

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF TRUMBULL
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 30

RE: TRUMBULL (NON-SUPERVISORY) HIGHWAY & PARKS EMPLOYEES UNION

TERM OF AGREEMENT
JULY 1, 2022, TO JUNE 30, 2025

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AGREEMENT

This Agreement is between the Town of Trumbull, Fairfield County, Connecticut, hereinafter referred to as the "Town" and the International Union of Operating Engineers, Local 30, Trumbull Highway & Parks Employees, hereinafter referred to as the "Union."

PREAMBLE

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

ARTICLE I MANAGEMENT RIGHTS

Section 1.1:

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

ARTICLE II RECOGNITION

Section 2.1:

The Town hereby recognizes the Union as the sole and exclusive representative of all eligible non-supervisory employees in the Highway, Maintenance, and Parks divisions of the Department of Public Works, including mechanics and road foreman, for bargaining with respect to wages, hours of work, and conditions of work (as specified in CSLRB Case No.

ME-1365, dated December 20, 1965; CSLRB Case No. ME-1741, dated March 28, 1969, CSLRB Case No. ME- 4291, dated January 17, 1978) and CSBLR Case No. ME-31945, dated March 1, 2016.

ARTICLE III UNION SECURITY AND DUES CHECK OFF

Section 3.1:

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

Section 3.2:

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

Section 3.3:

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

Section 3.4

The Town shall provide the union representation in writing via email within ten (10) business days the following information as it relates to new hires: 1) first and last name; 2) available contact information and 3) rate of pay.

Section 3.5

The union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time or for such new employees who have a paid lunch, at a convenient time during the workday, but not to exceed thirty (30) minutes.

ARTICLE IV SENIORITY

Section 4.1:

Seniority is determined as an employee's most recent period of continuous service within the certified unit. Seniority in another Town of Trumbull union shall be credited for vacation and sick leave purposes provided it is continuous in nature. The concept of seniority will be

considered for job assignments within job classifications but will not interfere with management rights on assignments including but not limited to training, scheduling and operational efficiency.

Section 4.2:

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

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

Section 4.3:

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

Section 4.4:

When a vacancy exists, the procedure for selecting an applicant shall be as set forth in the Civil Service Board Rules dated January 1, 1993, except that if two or more of the highest scoring applicants receive identical scores, the job vacancy will be offered to the one with the greatest seniority. The town will make every effort to fill the bargaining unit vacancies within 180 days. In the event a bargaining unit position isn't filled by the Town within 180 days, the Town shall consult with the union.

Section 4.5:

New employees (non-seasonal) shall have a probationary period of one hundred eighty (180) days after which they shall be classified as permanent employees. The probationary period shall be counted as part of their seniority once the employee is considered permanent. An employee will not be eligible for any benefits until the ninety-first (91st) day of his probationary period, except for health and life insurance, for which the employee shall become eligible on the first day of the month following that in which he commences employment. During said probationary period, the employee will receive up to three evaluations, typically every two months in duration, with a copy to the Unit President upon request. New employees on probation will be at-will employees and may be discharged, with or without just cause by the town with no right of appeal.

Discipline

Section 4.6:

No permanent employee shall be disciplined except for just cause. The Union shall be provided

a copy of the discipline indicating the reasons for such discipline.

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

Progressive disciplinary process shall normally follow:

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

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

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

Suspensions shall be valid for a period of forty-eight (48) months provided no further discipline of a related nature has taken place during that period.

Section 4.7:

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

Layoff

Section 4.8:

When the work force is to be reduced, the least senior employee in the classification being reduced shall be laid off first and shall receive two (2) weeks notice of said layoff. Upon layoff, such employee(s) shall be entitled to any available job opening in the same or lower classification, provided he/she can perform that work. If there are no vacancies the employee so laid off shall bump the least senior, junior employee in any lower classification in the department providing he/she can perform the work. Such least senior employee who is so displaced shall have the same bumping rights as a laid off employee. If any employee does not have greater seniority than any employee, he/she shall be laid off from employment with the Town.

Any other provision of this Agreement notwithstanding, no bargaining unit work shall be performed by non-bargaining unit employees, outside contractors or volunteers, until all qualified employees on recall status have been offered said work assignment. This provision shall not apply if said work affecting any individual job classification is not in excess of thirty (30) working days throughout the fiscal year.

Section 4.9:

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

ARTICLE V HOURS OF WORK

Section 5.1:

Regular hours of employment for all employees in the bargaining unit shall be forty (40) hours per week divided over five (5) consecutive working days of eight (8) hours each, Monday through Friday, 6:30 a.m. - 3:00 p.m. with a one-half(½) hour unpaid lunch.

Section 5.2:

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

Section 5.3:

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

Section 5.4:

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

Section 5.5:

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

Section 5.6:

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

Section 5.7:

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

Section 5.8:

Employees shall be required to work overtime when ordered unless excused by the supervisor. Proffered overtime shall be charged to the overtime limit. At the employee's discretion, he/she may elect to receive, in lieu of overtime payments, compensatory time off at the same rates as described

for overtime payments in Section 5.4 through 5.8. Said compensatory time shall be used in a minimum of at least an hour at the beginning or end of a shift and is limited to forty (40) hours of accumulation per year from October 1 to September 30. Said compensatory time shall be used at a mutually agreed time. If time is not used by September 30, such time will be paid out by the Town as soon as practicable after that date.

Section 5.9.1:

The following procedures shall be followed for all overtime worked:

- A. All overtime is intended to be equalized over the fiscal year by classification among qualified employees who volunteer. A volunteer overtime list shall be maintained by the Town.
 1. An employee shall be charged on the overtime list when:
 - (a) He works overtime;
 - (b) The employee is asked and cannot work due to:
 - (i) being sick the day of the overtime opportunity;
 - (ii) personal reasons;
 - (iii) refusal;
 - (iv) leaves work voluntarily while on overtime.
 - (c) The Town is unable to contact him at the phone number supplied by the employee, and management is kept aware of updated number.
 - (d) The employee shall be charged overtime from the time employee is contacted by supervisor.
 2. All voluntary snow overtime, i.e., not an all-out storm (plowing and sanding), will be assigned as one category. The employee on the voluntary list with the least amount of time, regardless of job classification, is to be asked first.
 3. An employee that is on the voluntary list and is excused from work for being on workers' compensation will be taken off said list. When the employee returns to work his overtime charges shall be deemed to be equal to the average for his job category.
 4. The voluntary overtime list will run from July 1 to June 30 of each year. An employee may request that he be removed from the list. If an employee wishes to be added to the list after the beginning of the year, he shall be deemed to have the highest amount of overtime in his classification as of his date of entry.

Voluntary list will be started with seniority and any event of equal time will be decided on seniority.
 5. Overtime list to be updated per incident, but not more than once per day.

6. Hours charged on overtime list do not have to match hours paid or unpaid.
7. The employee with the least hours charged within his classification will normally be called first.
8. The list shall be prominently posted, management and hourly employees to be made aware of it. The Town shall provide a copy of the list to the Unit President on a weekly basis. Such list shall include the hours charged to each employee.
9. Any Maintainer I-IV in the highway division on the voluntary overtime list shall be entitled to work the voluntary overtime at the Transfer Station.
10. If there is an error in the distribution of overtime, the employee who should have been called to work but was not called will be offered the next available overtime opportunity. This shall be the exclusive remedy for a violation of overtime distribution procedures.
11. Three (3) weeks after the commencement of the leaf pick up season, the Town may require mandatory overtime. In this circumstance, employees with a hardship may request to be excused from mandatory overtime and such request shall not be unreasonably denied.
12. Employees on preapproved vacation will not be asked to fill overtime opportunities while they are on vacation and until they return to work except in the event of an all out storm / emergency situation which they have not already been excused from by submitting the department waiver form.
 - A. In the event an emergency exists, no employee may refuse to work overtime. For purposes of this Article, "emergency" shall mean any situation that poses an immediate threat to public safety.
 - B. When a non-emergency overtime opportunity exists, the Town shall first seek volunteers from qualified employees in the appropriate classifications on the volunteer list. Volunteers for non-emergency overtime shall be guaranteed a minimum of one-half hour (1/2) pay. If the Town fails to secure sufficient volunteers from the volunteer list, the Town may next seek volunteers from qualified employees in the applicable classification who are not on the volunteer list in order of seniority. In the event the Town is still unable to secure a sufficient number of volunteers, it may then mandate qualified employees in the appropriate classification in inverse order of seniority.
 - C. Any mandated employee who refuses to work, or employee who volunteers to work then refuses or otherwise fails to work overtime, in addition to being charged for the hours, shall be subject to discipline pursuant to Section 5.9.2.
 - D. The Town may mandate any employee to work up to one hour beyond the end of the regular workday for purposes of completing that day's work. Any employee who refuses or otherwise fails to do so, and is not excused by his supervisor for good cause, shall be subject to disciplinary action pursuant to Section 5.9.2. This subparagraph D shall not apply to the mechanics classification.

Section 5.9.2:

Any employee who fails to respond to an overtime call in an emergency situation or to comply with a directive to work overtime as required under Section 5.9.1., in addition to being "charged," then

such employee may be subject to the following disciplinary procedures:

First violation ---written warning

Second violation ---one-day suspension

Third violation ---five-day suspension

Fourth violation ---discharge

Section 5.9.3:

Any discipline received in item 5.9.2 above shall remain active in the employee's record for at least one (1) year and will not be used for purposes of progressive discipline after eighteen months (18) from the date of the most recent discipline at which time the employee's record shall be cleared.

Section 5.9.4:

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

Section 5.9.5:

Subject to the restrictions of Section 5.9.9, overtime shall be equalized within classifications wherever practicable. Employees shall furnish the Town with a telephone number at which they may be contacted for emergency overtime. In addition, when notified by the Town that they may be requested to work overtime, they shall keep the Town notified of their whereabouts, if it is different from the telephone number regularly provided. The Union will be given a weekly list of employees who worked overtime hours during the previous week. Proffered overtime shall be charged to the overtime list.

Section 5.9.6:

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

Section 5.9.7:

An assignment of overtime work, other than emergencies, shall be made if possible at least four (4) hours in advance by the employee's supervisor except in any emergency or to complete jobs which, once started, must be completed for economic or safety reasons. If the 4-hour notice is not provided the employee shall not be charged on the overtime list.

Section 5.9.8:

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

Section 5.9.9:

There shall be no pyramiding of overtime.

ARTICLE VI WAGE AND BENEFITS

Section 6.1:

For the contract year commencing and retroactive to July 1, 2022 and ending June 30, 2023, the wage schedule in effect on June 30, 2021, shall be increased by two and twenty five hundredths (2.25%).

Section 6.2:

For the contract year commencing and retroactive to July 1, 2023 and ending June 30, 2024, the wage schedule in effect on June 30, 2023, shall be increased by two and thirty five hundredths percent (2.35%)

Section 6.3:

For the contract year commencing and retroactive to July 1, 2024 and ending June 30, 2025, the wage schedule in effect on June 30, 2024, shall be increased by three percent (3.0%).

Section 6.4:

Annually, on July 1, all permanent employees on the active payroll shall receive a clothing allowance in the amount of one hundred fifty (\$150.00) dollars and boot allowance in the amount of one hundred seventy-five (\$175.00). Any newly hired employee shall, upon successful completion of his/her probationary period, receive a clothing allowance of one hundred fifty (\$150.00) dollars and boot allowance in the amount of one hundred seventy-five (\$175.00). Any permanent employee not on the active payroll on July 1st shall receive a clothing allowance in the amount of one hundred fifty (\$150.00) dollars and boot allowance in the amount of one hundred seventy-five (\$175.00). upon his/her return to active status within the fiscal year.

Section 6.5:

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

Section 6.6:

Employees shall advance from Step 1 to Step 2 on the one-year anniversary in their position. Promoted employees shall be placed on the corresponding step they were on prior to the promotion. The Town shall provide the promoted employees with a congratulatory letter, or for those denied a promotion a letter explaining the town's decision.

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

Section 6.7:

Each employee in the above classifications will receive the pay rate indicated in the pay scale.

Each employee shall receive his or her deposit advice via email. All employees shall be paid only via direct deposit.

Section 6.8:

Each employee shall be given a copy of his evaluation report. Such employee shall have the right

to grieve such report, if adverse.

Section 6.9:

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

Section 6.10:

An employee below the classification of Junior Equipment Operator required to perform duties requiring a Class A license shall be paid at the minimum rate for the Junior Equipment Operator classification for all hours actually worked in said assignment.

Section 6.11:

When an employee is designated to work with a certified carpenter, electrician, painter, mason plumber or mechanic and is assigned to perform the work normally performed by these tradespeople, he/she shall be paid an additional one dollar and twenty five cents (\$1.25) cents per hour over his/her regular rate for all hours actually worked in said assignment, provided that his total rate does not exceed the maximum rate for the maintenance-tradesman classification.

****MOU TO REVIEW CLASSIFICATION STEPS AT LABOR MANAGEMENT MEETING**

Insurance

Section 6.12:

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

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

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

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

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

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

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

Section 6.13:

(a) Effective July 1, 2022, through June 30, 2024, employee contributions shall be sixteen (16%) percent.

(b) Effective July 1, 2024, employee contributions shall be seventeen (17%) percent

(c) The Town shall implement an IRS§ 125 Plan such that employee contributions toward the cost of health insurance are treated as paid with pre-tax dollars.

Section 6.14:

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

Section 6.15:

In the event negotiations are commenced under Appendix C after a new plan is established, any subsequent plan will be subject to the provisions of this section. The Town shall provide the insurance set forth in Sections 6.12 provided, however, that the Town may substitute for said insurance any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurance and provided further than in determining whether or not a plan is "equal to or better than," reliability and reputation for prompt payment shall be considered. In the event the Union objects to the substitution of a plan for said insurance, then before making such substitution, the Town shall file a written request, with notice to the Union, that the America Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than," said insurance. The burden of proof shall be on the Town.

Pension

Section 6.16:

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

June 30, 2016: 6.0%

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

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

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

- Employee participation is mandatory.
- Employees must contribute a minimum of seven percent (7%) of base pay.
- Vesting of Employer contributions shall be as follows:
 - Year 1 = 20%
 - Year 2 = 40%

- Year 3 = 60%
- Year 4 = 80%
- Year 5 = 100%
- No personal loans.
- Normal retirement is Age 62.
- All other terms as per the Town's Defined Contribution Plan dated February 15, 2012, except employee and Town's contributions shall start upon date of hire.

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

The town and the Union will discuss military buyback with labor and management, understanding that the pension board governs and controls.

Tool Allowance

Section 6.17:

Any employee required by the Town to provide his/her own tools shall receive an annual tool allowance in the amount of three hundred (\$300.00) dollars.

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

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

Workers' Compensation

Section 6.18:

Commencing on the fifth (5th) day and continuing up to a maximum of six (6) months, an employee on Workers' Compensation benefits for wage replacement may utilize sick time to make up the difference between the employee's regular net pay and the amount of their workers' compensation benefits. In no event, can the result be that the employee receives more on workers compensation leave than working their regular assignment. If that occurs, sick leave may not be utilized as a supplement.

Retiree Insurance

Section 6.19:

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

Disability

Section 6.20

The Town shall provide, at no expense to employees disability insurance which will provide sixty six

and two-third percent (66.66%) replacement income for twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury.

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

1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the Town and from engaging in other gainful employment. Notwithstanding, the employee may earn an amount not to exceed the differential between his/her normal rate of pay and the 66-2/3 % salary continuation provided for hereunder.
2. There shall be a fifteen (15) workday waiting period. The workday shall be those days which are the normal workdays for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the 15-day period. During the 15-day waiting period, employees may utilize any accrued paid leave such as sick leave, vacation or personal days and/or compensatory time. The STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.
3. The maximum duration of the disability period shall be 26 weeks. The 26-week period shall begin upon the first workday after the 15 workday waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.
4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.
5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send the employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employees' physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.
6. Employees shall be entitled to one disability leave of absence per occurrence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same occurrence needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

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

7. Benefits: Employees out on disability:

- A. Shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.
 - B. Employees will not be denied earning normal personal time provided under contract.
 - C. Employees will continue to accrue vacation time at an adjusted rate of 66 2/3 %.
 - D. The employee will accrue one (1) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.
8. The employee shall not be entitled to use accumulated sick leave to augment disability pay that will equal 100% of employee's base pay.
9. Union dues and all other legal deductions shall continue during the disability period. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.
10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability. For example, if they were contributing 1 % of their annual salary towards medical insurance, they will contribute 1 % computed at their disability salary (66.6%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.
11. Any Leave, including disability, with an FMLA qualifying reason under the CBA will count towards the employee's 12-weeks of eligibility under FMLA. Unpaid leaves will be granted at the sole discretion of the town in accordance with the law.

ARTICLE VII JOB CLASSIFICATIONS

Section 7.1:

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

Section 7.2:

Employees assigned work in a higher classification shall receive the wages of that classification for all hours worked at the corresponding step, provided he/she is not acting in a training or helper capacity pursuant to Section 6.10 or 6.12.

Section 7.3:

Any change in job classification or content as it relates to job duties shall be brought to the attention of the Union. In the event there is a substantial material change in the position's job responsibilities then the parties will negotiate over the impact of those changes.

Section 7.4:

Any acting foreman or lead man shall be paid at the rate for the road foreman or lead man's classification (as applicable), which provides the working-out-of classification employee with at least one full step, or an additional one dollar and fifty cents (\$1.50) per hour, whichever is greater.

The position of Park Leadman shall receive an additional one dollar and fifty cent (\$1.50) increase. Effective 7/1/17, the position for Park Leadman shall receive a one dollar and fifty cents (\$1.50) per hour increase provided the employee has obtained the necessary certification in pool maintenance.

ARTICLE VIII HOLIDAYS

Section 8.1:

The following holidays shall be recognized as paid holidays:

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

Section 8.2:

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

Section 8.3:

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls

on a Saturday, the holiday shall be observed on the Friday preceding the holiday.

Section 8.4:

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

Section 8.5:

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

ARTICLE IX VACATIONS

Section 9.1:

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

Upon hire (granted) Earned Vacation:	10 days*
Upon hire but less than 5 complete years of service	10 days
5 but less than 10 complete years of service	15 days
10 but less than 15 complete years of service	20 days
16 complete years of service	21 days
17 complete years of service	22 days
18 complete years of service	23 days
19 complete years of service	24 days
20 or More complete years of service	25 days

For payout purposes, except as noted herein, vacation leave shall be prorated for any partial years of employment.

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

*The 10 days of vacation granted to new hires upon hire shall not be eligible for carryover or payout.

Section 9.2:

Employees shall be granted their vacations by seniority preference in bid periods for week-long vacation blocks. The bid periods shall be March 31st and September 15th, outside of those bid periods vacations shall be granted pursuant to the current practice subject to the demands of service and subject to approval by the department head. An employee may take vacations at half-day increments upon 24 hours' notice, subject to the needs of the department. Additionally, any request for vacation time of less than one full week must be submitted in advance to the Department Head equal to the amount of vacation time requested.

Section 9.3:

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

Section 9.4:

Employees with at least two (2) weeks' vacation time shall be permitted to carryover, to the following year: one (1) week vacation time. Employees with at least three (3) weeks' vacation time shall be permitted to carryover, to the following year, two (2) weeks' vacation time. If the carried over time is not used the following year, the employee loses the time.

ARTICLE X LEAVE PROVISIONS

Sick Leave

Section 10.1:

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

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

Section 10.2:

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

Section 10.3:

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

Bereavement Leave

Section 10.4:

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

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

Personal Leave

Section 10.5:

Three (3) personal days per year (noncumulative) shall be granted to permanent employees. Employees hired prior to July 1st shall, upon hire, receive three (3) personal days in their first year of employment. Employees hired on or after July 1st shall, upon hire, receive two (2) personal days. Personal time shall be used before the last pay period of the calendar year. Personal days may be used in increments of one-half day. Except for an emergency, employees shall provide the department head with at least forty-eight (48) hours' notice of use of personal days. Nothing herein shall require the Town to grant personal leave to more than two employees on a given day. Effective January 1, 2017, and each year thereafter, employees shall be credited and be able to use personal leave commencing the first full pay period of each calendar year.

Section 10.6:

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

Section 10.7:

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

Section 10.8:

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

Section 10.9:

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

Section 10.10:

Employees shall not accumulate seniority while on unpaid leaves of absence.

Accumulated Sick Leave

Section 10.11:

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

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

Section 10.12:

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

Cap on Leave

Section 10.13:

After eighteen (18) months of being out of work because of a work-related or non-work-related injury, illness or disability, the Town shall have the right to separate the employee from his or her position. At the end of the eighteen-month period, the Town, the Union and the employees will meet to discuss the employee's status. If there is evidence that the employee will likely return to their position in the near future, not to exceed ninety (90) calendar days, then the employee will not be separated. Absent such evidence, the employee will be separated after the eighteen (18) month period. If the employee was extended after the 18 months and does not return before the period expires, the Town will have the right to separate the employee. The leave period will not be broken for periods of restricted or modified duty, or periods of less than four weeks (28 days) of regular duty.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.1:

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

Section 11.2:

Step 1 -Employee to Immediate Supervisor or Alternate-

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

Section 11.3:

Step 2 -To the Department Head or Alternate-

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

Section 11.4:

Step 3 -To the First Selectman or Designee-

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

Section 11.5:

In the event that the grievance is not resolved by the answer above, the Union must notify the Town of its intent to submit the matter to mediation within fifteen (15) days from the date of the response at Step 3, under the voluntary labor arbitration rules of the American Arbitration Association or any other mutually agreeable arbitrator or agency (which issue shall not be subject to arbitration) such as SMBA. If the issue remains unresolved after one session of mediation, then either party may submit the matter to arbitration within 15 days following the date of mediation. The arbitrator shall be empowered to hear and determine the issues by interpreting the provisions of this agreement and shall not have the power to add to, subtract from, alter, modify, or amend any provisions of this agreement. In the event that back pay, or any other money damages are an issue, the arbitrator may not award any such back pay or other money changes retroactively from the date that the grievance is first reduced to writing

and presented to the other party as set forth in Step 2 above. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE XII SAFETY AND HEALTH

Section 12.1:

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

Section 12.2:

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

Section 12.3:

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

Section 12.4:

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

Section 12.5:

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

Section 12.6:

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

Section 12.7:

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

Section 12.8:

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

Section 12.9

The Parties recognize that snow removal operations may require extended work periods with minimal rest. In the event a driver feels fatigued, he shall contact a supervisor and request a mutual agreed upon rest period. The Town may notify all employees to take an additional rest period or rotate employees on rest breaks to ensure adequate staffing availability and address possible fatigue. In the event employees are required to work an extended period of time prior to their normal workday, employees

may request time off with short notice and the Town will consider allowing additional staff off on vacation, personal or compensatory time off.

ARTICLE XIII NO STRIKE/NO LOCKOUT

Section 13.1:

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

Section 13.2:

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

ARTICLE XIV SUPERSENIORITY

Section 14.1:

Officers and stewards of the Union shall have superseniority in the event of layoff, in their same or lower classification to the extent permitted by law.

ARTICLE XV PRIOR PRACTICES

Section 15.1:

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

ARTICLE XVI GENERAL

Section 16.1:

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

Section 16.2:

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

Section 16.3:

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

Section 16.4:

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

Section 16.5:

The Town shall post a copy of this Agreement on the Town's website and, upon request, provide a copy to any member.

Section 16.6:

No more than four (4) members of the Union plus the Unit President shall be on the Union's negotiating committee.

ARTICLE XVII DURATION

Section 17.1:

This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2025, and negotiations for a successor agreement shall commence in accordance with the Municipal Employee Relations Act, as amended from time to time. Unless specifically identified as retroactive, any changes from the prior contract shall become effective upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

TOWN OF TRUMBULL




Vicki Tesoro, First Selectman

 1/27/2020

Thomas McCarthy, Director of HR and
Labor Relations

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30**



William Lynn, Business Manager



Robert Moccio, President



Kevin Cruse, Treasurer



Steve Broderick, Business Representative

APPENDIX A-1

Effective 7/1/22 retroactive 2.25%

Title	Step 1	Step 2	Step 3 (10 yrs)	Step 4 (15 yrs)
HWM I	\$24.64	\$25.85	\$26.10	\$26.30
HWM II	\$27.55	\$28.91	\$29.21	\$29.34
HWM III	\$28.22	\$29.61	\$29.96	\$30.06
HWM IV	\$28.53	\$29.91	\$30.27	\$30.38
JR GRADE OP	\$32.44	\$34.13	\$34.36	\$34.53
WEIGHMASTER	\$32.46	\$34.15	\$34.36	\$34.53
ROAD FOREMAN	\$32.72	\$34.36	\$34.66	\$34.78
SR OP	\$33.29	\$34.96	\$35.23	\$35.36
SR OP/LEADMAN	\$34.90	\$36.67	\$36.92	\$37.07
GARAGE MECH	\$28.02	\$29.37	\$29.68	\$29.80
MOTOR EQUIP REP	\$34.90	\$36.67	\$36.92	\$37.07
SR. MECH	\$35.68	\$37.48	\$37.79	\$37.90
PK-MECH	\$29.45	\$30.93	\$31.17	\$31.38
PK-LEAD	\$32.37	\$33.75	\$33.99	\$34.21
MAINT-TM	\$34.90	\$36.67	\$36.92	\$37.07
MAINT-LEAD	\$38.17	\$40.07	\$40.37	\$40.51
GARDENER	\$30.05	\$31.51	\$31.76	\$31.97

APPENDIX A-2

Effective 7/1/23 retroactive 2.35%

Title	Step 1	Step 2	Step 3 (10 yrs)	Step 4 (15 yrs)
HWM I	\$25.22	\$26.46	\$26.72	\$26.92
HWM II	\$28.19	\$29.59	\$29.90	\$30.02
HWM III	\$28.88	\$30.31	\$30.66	\$30.77
HWM IV	\$29.20	\$30.61	\$30.98	\$31.09
JR GRADE OP	\$33.21	\$34.93	\$35.16	\$35.34
WEIGHMASTER	\$33.23	\$34.95	\$35.16	\$35.34
ROAD FOREMAN	\$33.49	\$35.16	\$35.48	\$35.59
SR OP	\$34.07	\$35.78	\$36.05	\$36.19
SR OP/LEADMAN	\$35.72	\$37.53	\$37.79	\$37.94
GARAGE MECH	\$28.67	\$30.06	\$30.38	\$30.50
MOTOR EQUIP REP	\$35.72	\$37.53	\$37.79	\$37.94
SR. MECH	\$36.51	\$38.37	\$38.68	\$38.79
PK-MECH	\$30.14	\$31.66	\$31.90	\$32.12
PK-LEAD	\$33.13	\$34.54	\$34.79	\$35.01
MAINT-TM	\$35.72	\$37.53	\$37.79	\$37.94
MAINT-LEAD	\$39.07	\$41.01	\$41.32	\$41.46
GARDENER	\$30.76	\$32.25	\$32.51	\$32.72

APPENDIX A-3

Effective 7/1/24 retroactive 3.0%

Title	Step 1	Step 2	Step 3 (10 yrs)	Step4 (15 yrs)
HWM I	\$25.98	\$27.25	\$27.52	\$27.72
HWM II	\$29.04	\$30.47	\$30.80	\$30.93
HWM III	\$29.75	\$31.22	\$31.58	\$31.69
HWM IV	\$30.07	\$31.53	\$31.91	\$32.03
JR GRADE OP	\$34.20	\$35.98	\$36.22	\$36.40
WEIGHMASTER	\$34.22	\$36.00	\$36.22	\$36.40
ROAD FOREMAN	\$34.49	\$36.22	\$36.54	\$36.66
SR OP	\$35.10	\$36.85	\$37.13	\$37.27
SR OP/LEADMAN	\$36.79	\$38.65	\$38.92	\$39.07
GARAGE MECH	\$29.54	\$30.96	\$31.29	\$31.41
MOTOR EQUIP REP	\$36.79	\$38.65	\$38.92	\$39.07
SR. MECH	\$37.61	\$39.52	\$39.84	\$39.96
PK-MECH	\$31.04	\$32.61	\$32.86	\$33.08
PK-LEAD	\$34.12	\$35.58	\$35.83	\$36.06
MAINT-TM	\$36.79	\$38.65	\$38.92	\$39.07
MAINT-LEAD	\$40.24	\$42.24	\$42.56	\$42.71
GARDENER	\$31.68	\$33.22	\$33.48	\$33.71

APPENDIX B HEALTH INSURANCE PLAN
(See Attached plan design after Appendix C)

APPENDIX C Memorandum of Agreement

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

1. Effective July 1, 2016, or when administratively feasible, the Town will change its current health program to the State Partnership Plan 2.0. The health benefits shall be those exclusively provided under the State Partnership Plan for health, pharmacy, vision and dental coverages. (Dental Coverage \$1500 Annual Maximum Plan with option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including penalties for non-compliance resulting in deductibles and premium penalties.
2. The parties recognize that this agreement is subject to the Town receiving State approval to join the Partnership. In addition, the Town reserves the right not to join the State Partnership Plan 2.0 in the event not all bargaining groups participate or are accepted.
3. Coverage eligibility for employees and eligible dependents shall commence on the first of the month following employment and shall end on the last day of the month in which they are separated. Coverage for eligible dependents shall continue up to age 26 for health, pharmacy, dental, vision irrespective of student status.
4. The Town shall have the unilateral right to withdraw from the State Partnership Plan. In the event the Town elects to withdraw, it shall notify the Unions of its decision as soon as possible. Penalties accessed by the State resulting from the Town's decision to withdraw from the State Partnership shall be the responsibility of the Town. The Unions agree to negotiate on a coalition basis over the health benefits plan. The employee medical contribution rate shall also be subject to negotiations upon withdrawal but shall not be conducted on a coalition basis. In the event an agreement is not reached within forty-five (45) days from said notice, the parties agree to proceed immediately to binding arbitration. The arbitration shall be a "one issue" arbitration with the Town and the Coalition each submitting their proposal for the medical plan design. The parties agree to make their best efforts to expedite the process to ensure a decision within sixty (60) days of the expiration of the forty-five (45) day window for negotiations. The Unions may, if there is a substantial change in the State Partnership Plan 2.0 benefits, request bargaining over a substitute plan. In order to make such a request, the group must constitute at least a majority of the Town Unions representing at least 50% of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. This reopener applies during the term of the applicable contract. Such demand to bargain over a substitute plan of benefits shall be made within thirty (30) days of such change. If the request to bargain is not made within thirty (30) days then the Plan will remain with the changes. If bargaining occurs, it shall be the process as outlined above. The eligibility for retiree coverage in the Police contract shall not be the subject of the reopener in the event there is a withdrawal from the State Partnership plan. The retiree plan of benefits shall be as determined in the collective bargaining agreement.
5. This agreement may be subject to approval by the Town Council.



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard[®] program.

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

Look inside for a summary of medical benefits, and or visit osc.ct.gov/ctpartner.

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

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

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

(continued on next page)

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

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

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

When you need information about your benefits...

CareCompass.CT.gov is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

When you need benefits support...

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward! Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated “Providers of Distinction.” Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. **Note:** The amount of the reward varies by procedure and location.

When you need to find the best provider or to find a location for a routine lab test...

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

When you're injured...

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

Help Managing and Reversing Diabetes

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

Help Preventing Diabetes

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note “dispense as written” on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

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

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State’s Maintenance Drug Network (see the list of participating pharmacies on osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)

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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2023 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49**	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening†	N/A	N/A	N/A	N/A	N/A	UPDATED 40-44: N/A 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years	

* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer

** Or as recommended by your physician

† NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit CareCompass.CT.gov, then [sign in](#) or [register](#) for your Quantum Health benefits portal. To view your status, click the [My Health](#) tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at carecompass.quantum-health.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.

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

www.osc.ct.gov/ctpartner

860-702-3560

General benefit questions, Medical, and Health Enhancement Program (HEP)

Quantum Health

CareCompass.CT.gov or login to your benefits portal from Care Compass

833-740-3258

Prescription drug benefits

CVS Caremark

CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass

1-800-318-2572

Dental and Vision Rider benefits

Cigna

CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass

1-800-244-6224

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

Summary of Benefits Cigna Health and Life Insurance Company



Cigna Vision Town of Trumbull C1 - Custom PPO Comprehensive Plan

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

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C1 - Custom PPO Comprehensive Plan

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

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

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

Healthy Rewards® - Vision Network Savings Program:

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

What's Not Covered:

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

How to use your Cigna Vision Benefits

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

1. Finding a doctor

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

1. Log in to **myCigna.com**, go to your Cigna Vision coverage page and select "View Details." Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision Directory.

C1 - Custom PPO Comprehensive Plan



2. Don't have access to **myCigna.com**? Go to **Cigna.com** and click on the orange Find a Doctor tab at the top. Then select "Vision Directory", for routine eye exams and eyewear services, from the Other Directories listed below.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision customer service representative.

2. Schedule an appointment

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

3. Out-of-network plan reimbursement

How to use your Cigna Vision Benefits

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

To get a Cigna Vision claim form:

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

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

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

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



Discrimination is Against the Law

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

Cigna:

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

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

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

Cigna
Nondiscrimination Complaint Coordinator
P.O. Box 188016
Chattanooga, TN 37422

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

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-868-1019, 800-537-7697 (TDD)

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

Proficiency of Language Assistance Services

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

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

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

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

C1 - Custom PPO Comprehensive Plan



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

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-478-7557 (TTY: 800-428-4833).

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

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

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

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

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

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

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

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

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

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

Cigna Dental Benefit Summary

Town of Trumbull – Plan 2

Plan Renewal Date: 07/01/2023



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

Cigna Dental PPO				
Network Options	In-Network: State of Connecticut Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Maximum Applies to: Class I, II, III expenses	\$1,500, Class I applies No Calendar Year Maximum for Periodontal Maintenance and Periodontal Scaling & Root Planing (Class VI)			
Calendar Year Deductible				
Individual	\$0		\$0	
Family	\$0		\$0	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive	100%	0%	100%	0%
Oral Evaluations	No Deductible	No Deductible	No Deductible	No Deductible
Prophylaxis: routine cleanings				
X-rays: routine				
X-rays: non-routine				
Sealants: per tooth				
Fluoride Application				
Space Maintainers: non-orthodontic				
Class II: Basic Restorative	80%	20%	80%	20%
Emergency Care to Relieve Pain	No Deductible	No Deductible	No Deductible	No Deductible
Restorative: fillings (amalgam & composite)				
Endodontics: minor and major				
Oral Surgery: minor and major				
Anesthesia: general and IV sedation				
Periodontics: minor and major				
Repairs: Bridges, Crowns and Inlays				
Repairs: Dentures				
Denture Relines, Rebases and Adjustments				
Class III: Major Restorative	67%	33%	67%	33%
Inlays and Onlays	No Deductible	No Deductible	No Deductible	No Deductible
Dentures				
Bridges				
Prosthesis Over Implant				
Crowns: permanent cast and porcelain				
Crowns: prefabricated stainless steel / resin				
Exparel				
Class IV: Orthodontia	50%	50%	50%	50%
Coverage for Dependent Children to age 19	No Deductible	No Deductible	No Deductible	No Deductible
Lifetime Benefits Maximum: \$1,500				
Class VI: Other Periodontal Expenses	80%	20%	80%	20%
Periodontal Maintenance	No Deductible	No Deductible	No Deductible	No Deductible
Periodontal Scaling and Root Planing				

Benefit Plan Provisions:	
<i>In-Network Reimbursement</i>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
<i>Non-Network Reimbursement</i>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 95th percentile of all provider submitted amounts in the geographic area. The dentist may balance bill up to their usual fees.
<i>Cross Accumulation</i>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
<i>Calendar Year Benefits Maximum</i>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
<i>Calendar Year Deductible</i>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<i>Late Entrant Limitation Provision</i>	No coverage until the next open enrollment period. This provision does not apply to new hires.
<i>Pretreatment Review</i>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
<i>Alternate Benefit Provision</i>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not apply to fillings.
<i>Oral Health Integration Program*</i>	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to www.mycigna.com or call customer service 24/7 at 1-800-Cigna24.
<i>Timely Filing</i>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations/Exams	2 per calendar year.
X-rays (routine)	Bitewings: 1 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 60 months.
Diagnostic Casts	Payable only in conjunction with orthodontic workup.
Cleanings	2 routine and 2 periodontal maintenance procedures following active therapy per calendar year.
Fluoride Application	2 per calendar year for children under age 16.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Crowns, Bridges, Dentures and Partial	Replacement every 7 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Periodontal Treatment	Various limitations depending on the service. Frequency limit of once per 24 months.
Periodontal Surgery	Various limitations depending on the service. Frequency limit of once per 36 months.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation. 1 per 36 months.
Prosthesis Over Implant	Replacement every 7 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.

Benefit Exclusions:

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

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: ceramic, resin, or acrylic materials on crowns or bridges on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- Implants: implants or implant related services;
- Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion;
- Athletic mouth guards;
- Services performed primarily for cosmetic reasons;
- Personalization or decoration of any dental device or dental work;
- Replacement of an appliance per benefit guidelines;
- Services that are deemed to be medical in nature;
- Services and supplies received from a hospital;
- Drugs: prescription drugs;
- Charges in excess of the Maximum Reimbursable Charge.

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at Health Insurance & Medical Forms for Customers | Cigna under Dental Forms.

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