.  
  
Effective July 1, 2019, the premium share for the HDHP/HSA shall be ten percent (10%); effective July 1, 2020 the premium share for the HDHP/HSA shall be eleven percent (11%).
  - b. Long Term Disability Insurance Coverage.
  - c. Life Insurance in the amount of \$50,000.00 per employee.
  - d. Dental Plan. The City shall provide dental benefits (with rider A) for employees and dependents in accordance with Appendix C or any other plan provided that the benefits are not less than those provided in Appendix C. The City shall pay ninety percent (90%) of the premium cost and employees shall pay ten percent (10%) of the premium cost. Effective and retroactive to July 1, 2013, the City shall pay eighty-nine percent (89%) of the premium cost and employees shall pay eleven percent (11%). Effective July 1, 2014, the City shall pay eighty-eight percent (88%) of the premium cost and employees shall pay twelve percent (12%).
  - e. Safety Prescription Glasses. The City will pay a maximum of one hundred and fifty dollars (\$150.00) towards the cost per prescription of one (1) pair of safety prescription glasses, no more than once every twelve (12) months, provided that such glasses are purchased through the City. Additional pairs of glasses with the same prescription, or a request for glasses with a different prescription made within said twelve (12) month period will be paid for in total by the employee.



f. Medical Waiver

1. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined in this Agreement and, in lieu thereof, shall receive an annual amount of three thousand dollars (\$3,000.00). Payment of this amount to those employees waiving coverage shall be made in equal payments (of \$1,500.00) in January and July. Proof of change in insurance status may be required by the Finance Director. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. This provision shall not pertain to employees whose spouse/children are covered by medical insurance provided by the Department or the City of Groton.
2. Where a change in an employee's status prompts the employee to resume City provided insurance coverage, the written waiver may, upon written notice to the Finance Director be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the City to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
3. Notice of intention to waive insurance coverage must be sent to the Chief of Police or his designee not later than October 1st, to be effective on January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Chief of Police or his designee, with proof of alternative insurance coverage.
4. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- g. The City shall have the right to substitute benefits which are substantially equivalent, with 45 days' notice to the Union, City to provide a side-by-side plan comparison, which shall be subject to grievance arbitration regarding whether the two plans are substantially equivalent.

17.2 Retirees. The City shall provide for each retiree who retires with a normal, early or disability retirement pension under the provisions of the Retirement Plan for Police of the City of Groton, the following insurance to the extent and under the terms and provisions of the programs, which are provided to bargaining unit personnel:

- a. Life insurance in the amount of \$20,000.00 per retiree at no cost to retiree.

- b. The Retiree shall pay the same cost share toward the premium/allocated rate as that paid by then-current bargaining unit members for individual and spousal coverage under the medical and prescription drug coverage and dental coverage offered to employees of the Police Department for a retiree under the pension plan between the ages of sixty (60) and Medicare eligibility.
  - c. An employee who retires under the provisions of the pension plan on or after age fifty (50) and before age sixty (60) may purchase the medical and prescription drug coverage and dental coverage specified above in Section 17.1 of this Article that is available to employees of the Police Department at that time, for himself, his spouse and dependents at his/her sole cost, i.e., 100% of the cost of the then current group rates. Should the retired employee or his spouse be employed elsewhere after the employee's retirement and have comparable benefits available at no greater cost than the City's group rates for insurance, the benefits provided under this Section shall be suspended, but shall be reinstated if the employee and/or spouse subsequently terminates said employment. The aforesaid is conditioned on the City's insurance carrier permitting such coverage. Further, the employee must make, in advance, period premium payments in the form and amount required by the City. Failure to make such prepayments will relieve the City of any further obligations under this Section.
  - d. Effective with the execution of this Agreement, or as soon thereafter as practicable, the spouse and dependents of an employee who dies in the line of duty and/or who retires pursuant to a disability retirement, may also purchase the insurance coverage as described above at his/her sole cost, i.e., 100% of the cost of the then current group rates, until the start of Medicare eligibility, and under the conditions outlined in Section 17.2(c) above, except that the age fifty (50) minimum shall be waived. The aforesaid is conditioned on the City's insurance administrator and/or carrier permitting such coverage. Further, the employee must make, in advance, period premium payments in the form and amount required by the City. Failure to make such prepayments will relieve the City of any further obligations under this Section. Lastly, dependent coverage is subject to the age limitations prescribed by the City Plan in effect for bargaining unit personnel.
- 17.3 The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance as required by this Agreement with a portion of their salary, prior to federal income or social security tax. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefits programs maintained by the City or required by law.



- 17.4 Alternate Insurance Coverage. Unless otherwise specified in this Agreement, the City shall continue to provide coverage (as set forth in the collective bargaining agreement and amended and/or negotiated from time to time. In addition, the City may offer one and/or more alternate plans as an option to the primary health insurance plan referenced above, including, but not limited to, an HDHP/HSA. The City reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate plan.
- 17.5 Effective, as soon as reasonably practical and consistent with the law, the City will provide members the opportunity to participate in a Flexible Spending Account ("FSA").

#### **ARTICLE XVIII -- UNION BUSINESS LEAVE**

- 18.1 The three (3) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the City and the Union for the purpose of negotiating the terms of said contract when such meetings take place at a time during which such members are scheduled to be on duty.
- 18.2 The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- 18.3 Such officers and members of the Union, not to exceed three (3), shall be granted leave from duty with full pay for Union business, such as attending labor conventions, educational conferences or council conferences, provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed twelve (12) working days in any fiscal year. All such leaves shall be requested at least one (1) week in advance of the leave whenever possible.

#### **ARTICLE XIX -- MILITARY LEAVE**

- 19.1 Any permanent employee who leaves the service of the City to join the military forces of the United States during time of war or other National Emergency, or who is inducted by Selective Service, shall be placed on military leave without pay.
- 19.2 Such leave shall extend for the period of service with the military forces and for ninety (90) days after discharge from the service.
- 19.3 Any employee, on military leave, who applies for reemployment to the Police Department within ninety (90) days from the date of his discharge, shall be entitled to the position he held at the time his leave was granted, provided he is capable of meeting the minimum qualifications of the job and provided he shall have received an honorable discharge or a general discharge for medical or hardship reasons.

- 19.4 Employees returning to Police Department employment from military leave shall be granted all reemployment rights provided under the Selective Service Act.
- 19.5 Any vacancies resulting from employees entering the Armed Forces shall be filled on a durational basis.
- 19.6 Time spent on military leave shall be considered as continuous employment with the City.
- 19.7 Military leave shall be granted in accordance with applicable Federal and State law and City Ordinances, to permanent employees when required to serve on active reserve or National Guard duty. The employee shall be paid the difference, if any, between his regular police pay and military pay for the duration of their active duty service for a period of up to one (1) year in accordance with City Ordinance #165.
- 19.8 Leave provided for in Section 19.7 of this Article shall not be charged to annual leave.

#### **ARTICLE XX -- IN-SERVICE TRAINING**

- 20.1 The Department shall conduct in-service courses and training sessions, some of which will be mandated in order to meet departmental and other training requirements. No police officer shall be required to attend a training session on any day that was previously granted as a time off day prior to the posting of the training notice.
- 20.2 In addition to Section 20.1 of this Article, the Department may conduct additional courses and training sessions designed to improve the professional competence of employees. All such courses or training sessions shall be on a voluntary basis.
- 20.3 The Department will make reasonable effort to schedule mandatory training sessions so as to allow employees to attend during scheduled work hours. Nonetheless, the parties recognize that, in some instances, the same may be impossible or impractical and that members will have to attend during off duty hours. Members shall attend mandatory training sessions and shall only be paid for actual hours worked at the applicable rate.

#### **ARTICLE XXI -- PROMOTIONS**

- 21.1 All promotions shall be by examination. There shall be a written and an oral examination. Scoring will consist of fifty-five (55) points for the written examination; forty (40) points for the oral test; and up to, but not in excess of, five (5) points for seniority. The Law Enforcement Council of Southeastern Connecticut shall administer both the written examination and oral examination. Employees shall take the promotional examination on a voluntary basis. Members shall be entitled to seniority credits according to the following system:

- 6 years – 1 point
- 8 years – 2 points



- 10 years – 3 points
- 12 years – 3.5 points
- 15 years – 4 points
- 18 years – 4.5 points
- 20 years – 5 points

“Years” shall be defined as “continuous uninterrupted years of service at the City of Groton Police Department.”

- 21.2 A Police Officer shall have at least his/her three (3) most recent years as a POST Connecticut certified police officer for the City of Groton before he/she shall be eligible for promotion to Corporal or Sergeant. The date for determination of eligibility is the closing date of the announcement for the acceptance of applications for promotion.
- 21.3 A Sergeant shall have three (3) years of service as a Sergeant before he shall be eligible for promotion to Lieutenant or above.
- 21.4 All promotions within the bargaining unit shall be made from the ranks of the City of Groton Police Department.
- 21.5 Whenever a promotional eligibility list is established, such list shall remain in effect for one (1) year from the date such list was established.
- 21.6 A candidate must obtain a passing score of seventy percent (70%) to be eligible for the oral examination.

### **ORAL EXAM**

- a. Oral examinations shall be administered outside the City of Groton.
- b. All examinees shall be asked similar questions.
- c. To allow for review of the selection process, all oral examinations shall be tape-recorded.
- d. Members of the oral board shall be selected from police departments outside the City and they shall be comparable in size to the City of Groton Police Department.
- e. The Chief of Police or his designee shall submit in writing to the Mayor the list of the top three (3) candidates per the testing procedure listed above upon the posting of the results. The Chief of Police or his designee shall, within ninety (90) days of the posting, recommend his choices from the top three (3) candidates in his order of priority for the Mayor and City Council’s approval as stated by City Charter, Article VI, Section 21.3(a) for promotion.

- 21.7 Notwithstanding any other provision of this Agreement or any past practice, the working test period for all promotions within the Department shall be twelve (12) months. During such period, the employee shall be on probation and may be returned to his former rank at any time by the Chief of Police or his designee if the employee is determined to be unable or unwilling to satisfactorily perform his duties, at the sole discretion of the Chief of Police or his designee. Employees, during the working test period, may voluntarily return to their prior rank.
- 21.8 Detective Assignment. A Police Officer shall have at least three (3) years as a POST Connecticut certified police officer, with the three (3) most recent years as a City of Groton Police Officer, before he shall be eligible for assignment as a Detective. The Detective assignment shall be made in the discretion of the City following an interview with the Chief and/or his designee. Assignments shall be for three (3) years (unless ended earlier by mutual agreement and/or cause), subject to renewal, if desired by both the City and Detective. In the event an officer assigned as a Detective does not complete the entire assignment period, another Detective shall be assigned in the discretion of the City following an interview with the Chief and/or his designee. The length of the subsequent assignment shall be only for the remainder of that prior assignment period. The assignment of the officer completing that assignment period will be subject to renewal for additional three (3) year assignments if desired by both the City and the officer.
- 21.9 Detective Sergeant Assignment. A Police Officer/Sergeant shall have at least five (5) years as a POST Connecticut certified police officer, with the five (5) most recent years as a City of Groton Police Officer/Sergeant, including at least the most recent one (1) year as a Sergeant, before he shall be eligible for assignment as a Detective Sergeant. The Detective Sergeant assignment shall be made in the discretion of the City from a pool of interested Sergeants following an interview with the Chief and/or his designee. Assignments shall be for three (3) years (unless ended earlier by mutual agreement and/or cause), subject to renewal for additional three (3) years assignments, if desired by both the City and Detective Sergeant. In the event an officer assigned as Detective Sergeant does not complete the entire assignment period, another Detective Sergeant shall be assigned in the discretion of the City following an interview with the Chief and/or his designee. The length of the subsequent assignment shall be only for the remainder of that prior assignment period. The assignment of the officer completing that assignment period will be subject to renewal for additional three (3) year assignments if desired by both the City and the officer.

## ARTICLE XXII -- GENERAL PROVISIONS

- 22.1 The Police Department will continue to furnish such equipment as is presently furnished, and, whenever possible, furnish such additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.



- 22.2 Clothing, watches, dentures and eyeglasses damaged or destroyed in the line of duty will be repaired or replaced by the City, provided such loss is reported within twenty-four (24) hours, and provided further that said loss does not exceed one hundred dollars (\$100.00) per item, with the exception of prescription items. No loss shall be claimed for jewelry.
- 22.3 The City shall assume full responsibility for any police officer sued for alleged false arrest and/or abuse of power and shall furnish the services of the City Counsel and his staff to act in his behalf.
- 22.4 The City shall give to each employee and to each new employee, when he/she is hired, a copy of this Agreement, a Police identification card and a copy of the Rules and Regulations, Policies and Procedures and Operation Directives of the Department, and policies of the City.
- 22.5 The City shall designate one (1) bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union business. The Union and the City of Groton shall monitor this bulletin board and ensure that nothing is posted that denigrates any individual, the Department or the City of Groton.
- 22.6 Employees shall not be required to make any mechanical repairs, oil changes or change flat tires of Department motor vehicles, except in an emergency, and shall not be required to wash such vehicles.
- 22.7 Employees shall not be required to perform any function normally done by another City Department, agency, or private concern.
- 22.8 All employees shall have the right to review their personnel files upon reasonable request to the Human Resources Director, and at such time that the review will not interfere with the orderly operation of the Department or the City. Such request shall be granted within ten (10) business days (Monday – Friday) of the date of a written request.
- 22.9 Employees shall receive a copy of all communications that are to be entered into their personnel files and they shall be afforded the opportunity to initial such document prior to entry. The employee and the Chief of Police or his designee shall review the personnel file annually. Personnel files shall be created, managed and retained in accordance with State Law. Employees may request to have any negative material removed from the file pursuant to State Law.
- 22.10 The City agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union, and the individual employees covered hereunder, expressly agree that there will be no strike, slowdown or work stoppage during the term of this Agreement.

22.11 The City shall budget annually, on a fiscal year basis, the sum of ten thousand dollars (\$10,000.00) for an education fund for the purpose of reimbursing employees for tuition and books for courses in Police Science or Police Administration at an accredited college or university, subject to the conditions outlined below, and to the availability of funds. Should any of said dollars be unexpended in any fiscal year, the same shall not be carried over to the next fiscal year.

- a. The employee must obtain permission from the Chief of Police or his designee prior to the start of the course in order to qualify for reimbursement.
- b. Such reimbursement shall be made to the employee upon receipt of documentation satisfactory to the Chief of Police or his designee of successful course completion with a grade of "C" or better or a "pass" grade in the case where a course is offered only on a pass/fail basis.
- c. Each year, an employee shall be entitled to reimbursement for one (1) approved course on a first come, first served basis until the fund is exhausted. An additional course may be added, provided funds are available and other employees have had the opportunity to enroll and be reimbursed for at least one (1) course.
- d. If an employee resigns voluntarily from the Police Department, the following percentage of contribution of the City shall be refunded to the City, either by direct payment, or by the withholding of the appropriate portion of the employee's terminal pay:

If the employee leaves within one (1) year – 100% returned;  
If the employee leaves within one (1) or two (2) years – 80% returned;  
If the employee leaves within two (2) or three (3) years – 50% returned;  
After three (3) years – no return.

22.12 Educational Incentive

- a. Any member of the bargaining unit who has attained thirty (30) credits or more from an accredited college or university in courses where he has attained a grade of "C" or better (grade point average of 2.0 or better), dealing with Police Science, Police Administration or in a field relating to law enforcement, or towards a degree related to law enforcement, which courses or degree have been approved by the Chief of Police or his designee, shall receive a lump sum payment of five hundred dollars (\$500.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes.
- b. Any member of the bargaining unit who has attained an Associate Degree from an accredited college or university in Police Science, Police Administration, or in a field related to law enforcement, provided the same has been approved by the



Chief of Police or his designee, shall receive a lump sum payment of one thousand dollars (\$1,000.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes and shall be in lieu of any payment under Section 22.13.a above.

- c. Any member of the bargaining unit who has attained a Bachelor Degree from an accredited college or university in Police Science, Police Administration, or in a field related to law enforcement, provided the same has been approved by the Chief of Police or his designee, shall receive a lump sum payment of one thousand five hundred dollars (\$1,500.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes and shall be in lieu of any payment under Sections 22.13a or 22.13b above.
- d. Any member of the bargaining unit who has attained a Master Degree from an accredited college or university in Police Science, Police Administration, or in a field related to law enforcement, provided the same has been approved by the Chief of Police or his designee, shall receive a lump sum payment of two thousand dollars (\$2,000.00) on October 1<sup>st</sup> of each fiscal year of this Agreement. Said payment shall not be regarded as additional compensation for wage or pension calculation purposes and shall be in lieu of any payment under Sections 22.13a, 22.13b or 22.13c above.

22.13 When scheduling time off for compensatory time, vacation time and time due days, if there is a Lieutenant assigned to the evening (3:00 p.m. – 11:00 p.m.) or midnight (11:00 p.m. – 7:00 a.m.) shifts, it is mutually agreed by the parties that he shall count for purposes of scheduling the aforesaid time off. Notwithstanding the aforesaid, the scheduling of said time off shall be subject to all other relevant articles and sections of this Agreement.

22.14 Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

22.15 MRT Stipend

- a. Each employee shall obtain and maintain an MRT certification as a condition of employment. Failure to obtain/maintain same, is grounds for disciplinary action, including termination.
- b. Each employee who obtains/maintains MRT certification shall receive an annual stipend of four hundred dollars (\$400.00), payable in the month of June. Said sum shall not be considered as additional compensation for pension, wage, overtime, or any other calculation purposes.

- c. Each employee licensed as an EMT or MRT by the Connecticut Department of Health on July 1<sup>st</sup> of any year, who is designated as a participant in the City of Groton's Medical First Response program or Co-Response program, in addition to Section 18, shall be paid a stipend of two hundred dollars (\$200.00) per year. If such employee is qualified and authorized to operate issued defibrillator equipment, he or she shall receive an additional stipend of one hundred dollars (\$100.00) per year. Stipends shall be paid in the following month of June.
  - d. The City shall continue to offer MRT training so that employees will have the opportunity to obtain/maintain certification.
- 22.16 Any position or job responsibility which does not require the power of arrest, including, but not limited to training, Fleet manager, computer operations or records clerk, may be filled at the discretion of the Chief of Police or his designee, with civilian personnel, and in that case, the Union shall not grieve any such appointments; said civilian personnel shall not be a part of this bargaining unit; and said civilian personnel shall not be compensated in accordance with the terms and conditions of this -Agreement.
- 22.17 The term "years of service", when used in this Agreement, shall refer solely to the years of continuous, uninterrupted service earned while employed by the City of Groton. Seniority in the department shall be the same as years of service.
- 22.18 Each week, based on a schedule set up by the Chief of Police or his designee, one of the following shall be deemed the on-call investigator: Detective Sergeant, Detective, or Youth Officer or any officer assigned temporarily to perform investigatory duties. The on-call officer is required to carry his/her department issued cellular phone and be able to respond to the call within ten (10) minutes and to report promptly as directed. There will be only one on-call investigator scheduled each week and he or she will be paid fifty dollars (\$50.00) per week.

#### **ARTICLE XXIII -- INTENTION TO RETIRE**

- 23.1 Bargaining unit members will provide advance notice of their intention to retire no less than one (1) month prior to their retirement date. Upon written request, the City, in its discretion, may waive this requirement; the City's decision is not subject to the grievance and/or arbitration process.

#### **ARTICLE XXIV -- PERSONNEL EVALUATIONS**

- 24.1 The City and the Union agree to the need for a system of evaluating personnel performance. Performance evaluations will be completed within the month of September. Performance evaluations will be completed by the sergeants of their subordinates, after discussions with the Chief of Police or his designee. Corporals will be evaluated by Sergeants. Sergeants will be evaluated by their Division Lieutenants. Lieutenants will be evaluated by the Chief of Police or his designee. Newly appointed



employees shall be subject to quarterly evaluations during the twelve month probationary period following their graduation from the POSTC Academy.

- 24.2 The performance evaluation form revised as of July 1, 2016 listed in Appendix D is located in the Public Folders file on the City of Groton computer system under HR Performance Evaluation Forms: Police CIPU #8 for ease in completing the form.
- 24.3 Completed performance evaluations will be retained in the individual's personnel file located in the Human Resources Department.

#### **ARTICLE XXV -- POSITION DESCRIPTIONS**

- 25.1 New and promoted employees will be assigned a position description, the duties of which he/she is competent to perform and which generally reflect his/her work. The position descriptions, as amended from time to time, for all assignments will be retained in the individual's personnel file.
- 25.2 Upon the effective date of this Agreement, all bargaining unit members will sign their position descriptions. The original position description will be retained in their personnel file located in the Human Resources Department. If a bargaining unit member is promoted or assigned to a different position, the bargaining unit member will sign the new position description that can be obtained from the Human Resources Department. The new position description will be retained in the individual's personnel file.

#### **ARTICLE XXVI -- RETURN TO WORK/TRANSITION POLICY**

- 26.1 Return to Work Program. The City of Groton provides a Return to Work program that plays a key part in workers' compensation disability management. Potential alternate job duties are identified in Appendix E.

#### **ARTICLE XXVII -- SAVINGS CLAUSE**

- 27.1 If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof, which shall be valid.
- 27.2 The City agrees to continue all benefits that have been authorized and approved by the Mayor and Council and enjoyed by the members of the Department not covered by the terms of this Agreement.
- 27.3 Unless expressly abridged, or relinquished by a specific Section of this Agreement, the rights, powers and authority held by the City, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision, over matters involving the municipality, and the complete operational control over its employees, shall remain vested solely and exclusively in the City of Groton.

- 27.4 All Memoranda of Understanding (“MOU”) which apply to the entire bargaining unit (excludes MOU’s which apply to a single officer) shall be attached to this collective bargaining agreement. No MOU shall have any force or effect unless attached to and incorporated in the collective bargaining agreement.

#### **ARTICLE XXVIII -- MANAGEMENT RIGHTS**

- 28.1 The Union recognizes that, subject to the terms of this Agreement, management has rights, powers, and authority to manage its own operations. These rights include, but are not limited to:
- a. To maintain discipline and efficiency of employees; to prescribe rules to that effect;
  - b. To determine the need for removing, replacing, and purchasing new equipment;
  - c. To determine the need for purchasing from outside sources products or the maintenance of said products;
  - d. The right to introduce new and improved methods or improve old methods of operation.
  - e. The right to direct, control, discipline, evaluate, and supervise officers.
  - f. The right to institute technological changes.
  - g. The establishment and change of standards and quality standards.

#### **ARTICLE XXIX -- DURATION**

- 29.1 Unless otherwise specified herein, this Agreement shall be in effect on July 1, 2019 and shall remain in effect until June 30, 2021 and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, or upon any anniversary of said Agreement, by giving to the other party not less than one hundred fifty (150) days’ written notice of intention to propose amendment. Within thirty (30) days of receipt of such notice by either party, a conference shall be held between the City and the Union for the purpose of such amendment, modification or termination.
- 29.2 Pensions are provided in accordance with the terms of a Pension Agreement between the parties. All parties agree that there shall be no reopener of the current Pension Agreement at any time prior to July 1, 2021. Any dispute over the pension provisions may be processed in accordance with the Grievance Procedure outlined in this Agreement. (See Appendix F).



**SIGNATURE PAGE**

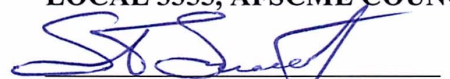
IN WITNESS WHEREOF, the parties have caused their names to be signed this 13<sup>th</sup> day of ~~July~~, 2019.  
September



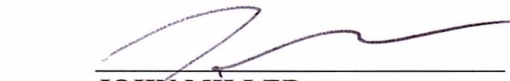
**THE CITY OF GROTON**

  
**KEITH HEDRICK, MAYOR**

**LOCAL 3355, AFSCME COUNCIL 4**

  
**STEVEN SMITH, PRESIDENT**

**LOCAL 3355, AFSCME COUNCIL 4**

  
**JOHN MILLER**  
**STAFF REPRESENTATIVE**

**APPENDIX A -- WAGES**


<b>POSITION</b>	<b>CURRENT WAGE</b>	<b>EFFECTIVE 7/1/2019 2.50%</b>	<b>EFFECTIVE 7/1/2020 2.00%</b>
<b>LIEUTENANT</b>	\$44.78	\$45.90	\$46.82
	\$93,142.40	\$95,472.00	\$97,385.60
<b>SERGEANT</b>	\$39.09	\$40.07	\$40.87
	\$81,307.20	\$83,345.60	\$85,009.60
<b>DETECTIVE</b>	\$37.24	\$38.17	\$38.93
	\$77,459.20	\$79,393.60	\$80,974.40
<b>CORPORAL</b>	\$36.28	\$37.19	\$37.93
	\$75,462.40	\$77,355.20	\$78,894.40
<b>POLICE OFFICER GRADE A</b>	\$35.61	\$36.50	\$37.23
	\$74,068.80	\$75,920.00	\$77,438.40
<b>POLICE OFFICER GRADE B</b>	\$34.31	\$35.17	\$35.87
	\$71,364.80	\$73,153.60	\$74,609.60
<b>POLICE OFFICER GRADE C</b>	\$33.04	\$33.87	\$34.55
	\$68,723.20	\$70,449.60	\$71,864.00
<b>POLICE OFFICER GRADE D</b>	\$29.33	\$30.06	\$30.66
	\$61,006.40	\$62,524.80	\$63,772.80

<b>MON-FRI</b>	\$55.53	\$56.92	\$58.06
<b>SAT</b>	\$83.30	\$85.38	\$87.09
<b>SUN</b>	\$111.08	\$113.86	\$116.14



## APPENDIX B -- CITY OF GROTON PLAN


Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services      Coverage Period: 07/01/2019– 06/30/2020  
City of Groton: Lumenos HSA Plan      Coverage for: Individual + Family | Plan Type: CDHP

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,000/individual or \$4,000/family. All <u>Providers</u> .	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> for In- <u>Network Providers</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$5,000/individual or \$10,000/family. All <u>Providers</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, PPO. See <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an out-of- <u>network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an out-of- <u>network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Specialist</u> visit	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Preventive care</u> / <u>screening</u> / immunization	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab – Office 0% <u>coinsurance</u> X-Ray – Office 0% <u>coinsurance</u>	Lab – Office 20% <u>coinsurance</u> X-Ray – Office 20% <u>coinsurance</u>	Lab – Office -----none----- X-Ray – Office Includes coverage for Breast Tomosynthesis
	Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a> National	Tier 1 - Typically Generic	\$5/prescription (retail) and \$10/prescription (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	*See Prescription Drug section
	Tier 2 - Typically <u>Preferred</u> / Brand	\$20/prescription (retail) and \$40/prescription (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 3 - Typically Non- <u>Preferred</u> / <u>Specialty Drugs</u>	\$40/prescription (retail) and \$80/prescription (home delivery)	20% <u>coinsurance</u> (retail) and 20% <u>coinsurance</u> (home delivery)	
	Tier 4 - Typically <u>Specialty</u> (brand and generic)	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need immediate medical attention	<u>Emergency room care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Emergency medical transportation</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Urgent care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	There may be other levels of <u>cost</u>

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				<u>share</u> that are contingent on how services are provided.
If you have a hospital stay	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	Physician/surgeon fees	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% <u>coinsurance</u> Other Outpatient 0% <u>coinsurance</u>	Office Visit 20% <u>coinsurance</u> Other Outpatient 20% <u>coinsurance</u>	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If you are pregnant	Office visits	0% <u>coinsurance</u>	20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	0% <u>coinsurance</u>	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	200 visits/benefit period.
	<u>Rehabilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Therapy Services section
	<u>Habilitation services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	120 days limit/benefit period.
	<u>Skilled nursing care</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See <u>Durable Medical Equipment</u> Section
	<u>Durable medical equipment</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
	<u>Hospice services</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	-----none-----
If your child needs dental or eye care	Children's eye exam	0% <u>coinsurance</u>	20% <u>coinsurance</u>	*See Vision Services section
	Children's glasses	Not covered	Not covered	*See Dental Services section
	Children's dental check-up	Not covered	Not covered	

\* For more information about limitations and exceptions, see [plan](#) or policy document at <https://eoc.anthem.com/eocdps/aso>.

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**Excluded Services & Other Covered Services:**

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

- |                        |                       |   |
|------------------------|-----------------------|---|
| • Cosmetic surgery     | • Dental care (adult) | • Dental Check-up   |
| • Glasses for a child  | • Long-term care      | • Routine foot care unless you have been diagnosed with diabetes. |
| • Weight loss programs |                       |   |

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

- |  |  |  |
|--|--|--|
| • Acupuncture Coverage is limited to Pain Management | • Bariatric surgery                      | • Chiropractic care 50 visits/benefit period.  |
| • Hearing aids                                       | • Infertility treatment                  | • Most coverage provided outside the United States. See <a href="http://www.bcbsglobalcare.com">www.bcbsglobalcare.com</a> |
| • Private-duty nursing                               | • Routine eye care (adult) 1 every year. |  |

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.ccio.cms.gov](http://www.ccio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.ccio.cms.gov](http://www.ccio.cms.gov)

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

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

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

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

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

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

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About these Coverage Examples:



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

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The <u>plan's</u> overall <u>deductible</u>	\$2,000	■ The <u>plan's</u> overall <u>deductible</u>	\$2,000	■ The <u>plan's</u> overall <u>deductible</u>	\$2,000
■ <u>Specialist coinsurance</u>	0%	■ <u>Specialist coinsurance</u>	0%	■ <u>Specialist coinsurance</u>	0%
■ Hospital (facility) <u>coinsurance</u>	0%	■ Hospital (facility) <u>coinsurance</u>	0%	■ Hospital (facility) <u>coinsurance</u>	0%
■ Other <u>coinsurance</u>	0%	■ Other <u>coinsurance</u>	0%	■ Other <u>coinsurance</u>	0%
This EXAMPLE event includes services like: <u>Specialist</u> office visits ( <i>prenatal care</i> ) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services <u>Diagnostic tests</u> ( <i>ultrasounds and blood work</i> ) <u>Specialist</u> visit ( <i>anesthesia</i> )		This EXAMPLE event includes services like: <u>Primary care physician</u> office visits ( <i>including disease education</i> ) <u>Diagnostic tests</u> ( <i>blood work</i> ) <u>Prescription drugs</u> <u>Durable medical equipment</u> ( <i>glucose meter</i> )		This EXAMPLE event includes services like: <u>Emergency room care</u> ( <i>including medical supplies</i> ) <u>Diagnostic test</u> ( <i>x-ray</i> ) <u>Durable medical equipment</u> ( <i>crutches</i> ) <u>Rehabilitation services</u> ( <i>physical therapy</i> )	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900
In this example, Peg would pay: <u>Cost Sharing</u>		In this example, Joe would pay: <u>Cost Sharing</u>		In this example, Mia would pay: <u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000	<u>Deductibles</u>	\$2,000	<u>Deductibles</u>	\$1,900
<u>Copayments</u>	\$20	<u>Copayments</u>	\$1,100	<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$60	Limits or exclusions	\$60	Limits or exclusions	\$0
The total Peg would pay is	\$2,080	The total Joe would pay is	\$3,160	The total Mia would pay is	\$1,900

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

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## Language Access Services:

(TTY/TDD: 711)

**Albanian (Shqip):** Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (800) 922-6621

**Amharic (አማርኛ):** ስለዚህ ሰነድ ማንኛውም ጥያቄ ካለዎት በራስዎ ቋንቋ አርባታ እና ይህን መረጃ በነጻ የማግኘት መብት አለዎት። አስተርጓሚ ለማናገር (800) 922-6621 ይደውሉ።

**Arabic (العربية):** إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (800) 922-6621.

**Armenian (հայերեն):** Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (800) 922-6621:

**Bassa (Bàsɔ̀ Wùdù):** M̐ d̐yí d̐yí-diè-d̐ɛ̀ b̐ɛ̀ b̐é d̐é b̐á c̐éè-d̐ɛ̀ n̐à k̐e d̐yí n̐í, ɔ̀ m̐ò n̐í d̐yí-b̐é d̐ɛ̀in-d̐ɛ̀ b̐é m̐ k̐é gbo-kpá-kpá k̐è b̐ɔ̃ kp̐ɔ̃ d̐é m̐ b̐í d̐í-wù d̐ùñ b̐ó p̐í d̐yí. B̐é m̐ k̐é wu d̐u-z̐iñ-n̐yò d̐ò gbo wù d̐í k̐e, d̐á (800) 922-6621.

**Bengali (বাংলা):** যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য পাওয়ার ও তথ্য পাওয়ার অধিকার আপনার আছে। একজন দোভাষীর সাহায্যে কথা বার জন্য (800) 922-6621 -তে কল করুন।

**Burmese (မြန်မာ):** ဤစာရွက်စာတမ်းနှင့် ပတ်သက်၍ သင့်တွင် မေးမြန်းလိုသည်များရှိပါက အချက်အလက်များနှင့် အကူအညီကို အခကြေးငွေ မေးခရာမလိုပဲ သင့်ဘာသာစကားဖြင့် ရယူနိုင်ခွင့် သင့်တွင် ရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဖုန်း (800) 922-6621 သို့ ခေါ်ဆိုပါ။

**Chinese (中文):** 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (800) 922-6621。

**Dinka (Dinka):** Na n̐ɔŋ thiëc̐ n̐é k̐e d̐e y̐à thor̐é, k̐e y̐in n̐ɔŋ loŋ b̐é y̐i kuony̐ ku w̐er̐ a̐l̐eu b̐é g̐eer̐ y̐ic̐ y̐in n̐e thog̐ du k̐e c̐in w̐eu̐ tāāu̐é k̐e p̐iny. Te k̐or̐ y̐in ba jam̐ w̐en̐é ran̐ y̐e thok̐ g̐eryic̐, k̐e y̐in c̐ol̐ (800) 922-6621.

**Dutch (Nederlands):** Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (800) 922-6621.

**Farsi (فارسی):** در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (800) 922-6621 تماس بگیرید.

**French (Français):** Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (800) 922-6621.



### Language Access Services:

**German (Deutsch):** Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (800) 922-6621.

**Greek (Ελληνικά):** Αν έχετε τυχόν απορίες σχετικά με το παρόν έγγραφο, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας δωρεάν. Για να μιλήσετε με κάποιον διερμηνέα, τηλεφωνήστε στο (800) 922-6621.

**Gujarati (ગુજરાતી):** જો આ દસ્તાવેજ અને આપને કોઈપણ પ્રશ્નો હોય તો, કોઈપણ ખર્ચ વગર આપની ભાષામાં મદદ અને માહિતી મેળવવાનો તમને અધિકાર છે. દુભાષિયા સાથે વાત કરવા માટે, કૌલ કરો (800) 922-6621.

**Haitian Creole (Kreyòl Ayisyen):** Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (800) 922-6621.

**Hindi (हिंदी):** अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। दुभाषिये से बात करने के लिए, कॉल करें (800) 922-6621 ।

**Hmong (White Hmong):** Yog tias koj muaj lus nug dab tsi ntsig txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus nqi. Txhawm rau tham nrog tus neeg txhais lus, hu xov tooj rau (800) 922-6621.

**Igbo (Igbo):** O buɔ ụ na i nwere ajuju o bula gbasara akwukwo a, i nwere ikike inweta enyemaka na ozi n'astusu gi na akwughi ugwo o bula. Ka gi na okowa okwu kwuo okwu, kpoo (800) 922-6621.

**Ilokano (Ilokano):** Nu addaan ka iti aniaman a saludsod panggep iti daytoy a dokumento, adda karbengam a makaala ti tulong ken impormasyon babaen ti lengua hem nga awan ti bayad na. Tapno makatungtong ti maysa nga tagipatarus, awagan ti (800) 922-6621.

**Indonesian (Bahasa Indonesia):** Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (800) 922-6621.

**Italian (Italiano):** In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (800) 922-6621

**Japanese (日本語):** この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(800) 922-6621 にお電話ください。

### Language Access Services:

**Khmer (ខ្មែរ):** បើអ្នកមានសំណួរផ្សេងទៀតអំពីឯកសារនេះ អ្នកមានសិទ្ធិទទួលបានជំនួយពីអ្នកមានជំនាញសំរាប់អ្នកដោយឥតគិតថ្លៃ។  
ដើម្បីជ្រើសរើសសំណួរអ្នកបកប្រែ សូមហៅ (800) 922-6621 ។

**Kirundi (Kirundi):** Ugize ikibazo ico arico cose kuri iyi nyandiko, ufise uburenganzira bwo kuronka ubufasha mu rurimi rwawe ata giciro. Kugira uvugishe umusemuzi, akura (800) 922-6621.

**Korean (한국어):** 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (800) 922-6621 로 문의하십시오.

**Lao (ພາສາລາວ):** ຖ້າທ່ານມີຄຳຖາມໃດໆກ່ຽວກັບເອກະສານນີ້, ທ່ານມີສິດໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ ແລະ ຂໍ້ມູນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ.  
ເພື່ອໄດ້ຮັບຄວາມຊ່ວຍເຫຼືອ, ໃຫ້ໃບໂທ (800) 922-6621.

**Navajo (Diné):** Dii naaltsoos bika'igüi lahgo bina'idilkidgo ná bohónéedzà dóó bee ahóót'i' t'áá nì nizaad k'ehjì bee nìl hodoonih t'áadoo bąąh ilinígóó.  
Ata' halne'igüi la' bich'i' hadesdzih ninizingo kojì hodiilnih (800) 922-6621.

**Nepali (नेपाली):** यदि यो कागजातबारे तपाईंसँग केही प्रश्नहरू छन् भने, आफ्नै भाषामा निःशुल्क सहयोग तथा जानकारी प्राप्त गर्न पाउने हक तपाईंसँग छ।  
दोभापेतसँग कुरा गर्नका लागि, यहाँ कल गर्नुहोस् (800) 922-6621

**Oromo (Oromifaa):** Sanadi kanaa wajjun walqabaate gaffi kamiyyuu yoo qabduu tanaan, Gargaarsa argachuu fi odeeffanoo afaan ketun kaffaltii alla argachuuf mirgaa qabdaa. Turjumaana dubaachuuf, (800) 922-6621 bilbilla.

**Pennsylvania Dutch (Deutsch):** Wann du Frooge iwwer selle Document hoscht, du hoscht die Recht um Hilfe un Information zu griege in dei Schprooch mitaus Koscht. Um mit en Iwversetze zu schwetze, ruff (800) 922-6621 aa.

**Polish (polski):** W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (800) 922-6621.

**Portuguese (Português):** Se tiver quaisquer dúvidas acerca deste documento, tem o direito de solicitar ajuda e informações no seu idioma, sem qualquer custo. Para falar com um intérprete, ligue para (800) 922-6621.

**Punjabi (ਪੰਜਾਬੀ):** ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (800) 922-6621 ਤੇ ਕਾਲ ਕਰੋ।

### Language Access Services:

**Romanian (Română):** Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (800) 922-6621.

**Russian (Русский):** Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (800) 922-6621.

**Samoa (Samoa):** Afai e iai ni ou fesili e uiga i lenei tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e aunoa ma se totogi. Ina ia talanoa i se tagata faaliliu, vili (800) 922-6621.

**Serbian (Srpski):** Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (800) 922-6621.

**Spanish (Español):** Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (800) 922-6621.

**Tagalog (Tagalog):** Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (800) 922-6621.

**Thai (ไทย):** หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่มีค่าใช้จ่าย โดยโทร (800) 922-6621 เพื่อพูดคุยกับล่าม

**Ukrainian (Українська):** якщо у вас виникають запитання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (800) 922-6621.

**Urdu (اردو):** اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مدد اور اپنی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لئے، (800) 922-6621 پر کال کریں۔

**Vietnamese (Tiếng Việt):** Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (800) 922-6621.

**(Yiddish) (אידיש):** אויב איר האט שאלות וועגן דעם דאקומענט, האט איר די רעכט צו באקומען דעם אינפארמאציע אין אייער שפראך און קיין פרייז. צו רעדן צו אן איבערזעצער, רופט (800) 922-6621.

**Yoruba (Yorùbá):** Tí o bá ní èyíkéyí ibèrè nípà àkọsilẹ yìí, o ní ètò láti gba àrànwọ́ àti iwádìín ní èdè ẹ̀ lẹ́yẹ̀. Bá wa oghòfọ́ kan sọrọ̀, pe (800) 922-6621.



### Language Access Services:

#### It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**APPENDIX C -- CITY OF GROTON DENTAL PLAN**

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# **Summary**

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# **Booklet**

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*for employees of*

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**City of Groton**

Group#004791-055  
-059

**Dental Plan**

SB0760  
01/12/01

This Summary Booklet describes generally this Benefit Program, which is funded by the City of Groton and for which Anthem Blue Cross and Blue Shield performs various administrative services.

This Summary Booklet is a description of the Benefit Program only, it is neither intended to describe any other health benefit plans the Employer Group may offer nor by itself intended to be a summary plan description as defined in the Employee Retirement Income Security Act of 1985, as amended (ERISA). In addition, the Employer Group may have requirements with regard to the administration of the Benefit Program.

The Benefit Program is self-insured health benefit plan. It is not an insurance policy or underwritten program. This Summary Booklet has been prepared by Anthem BCBS on behalf of and at the direction of the Employer Group for the purpose of describing the benefits the Employer Group has agreed to provide to its Employees and their Dependents under the Benefit Program. The Employer Group is responsible for whether the Summary Booklet completely or accurately describes the Benefit Program.

Anthem BCBS performs various administrative services with regard to the Benefit Program as described in the Administrative Services Only Agreement between Anthem BCBS and the Employer Group. The Employer Group has the right to change the benefits under the Benefit Program, subject to the terms specified in the Administrative Services Only Agreement. A change by the Employer Group of the benefits described in this Summary Booklet will not be administered by Anthem BCBS unless the terms of the Administrative Services Only Agreement, including notice to Anthem BCBS of the change, are complied with by the Employer Group. Accordingly, except as specifically required by the terms of the Administrative Service Only Agreement, Anthem BCBS shall have no responsibility to perform certain administrative services with regard to benefit changes made by the Employer Group under the Benefit Program unless they are communicated to Anthem BCBS in the manner prescribed under the Administrative Services Only Agreement. Please be sure to contact the benefits coordinator at the Employer Group for more information concerning the Employer Group's obligations under the Administrative Services Only Agreement; the Employer Group's requirements, if any, regarding participation in the Benefit Program; and to obtain a summary plan description of the employee health care benefit plan.

A Covered Person's rights to benefits under this Benefit Program are subject to all the terms of the Administrative Services Only Agreement and such rights shall terminate in accordance with the terms and provisions as specified therein.

All the defined terms used in this Summary Booklet have the meanings ascribed to them herein without reference to any of the definitions contained in the Administrative Services Only Agreement. The terms of this Summary Booklet shall govern and supersede any previous versions of this Summary Booklet and any outlines or other summaries distributed by the Employer Group or Anthem BCBS with respect to the Benefit Program.

**You usually will be able to answer your benefits questions by referring to this Summary booklet. If you need help with your membership, benefits or claims, call or write the Member Services Department, at Anthem Blue Cross and Blue Shield, dedicated to serving your group:**

Member Services Department  
Anthem Blue Cross and Blue Shield  
P. O. Box 533  
North Haven, CT 06473-4201

Toll-free statewide: 1 (800) 233-4947  
New Haven area: (203) 985-6338  
Out of State: 1 (800) 233-4947



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## DEFINITIONS

Actively at Work: The term Actively At Work means the employee must work at the employer group's place of business or at such place(s) as normal business requires. The employee must perform all duties of the job as required of a full-time employee working 30 or more hours per week on a regularly scheduled basis. Eligible employees who do not satisfy the criteria, solely due to a health-related reason, are considered Actively At Work for purpose of initial Eligibility under the Benefit Program.

Anthem BCBS: The term Anthem BCBS means Anthem Health Plans, Inc. doing business as Anthem Blue Cross and Blue Shield an independent licensee of the Blue Cross and Blue Shield Association or its agents, representatives, contractors, subcontractors or affiliates.

Benefit Period: The term Benefit Period means the consecutive extent of time for which benefits are payable. Unless otherwise defined as a period of days in the Schedule of Benefits, the Benefit Period shown in the Schedule of Benefits.

Benefit Program: The term Benefit Program and Program means the employee dental benefit plan of the Employer, administered by Anthem BCBS on behalf of the Employer, and described in this Summary Booklet.

C.G.S.: The term C.G.S. means Connecticut General Statutes, as they may be amended from time to time.

Calendar Year: The term Calendar Year means a year beginning on January 1 and ending on December 31 of the same year. The first Calendar Year will begin on the Benefit Program's Effective Date and end on December 31 of the same year.

Coinsurance: The term Coinsurance means the fixed percentage of the Maximum Allowable Amount for Covered Services which the Covered Person is required to pay as shown in the Schedule of Benefits.

Cost Share: The term Cost Share means the amount which the Covered Person is required to pay for Covered Services. When applicable, Cost Shares can be in the form of copayments, Coinsurance and/or Deductibles.

Covered Person: The term Covered Person means an Eligible Person as defined in the Eligibility Section, who has been accepted for membership under this Benefit Program and in whose name a membership identification card is issued.

Covered Service: The term Covered Service means diagnosis, care, treatment or supplies that are:

1. described in this Summary Booklet and listed in the Schedule of Benefits;
2. performed by a Dentist; and
3. not described as exclusions or limitations throughout this Summary Booklet.

Dental Consultant: The term Dental Consultant means a Dentist who has agreed to provide consulting services in connection with a covered dental treatment or service.

Dental Emergency: The term Dental Emergency means acute pain or a condition requiring immediate treatment of the oral condition but does not produce a definitive cure including, but not limited to, any diagnostic and palliative procedures to:

1. stop bleeding;
2. open and clean an infection; and/or
3. relieve pain.

Dentist: The term Dentist means any licensed Dentist (D.D.S., D.M.D.) who is actively engaged in the practice of Dentistry, including but not limited to the following:

1. Endodontist: a Dentist whose practice is limited to treating disease and injuries of the pulp and associated periradicular conditions.
2. Periodontist: a Dentist whose practice is limited to the treatment of diseases of the supporting and surrounding tissues of the teeth.
3. Prosthodontist: a Dentist whose practice is limited to the restoration of the natural teeth and/or the replacement of missing teeth with artificial substitutes.

Dentistry: The term Dentistry (Dental Care) means:

1. the diagnosis and treatment of diseases or lesions of the mouth and surrounding and associated structures;
2. replacement of lost teeth by artificial ones;
3. the diagnosis or correction of malposition of the teeth; or
4. the furnishing, supplying constructing, reproducing or repairing any prosthetic denture, bridge appliance or any other structure to be worn in the mouth; or the placement or adjustment of such appliance or structure in the human mouth.

Dependent: The term Dependent means an Eligible Dependent as defined in the Eligibility Section of this Summary Booklet.

Description of Benefits: The term Description of Benefits means the document which describes for the Employer the Benefit Program.

Effective Date: The term Effective Date means the date upon which the Covered Person is eligible to receive benefits under the Benefit Program as provided in the Eligibility Section.

Eligibility: The term Eligibility means qualifying for coverage according to the Summary Booklet's description of Eligible Person or Eligible Dependent.

Experimental or Investigational: The term Experimental or Investigational means services or supplies which include, but are not limited to, any diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies which are determined in the sole discretion of consultants designated by Anthem BCBS to be Experimental or Investigational.



In making its determination, Anthem BCBS will deem a service or supply to be Experimental or Investigational if it satisfies one or more of the following criteria:

1. The service or supply does not have final approval by the appropriate government regulatory body or bodies, or such approval for marketing has not been given at the time the service or supply is furnished; or
2. A written informed consent form for the specific service or supply being studied has been reviewed and/or has been approved or is required by the treating facility's Institutional Review Board, or other body serving a similar function or if federal law requires such review and approval; or
3. The service or supply is the subject of a protocol, protocols or clinical trial study, or is otherwise under study in determining its maximum tolerated toxicity dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Notwithstanding the above, services or supplies will not be considered Experimental if they have successfully completed a Phase III clinical trial of the Federal Food and Drug Administration, for the illness or condition being treated, or the diagnosis for which it is being prescribed.

In addition, a service or supply may be deemed Experimental or Investigational based upon:

1. Published reports and articles in the authoritative medical, scientific and peer review literature; or
2. The written protocol or protocols used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure; or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Maximum Allowable Amount: The term Maximum Allowable Amount means for each of the following:

1. Participating Dentist: Except as otherwise provided by law, an amount agreed upon by Anthem BCBS and a Participating Dentist as full compensation for Covered Services provided to a Covered Person. When applicable, it is the Covered Person's obligation to pay Cost Share as a component of this Maximum Allowable Amount. The amount Anthem BCBS will pay on behalf of Employer for Covered Services will be the Maximum Allowable Amount or the billed charges, whichever is lower.
2. Non-Participating Dentists: Except as otherwise required by law, a reasonable amount as determined by Anthem BCBS, after consideration of such industry cost, reimbursement and utilization data and indices, as Anthem BCBS deems appropriate in its discretion, which is assigned as reimbursement for Covered Services provided to a Covered Person or an amount negotiated with a Non-Participating Dentist for Covered Services provided to a Covered Person. The amount Anthem BCBS will pay for Covered Services on behalf of Employer will be the Maximum Allowable Amount or the billed charges, whichever is lower.

It is the Covered Person's obligation to pay Cost Shares as a component of this Maximum Allowable Amount and amounts in excess of the Maximum Allowable Amount. Please note that the Maximum Allowable Amount may be greater or less than the Participating Dentist's or Non-Participating Dentist's billed charges for the Covered Service.

Anthem BCBS shall have discretionary authority to establish, as it deems appropriate, the Maximum Allowable Amount under the Benefit Program.

Medically Necessary Care (Medically Necessary or Medical Necessity): The term Medically Necessary Care (Medically Necessary or Medical Necessity) means services, supplies or treatment rendered by a Provider which, in the judgment of Anthem BCBS, is or are:

1. appropriate for, and consistent with, the symptoms and proper diagnosis or treatment of the Covered Person's condition, illness, disease or injury;
2. provided for, and consistent with, the proper diagnosis, or the direct care and treatment of the Covered Person's condition, illness, disease or injury;
3. in accordance with all applicable professional and legal standards for the rendition of health care pertaining to the Provider in the State of Connecticut or to the particular services rendered to the Covered Person;
4. the most appropriate supply or level of service that can safely be provided to the Covered Person and which cannot be omitted under the professional standards referenced in 3., above;
5. not Experimental or Investigational;
6. not primarily for the convenience of the Covered Person, the Covered Person's family or the Provider; and
7. not a part of or associated with the scholastic education or vocational training of the patient.

Medicare: The term Medicare means the program of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

Member: The term Member means either the Covered Person or an Eligible Dependent.

Non-Participating Dentist: The term Non-Participating Dentist means any appropriately licensed Dentist who is not a Participating Dentist under the terms of this Benefit Program.

Open Enrollment Period: The term Open Enrollment Period means the period of time during which an employer group allows employees to select group dental coverage.

Participating Dentist: The term Participating Dentist means any appropriately licensed Dentist designated and accepted as a Participating Dentist by Anthem BCBS to provide Covered Services to Covered Persons under the terms of this Benefit Program.

Plan: The term Plan means any plan which provides benefits or services for hospital, medical/surgical, or other health care diagnosis treatment on a group basis. Examples of group plans include but are not limited to: group or fraternal blanket insurance; group practice; individual practice; other Blue Cross

and/or Blue Shield Plans; labor-management trustee plan; union welfare plan; employer organization plan; or employee benefit organization plan.

Prior Authorization (Prior Authorized): The term Prior Authorization (Prior Authorized) means that prior approval has been obtained from Anthem BCBS, which enables a Member to receive benefits for certain Covered Services.

Proof: The term Proof means any information that may be required by Anthem BCBS in order to satisfactorily determine a Covered Person's Eligibility or compliance with any provision of this Benefit Program.

Prosthetic Device: The term Prosthetic Device means any device or appliance replacing one or more missing teeth and/or required associated structures.

Provider: The term Provider means any appropriately licensed or certified health care professional providing health care services or supplies which are Covered Services under the terms of this Benefit Program.

Rider: The term Rider means an additional benefit of this Benefit Program, which has been purchased by the Employer Group.

Summary Booklet: The term Summary Booklet means this document provided to each Covered Person which describes the benefits, terms and conditions applicable to the Benefit Program.

Totally Disabled: The term Totally Disabled means that because of an injury or disease the Covered Employee is unable to perform the duties of any occupation for which the Covered Employee is suited by reason of education, training or experience.

A Dependent will be considered Totally Disabled if because of an injury or disease he or she is unable to engage in substantially all of the normal activities of persons of like age and sex in good health.

Anthem BCBS will determine if a Covered Person is Totally Disabled under the terms of this Benefit Program. The Covered Employee will provide proof of continued disability if Anthem BCBS requests it.

Treatment Plan: The term Treatment Plan means a written report showing the diagnosis and recommended treatment of any dental disease, defect or injury prepared for a Covered Person by a Dentist as a result of any examination made by such Dentist while the Covered Person is covered under this Benefit Program. A Treatment Plan for pre-determination of benefits may be submitted if the anticipated Covered Services in a course of treatment exceed \$200.

## ELIGIBILITY

### A. ELIGIBLE PERSON. An Eligible Person is:

1. a current employee who is employed full time, defined as working at least 30 hours a week on a regularly scheduled basis (unless otherwise mutually agreed upon by Anthem BCBS and the Employer) and who is Actively At Work on the date Eligibility for benefits for Covered Services is to be effective, or



2. a current employee who is not Actively At Work due to a work related injury and the employee is receiving Worker's Compensation benefits under the former employer's Worker's Compensation plan, or
3. a former employee who elects to continue enrollment as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or under the Connecticut Continuation Rights, C.G.S. 38a-554, or
4. a retiree of the Employer who meets the Employer's criteria for Eligibility for group coverage, who is entitled to group health coverage under a trust agreement or comparable agreement and who is eligible for benefits for Covered Services under this Benefit Program by mutual agreement of Anthem BCBS and the Employer.

B. **ELIGIBLE DEPENDENT**. An Eligible Dependent is:

1. the lawful spouse of the Eligible Person under a legally valid, existing marriage, or
2. the unmarried, under age 19, Dependent child of the Eligible Person or lawful spouse, including a stepchild, a child legally placed for adoption and a legally adopted child, or
3. the unmarried, under age 19, Dependent child for whom the Eligible Person or lawful spouse has been appointed by the court as legal guardian or for whom the Eligible Person or lawful spouse has been designated as the responsible party under a Qualified Medical Child Support Order (QMCSO), or
4. a newborn infant of a Eligible Person or enrolled Dependent shall be eligible for benefits for Covered Services from birth through age 31 days under the Benefit Program of their parent, subject to any applicable managed care or managed benefits provisions of this Description of Benefits. An infant age 32 days or over who meets the criteria in B.2 or B.3 is eligible for benefits for Covered Services as a Dependent child, or
5. the unmarried, Dependent child or a Eligible Person or lawful spouse who: meets the criteria in B.2 or B.3 above; is under 19 years of age; and is a full-time student at a recognized college, university or trade school for whom Anthem BCBS may require yearly proof of student status. The term recognized college, university or trade school means that the college, university or trade school is accredited by its corresponding trade or professional organization or approved by the Connecticut State Department of Education or Public Health or equivalent licensing departments in other states, or the unmarried, disabled Dependent child of the Eligible Person or lawful spouse. Disabled means that the child is incapable of sustaining employment by reason of physical or mental handicap. The disabled child may continue as a Dependent beyond the age limit set forth in this Benefit Program provided:
  - (a) proof of disability is submitted and accepted by Anthem BCBS within 31 days of the date the child's Eligibility for benefits for Covered Services would have terminated in the absence of such disability for whom Anthem BCBS may require proof of disability no more than annually thereafter; and

- (b) the child became disabled prior to the age limit for a Dependent child set forth in the Benefit Program under which the child was eligible for benefits for Covered Services; and
- (c) the child had comparable coverage as a Dependent at the time of application for Eligibility for benefits for Covered Services under this Benefit Program.

The Dependent child age limits shall be extended beyond the aforementioned ages if Anthem BCBS and Employer have mutually agreed upon such an extension.

**Qualified Medical Child Support Orders (QMCSO)** – A Dependent child may become eligible for benefits for Covered Services as a consequence of a domestic relations order issued by a state court to a divorced parent who is a Covered Person. Enrollment may be required even in circumstances in which the child was not previously enrolled under this Benefit Program and might not otherwise be eligible for coverage. For further information concerning medical child support orders and the employer's group's procedures for implementing such orders, the Covered Person should contact the employer's group benefits coordinator or the administrator of the employer group's health care benefits Plan.

#### **C. INITIAL DATE OF ELIGIBILITY AND EFFECTIVE DATE**

1. If an annual Open Enrollment Period is mutually agreed to by Anthem BCBS and the Employer, applications from Eligible Persons and their Dependents shall be effective as of the Benefit Program renewal date provided such applications are submitted and accepted by Anthem BCBS in advance of the renewal date. Applications received or accepted after the renewal date shall not be considered until the next annual Open Enrollment Period.
2. Applications from newly Eligible Persons and newly Eligible Dependents may be submitted in advance of the initial date of Eligibility; however, benefits for Covered Services shall not be effective prior to the initial date of Eligibility. Applications received or accepted by Anthem BCBS more than 31 days from the initial date of Eligibility shall not be considered until the next annual Open Enrollment Period.

The initial date of Eligibility of newly Eligible Persons and newly Eligible Dependents are as follows:

- (a) New hires and their Dependents are initially eligible on the first of the month following the employee's completion of 30 days of being Actively At Work (unless a different waiting period has been mutually agreed upon by Anthem BCBS and the Employer).
- (b) New spouses and new stepchildren are initially eligible the first of the month following the date of the marriage of the new spouse to the Eligible Person provided Anthem BCBS receives an application for coverage. Anthem BCBS must receive an application for coverage within 30 days of the marriage.
- (c) Newborn children of the Eligible Person or lawful spouse are initially eligible as of the moment of birth. For coverage to continue beyond the first 31 days of life, Anthem BCBS must receive an application for coverage within 31 days of the child's birth.

- (d) Newly adopted children and children placed for adoption are initially eligible as of the date they enter the household of the Eligible Person or lawful spouse. For coverage to continue beyond the first 31 days following placement, Anthem BCBS must receive an application for coverage within 31 days of placement.
- (e) Dependent children for whom the Eligible Person or lawful spouse has been appointed by a court of law as legal guardian or the responsible party under a Qualified Medical Child Support Order are initially eligible as of the date the court order is in effect. For coverage to continue beyond the first 30 days following the appointment, Anthem BCBS must receive an application for coverage within 30 days of the date the court order is in effect.
- 6. A Covered Person shall complete and submit to Anthem BCBS such applications or other forms or statements as Anthem BCBS may reasonably request. A Covered Person guarantees that all information contained therein shall be true, correct and complete to the best of the Covered Person's knowledge and belief and the Covered Person accepts that all rights to benefits under this Benefit Program are conditional upon said guarantees. No statement by the Covered Person in his or her application shall void Eligibility or be used in any legal proceeding unless such application or an exact copy thereof is included in or attached to any evidence of coverage.

**D. ELIGIBILITY REQUIREMENTS**

- 1. The Employer agrees that retroactive credits, additions, deletions or refunds must be approved by Anthem BCBS.
- 2. The Employer agrees upon request to furnish to Anthem BCBS such information as may be required for underwriting review and to permit an audit of employment records by Anthem BCBS representatives to ensure compliance with underwriting requirements.
- 3. C.G.S. Section 38a-541 requires that when both the Eligible Person and spouse are employed by the same employer and by reason of employment both participate in the group insurance plan, the benefits described in this Summary Booklet will be available to each spouse both as a dependent and as an employee. In no event shall benefits provided under this Benefit Program exceed 100% of charges for covered expenses or services.
- 4. If the Covered Person is not Actively At Work on the date upon which coverage would otherwise become effective for the Covered Person, the Effective Date of coverage for the Covered Person and Dependents will be deferred until the date that the employee is Actively At Work. Benefits under this Plan for the employee and any Dependents are effective for all Covered Services except those for which a prior fully-insured health plan is responsible to provide.
- 5. Anthem BCBS has the right to terminate this Benefit Program pursuant to the General Provisions Section of this Summary Booklet if the Employer at any time does not meet the Eligibility Requirements.



## SCHEDULE OF ELIGIBILITY

ELIGIBLE DEPENDENTS:      UNMARRIED CHILDREN 19 YEARS AS LIMITING AGE

## SCHEDULE OF DENTAL BENEFITS

### BENEFITS

Full Service – Full Service Basic Benefits – 100% of the Maximum Allowable Amount

### COVERED SERVICES

Oral examination, including Treatment Plan

Bitewing x-rays – 1 series of 2 per Covered Person per Calendar Year

Periapical x-rays

Topical fluoride application for  
Covered Persons under age 19 – 2 per Covered Person per Calendar Year

Prophylaxis, including scaling and polishing – 2 per Covered Person per Calendar Year

Relining of dentures – 1 per Covered Person in any 2 consecutive years

Repairs of broken, removable dentures – 1 repair per Covered Person per Calendar Year

Palliative emergency treatment

Routine fillings consisting of silver amalgam  
and tooth color materials; including stainless  
steel crowns (primary teeth)\* - 1 per tooth surface in any consecutive 12 month period

Simple extractions\*\*

Endodontics, including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

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

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the Covered Person is not covered by Rider A – Additional Basic Benefits.

#### **PARTICIPATING DENTIST BENEFITS**

Anthem BCBS will pay on behalf of Employer the lesser of the Participating Dentist's usual charge or the Maximum Allowable Amount as determined by Anthem BCBS. The Participating Dentist will accept Anthem BCBS's payment in full and make no additional charge of the Covered Person except as otherwise specified in this Section.

#### **NON-PARTICIPATION DENTIST BENEFITS**

Anthem BCBS will pay on behalf of Employer the Maximum Allowable Amount as determined by Anthem BCBS. The Covered Person is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

### **DENTAL BENEFITS**

Subject to the Exclusions, Conditions and Limitations and Schedules of Eligibility and Benefits of this Summary Booklet, a Covered Person is entitled to benefits for Covered Services as described in this Dental Benefits Section for Medically Necessary Care when prescribed or ordered by a Dentist. These Dental Benefits apply separately to each Covered Person.

**The following provisions apply to the Dental Benefits under this Plan only when reflected on your Schedule of Benefits. Please refer to your Schedule of Benefits to confirm that the following dental services are Covered Services.**

#### **A. DENTAL PROVISIONS**

The dental services listed in the Schedule of Benefits are subject to the following qualifications:

1. Initial Oral Examination, Diagnosis and Full Mouth Series of X-rays or Panoramic X-ray with or without Bitewings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any three consecutive Calendar Years.
2. Topical Fluoride Application for Covered Persons under age 19, Routine Oral Examination and Prophylaxis – Anthem BCBS will provide benefits on behalf of Employer for two visits per Covered Person per Calendar Year.
3. Bitewing X-rays – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per Calendar Year for a series of two bitewing x-rays.
4. Periapical X-rays - Anthem BCBS will provide benefits on behalf of Employer.
5. Prophylaxis (cleaning) or Periodontal Maintenance Procedure, including oral hygiene instruction: twice per Covered Person per Calendar Year. Benefits for Covered Services will not be provided for a combination of more than two maintenance procedures in the same Calendar Year.
6. Relining of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any two consecutive Calendar Years for a denture reline. Anthem BCBS will

not provide benefits on behalf of Employer for a denture reline within the first twelve months following placement.

7. Repair of Dentures – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person in any one Calendar Year for a simple denture repair. Anthem BCBS will not provide benefits on behalf of Employer for extensive reconstruction or for the addition of teeth to an existing denture, unless the Covered Person is enrolled in Rider B – Prosthodontics. Anthem BCBS will not provide benefits on behalf of Employer for a denture repair within the first twelve months following replacement.
8. Palliative Emergency Treatment – Anthem BCBS will provide benefits on behalf of Employer for the following services, when rendered on a non-scheduled, emergency basis (not payable when other services are performed on the same date):
  - Placement of sedative dressings;
  - Treatment of acute oral infections;
  - Prescribing of drugs for pain and/or infection;
  - Opening of pulp chamber to relieve pain (not part of endodontic procedure).
9. Fillings – Anthem BCBS will provide benefits on behalf of Employer once per Covered Person per tooth surface in any consecutive twelve-month period.
10. Stainless Steel Crowns – Anthem BCBS will provide benefits on behalf of Employer for stainless steel crowns placed on primary teeth.
11. Endodontics, including Pulpotomy and Direct Pulp Capping and Root Canal Treatment – Anthem BCBS will provide benefits on behalf of Employer for pulpotomy and direct pulp capping but not when a root canal or extraction is performed on the same tooth within three months. Anthem BCBS will provide benefits on behalf of Employer for root canal treatment once per tooth root in a Covered Person's lifetime.

**B. OTHER PROVISIONS**

1. If, during the course of treatment, a case is transferred from one Dentist to another Dentist or if more than one Dentist renders services for one procedure, Anthem BCBS will pay on behalf of Employer only the amount it would have paid if one Dentist had rendered the service.
2. Anthem BCBS reserves the right to review any of the service(s) on a submitted claim to determine which service(s) is/are Covered Services, which service(s) is/are eligible for reimbursement and the applicable amount of reimbursement for such Covered Service(s).



### **DENTAL – ADDITIONAL BASIC BENEFITS (RIDER A)**

It is agreed this Benefit Program is amended as follows:

- A. In addition to the services listed in the Schedule of Dental Benefits, Anthem BCBS will provide benefits on behalf of Employer for the following:

Inlays (not part of bridge)	1 per tooth every 5 Calendar Years
Onlays (not part of bridge)	1 per tooth every 5 Calendar Years
Crowns (not part of a bridge)	1 per tooth every 5 Calendar Years
Space Maintainers	
Oral surgery consisting of:	
• Fracture and dislocation treatment;	
• Diagnosis and treatment of cyst and abscesses;	
• Surgical extractions and impaction; and	
• Apicoectomy.	

- B. The dental services listed above are subject to the following qualifications:

Individual crowns, inlays and onlays – Anthem BCBS will provide benefits on behalf of Employer for these procedures only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by Anthem BCBS.

Anthem BCBS will not provide benefits on behalf of Employer for a replacement which is provided less than five years following a placement or replacement which was covered under this Benefit Program. Anthem BCBS will not provide benefits for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

- C. If the Covered Person is not covered under this Benefit Program by the Dental Prosthetics – Rider B, benefits on behalf of Employer will be provided for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth. (Anthem BCBS will make that determination on behalf of Employer.):

One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.

No benefits will be provided for the tooth replacements.

Space maintainers – Benefits will be provided for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Benefits will be provided for up to two devices per Covered Person per lifetime.

#### **PARTICIPATING DENTIST BENEFITS**

Anthem BCBS will pay on behalf of Employer the lesser of 50% of the Dentist's usual charge or 50% of the Maximum Allowable Amount as determined by Anthem BCBS on behalf of Employer. The Participating Dentist will accept the allowance upon which the payment is based as payment in full and will make no additional charge to the Covered Person except for the remaining Coinsurance balance.

#### **NON-PARTICIPATING DENTIST BENEFITS**

Anthem BCBS will pay on behalf of Employer 50% of the Maximum Allowable Amount as determined by Anthem BCBS. The Covered Person is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Except as amended, this Benefit Program remains unchanged.

#### **EXCLUSIONS, CONDITIONS AND LIMITATIONS**

**In addition to the exclusions described in this Section, other exclusions and/or limitations found throughout this Summary Booklet are also applicable.**

- A. Anthem BCBS will provide benefits on behalf of the Employer only for services: (1) specifically described in this Summary Booklet; (2) rendered or ordered by a Dentist; (3) within the scope of the Dentist's licensure; and (4) which constitutes Medically Necessary Care for the proper diagnosis and treatment of the Member.
- B. **Except as specifically provided in this Summary Booklet or in any Rider attached to this Summary Booklet, no benefits will be provided under the Benefit Program for the following:**
  - 1. Duplicate Coverage and Other Third Party Liability
    - a. Workers' Compensation or Coverage Provided by Law: No benefits will be provided for services paid, payable or required to be provided under any Workers' Compensation Laws or which, by law, were rendered without expense to the Member. Anthem BCBS will not enter into any agreement or obligation under which coverage under this Benefit Program is made or is construed to be primary to or in place of any other benefits covered or obtained under a Workers' Compensation Law.
    - b. No-Fault: To the extent permissible by law, no benefits will be provided for services paid, payable or required to be provided as Basic Reparations Benefits under C.G.S. Section 38a-365(a) or similar benefits under any other No-Fault Automobile Insurance Law.
    - c. An uninsured motorist will be considered to be self-insured. Anthem BCBS will not be required to extend benefits which are required to be provided under any No-Fault Automobile Insurance Law to the extent permissible by law.
    - d. Duplicate Coverage: If the Member is enrolled in another Plan, benefits will be subject to the Coordination of Benefits provisions of this Summary Booklet.
    - e. Right of Recovery: To the extent permissible by law, Anthem BCBS shall have a right of reimbursement for benefits provided under the terms of this Benefit Program where the Member exercises rights of recovery against third parties. The Member shall execute and deliver such instruments and take such other actions as Anthem BCBS shall require to

implement this provision. The Member shall do nothing to prejudice the rights given to Anthem BCBS by this provision without its consent.

- f. Medicare: If a Member is eligible for Medicare, and still covered under this Benefit Program, Anthem BCBS will provide the benefits of this Benefit Program, except as required by law. However, these benefits will be reduced to an amount which, when added to the benefits received pursuant to Medicare, may equal, but not exceed the actual charges for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare.

C. Services Specifically Excluded: Anthem BCBS will provide on behalf of the Employer only the benefits which are described in this Summary Booklet. Benefits which are not provided include, but are not limited to:

1. House calls;
2. Any services for or related to the diagnosis, care or treatment of temporomandibular joint Dysfunction (TMJ or TMD);
3. Orthognathic surgery;
4. Use of any Experimental or Investigational diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies. Any service associated with or as follow-up to any of the above is not a Covered Service;
5. Replacement of Prosthetic Devices due to loss or theft;
6. Application of sealants, regardless of reason unless otherwise specified. If the policy specifies coverage, sealants will only be covered on non-carious, permanent first and second molars;
7. General anesthesia (deep sedation) and intravenous sedation;
8. Any hospital or inpatient facility fee resulting from services performed in a hospital or inpatient facility;
9. Cosmetic surgery or services performed solely to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma;
10. Any services for or related to a self-inflicted injury;
11. Any services for or related to an injury or condition for which benefits exist under Worker's Compensation or occupational disease;
12. Any services for or related to a dental treatment which is provided by a federal or state agency;
13. Benefits for services resulting from war or any act of war, whether declared or undeclared, or while in the armed forces of any country;
14. Benefits for services which are covered under Medicare or the Social Security Act;
15. Any service or supply performed without functional or pathological need;
16. Myofunctional therapy;
17. Removal of third molar (wisdom teeth) where there is no evidence of disease;
18. Any supplies intended for home use (e.g. toothbrush, dental floss, mouthwash, irrigators);
19. Any services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group;



20. Any services for which the Member incurs no liability, or which are services of a type ordinarily performed by a physician (M.D.), or charges which would not have been made if insurance was unavailable;
21. Any services related to congenital malformations, deformities and deficiencies;
22. Any services, treatment or supplies furnished by or at the direction of any government, state or political subdivision.
23. Lost or stolen dentures or denture duplication;
24. Gold foil restorations;
25. Temporary appliances and services such as tooth preparations, temporary fillings, bridges and dentures and temporary crown, except as provided in the Dental Benefits;
26. Any services, as determined by Anthem BCBS on behalf of Employer, that are rendered in a manner contrary to accepted dental practice;
27. Any services which are performed due to occlusal wear, erosion, abrasion, and/or surface defects of the teeth or to alter or correct vertical dimensions;
28. Implants and/or crowns and fixed bridgework placed on implants;
29. Pins, fillings, build-ups and/or post and cores which are placed under crown or bridge abutments;
30. Any services rendered by a Dentist to himself or herself or services rendered to his or her immediate family including parents, spouse and children;
31. Extensive reconstruction to denture bases involving any attachments and/or complete rebasing;
32. Replacement of fixed or removable Prosthetic Devices which are less than five years old (if Plan specifies coverage for prosthodontics);
33. Prescription drugs;
34. Services or procedures which are not completed prior to the submission of the claim;
35. Periodontal splinting or crowns splinted together for any reason;
36. Space maintainers for any reason other than premature loss of primary teeth;
37. Charges made by other than a Dentist or for dental treatment by other than a Dentist, except in the event of cleaning or scaling of teeth which are performed by a licensed dental hygienist and such treatment is furnished under the supervision and direction of a Dentist;
38. Charges incurred while the Member was not covered under the Benefit Program;
39. Any dental services payable under any other coverage provided under this Benefit Program, or under any other Plan provided by Anthem BCBS or employer of the Member or Dependent in respect to whom such expenses would have otherwise been covered dental benefits under this Benefit Program;
40. Charges incurred for the failure to keep a scheduled appointment with the Dentist;
41. Instruction for oral care such as hygiene or diet;
42. Charges by a Dentist for completing dental forms;
43. Tooth implantation or re-implantation;
44. Tissue biopsy;
45. Surgical repositioning;
46. Vestibuloplasty;
47. Excision of bone tissue;
48. Surgical incisions;
49. Diagnostic casts and photographs;

- 50. Removable and fixed appliances to control harmful habits (i.e. thumb sucking, tongue thrusting);
- 51. Occlusal adjustments; or
- 52. Any items or procedures not specifically listed in this Benefit Program.

Any exclusion above will not apply to the extent that:

- 1. Coverage is specifically provided by name in this Plan; or
- 2. Coverage of the charges is required under any law that applies to the coverage.

In addition to the list of dental benefit exclusions above, the following exclusions also apply:

Except as otherwise provided for in this Benefit Program, Anthem BCBS will not provide benefits on behalf of the Employer for services or procedures performed or ordered by a Provider: (1) without regard for specific clinical indications; (2) routinely for groups or individuals; or (3) which are performed solely for research purposes.

Anthem BCBS will not provide benefits for services rendered by a Provider to himself or herself or for services rendered to his or her immediate family including parents, spouse and children.

Anthem BCBS will not provide benefits for any and all expenses related to cosmetic surgery or procedures performed primarily to improve appearance and not designed to restore body function or to correct deformity resulting from the treatment of malignancy or physical trauma; unless otherwise determined by Anthem BCBS to be Medically Necessary.

Anthem BCBS will not provide benefits for services and supplies which are Experimental or Investigational. Such services or supplies shall include but not be limited to any diagnosis, treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies which are determined in the sole discretion of consultant(s) designated by Anthem BCBS to be Experimental or Investigational.

Anthem BCBS will not provide benefits for services and supplies (meaning any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies) requiring federal or other governmental agency approval not granted at the time services were rendered.

Anthem BCBS will not provide benefits for services or procedures which have become obsolete or are no longer medically justified as determined by appropriate medical specialties.

No benefits will be provided for Covered Services rendered before the Member's Effective Date under this Benefit Program.

If subject to an approved Treatment Plan in the Schedule of Benefits, only services rendered in accordance with the Treatment Plan are Covered Services.

No benefits will be available for maintenance care which is (1) treatment provided for the Member's continued well-being by preventing deterioration of the Member's chronic clinical condition; and (2) maintenance of an achieved stationary status which is a point where little or no measurable objective improvement in musculo-skeletal function is effectuated despite therapy.

Reimbursement of benefits for procedures billed under unspecified Physician's Current Procedural Terminology (CPT) or Dentist's American Dental Association (ADA) codes will be denied.

Anthem BCBS is not obligated for reimbursement of expenses for Covered Services which the Member is not legally required to pay.

## EFFECT OF MEDICARE

Covered Services will be changed for any person while eligible for Medicare.

1. Except for, if applicable, any Optional Schedule for Dental Benefits Anthem BCBS will not provide benefits for services rendered to a Member after the last day of the month preceding the month in which he or she reaches age 65, if at the time such services were rendered the Member was eligible to be a beneficiary of Medicare, unless otherwise required by law.
2. Benefits payable under this Benefit Program for services rendered to a Member who, at the time such services were rendered, was a beneficiary of Medicare, will be reduced to an amount which, when added to the benefits received pursuant to Medicare, may equal, but not exceed, the actual charge for services covered in whole or in part by either this Benefit Program or Parts A and B of Medicare unless otherwise required by law.

## COORDINATION OF BENEFITS

All benefits provided under this Benefit Program are subject to Coordination of Benefits as described in this Section.

### Definitions

In addition to the defined terms listed in the Definitions Section of this Summary Booklet, the following terms and amendments also apply:

Claim Determination Period: The term Claim Determination Period means a Calendar Year. This period will not begin before or extend after the period in which a Member was covered by this Benefit Program.

Covered Service: For the purposes of this Section, the meaning of Covered Service is amended to include services covered in whole or in part under any Plan in which a Member is enrolled. The reasonable cash value of each Covered Service will be deemed the benefit. Benefits payable under other Plans include benefits that would have been payable if a claim had been made.

Plan: For the purposes of this Section, the meaning of Plan is amended to include a description of how it is applied. The term Plan is applied separately, with respect to each arrangement for benefits or services and to that portion of any arrangement which reserves the right to take the benefits or services of other Plans into consideration, in the determination of benefits, whole or in part.

### CONDITIONS AND RULES FOR COORDINATION OF BENEFITS

A. For Covered Services received during any Claim Determination Period, payable under this Benefit Program and any other Plan, the following conditions apply:

1. Anthem BCBS will reduce its benefit payment under the Benefit Program by the amount in which payable benefits exceed the charges for Covered Services.
2. If another Plan contains a provision of coordination of its benefits with this Benefit Program such that the benefits of this Benefit Program are to be determined first, Anthem BCBS will pay



benefits on behalf of the Employer according to this Benefit Program rules without regard to the other Plan's benefits.

3. Benefits are payable first, according to the following rules, when the benefits of a Plan cover a Member as:

- a. other than a Dependent.
- b. as a Dependent of a person whose date of birth, month and day, excluding year of birth, occurs earlier in the Calendar Year. If both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.

The use of the earlier birthday will apply except when the Member is a child Dependent of divorced or separated parents in which a court decree or custody overrides this rule.

- c. as the child Dependent of a Member to which a court decree places the financial responsibility for medical, dental and other health care.
- d. as the child Dependent of a Member with custody of the child, in the event of no court decree and no remarriage of the Member.
- e. as the child Dependent of a Member with custody who has remarried, the following benefit priority applies: the Member (parent with custody), the stepparent (spouse of Member with custody); then the parent without custody.

4. When the determination for payment of benefits cannot be clearly made based on rules 3.a. through e. above, the following rule of duration applies:

Benefits are payable first under this Benefit Program if the benefits of this Summary Booklet covered the Member whose expense the claim is based on for the longer period of time, except when this Benefit Program covers Members who are laid-off or retired.

5. If another Plan has no provision relating to the order of benefit determination, the benefits under that Plan will be determined before the benefits under this Benefit Program. If another Plan does contain rules relating to the order of benefit determination, but such rules do not establish the same order of benefit determination rules as this Benefit Program, then the benefits under that Plan will be determined before the benefits under this Benefit Program, unless under the benefit determination rules of both this Benefit Program and that Plan, the Benefit Program's benefits are determined first. If another Plan provides that its benefits are "excess" or "always secondary" and if this Benefit Program is determined to be secondary under this Benefit Program's coordination of benefit provisions, the amount of benefits payable under this Benefit Program shall be determined on the basis of this Benefit Program being secondary.

***RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION***

Information is obtained or released in the determination and implementation of the Coordination of Benefits Section of this Benefit Program, or that of another Plan. Anthem BCBS may, without notice to the Member and without the Member's consent, release or obtain information which Anthem BCBS feels is necessary from another Plan, organization, or person. Any Member claiming benefits under this Benefit Program must furnish information to Anthem BCBS that Anthem BCBS determines it necessary for the Coordination of Benefits.

***FACILITY OF PAYMENT***

Whenever payments should have been made under this Benefit Program in accordance with this provision, but the payments have been made under another Plan, Anthem BCBS has the right to pay on behalf of the Employer to those organizations making the other payments any amounts Anthem BCBS determines to be warranted to satisfy the intent of this provision. Amounts paid will be deemed to be benefits paid under this Benefit Program and to the extent of the payment for Covered Services, Anthem BCBS will have fully discharged its obligations on behalf of the Employer under this Benefit Program.

***RIGHT OF RECOVERY***

1. Whenever Anthem BCBS has made payments on behalf of the Employer for Covered Services in excess of the Maximum Allowable Amount of payment necessary at that time to satisfy the intent of this provision, irrespective of to whom paid, Anthem BCBS has the right to recover the excess payment from one or more of the following: any persons to or for whom such payments were made, any insurance companies or any other organizations.
2. The Covered Employee personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever else is necessary to secure Anthem BCBS's rights to recover excess payments. The Covered Employee's failure to comply may result in a withdrawal of benefits already provided or a denial of benefits requested.

**GENERAL PROVISIONS**

***BENEFITS TO WHICH MEMBERS ARE ENTITLED***

1. Anthem BCBS's sole obligation is to administer, on behalf of the Employer, the benefits specified in this Benefit Program.
2. No person other than a Member is entitled to receive benefits under the Benefit Program. All benefits (including payments) due or to become due are personal to the Member and are not assignable or transferable by the Member to any other person.
3. Benefits for Covered Services specified herein will be provided only for services and supplies that are rendered by a Provider and regularly included in such Provider's charges.

**RECORDS OF MEMBERS ELIGIBILITY AND CHANGES IN MEMBER ELIGIBILITY**

1. Clerical errors or reasonable delays in recording or reporting dates will not invalidate coverage which would otherwise be in force or continue coverage which would otherwise terminate.

**TERMINATION OF MEMBER'S COVERAGE UNDER THE BENEFIT PROGRAM**

1. A Dependent child will cease to be covered under this Benefit Program on the first of the month following the month in which he or she:
  - a. marries; or
  - b. is no longer dependent on the Covered Employee for support; or
  - c. reaches the limiting age allowed under the Benefit Program unless the child is physically or mentally handicapped; or
  - d. reaches the limiting age allowed for a full-time student at a recognized college, university or trade school; or

whichever event occurs first.

It is the sole responsibility of the Covered Employee to notify Anthem BCBS of any change in a Dependent's status.

2. A Dependent spouse will cease to be covered under this Benefit Program upon the first day of the month following a divorce or annulment.
3. Termination of the Agreement between Employer and Anthem BCBS automatically terminates all of the Covered Person's coverage in accordance with the terms of said Agreement.

**CONTINUATION OPTIONS**

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) P.L. 99-272

1. Members in groups subject to the Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272 (COBRA) may continue membership in this Benefit Program to the extent permitted by law. The Employer is responsible for notifying the Member regarding whether the Employer or Anthem BCBS will be administering the program. Coverage shall also be available to a child born to or placed for adoption with the Member while the Covered Person is continuing coverage pursuant to COBRA.
  - a. Continuation of coverage for up to 36 months shall be available for an enrolled Dependent following:
    - (i) The death of the Covered Person;
    - (ii) The legal separation or divorce from the Covered Person;



- (iii) The Covered Person's entitlement for Medicare;
  - (iv) The attainment of the limiting age for an enrolled Dependent child or student.
  - b. Continuation of coverage for up to 18 months shall be available to a Covered Person and his or her enrolled Dependents following:
    - (i) The Covered Person's reduction in work hours;
    - (ii) The Covered Person's voluntary resignation;
    - (iii) Lay-off or termination of the Covered Person for any reason (other than gross misconduct).
  - 2. An additional 11 months shall be available to a Covered Person and an enrolled Dependent who is; determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation of coverage under COBRA, or become disabled at any time during the first 60 days of COBRA continuation coverage. The Covered Person or enrolled Dependent must provide notice of the disability determination to Anthem BCBS not later than 60 days after the date of the Social Security Administration's determination and before the end of the initial 18 months of COBRA continuation coverage.
- If it is determined that the Member is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following 30 days after the final determination notice.
- The continuation of coverage must be equal to the benefits available to currently employed Covered Persons. A Member who is eligible for continuation of coverage must be provided with at least 60 days in which to elect such coverage. A Member's Eligibility for such continuation of coverage ends earlier than the above periods if:
- a. The Member becomes eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition of the Member; or
  - b. The premium for continuation of coverage is not paid on time; or
  - c. The Member becomes entitled to Medicare benefits; or
  - d. The Employer no longer provides group health coverage for any of its employees.

**NOTICE OF CLAIM**

- 1. Anthem BCBS will not be obligated to process on behalf of Employer any claim for benefits for Covered Services under the Benefit Program unless proper notice is furnished to Anthem BCBS that Covered Services have been rendered to a Covered Person. Written notice must be given within 60 days after completion of the Covered Services. The notice must include the data necessary for Anthem BCBS to determine benefits. An expense will be considered incurred on the date service or supply was received.

2. Failure to give notice to Anthem BCBS within the time specified will not reduce any benefit if it is shown that the notice was given as soon as reasonably possible, but in no event will Anthem BCBS be required to accept notice more than two years after Covered Services are received.

#### **RELEASE OF INFORMATION AND CONFIDENTIALITY**

Anthem BCBS recognizes the importance of protecting the confidentiality of the Member's medical records. Members may be requested to furnish to Anthem BCBS any information relating to an illness, injury, diagnosis or treatment for which benefits are claimed under this Benefit Program. Anthem BCBS will specify and may be required to specify the nature of the information. Such information shall include, but is not limited to any medical records and medical information including: psychiatric, psychological, nervous mental, substance abuse (e.g. alcohol and drug abuse) and confidential HIV and HIV related information. By obtaining membership under this Benefit Program, the Member agrees to furnish such information to Anthem BCBS and consents to the release of such information and any other information that he or she may have in his or her possession to other entities or persons as may be deemed necessary by Anthem BCBS. Anthem BCBS may have to furnish such information to other entities and persons. Such entities or persons may include, but are not limited to: agents, representative, contractors, subcontractors or affiliates. Before such information is furnished, a receiving person or entity must first agree to keep this information confidential. Generally, a written confidentiality statement will be obtained from such person or entity. The reasons for the disclosure of such information to other entities or persons may include the following: as it relates to an illness, injury, diagnosis or treatment; it is necessary in connection with administering the provisions of this Benefit Program; for use in bona fide medical research and education; for medical, financial or provider auditing, or such other auditing as may be legally required; or it is deemed necessary by Anthem BCBS. When requested, the Member shall furnish to Anthem BCBS any required authorization to enable Anthem BCBS to administer the provisions of this Benefit Program.

#### **LIMITATION OF ACTIONS**

No legal action may be taken to recover benefits within 60 days after Notice of Claim has been given as specified above. No legal proceeding may be brought under the Benefit Program after a two-year period from the date services are received.

#### **PAYMENT OF BENEFITS**

1. Anthem BCBS is authorized to make payments on behalf of Employer directly to Providers furnishing Covered Services for which benefits are provided under the Benefit Program. However, except as otherwise provided for in any participating agreement, Anthem BCBS reserves the right to make payments on behalf of Employer directly to either the Covered Person or the Covered Employees at Anthem BCBS's discretion. In the absence of a participating agreement, and one parent or custodian who has custody of a minor child Dependent, Anthem BCBS will make payments on behalf of Employer to that custodial parent or custodian in accordance with C.G.S. Section 46b-84(c).
2. Once Covered Services are rendered by a Provider, Anthem BCBS will reject the Member's request not to pay the claims submitted by the Provider. Anthem BCBS will have no liability to any person because of its rejection of the request.
3. The Member must advise the Provider that he or she is covered under the Benefit Program when arrangements for services are made or as soon as reasonably possible thereafter.

4. Anthem BCBS will not routinely issue a benefit payment on behalf of the Employer under the Benefit Program of less than \$1.00 except upon written request from the Member.
5. Whenever Anthem BCBS has made payments for Covered Services on behalf of the Employer either in error or in excess of the Maximum Allowable Amount of payment necessary to satisfy the provisions of the Benefit Program, irrespective of to whom paid, Anthem BCBS has the right on the behalf of the Employer to recover these payments from one or more of the following: any persons to or for whom such payments were made, any insurance companies or any other organizations. Anthem BCBS's right to recover may include subtracting from future benefit payments the amount Anthem BCBS has paid in error or in excess. The Covered Person personally and on behalf of his or her Dependents will, upon request, execute and deliver such documents as may be required and do whatever else is necessary to secure Anthem BCBS's right on behalf of the Employer to recover any erroneous or excess payments.

#### **MEMBER/PROVIDER RELATIONSHIP**

1. The choice of a Provider Network is solely the Employers'.
2. The choice of a Provider is solely the Member's.
3. Anthem BCBS does not furnish Covered Services, but only provides benefits on behalf of Employer for Covered Services received by Covered Persons. Anthem BCBS is not liable for any act or omission of any Provider. Anthem BCBS administers the Benefit Program for Employer and has no responsibility for a Provider's failure or refusal to render Covered Services to a Member.
4. The use or non-use of an adjective such as "Participating" or "Non-Participating" in modifying the term Provider is not a statement as to the ability of the Provider.
5. Anthem BCBS does not make medical judgments. Anthem BCBS only administers the benefits available under this Benefit Program on behalf of Employer.
6. Anthem BCBS's sole obligation is to administer the Benefits Program in accordance with the agreement between Anthem BCBS and Employer. No action at law based upon or arising out of the Provider-patient relationship will be maintained against Anthem BCBS.

#### **AGENCY RELATIONSHIPS**

The Employer is the agent of the Member, not Anthem BCBS.

#### **MEMBER RIGHTS**

A Member shall have no rights or privileges except as specifically provided in this Benefit Program.

#### **MEMBER APPEAL/GRIEVANCE PROCESS**

*Appeal/Grievance Process for Utilization Review Determinations*



The Appeal/Grievance process applies to any utilization review determination under this Benefit Program including, but not limited to, pre-certification, Prior Authorization or concurrent review. It is available to the Covered Person, the provider of record or provider, or to the duly authorized representative of the Covered Person.

#### **Level I, the Complaint**

The first step in the Appeal/Grievance process for utilization review determinations is to contact Member Services/Customer Service. When a Complaint is filed requesting a review of a utilization review determination, the Complaint determination will be communicated as appropriate within 30 days from the date the required information or documentation on the Complaint is received.

#### **Level II, the Appeal**

If the Complaint has not been satisfied by following the steps in Level I above, an Appeal review may be requested. The Appeal review request must be sent in writing within 60 days from the date of the notice of the determination made at Level I, the Complaint. The Appeal reviewed request should be mailed to:

**Anthem Blue Cross and Blue Shield  
Appeal Committee  
370 Bassett Road  
P. O. Box 1038  
North Haven, Connecticut 06473**

#### **Level III, the Grievance**

If the Appeal for a utilization review determination is not satisfactory, a Grievance review may be requested. The Grievance review request must be sent in writing to the Grievance Committee within 60 days from the date of notice of the determination made at Level II, the Appeal. At this time, an in-person presentation, telephonic conference, video conference or conference via other form of acceptable technology may be requested and should be noted in the Grievance request if desired. The written Grievance request should be mailed to:

**Anthem Blue Cross and Blue Shield  
Grievance Committee  
370 Bassett Road  
P. O. Box 1038  
North Haven, Connecticut 06473**

During this review process, information regarding rights to make an in-person Grievance presentation, telephonic conference or conference via other form of acceptable technology will be provided.

A written Appeal review request or written Grievance review request should include copies of any additional documentation supporting the Appeal or Grievance.

An Appeal or Grievance determination will be communicated as appropriate in writing within 30 days from the date the required information or documentation on the Appeal or Grievance is received. The determination shall state the decision; the reason for the decision with a citation to provisions of the Benefit Program on which the decision was based, if applicable; and general information about the next step in the Appeal or Grievance process.

In the event of an emergency or life-threatening situation, or when a Covered Person is denied benefits for an otherwise Covered Service on the grounds that it is Experimental and the Covered Person has been diagnosed with a condition that creates a life expectancy of less than two years, an expedited Complaint, Appeal or Grievance review may be requested. A determination will be issued within one (1) business day of receipt of the required documentation on the Complaint, Appeal or Grievance.

After the completion of the previous steps, a Covered Person, the provider of record or provider, or the duly authorized representative of a Covered Person of a self-insured governmental health plan which is not subject to ERISA, may seek information (including the application) regarding an external appeal process administered by the Connecticut Department of Insurance by contacting the State of Connecticut Insurance Department, P. O. Box 816, Hartford, CT 06412 or by calling (860) 297-3910.

This request for an external appeal must be received by the Insurance Department within 30 days from receiving the final, written Grievance determination.

#### ***Appeal/Grievance Process for Non-Utilization Review Determinations***

This Appeal/Grievance process applies to any non-utilization review determination under this Benefit Program including, but not limited to, Eligibility for benefits, coverage of claims, claim processing and care provided. It is available to the Covered Person, the provider of record or provider, or to the duly authorized representative of the Covered Person.

The Appeal/Grievance process for a non-utilization review determination has time frames for completion which differ from those regarding a utilization review determination. All 3 levels of the Appeal/Grievance process must be completed within 60 days from the date a member files the Level I Complaint, unless the member requests an extension. The filing of a Complaint, Appeal or Grievance for a non-utilization review determination may be communicated orally, electronically or in writing.

#### **Level I, the Complaint**

Since most questions concerning this Benefit Program can be resolved informally, the first step in the Appeal/Grievance process for non-utilization review determinations is to contact Member Services/Customer Service. Upon completion of the Complaint review, the determination will be communicated as appropriate.

#### **Level II, the Appeal**

If the Covered Person is not satisfied with the Complaint decision, at that time, an Appeal review may be requested. If written, the Appeal review request should be mailed to:

**Anthem Blue Cross and Blue Shield  
Appeal Committee  
370 Bassett Road, P. O. Box 1038  
North Haven, Connecticut 06437-4201**

#### **Level III, the Grievance**

If the Covered Person is not satisfied with the Level II Appeal decision, a Grievance review may be requested. At that time, an in-person presentation, telephonic conference, video conference or conference via other form of acceptable technology may be requested. If written, the Grievance review request should be mailed to:

**Anthem Blue Cross and Blue Shield  
Grievance Committee  
370 Bassett Road, P. O. Box 1038  
North Haven, Connecticut 06437-4201**

During this review process, information regarding rights to make an in-person Grievance presentation, telephonic conference or conference via other form of acceptable technology will be provided.

An Appeal review request or Grievance review request should include any additional documentation supporting the Appeal or Grievance. If the Covered Person cannot provide the additional information or documentation within the 60 day time frame to complete all three levels of the Appeal/Grievance process, the Covered Person may request an extension to do so.

An Appeal or Grievance determination will be issued in writing within the required 60-day time frame for completion of all 3 levels of the Appeal/Grievance process, unless the Covered Person requests an extension. The determination shall state the decision; the reason for the decision with a citation to provisions of the Benefit Program on which the decision was based, if applicable; and general information about the next step in the Appeal or Grievance process.



## APPENDIX D -- PERFORMANCE EVALUATION FORM

Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Assignment: \_\_\_\_\_ Date: \_\_\_\_\_

Where appropriate or necessary insert a description of the basis of the evaluation and examples of exceptionally poor or good performance.

Table 1

Description	
Exceeds expectations. Employee's performance meets defined job expectations and in many instances, exceeds job expectations.	E
Meets expectations. Employee's performance meets the defined job expectations and is at the level expected for employees doing this job.	ME
Partially satisfies expectations. Employee's performance meets some of the job expectations, but does not fully meet the remainder. Improvement is needed to fully meet expectations.*	P
Fails to meet expectations. The employee's performance generally fails to meet the expectations as defined.**	F

\*At the next review, interim or annual, the employee's rating must improve to at least the "meets expectations" level.

\*\*The employee is subject to corrective action or discipline, ranging from a written warning to termination of employment. The employee must move to at least the "meets expectations" level at the next review, interim or annual.

**APPEARANCE.** (Consider uniform condition, cleanliness, shoe shine, condition of leather, brass, haircut, equipment, conformance to Police Department policies. If civilian clothes, consider appropriateness of clothing for the task at hand. All consideration should be toward maintaining good public image of the City of Groton)

**SCHEDULING AND COORDINATING.** (Consider how duties are scheduled and coordinated. Is there significant down time or wasted time? Do subordinates know what and when to complete tasks? Are deadlines met or is there a need for superior officers to continue to ask for work to be completed? Does employee anticipate problems and take action to prevent them?)

**TEACHING AND TRAINING. (Supervisors Only).** Consider how the subject instructs his/her subordinates in what he/she expects their performance to be. Consider his/her knowledge of law, policy and procedure, effective police skills and tactics and how he/she imparts that to his/her subordinates. Does he/she assist subordinates in self -development efforts?)

**JOB KNOWLEDGE.** (Consider the employee's knowledge of his/her specific job. What he/she knows through education, training and experience. Their knowledge of criminal and motor vehicle law, criminal procedure, court rulings, department policies, acceptable police techniques and skills. Consider special skills such as diving, investigatory skills, any special knowledge relevant to his/her particular assignment.)

**ANALYTICAL SKILLS.** (Consider the employee's ability analyze and solve issues. Consider how he/she are able to identify problems, determine the cause and arrive at a logical conclusion).

**GENERAL POLICE SERVICES.** (Consider the quality of services provided to the public by the employee. Consider to what extent and success obtained when the employee assists motorists, provides medical assistance and resolves disputes).

**COMMUNICATION SKILLS.** (Consider the employee's ability to clearly speak and be understood by peers, superiors, subordinates and the public and their attitude toward same. A particular ability to deal with victims and suspects and to gain difficult information would indicate a higher skill level. Their telephone and radio skills. Also consider the employee's ability to clearly write reports, accounts of incidents, search warrant and arrest warrant affidavits. Ability to use words effectively and to spell correctly. Ability to prepare neat letters and reports.)

**LEADERSHIP SKILLS. (Supervisors only).** Consider ability to bring order to chaos, stress management for himself/herself and his/her subordinates. Consider knowledge of employee's strengths and weaknesses and the appropriate use of strengths. Consider supervisor's ability to correctly channel efforts of subordinates and to discipline when needed.)

**ATTENDANCE.** (Consider tardiness to roll calls, occasions of absenteeism)

**PRODUCTIVITY.** (Consider the employee's assignment and expected productivity for the shift. Compare quality vs quantity if applicable.)

**INCIDENT SCENE MANAGEMENT.** ( Consider the employee's investigative skills, scene protection, ability to evaluate/organize/coordinate resources, skills in identifying evidence and then collecting/processing same)

**OTHER FACTORS.** (List other factors not already mentioned that you, as the evaluator, feel should be mentioned regarding the employee. Factors such as judgment, suggestions for improvements, stressful events, etc.)

**SHORT TERM GOALS.** (State briefly what your goals for self-improvement are and what you expect to accomplish professionally during the next rating period. This must be agreed upon by both the supervisor and subordinate.)

**ENDORSEMENT.** (Next higher level of supervision must examine this form and the comments herein and state concurrence or non-concurrence. Non-concurrence must be followed with an explanation for disagreement.)



\_\_\_\_\_  
EMPLOYEES SIGNATURE\*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHIEF OF POLICE OR DESIGNEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HUMAN RESOURCES DIRECTOR

\_\_\_\_\_  
DATE

\* Signature indicates that the rated officer has read and discussed this evaluation, but does not necessarily signify agreement.

Evaluation report and job descriptions will be retained in the individual's personnel file located in the Human Resources Department.

**APPENDIX E -- ALTERNATE WORK OPTIONS****POLICE DEPARTMENT**

Transitional Work is designed to return employees who are injured in the line of duty to work as quickly as possible in compliance with the medical restrictions determined by the treating physician. Employees permitted to perform Transitional Work will not be placed in a position where they will have personal contact with prisoners and other members of the public.<sup>1</sup> Employees permitted to perform Transitional Work will not wear a police uniform or carry a firearm.

The following activities may be considered for transitional work for employees in this Department as approved by the Department Head:

Modified tasks within the employee's permanent position description in compliance with the medical restrictions determined by the treating physician.

Temporary Assignment to Support Services Division:

- Records - Perform filing and other appropriate clerical tasks
- Communications - Dispatch
- Provide direct assistance to the Support Services Division Commander
- Operate vehicles to and from the Town Garage and other repair facilities and the car wash
- Detail vehicles - working within the medical limitations set by the treating physician
- Conduct inventories
- Delivery of mail or other appropriate material.

Temporary assignment to the Detective Bureau:

- Filing
- Evidence Processing
- Warrant Processing
- Court Liaison
- Conduct investigations that require telephone follow-up only.

Temporary Assignment to the Administrative Unit:

- Public relations
- Proofread reports
- Clerical Duties
- Research and draft policy
- Copy and distribute Operations Directives.
- Attend and/or conduct required training programs.
- Conduct traffic surveys - observation only.
- Presents public safety lectures in schools.

<sup>1</sup> Employees assigned Transitional Work as dispatchers or records personnel will converse with members of the public from inside the Communications Center.

**APPENDIX F -- PENSION**

**RETIREMENT PLAN**

**FOR POLICE OF THE**

**CITY OF GROTON, CONNECTICUT**

**AS**

**AMENDED AND RESTATED**

**EFFECTIVE JULY 1, 2016 – JUNE 30, 2021**



## INTRODUCTION

**THIS AGREEMENT** is between the City of Groton, hereinafter referred to as the "City" or "Employer", and the United Electrical Local 222, Connecticut Independent Labor Union/Connecticut Independent Police Union, Local P8, hereinafter referred to as the "Union", and provides for the following terms in connection with the City's Pension Plan for Police Officers.

The Retirement Plan for Police Officers of the City of Groton, Connecticut, (previously referred to as the "Retirement Plan for Employees of the City of Groton, Connecticut" and/or the "Retirement Plan for Police Officers and Firemen of the City of Groton") became effective as of February 1, 1946. The same has been restated and/or amended in 1972, 1976, 1978, 1984, 1989, 1997, 2001, and 2007. The Retirement Plan for Police Officers of the City of Groton is funded under Group Annuity Contracts GR-163, GR-163A, GR-13554, and/or other similar or superseding Contracts with The Travelers Insurance Company of Hartford, Connecticut, and/or other insurance companies, financial institutions, brokerage firms, or other like entities, and/or pension funds of the City of Groton.

## ARTICLE I - NAME AND EFFECTIVE DATE

**SECTION 1.** This Plan shall be known as the "Retirement Plan for Police Officers of the City of Groton, Connecticut", hereinafter referred to as the "Retirement Plan", or "Pension Plan", or "Plan".

**SECTION 2.** The Retirement Plan shall be further amended and restated effective the date of the arbitration award to provide the following retirement benefits for all full-time Police Officers.

## ARTICLE II - DEFINITIONS

**SECTION 1.** "Administrator" means the Retirement Board as designated in accordance with Article X, hereof, to perform the administrative functions of this Plan.

**SECTION 2.** "Continuous Service" means the period of uninterrupted employment as a Police Officer with the City of Groton, Connecticut.

**SECTION 3.** "Credited Interest" means the interest on Participant Contributions made from the appropriate Group Annuity Contract at a rate of four percent (4%) per annum (or at such other rate as may be established from time to time by the Employer) compounded annually from January 1<sup>st</sup>, next succeeding the date when such Participant Contributions are made to the first day of the calendar month which coincides with, or next precedes, the date of the Participant's death prior to retirement, termination of employment or his actual retirement date, whichever is applicable. The Credited Interest applicable to the Participant Contributions made under the Prior Group Annuity Contracts shall be determined and payable in accordance with the provisions of the Prior Group Annuity Contracts.

**SECTION 4.** “Dependent Child or Children” means any unmarried child under the age of nineteen (19), or under the age of twenty-four (24) if a full-time undergraduate student at an accredited college or university; said term includes natural children, adopted children, stepchildren and foster children reported by the Participant as dependents for Federal Income Tax purposes at the time of such Participant’s death or retirement from active service. It shall not include any child born more than nine (9) months after the Participant’s retirement from active service. If there is more than one child entitled to receive death benefits in accordance with Article VII, such sum shall be divided equally among them. Payments due to such child or children shall be made to their legal guardian, or, if they have no legal guardian, to such other person to expend for them as the Retirement Board may direct.

**SECTION 5.** “Dependent Parent” means the recognized lawful mother or father of the deceased Participant who is at least fifty percent (50%) dependent upon the Participant for support at the date of death of the Participant.

**SECTION 6.** “Employee” means all full-time Police Officers working twenty (20) hours per week or more.

**SECTION 7.** “Employer” means the City of Groton, Connecticut.

**SECTION 8.** “Final Average Earnings” means a Participant’s annual base salary, or wage paid or accrued during a calendar year, (wages paid shall be defined as base pay, longevity and compensatory time buy-back to a maximum of four (4) days), and any departmental overtime, exclusive of any overtime reimbursed the City by outside sources other than normal reimbursement by the Town of Groton through its budget process, outside earnings, accumulated sick leave or other employment with the City of Groton, provided the Participant has made Participant Contributions hereunder, averaged over the highest three (3) calendar years of employment as a Police Officer or the last thirty-six (36) months, whichever is higher. In the event that a Participant retires during his last calendar year together with the number of his full months of employment in such year shall, in addition to the three (3) highest calendar years, be included in the determination of the average of such Participant’s Final Average Earnings. If this procedure produces a higher average than the average of the highest three (3) calendar years of service, such average will be used as the Participant’s Final Average Earnings.

**SECTION 9.** “Group Annuity Contract” means a contract issued by the Insurance Company providing for the payment of Retirement Benefits to Participants covered under this Plan.

**SECTION 10.** “Insurance Company” means a legal reserve life insurance company organized or incorporated under the laws of any one of the United States of America and duly licensed in the State of Connecticut.

**SECTION 11.** “Normal Retirement Date” means age fifty (50), provided the Participant has accrued at least twenty-five (25) years of continuous service; or age sixty (60) with ten (10) years (for new employees hired on or after April 1, 1976) of continuous service.

**SECTION 12.** “Participant” means a Police Officer who meets the requirements for participation in the Plan as set forth in Article III.

**SECTION 13.** "Participant Contributions" means contributions required from a Participant under Article III, Section 2, hereof, as a condition of eligibility and participation in this Plan.

**SECTION 14.** "Pensioner" means a Participant who is entitled to receive a monthly pension under this Plan.

**SECTION 15.** "Prior Group Annuity Contract" means Group Annuity Contracts GR-163, GR-163A, GR-13554, or any similar or superseding Contract, as last obligatory and binding.

**SECTION 16.** "Retirement Benefit" means the monthly payments to which a Participant or Surviving Spouse/Dependent Child shall become entitled.

**SECTION 17.** "Supplemental Contributions" means the annual contributions contributed to the Plan by both the Participant and the Employer equal to the tax rate applicable to non self-employed persons under the Federal Insurance Contributions Act, as in effect as of the date such contributions are made. Effective April 1, 1976, no further such contributions are to be made to the Plan and all Participant accounts are suspended.

**SECTION 18.** "Service-Connected Benefit" means any benefit payable upon the death of an employee who dies during the performance of essential duties pertaining to his employment by the City.

**SECTION 19.** "Non-Service Connected Benefit" means any benefit payable upon the death of an employee who dies from causes not related to his employment by the City.

**SECTION 20.** "Surviving Spouse" means, for the purpose of Article VII, the lawful wife or husband of a Participant, as the case may be, provided that the Surviving Spouse:

- a. Must have been married to the Participant for at least one (1) year and shall have been living with the Participant as husband and wife if the Participant dies in active employment, or
- b. Must have been married to the Participant for at least one (1) year prior to retirement and shall have been living with the Participant as husband and wife at the time of death if the Participant dies after retirement.

**SECTION 21.** The singular form of any word shall include the plural and the masculine shall include the feminine wherever necessary for the proper interpretation of this Plan.

### ARTICLE III - PARTICIPATION

#### **SECTION 1. Conditions for Participation**

- a. Each Police Officer included in the prior Plan as a Participant as of March 31, 1976, and/or the Prior Group Annuity Contract as of such date shall continue to be a Participant from April 1, 1976, and thereafter, provided, however, that such Police Officer continues his Participant Contributions as set forth in Article III, Section 2 below.



- b. Each Police Officer who was not included in this Plan as a Participant immediately prior to the effective date of the amended and restated Plan of 1976, and all Police Officers hired after April 1, 1976, shall be included, as a condition of employment, as a Participant on the initial date of hire, provided, however, that no Police Officer shall be included in this Plan if his participation commences after attaining the fiftieth (50<sup>th</sup>) anniversary of his date of birth.
- c. Upon meeting the requirements of subparagraph b. above, a Police Officer must sign such application forms as the Administrator prescribes authorizing the Employer to make payroll deductions of Participant Contributions, as set forth in Section 2 below, and furnish such other data as the Employer deems necessary or desirable.

**SECTION 2. Participant Contributions**

- a. (1) Each Participant shall make Participant Contributions to this Plan while he remains a Participant hereunder in an amount equal to seven and one quarter percent (7.25%) of his annual base salary. Commencing January 1, 1999, said contribution shall be increased to eight and one-quarter percent (8.25%).
- (2) Said Participant Contributions shall be exclusive of outside earnings, accumulated sick leave, or other employment with the City of Groton, and shall be converted to a monthly contribution payable through payroll deductions.
- b. All Participants shall be required to contribute to this Plan through their day of retirement.

**ARTICLE IV - CREDITED SERVICE**

**SECTION 1.** A Police Officer who meets the participation requirements of Article III, as determined by the Administrator, shall accrue Credited Service on the basis of the number of full years and fractions thereof to the nearest full month of Continuous Service with the Employer as a Police Officer, completed from the date he became eligible and elected to participate in the Plan to the date of his termination of employment or his actual retirement date.

**SECTION 2.** Continuous Service with the employer shall not be broken in the event of:

- a. Absence with the consent of the Retirement Board during any period not in excess of one year, except that the Administrator may consent to extend the period of leave; or
- b. Absence from work because of occupational injury or disease incurred as a result of employment with the Employer for which absence a Participant shall be entitled to Workers' Compensation payments.

In interpreting this Section, the Administrator shall apply uniform rules in a like manner to all Participants under similar circumstances.

An Employee shall not receive Credited Service in the case of the period of absence set forth in Article IV, Section 2 above, but shall retain Credited Service accrued prior to such absence. Upon return to employment after an approved absence, the Participant shall again be eligible to accrue Credited Service.

An Employee's period of United States military service shall be treated as employment with the Employer, provided the Employee left employment with an Employer for military service and returned to his Employer during the period his reemployment rights were guaranteed by law. His period of military service shall be treated as if he had remained in employment with this Employer during the period, in the job classification occupied before leaving for military service.

Failure to return to the employ of the Employer by the end of any period specified in the above sections shall be considered a termination of employment. Any other absence shall also be considered a termination of employment. Any Participant whose employment has been terminated shall, for the purposes of this Plan, be deemed a new Participant upon resumption of his employment, unless he is vested in accordance with Article VI hereof.

## **ARTICLE V - RETIREMENT BENEFITS**

### **SECTION 1. Normal Pension**

- a. A Participant may retire on a Normal Pension on the first day of any month after he has attained his Normal Retirement Date, provided he has filed an application for benefits prior to the commencement of his pension.
- b. The Normal Pension shall be a monthly amount equal to two and one half percent (2.50%) ("multiplier") of the Participant's Final Average Earnings multiplied by his Credited Service with the Employer as a Police Officer, payable in the form of a life annuity with a fifty percent (50%) spouse/children death benefit, subject to a maximum yearly pension of eighty percent (80%) of his Final Average Earnings as described in Article II, Section 8. Effective February 1, 2007, the 2.50% "multiplier" referenced above shall increase to 2.60%. Effective July 1, 2008, the 2.60% "multiplier" referenced above shall increase to 2.67%. One twelfth (1/12<sup>th</sup>) of this amount will be paid monthly. The monthly pension may be provided, in full or in part, from an annuity purchased under the terms of a Prior Group Annuity Contract.

### **SECTION 2. Early Retirement Pension**

- a. A Police Officer may retire on an Early Retirement Pension on the first day of the month after he has attained age 55, provided he has accrued at least ten (10) years (For new employees hired on or after April 1, 1976) of continuous service and has filed an application for benefits.
- b. This monthly amount of the early Retirement Pension payable to a participant on his early retirement commencement date shall be the amount of his normal pension reduced by three-tenths of one percent (.3%) for each month in which the commencement of such pension precedes the normal retirement date as defined in Article II, Section 11.
- c. An employee may retire early in lieu of accepting the reduced early retirement pension mentioned in Article V, Section 2b. above, said employee may elect to defer the full pension amount until said NRA reference in Article II, Section 11.

**SECTION 3. Compulsory Retirement.** A Police Officer will not be permitted to work for the City of Groton after he has completed his sixtieth (60<sup>th</sup>) year since his date of birth.

**SECTION 4. Disability Retirement.** When a Police Officer, who is disabled in accordance with the Employer's Long Term Disability program, reaches his sixty-fifth (65<sup>th</sup>) birthday, this Plan will continue to pay such disabled Police Officer the benefit that he was receiving under the Long Term Disability program.

#### ARTICLE VI - TERMINATION OF SERVICE; VESTING

**SECTION 1.** A Participant who terminates his employment as a Police Officer with the Employer prior to the accrual of at least ten (10) years of Continuous Service shall forfeit his eligibility for a Retirement Benefit and receive his Participant Contributions, including Supplemental Contributions attributable to his contributions, if any, with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract.

**SECTION 2.** A Participant who has completed at least ten (10) years of continuous service shall be one hundred percent (100%) fully vested in his accrued pension benefit, as determined in accordance with Article V, Section 1, with benefit payments commencing when the terminated Participant attains his sixtieth (60<sup>th</sup>) birthday. An election may be made by the terminated vested Participant to receive his Participant Contributions, including Supplemental Contributions attributable to his contributions, if any, with Credited Interest as provided under the applicable provisions of the current or Prior Group Annuity Contract, thereby forfeiting his vested rights to all other benefits under this Plan.

**SECTION 3.** Terminated vested Participants who die before or after retirement shall have as a Death Benefit, as determined in accordance with Article VII, Section 5, namely, the return of his contributions and all Supplemental Contributions made on his behalf, with Credited Interest, up to his date of death or retirement, whichever is earlier, less any Death Benefit payments received.

**SECTION 4.** A Participant who withdraws or rescinds his authorization to make Participant Contributions shall be deemed to have ceased participation and his employment shall be terminated as of the date contributions were last collected by the Employer.

#### ARTICLE VII - DEATH BENEFITS

**SECTION 1. Service Connected.** Upon death of a Participant who dies during the performance of essential duties pertaining to his employment as a Police Officer, regardless of his years of Continuous Service or age, his Surviving Spouse shall receive a Death Benefit equal to fifty percent (50%) of the deceased Participant's Final Average Earnings at the date of his death plus an additional ten percent (10%) of such Final Average Earnings for each Dependent Child, subject to an overall maximum of seventy-five percent (75%) of the deceased Participant's Final Average Earnings.

If there is no Surviving Spouse, fifteen percent (15%) of such deceased Participant's Final Average Earnings shall be payable for each Dependent Child, subject to an overall maximum of seventy-five percent (75%) of the deceased Participant's Final Average Earnings.



A deceased Participant's Dependent Parent shall be entitled to a Death Benefit payable to only one such parent equal to fifteen percent (15%) of the deceased Participant's Final Average Earnings, provided no other service connected death benefits become payable.

**SECTION 2.** The Death Benefit payable in Article VII, Section 1, is subject to a reduction during its compensation period so that the total annual amount, including workers' Compensation, shall not exceed one hundred percent (100%) of the deceased Participant's Final Average Earnings at the time of his death. Notwithstanding at the time of the Participant's death, the Participant's death benefit shall be increased by any applicable increase in any Workers' compensation payment.

**SECTION 3. Non-service connected.** Upon the death of a participant who has completed at least ten (10) years of Continuous Service, exclusive of a Participant who qualifies under Article 2, Section 11, and whose death is not a result of performing the essential duties of a Police Officer, his surviving spouse shall receive a death benefit equal to twenty-five percent (25%) of the deceased Participant's Final Average Earnings at the date of his death, plus an additional ten percent (10%) of such Final Average Earnings for each dependent child, subject to an overall maximum of fifty percent (50%) of the deceased Participant's Final Average Earnings.

If there is no surviving spouse, fifteen percent (15%) of such deceased Participant's Final Average Earnings shall be payable for each dependent child, subject to an overall maximum of fifty percent (50%) of the deceased Participant's Final Average Earnings.

A deceased Participant's Dependent Parent shall be entitled to a death benefit payable to only one such parent equal to fifteen percent (15%) of the deceased Participant's Final Average Earnings, provided no other non-service death benefits become payable.

**SECTION 4.** All death benefits described in Article VII, Sections 1 and 3 shall be payable as a monthly life annuity reflecting one-twelfth (1/12<sup>th</sup>) of the amounts so determined. Benefit payments shall be due and payable to the deceased Participant's dependents on the first day of the calendar month next following the death of the Participant. Benefit payments shall cease with the last monthly payment falling due prior to the death of his surviving spouse or upon remarriage of such spouse, whichever first occurs.

If payments are being made to a dependent child or children, the last monthly payment shall fall due upon the earlier of the death of the youngest such child or upon the youngest child attaining age of nineteen (19) or twenty-four (24) if a full-time undergraduate student attending an accredited college or university.

**SECTION 5.** The accumulative death benefits payments to the Participant's dependents, as provided in Article VII, Sections 1 and 3, or the death benefit paid to the deceased Participant's estate if the Participant does not leave a surviving spouse, dependent child or dependent parent, shall be equal to his Participant Contributions, including all supplemental contributions made on his behalf, if any, with Credited Interest as provided under the provisions of the applicable Prior Group Annuity Contracts, less any death benefit payments received.

## ARTICLE VIII - PAYMENT OF BENEFITS

**SECTION 1.** The form of Retirement Benefit payable to a Pensioner other than a terminated vested Participant shall be a fifty percent (50%) Joint and Survivor Annuity with the survivor designated as the Pensioner's surviving spouse, or dependent child or children. Monthly retirement benefits, determined in accordance with Article V, shall commence on the first day of the month coincident with or next following the approval of the Participant's application for benefits by the Retirement Board and shall continue for the Pensioner's lifetime. The Joint and Survivor Annuity shall also provide for the payment of a retirement benefit to the Pensioner's surviving spouse, or dependent child or children, an amount equal to fifty percent (50%) of the monthly amount payable to the Pensioner prior to his death. Monthly retirement benefits shall continue at one-half (½) the benefit amount to the Pensioner's surviving spouse for the remainder of her life with the last payment due the first day of month in which her death occurs. If the Pensioner is not survived by a surviving spouse, payments will be made to a dependent child until the earlier of the death of such child or upon the youngest child attaining the age of nineteen (19) or if a full-time undergraduate student at an accredited college or university until the age of twenty-four (24).

**SECTION 2.** In no event shall the accumulated monthly retirement benefits paid to a Pensioner and his Surviving Spouse and/or his dependent child or children be less than the Participant Contributions, including all supplemental contributions made on his behalf, if any, with Credited Interest as provided under the provisions of the applicable Prior Group Annuity Contract, determined as of the Pensioner's actual retirement date. The amount of Participant Contributions and supplemental retirement benefits paid, shall be payable to the estate of the last recipient of such monthly retirement benefits.

**SECTION 3.** Notwithstanding any other provision of this Retirement Plan, if an employee selects the joint and survivor option, his normal retirement benefit will be actuarially adjusted to reflect the added cost of this benefit decision. Said election must be made by the Participant by written notice to the City at least sixty (60) days before the employee's actual retirement date and the same shall be irrevocable.

## ARTICLE IX - FUNDING

**SECTION 1. Contributions of the Employer.** The Retirement Board shall, at least once every three years, be required to have an actuarial valuation by an actuary of the assets and liabilities of the Retirement Plan and of the required contributions from the Employer, which, in addition to contributions of the Participants, will be adequate to finance the benefits under the Retirement Plan.

On the basis of each such valuation, the Employer shall pay each year to the Retirement Board an amount which will meet the actuarial cost of current service and, until it is amortized, the unfunded accrued liability. The annual appropriation by the Employer for each of the forty (40) plan years, beginning January 1, 1976, shall be the sum of the normal cost for the year and the annual payment that would be required on a level basis to amortize the unfunded accrued liability over forty (40) years from January 1, 1976. The appropriation for each plan year thereafter shall be the normal cost for the year. Any proposal which will change the benefits payable or Participant Contributions required under the Retirement Plan shall be accomplished by an estimate by the actuary of the additional appropriations by the Employer which will be

required to finance the additional normal cost and to amortize on a level basis the additional accrued liability over forty (40) years from the effective date of the change.

**SECTION 2.** No part of the funds held under this Plan shall be used for or diverted to purposes other than for the exclusive benefit of Participants, their spouses or their dependents as heretofore described, prior to this satisfaction of all liabilities hereunder with respect to them. Also, no person shall have any interest in nor right to any of the funds contributed to or held under this Plan, except as expressly provided in this Plan and the Group Annuity Contract, and then only to the extent that such funds have been contributed by the Employer.

#### ARTICLE X - ADMINISTRATION

**SECTION 1.** This Plan shall be administered by the Retirement Board, which shall report annually to the Mayor and Council setting forth the financial status of the Plan. All decisions of the Board, with respect to the administration of the Plan, shall be conclusive, binding and consistent in all respects with the intent and purposes of this Plan. If there shall arise any misunderstanding or ambiguity concerning the meaning of any of the provisions of this Plan, the Retirement Board shall have the sole right to construe such provisions and the Retirement Board's decision shall be final. The Retirement Board may establish such rules and regulations supplementing this Plan, as it considers desirable.

#### ARTICLE XI - AMENDMENT

**SECTION 1.** This Plan is established and maintained for the exclusive benefit of Participants of the Employer and their dependents. Subject to this limitation, any provision of this Plan may be amended by the Employer at any time, if, with respect to payments resulting from Retirement Benefits provided before the effective date of the amendment, the amendment does not reduce the amount of any payment or the term of monthly payments, or delay the due date of any payment.

**SECTION 2.** Any provision of this Plan may be amended in any respect, without regard to the limitations of Article XI, Section 1, if the amendment is required for qualification under income tax law or necessary for this Plan to meet the requirements of any other applicable law. Neither the consent of the Participant nor that of any other recipient is required for any amendment to this Plan.

#### ARTICLE XII - GENERAL INFORMATION

**SECTION 1.** An application for a Retirement Benefit must be made in writing on a form and in a manner prescribed by the Retirement Board and shall be filed with the Retirement Board at least two (2) months in advance of the month for which benefits are first payable.

**SECTION 2.** A single sum payment in an actuarially equivalent amount may be made in lieu of monthly payments if the amount of each monthly Retirement Benefit payment would be less than \$20.00.



**SECTION 3.** No person entitled to benefits under this Plan may sell, assign, discount or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose any payment due to him. If the recipient or any payment is a minor or an incompetent person, payment may be made to the person or persons caring for or supporting such recipient in full discharge of all obligations, as determined by the Retirement Board.

**SECTION 4.** Inclusion in this Plan shall not be construed as giving any Participant the right to be retained in this service of the Employer without its consent, nor shall it interfere with the right of the Employer to discharge the Participant, nor shall it give the Participant any right, claim or interest in any benefits herein described, except as provided by the Participant Contributions and his Supplemental Contributions, if any, with Credited Interest prior to fulfillment of the provisions and requirements of this Plan.

**SECTION 5.** Notwithstanding any provision of this Agreement or any prior agreement, it is understood and agreed that the provisions contained herein shall only pertain to members of this Collective Bargaining Unit.

**SECTION 6.** Unless otherwise specified herein the parties agree that there shall be no modifications or changes in the Plan from the date of signing this agreement until June 30, 2009.

**SECTION 7.** If any Article or any Section of this Retirement Plan is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof, which shall be valid.

#### ARTICLE XIII - DURATION

**SECTION 1.** Unless otherwise specified herein, this Agreement shall become effective as of the date of the signing, or as soon thereafter as possible or practicable, and shall remain in full force and effect up to and including June 30, 2021, and from year to year thereafter, unless either party notified the other in writing no later than one hundred fifty (150) days prior to the expiration date above that it wishes to amend, modify or terminate this Agreement. Within thirty (30) days of receipt of such notice by either party, a conference shall be held between the parties regarding this matter.

**SECTION 2.** It is mutually agreed that all future Pension negotiations between the parties, shall only be considered a subject that may be raised by the City or the Union during subsequent negotiations for a Successor Collective Bargaining Agreement in accordance with the provisions of Article XII and Article XIII above.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused their names to be signed this 13<sup>th</sup> day of July, 2016.

THE CITY OF GROTON

Zamirah Moreno-Boyle  
WITNESS

Marian Galbraith  
MARIAN GALBRAITH, MAYOR

UE LOCAL 222, CILU/CIPU  
LOCAL P8

Romaine Bickford  
WITNESS

Jad C. Bickford  
JAD BICKFORD, PRESIDENT

## APPENDIX G -- MEMORANDA OF UNDERSTANDING

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Groton, City of Groton Police Department and UE Local 222, CILU/CIPU #88;

#### Stipulated Facts:

The parties are subject to a Collective Bargaining Agreement in effect from July 1, 2012 to June 30, 2015;

A dispute arose between the parties in January 2014 regarding the determination of the timing of crediting certain employees with vacation leave pursuant to the Collective Bargaining Agreement;

The Union filed a grievance in connection with that dispute; and

An Arbitration date in connection with that grievance is scheduled for November 25, 2014.

#### Resolution:

In an effort to resolve this pending Arbitration all parties stipulate and agree as follows;

1. Employer has credited all impacted employees with all vacation time alleged by the Union to be due to them that had not been credited on their first anniversary or subsequent anniversaries which rendered them eligible for additional vacation leave (i.e., longevity bump dates ) from January 2014 to the present;
2. Employer does not waive its interpretation of the existing contract language, but nonetheless agrees to credit employees with vacation days on July 1<sup>st</sup> of each year and on all appropriate anniversary and longevity bumps dates, until such time that contract language is modified or changed;
3. The Union agrees to withdraw the pending vacation grievance scheduled for November 25, 2014;
4. This MOA represents the entire agreement of the parties on the subject matter, and its terms may only be changed in writing by agreement of the parties.

Dated: November 14, 2014

For Employer:

  
Chief Thomas Davoren

For the Union


  
Jan Bickford, President




STIPULATED AGREEMENT

The City of Groton ("City"), United Electrical Local 222/Connecticut Independent Labor Union/Connecticut Independent Police Union, Local P8 ("Union"), Sergeant Jason Brucker ("Employee") and Officer Kirsten Edwards ("Employee") agree to the following Stipulated Agreement regarding the grievance filed by the employee on December 18, 2014 concerning the employees' receipt of premium pay for the Thanksgiving Holiday 2014:

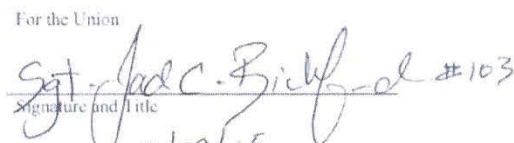
- 1) The City and Union are parties to a collective bargaining agreement ("CBA") with the term July 1, 2012-June 30, 2015.
- 2) Employees are Union/bargaining unit members.
- 3) A dispute arose between the parties in December 2014 regarding the timeframe where premium pay would apply for the Thanksgiving Holiday pursuant to the Collective Bargaining Agreement. The Union filed a grievance in connection with that dispute; and as a result of a meeting between Chief Thomas Davoren and Sgt. J. Bickford the union president, the following was agreed to:
  - a) Sgt. Brucker will receive 7 hours converted from 1.0x pay to 2.0x pay.
  - b) Off. Edwards will receive 7 hours converted 1.5x pay to 2.0x pay.
  - c) All future holidays will be coded on a 0001-2400 hour day as per the contract.
  - d) No additional holiday adjustments will be made.
  - e) The union agrees to consider a language change during upcoming negotiations to simplify the work day hours consistent with the working schedule of a 2300-2259 hour work day.
- 4) The Union will withdraw the grievance with prejudice and agree that there will be no additional grievance and/or MPP related to this holiday premium pay issue.
- 5) This Stipulated Agreement resolves all outstanding issues involving Jason Brucker and Kirsten Edwards and extinguishes any and all claims they may have related to this matter.
- 6) This constitutes the entire agreement of the parties on the referenced subject matter.

For the City  
  
 Chief Thomas Davoren  
 Date 3/19/15

The Employees  
  
 Sergeant Jason Brucker  
 Date 3/26/15

  
 Officer Kirsten Edwards

Date 3/23/15

For the Union  
  
 Sgt. J. Bickford #103  
 Date 03/19/15

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Groton, City of Groton Police Department and UE Local 222, CILU/CIPU #88;

## Stipulated Facts:

The parties are subject to a Collective Bargaining Agreement in effect from July 1, 2015 to June 30, 2019;

A dispute arose between the parties in October 2016 regarding the deployment of an unmanned patrol vehicle to assist in blocking access to a roadway during a motorcade escort of a Federal dignitary through the City of Groton;

The Union filed a Municipal Prohibited Practice Complaint in connection with that dispute, and a hearing date in connection with that complaint is scheduled for December 30, 2016.

## Resolution:

In an effort to resolve this pending issue all parties stipulate and agree as follows;

1. Employer agrees to employ police officers for security/traffic details for Presidential security.
2. Neither Employer nor Union waive their interpretation of the existing contract language, but nonetheless agree to the stipulation described in #1.
3. The Union agrees to withdraw the pending Complaint scheduled for December 30, 2016;
4. This MOA represents the entire agreement of the parties on the subject matter, and its terms may only be changed in writing by agreement of the parties.

Dated: December 29, 2016

For Employer:



For the Union:



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Groton, City of Groton Police Department and UE Local 222, CILU/CIPU #88;

## Stipulated Facts:

The parties are subject to a Collective Bargaining Agreement in effect from July 1, 2015 to June 30, 2019;

A dispute arose between the parties in October 2016 regarding the deployment of an unmanned patrol vehicle to assist in blocking access to a roadway during a motorcade escort of a Federal dignitary through the City of Groton;

The Union filed a Municipal Prohibited Practice Complaint in connection with that dispute; and a hearing date in connection with that complaint is scheduled for December 30, 2016.

## Resolution:

In an effort to resolve this pending issue all parties stipulate and agree as follows;


1. Employer agrees to employ police officers for security/traffic details for Presidential security.
2. Neither Employer nor Union waive their interpretation of the existing contract language, but nonetheless agree to the stipulation described in #1.
3. The Union agrees to withdraw the pending Complaint scheduled for December 30, 2016;
4. This MOA represents the entire agreement of the parties on the subject matter, and its terms may only be changed in writing by agreement of the parties.

Dated: December 29, 2016

For Employer:



For the Union:





AGREEMENT\*

The City of Groton and U. E. Local 222 hereby agree to resolve MPP 33185 as follows:

1. The Union withdraws MPP 33185 with prejudice.
2. The parties agree to modify Operations Directive, Non-Emergency Overtime Assignments, dated January 24, 2018, by providing:
  - Language to ensure member can change his/her card up until the time the member is offered a job.
  - Language to provide that members shall submit overtime cards two weeks prior to the posting of the schedule.
  - Language to provide members will submit their overtime cards every two weeks after the first card.
  - All attempts will be made to provide that order-ins are broken into four hour assignments to be split between one shift and post shift.
  - Captain approves assignment of days off to supervisors on holidays specific to Christmas and Thanksgiving.
  - In the event of an inadvertent violation of these provisions the remedy shall be governed by Article 12.15 of the contract.

For the City of Groton

  
 Date 9/16/19

For the Union

  
 Date 9/13/19

  
 Date 9/19/19

\* Typed version of handwritten Agreement signed July 13, 2018.

AGREEMENT\*


The City of Groton and U. E. Local 222 hereby agree to resolve MPP 33228 as follows:

1. The Union withdraws MPP 33228 without prejudice.
2. Chief Spellman agrees he will advocate to fill the Second Lieutenant's position in the next budget and make every effort to obtain the funds for the staffing of the position.
3. The City represents that the duties of the Administrative Lieutenant are not sub-contracted outside the bargaining unit.

For the City of Groton

For the Union

 9/16/19  
Date

 9/13/19  
Date

\_\_\_\_\_  
Date

\* Typed version of handwritten Agreement signed July 13, 2018.

SETTLEMENT AGREEMENT\*  
BETWEEN  
CITY OF GROTON  
AND  
AFSCME, LOCAL 3355, COUNCIL 4 AFL-CIO  
CASE NO. MPP-33593

In full and final settlement of the above noted complaint, the parties agree as follows:

3. Pursuant to Operations Directive 12-06 (4) (G) the Deputy Chief, Lieutenants and Sergeants will conduct investigations regarding complaints falling within this policy.
4. Any officer may take an initial complaint pursuant to Operations Directive 11-04 (B) (2) (C) and shall then refer it to a supervisor.
5. In recognition of the above, the Union withdraws MPP-33593 without prejudice.
6. The SBLR has closed this case.

AFSCME LOCAL 3355

CITY OF GROTON

  
Date

  
Date

  
Date

\_\_\_\_\_  
Date

\* Typed version of handwritten Agreement signed April 5, 2019.



