

**AGREEMENT**

Between

**THE CITY OF NORWICH**

and

**MUNICIPAL EMPLOYEES UNION**

**INDEPENDENT**

**July 1, 2019 – June 30, 2023**

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## **PREAMBLE**

THIS AGREEMENT made and entered into by and between the CITY OF NORWICH, Connecticut, hereinafter referred to as the "City" or the "Employer", and the MUNICIPAL EMPLOYEES UNION INDEPENDENT, hereinafter referred to as the "Union".

## **ARTICLE 1 - RECOGNITION**

- Section 1. The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of the Economic Development Coordinator, Director of Youth and Family Services, Senior Center Manager, Purchasing Agent, Tax Collector, Director of Community Development, Building and Housing Code Enforcement Official, Recreation Manager, Assessor, Director of Planning and Neighborhood Services, City Planner, Assistant Planner, City Engineer and Local Area Network Manager.
- Section 2. The City shall notify the Union whenever it creates any new job classification that may be appropriate for inclusion in the bargaining unit.
- Section 3. The terms and provisions of this Agreement shall be binding upon the City and the Union, and each employee in the bargaining unit described herein.

## **ARTICLE 2 - MERIT SYSTEM**

- Section 1. Chapter XIV of the Charter of the City of Norwich and the Merit System Rules promulgated in accordance with said Chapter, adopted by the Personnel and Pension Board of the City of Norwich on April 22, 1953, as amended, shall control all matters of dealing with the employee relationships between members of the Union and the City, except as the terms of this Agreement shall conflict with the terms of said Chapter XIV of the Charter or said Merit System Rules, in which case the terms of this Agreement shall be binding.
- Section 2. Notwithstanding Section 1 of this Article, any change in the Merit System Rules which may be adopted after the date of the execution of this Agreement, which change increases the benefits of all employees of the City covered by the Merit System Rules and which change provides greater benefits than the terms of this Agreement, shall supersede the terms of this Agreement with regard to such benefits. This paragraph shall not be construed to provide for the members of the Union those specific benefits not covered by the Merit System Rules which may be

included in the terms of any other Agreement between the said City and any other of its employee bargaining groups.

### **ARTICLE 3 - UNION MEMBERSHIP**

Section 1. Upon the submission by the Union of a voluntary authorization card signed by a bargaining unit member, the city agrees to immediately begin to deduct membership dues such dues shall be as fixed by the Union. Such deductions shall continue unless the employer is notified in writing by MEUI that the employee is no longer a member. MEUI reserves the right to modify and or replace any such authorization form. The monthly dues remittance to MEUI will be accompanied by a list of names and home addresses of employees from whose wages such deductions have been made.

Section 2. The Union shall notify the City in writing regarding all rates for dues. Further, the Union shall supply to the City written notice at least thirty (30) days prior to the effective date of any change in such rates for dues. It shall be the sole responsibility of the Union to solicit employees.

Section 3. The deduction of Union fees, dues or service fees for any month shall be remitted to the financial officer of the Union. The Union shall supply to the City the name and address of said financial officer. The weekly/monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section 4. No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or is collecting workers compensation.

Section 5. If not enough dues are available in one paycheck, the dues will be deducted from the next paycheck.

Section 6. The Union agrees to defend, indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, all legal fees and cost that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article of the Agreement.

### **ARTICLE 4 - UNION RIGHTS/ACTIVITIES**

Section 1. The Union shall notify the City in writing as to all officers, stewards, and staff representatives.

- Section 2. A committee consisting of not more than two (2) members of the Union shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a collective bargaining agreement when such meetings take place at a time during which members are scheduled to work.
- Section 3. No more than one (1) member of the bargaining unit shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances in accordance with Article 13, when such meetings take place at a time during which such member is scheduled to work.
- Section 4. No more than one (1) member of the bargaining unit shall be granted leave from duty with full pay for Union business, such as attending Union training, provided that the total leave shall not exceed one (1) day. All such leave shall be requested at least 10 days in advance.
- Section 5. The City shall post this Agreement to the City website within ten (10) days of its signing. The City agrees to provide a copy of the Agreement and the name of the Union Steward or Staff Representative to all new bargaining unit members within one (1) week of their initial date of hire.
- Section 6. The City shall notify each employee of his/her leave balances. Such an accounting shall be given no later than July 1<sup>st</sup> of each year.
- Section 7. The City shall prepare a list of employees covered by this Agreement showing their seniority and length of service and shall deliver the same to the Union office by July 1<sup>st</sup> of each year.
- Section 8. The City shall provide the Union with electronic notification of name, job title, department, work location, home and cell phone numbers, home address, and personal and work email addresses of any newly hired employee within fourteen (14) days of the date of hire. The Union shall conduct a new employee orientation one time per month on the first Tuesday with newly hired employees into the bargaining unit. The meeting shall not last longer than twenty (20) minutes and shall be scheduled either at the beginning or the end of the new employee's work day.
- Section 9. The Union may use City facility for Union meetings on Non-working time, as long as the Union gives 48 hours' notice.

## **ARTICLE 5 - SAVINGS CLAUSE**

- Section 1. The City retains all rights it had prior to the signing of this Agreement, except such rights as are specifically relinquished or abridged by this Agreement.
- Section 2. All job benefits presently enjoyed by the employees which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement.

## **ARTICLE 6 - WORK SCHEDULES/OVERTIME/COMPENSATORY TIME**

- Section 1. Work Schedules  
The normal workweek for full time employees shall be no less than thirty-five (35) hours per week at the scheduled hours, approved in advance by the City Manager, needed for the efficient operation of the department the employee is working in. Effective 1/1/2020, the Local Area Network Manager position in the Finance Department shall be no less than forty (40) hours per week. Notwithstanding the aforesaid, it is mutually understood and agreed that the normal workday/workweek for any employee may vary from time to time, subject to the sole discretion of the City Manager or his/her designee. Whenever possible or practicable, the City Manager or his/her designee will meet with the employee to discuss any change in the aforesaid normal workday/workweek. Failure of the City Manager or his/her designee to meet with the employee shall not be a grievable offense by the employee or the Union. Employees may be required to perform duties and responsibilities outside their normal workday/workweek schedule.
- Section 2. Overtime/Compensatory Time
- a. Notwithstanding any past practice or any other provision of this Agreement, the City and the Union agree that the positions of Assessor, Director of Planning and Neighborhood Services, Recreation Manager, City Engineer, and Director of Community Development perform as executive, administrative, and/or professional employees and as such are expressly exempted by the Fair Labor Standards Act and/or related or similar state laws from the requirement of paid overtime or compensatory time. Said employees may be required as part of their normal work schedule to regularly engage in activities necessitated by their classification outside of normal business hours (i.e.: evening meetings, emergencies, all duties and responsibilities associated with their positions, etc.) at no additional compensation. Notwithstanding the aforesaid, at the sole, unfettered discretion of the City Manager, exempt employees may be given additional time off; however, the failure to grant the same shall not be a grievable matter

by the employee or the Union. Exempt employees who are required by the City to attend regular and recurrent evening or weekend meetings or are otherwise regularly and recurrently required to perform work outside the regularly scheduled work week shall be authorized to take a comparable amount of time off during regular work hours within the current week in which time was or will be worked outside regular hours or within the following week in which time was or will be worked outside regular hours. Further, if it is determined by the City that other members of the bargaining unit are also exempt employees, they likewise will be ineligible for any compensation other than their base annual wage.

- b. If it is determined that any member of the bargaining unit is not exempt for the overtime provisions of the Fair Labor Standards Act and/or related or similar state laws, said employees who perform required work, authorized in advance by the Department Head or City Manager, in excess of thirty-five (35) hours per week but not greater than forty (40) hours per week shall be paid for such work at the straight time rate of pay or receive equivalent compensatory time off. Lunch time shall not be included as part of the aforesaid hours. All compensatory time must be taken within three (3) months of being earned or by the close of the fiscal year in which it is earned, whichever is sooner. Notwithstanding the aforesaid, the period of taking said compensatory time may be extended by mutual agreement of the parties.
- c. If it is determined that any member of the bargaining unit is not exempt from overtime provisions of the Fair Labor Standards Act and/or related similar state laws, said employees who perform required work, authorized in advance by the Department Head or City Manager, in excess of forty (40) hours per week shall be paid for such work at the applicable rate or receive compensatory time off in accordance with the provisions of Connecticut General Statutes §7-460c, as the same may be amended from time to time. Lunch time shall not be included as part of the aforesaid forty (40) hours. All compensatory time must be taken within three (3) months of being earned or by the close of the fiscal year in which it is earned, whichever is sooner. Notwithstanding the aforesaid, the period for taking said compensatory time may be extended by mutual agreement of the parties.
- d. Call-back Pay - A non-exempt employee called back to work after having left work shall receive a minimum of two (2) hours pay as provided in Sections 2(b) and 2(c) of this Article, unless the time extends to his/her regular work day.

## ARTICLE 7 - WAGES/COMPENSATION

- Section 1. Each employee covered by this Agreement shall, retroactive to July 1, 2019, receive a wage increase of 2.0% (two percent) to result in a wage or salary for the fiscal year 2019-2020 in the amount of "Step 1" base wage or salary shown in Appendix A attached hereto and made a part hereof. The Senior Center Manager shall receive an additional increase of \$1,000 prior to the 2.0% increase.
- Section 2. Each employee covered by this Agreement shall, as of July 1, 2020, receive a wage increase of 2.0% (two percent) to result in a wage or salary for the fiscal year 2020-2021 in the amount of "Step 1" base wage or salary shown in Appendix A attached hereto and made a part hereof.
- Section 3. Each employee covered by this Agreement shall, as of July 1, 2021, receive a wage increase of 2.25% (two and one quarter percent) to result in a wage or salary for the fiscal year 2021-2022 in the amount of "Step 1" base wage or salary shown in Appendix A attached hereto and made a part hereof.
- Section 4. Each employee covered by this Agreement shall, as of July 1, 2022, receive a wage increase of 2.50% (two and one half percent) to result in a wage or salary for the fiscal year 2022-2023 in the amount of "Step 1" base wage or salary shown in Appendix A attached hereto and made a part hereof.
- Section 5. Effective 1/1/2020, the regular hours of the Local Area Network Manager shall increase from no less than 35 hours per week to no less than 40 hours per week and the position's base pay shall include an additional 5 hours of compensation.
- Section 5. Effective upon the execution of this agreement, appointments to positions in this bargaining unit may have, at the discretion of the appointing authority, a starting salary at the "Probation" rate shown on Appendix A. The discretionary Probation rate will apply only to new appointees to City employment and to promotions from outside this bargaining unit. Probationary appointees will advance to the "Step 1" rate upon successful completion of the Probationary Period described in Rule IX of the City of Norwich Merit System Rules.
- Section 6. Performance Awards
- a. For bargaining unit members who are NOT department heads, the City Manager or a department head with the approval of the City Manager may grant a cash award or grant



time-off without charge to leave or loss of pay to an employee or a group of employees on the basis of:

- (1) A suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy, or other improvement of city government operations, or that achieves a significant reduction in paperwork, or otherwise brings good repute to the city; or
  - (2) A special act or service in the public interest in connection with or related to official employment.
- b. Bargaining unit members who ARE department heads may receive the same award on the same basis as (1) and (2) above if the award is proposed by a majority of all other department heads and approved by the City Manager.
  - c. A cash award under this section is a lump sum payment and is not basic pay for any purpose.
  - d. An award is subject to applicable tax rules, such as withholding.
  - e. An award may be granted to a former employee or the legal heir (s) or estate of a deceased employee.
  - f. A time-off award granted under this subpart shall not be converted to a cash payment under any circumstances.
  - g. The City shall maintain a separate account of not less than \$5,000 per year from which performance awards may be made.
  - h. There shall be no limit on size or number of awards, except that no individual employee shall be granted awards totaling more than \$500 in value, including the value of time-off awards, during any given fiscal year.
  - i. The decision to grant or not to grant a Performance Award shall not be subject to the grievance procedure.

Section 7. Effective 7/1/2016, the Local Area Network Manager will receive an annual on-call stipend in the amount of two thousand three hundred (\$2,300) dollars, payable by July 31<sup>st</sup>.

Section 8. Direct deposit with email notification is required.

The fiscal year is based on an average of two hundred sixty-one (261) days to compute the hourly rate

## ARTICLE 8 - INSURANCE

Section 1. Insurance Benefits for Employees, the City shall provide and pay for insurance for all employees covered by this Agreement in accordance with the following schedule:

- a. The City shall provide a one hundred thousand (\$100,000) dollar term life insurance policy to all members of this bargaining unit. Copy of the policy to be provided to all members.
- b. Medical Insurance: All employees shall be offered coverage by a Health Savings Account (HSA) or a Health Reimbursement Account (HRA). Plan summaries are shown in Appendix B. Employees shall pay the following percentages of the cost of the HSA or HRA plans, as shown below:

Effective and Retroactive Date of Coverage	HSA/HRA
7/1/2019	9%
7/1/2020	9%
7/1/2021	10%
7/1/2022	11%

Effective 1/1/2017, employee's enrolled in Medicare as of 1/1/2017 will enroll in the HRA plan, all other employees must enroll in the HSA plan. Employee's cost share shall be fixed each year as of June 1<sup>st</sup> each year this contract is in effect.

The Health Savings Account and the Health Reimbursement Account are a high-deductible plan, with a \$1,500 annual deductible for single members and \$3,000 annual deductible for two (2) or more members. The City will contribute sixty (60%) percent of the deductible during the life of this contract. For new employees only, the deductible shall be funded via one lump sum prorated for each full month on the insurance.

- c. Dental Insurance: The City shall provide and pay one hundred (100%) percent of the cost of individual coverage and seventy-five (75%) percent of the cost of family coverage of a co-pay dental plan with Riders A, B, and C. The employee will be required to pay, in advance, the remaining twenty-five (25%) percent of the cost of said family coverage. Plan summary shown in Appendix C.
- d. Workers' Compensation Plan: Workers' compensation shall be paid in accordance with the Workers' Compensation Act. The City shall require an employee receiving payment under the Workers' Compensation Act to submit to the City written medical reports from the employee's doctor(s) at least once a month to certify that he/she is still injured or disabled, and is not capable of returning to his/her job with the City, and that said employee has not reached the point of maximum recovery.
- e. Short Term/Long Term Disability Plans: The City will continue to provide long and short term disability coverage to members of this bargaining unit.

The Short Term Disability Plan pays, after exhaustion of accrued sick leave, a benefit of seventy (70%) percent of basic weekly earnings to a maximum payment of one thousand (\$1,000) dollars per week for up to six (6) months. Coverage is effective on the first of the month following date of appointment to a position in this bargaining unit and requires a regular working schedule of at least twenty-one (21) hours per week.

The Long Term Disability Plan has an elimination period of 180 days and pays, after exhaustion of accrued sick leave, a benefit of sixty (60%) percent of basic weekly earnings with a maximum monthly benefit of five thousand (\$5,000) dollars. Coverage is effective on the first of the month following date of appointment to a position in this bargaining unit and requires a regular working schedule of at least 30 hours per week.

- f. Right to Select Carrier: The health insurance benefits provided for in subsections a, b, and c, of Section 1 of this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. In the event the City changes insurance carrier(s), the City agrees the present level of coverage and benefits shall remain in effect. The City agrees to notify the Union of such change in provider(s).
- g. Waiver of Coverage:

- (1) Notwithstanding the above, employees may voluntarily elect to waive, in

writing, all medical insurance coverage outlined above and, in lieu thereof, shall receive an annual payment in cash of: single (\$1,500.00), two (2) person (\$2,000.00), family (\$2,500.00). Payment in lieu of coverage will only be made if the coverage cancellation is voluntary on the part of the City employee. Payment to those employees waiving coverage shall be made in equal payments in February and June. Proof of change in insurance status may be required by the City. Any payments under this Section shall not be regarded as compensation for wage, overtime, or pension calculation purposes. The waiver provision is not available to employees or eligible dependents who are able to transfer to another member's coverage that is provided by the City of Norwich, the Norwich Board of Education, or Norwich Public Utilities. It shall be the employee's responsibility to apply in writing for the aforementioned payment. Newly hired employees must apply before the end of the fiscal year (July through June) in which they are hired. Current employees must apply during the next open enrollment period following the qualifying event. If these deadlines are not met, the waiver will be denied.

- (2) Where a change in an employee's status prompts the employee to resume town-provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this Section.
- (3) Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than October 1st to be effective January 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
- (4) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 2. Insurance Benefits for Retirees:

Unless otherwise specified, effective upon the execution of this Agreement, or as soon thereafter

as possible, the City shall provide and pay for the insurance for all retirees covered by this Agreement in accordance with the following schedule:

- a. Effective July 1, 2001, The City shall provide and pay for the entire cost of a fifteen thousand (\$15,000.00) dollar Life Insurance policy for employees who retire after ten (10) years of service.
- b. For employees retiring on or after July 1, 2003, who were hired prior to 1/1/2010, the City agrees to pay one hundred (100%) percent of the cost of medical insurance premiums, including all riders provided for bargaining unit employees. In addition, the City agrees to pay fifty (50%) percent of medical insurance premiums, including all riders provided for the spouses of bargaining unit employees. The retiree will be required to pay, in advance, the remaining fifty (50%) percent of the spouse's coverage. It is mutually understood and agreed that the retiree's share of the above payments shall be deducted on a monthly basis from the retiree's pension payments or retiree will be required to pay said amount in advance to the City. Failure to make the required payments to the City will relieve the City of any further obligation to provide insurance coverage under Section 2 (b) of this Article. The City will continue to pay such premiums until the retiree and spouse reach age sixty-five (65). The City *will not* pay the cost of such coverage for any employee retiring on a disability or deferred pension.
- c. The City agrees to pay fifty (50%) percent of the cost of Major Medical Supplemental benefits, individual coverage only, for those retirees who have reached age sixty-five (65). The retiree will be required to pay, in advance, the remaining fifty (50%) percent of the cost of said coverage. The City *will not* pay the cost of such coverage for any employee retiring on disability or deferred pension.
- d. For employees retiring who were hired by the City on or after January 1, 2010, the City agrees to pay fifty (50%) percent of medical insurance premiums, including all riders provided for bargaining unit employees. In addition, the City agrees to pay twenty-five (25%) percent of medical insurance premiums, including all riders provided, for the spouses of the bargaining unit employees. The retiree will be required to pay, in advance, the remaining fifty (50%) percent of the cost of the retiree's coverage and the remaining seventy-five (75%) percent of the spouse's coverage. The City will continue to pay such premiums until the retiree and spouse reach Medicare eligibility age. It is mutually understood and agreed that the retiree's share of the above payments shall be deducted on a monthly basis from the retiree's pension payments or retiree will be required to pay said amount in advance to the City. Failure to make the required

payments to the City will relieve the City of any further obligation to provide insurance coverage. The City will not pay the cost of such coverage for any employee retiring on a disability or deferred retirement.

- e. For employees retiring who were hired by the City on or after 7/1/2013 are not eligible for retiree medical/dental insurance through the City of Norwich and the City will not pay for the cost of any insurance.
- f. Any employee retiring after January 1, 2017 who is eligible for retiree group health insurance coverage under either Section 2b or 2d of this Article 8, may elect to utilize the PPO Plan summarized in Appendix B instead of the HDHP Plan during their retirement until such time as they reach age sixty-five (65).
- g. Right to Select Carrier: The benefits provided for in subsections a, b and d of Section 2 of this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. In the event the City changes insurance carrier(s), the City agrees the present level of coverage and benefits shall remain in effect. The City agrees to meet with the Union to discuss such changes in provider(s) prior to making such changes.

Section 3. The City, in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, and so long as legally permissible, shall allow members of the bargaining unit the opportunity to elect to participate in the City's Premium Conversion Plan (hereinafter "Plan") whereby eligible employees are permitted the option to pay for medical insurance coverage as required by this Agreement with a portion of their salary prior to federal income or Social Security taxes being withheld. Subject to the provisions of the Code and the Plan, the City shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reduction under other agreements or benefit programs maintained by the City or required by law.

## ARTICLE 9 - VACATION

Section 1. Effective 7/1/2019, employees covered by this Agreement shall receive vacation leave in accordance with the following schedule:

1 year but less than 10                      3 calendar weeks' vacation

10 years but less than 20      4 calendar weeks' vacation  
20 years or more                      5 calendar weeks' vacation

- Section 2. The additional week of vacation time shall be credited to the employee on the anniversary date of his/her employment.
- Section 3. At the time of an approved retirement, death, or separation from service in good standing, all cumulative vacation leave shall be paid to the employee, his/her designated beneficiary, or in lieu thereof, to the estate of the employee.
- Section 4. Employees may take vacation leave in increments of one half (1/2) hour or more.
- Section 5. Vacation leave earned during the calendar year will be granted during the following calendar year. It cannot be carried from one year to the next, except by special permission of the department head and the Human Resources Director, for up to a maximum of six months.
- Section 6. Employee must notify supervisor or designee of intent to take time off and receive prior approval to do so. In all cases, leave shall be granted when in the opinion of the supervisor or designee, with due consideration of the wishes of the employee, it shall be convenient to the conduct of departmental operations.

## ARTICLE 10 - HOLIDAYS

- Section 1. All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays:

New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- Section 2. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, provided the same is not superseded by federal or state law.
- Section 3. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday,

provided the same is not superseded by federal or state law.

## **ARTICLE 11 - RETIREMENT AND PENSION FUND**

Section 1. Employees who are participating members of the City of Norwich Employee's Retirement Fund will continue to retire in accordance with the provisions of said Fund, as amended.

Section 2. City Pick-up of Mandatory Retirement Contributions

Notwithstanding any other provision of The City of Norwich Employee's Retirement Fund to the contrary, the City, in accordance with the provisions of Section 414(h)(2) of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, so long as legally permissible, shall pick-up mandatory employee retirement contributions with respect to bargaining unit employees payable on all salary earned on or after July 1, 1994, or whenever the last governmental action necessary to effectuate the pick-up is made, whichever date is later. Such pick-up contributions shall be in lieu of employee contributions. The City shall pick-up these employee contributions by an equivalent reductions in the cash salary of the employees. Employees shall not have the option of electing to receive the contributed amounts directly rather than having such amounts paid to The City of Norwich Employee's Retirement Fund. The employee contributions so picked-up by the City shall for all purposes (including determining "average annual pay" under The City of Norwich Employee's Retirement Fund) be considered to be included in an employee's annual gross salary and shall for all purposes be treated in the same manner and to the same extent as employee contributions made prior to July 1, 1994.

## **ARTICLE 12 - LEAVE PROVISIONS**

Section 1. Sick Leave

a. Accumulated Sick Leave

(1) Each employee covered by this Agreement shall be allowed one (1) day of sick leave with pay for each month of regular full-time service with the city. Unused sick leave shall be cumulative to a maximum of one hundred sixty (160) days.

(2) Employees may take sick leave in increments of one half (1/2) hour or more.

b. Payment for Accumulated Sick Leave



- (1) At the time of an approved retirement of any member, all sick leave up to a maximum of one hundred (100) days cumulative to the effective date of retirement shall be paid in a lump sum to the employee.
  - (2) At the time of a death of any member, all sick leave up to a maximum of one hundred (100) days cumulative to the date of the death shall be paid in a lump sum to the employee's designated beneficiary, or in lieu thereof, to the estate of the employee.
  - (3) For employees hired by the City on or after 7/1/2013, at the time of an approved retirement of any member, all sick leave up to a maximum of fifty (50) days cumulative to the effective date of retirement shall be paid in a lump sum to the employee.
  - (4) For employees hired by the City on or after 7/1/2013, at the time of a death of any member, all sick leave up to a maximum of fifty (50) days cumulative to the date of the death shall be paid in a lump sum to the employee's designated beneficiary, or in lieu thereof, to the estate of the employee.
- c. The City may require proof of illness or other uses of sick leave. In the judgment of the City, proof of sick leave may include a medical certificate acceptable to the City. For absences of three (3) days or less, proof of sickness may be required if, in the judgment of the City, there is a question of misuse of sick leave or time off. For absences of four (4) or more consecutive workdays, a medical certificate acceptable to the City, indicating the nature and probable duration of the illness or disability shall be required, and additional certificates may be required for extended illnesses.
- d. A medical certificate acceptable to the City from a licensed physician shall be required from an employee prior to returning to work after the fourth (4<sup>th</sup>) sick leave occurrence and each subsequent sick leave occurrence each calendar year. For the purpose of this Section of this Article, the term "occurrence" shall mean one (1) or more consecutive workdays. The City shall notify the employee in advance if it is going to require said employee to submit a medical certificate in accordance with this Section of this Article.
- e. The failure of an employee to provide a medical certificate pursuant to Section 1(c) and 1 (d) of this Article shall result in the employee not being paid for said sick leave absence or occurrence. Further, the employee may be subject to additional disciplinary action.

The failure of the City to request a medical certificate pursuant to Sections 1 (c), 1 (d), and 1 (e) of this Article shall not constitute a waiver by the City of this provision.

- f. The City may refuse to pay sick leave if an investigation shows falsification of any claim for sick leave benefits, in addition, the employee may be subject to additional disciplinary action by the City.
- g. Each employee who uses no sick leave hours during any calendar year shall be granted an attendance bonus of four (4) days pay, which amount shall not be used for pension purposes. Eligibility shall be determined on December 31<sup>st</sup> of each year. Payment of the bonus shall be made no later than February 28<sup>th</sup>. The attendance bonus described herein shall be cancelled by any disciplinary suspension served by an employee during a calendar year.

Section 2. Family Funeral Leave

- a. Each employee shall be granted a leave of absence with pay for a maximum of three (3) days for the purpose of attending funerals in his/her immediate family, provided such leave is approved by both the City Manager and the Director of Human Resources. "Immediate family" as used in this Article shall mean father, mother, sister, brother, husband, wife, child, foster child, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepchild, step-mother, step-father, or other relative who is an actual member of this household.
- b. In addition to Section 2a of this Article, each employee shall be granted a leave of absence with pay for a maximum of one (1) day for the purpose of attending the funerals of the member's son-in-law, daughter-in-law, brother-in-law, or sister-in-law, aunts and uncles who are siblings of the member's parents, or the spouses of such aunts and uncles, provided such leave is approved by both the City Manager and the Director of Human Resources.

Section 3. Personal Leave Days

Effective January 1, 1998, all employees of this bargaining unit shall be entitled to two (2) personal leave days each year, to be taken at the employee's discretion provided advance notice of seventy-two (72) hours is provided to the employee's Department Head. A shorter notice may be given in cases of emergency. Such personal leave days shall not be cumulative. Personal leave may be taken by the employee in increments of one half (1/2) hour.

## ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance shall be defined as an allegation of a misapplication or misinterpretation of a specific term of the Agreement, including but not limited to departmental suspension, dismissal, or other departmental disciplinary action.

Section 2. No employee will be suspended, demoted, reprimanded, discharged or otherwise disciplined without just cause.

Section 3. The aggrieved employee may be accompanied by member of the Union at any step of the grievance proceedings. A grievance shall be processed in the following three (3) steps:

STEP 1. The grievance shall be filed with the department head within ten (10) working days of the occurrence. The aggrieved employee shall meet with the department head within ten (10) working days of the filing of the grievance. In the event that the department head is the City Manager, the grievance shall be filed with the City Manager within the same ten (10) working days of its occurrence and shall be processed in accordance with STEP 2.

STEP 2. If no satisfactory settlement is reached, the grievance shall be filed with the City Manager within ten (10) working days after the decision of the department head. The aggrieved employee shall meet with the City Manager within ten (10) working days of the filing of the grievance.

STEP 3. In the event the grievance is not settled in STEP 1 or STEP 2 above, in a manner satisfactory to both parties, then either the Union or the City has the right and authority, within ten (10) working days thereafter, to submit such grievance to the Connecticut State Board of Mediation and Arbitration to arbitrate such dispute or grievance in accordance with its rules. The decision of the Board shall be final and binding upon both parties and shall have the same force and effect as a judgment of law.

Section 4. Any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the City, provided that if a grievance is not submitted by the Union to a higher step in the above procedure within the specified time limit it shall be deemed settled on the basis of the answer of the last step considered.

Section 5. When a decision is not rendered by the City at any step within the time limits specified in the

grievance procedure, the employee shall assume that no satisfactory settlement can be reached and may proceed with the next step of the grievance procedure, provided he/she does so within the specified time limits enumerated in Section 2 of this Article. Failure of the City to act shall not be construed as approval of said grievance.

## ARTICLE 14 - LAYOFFS

Section 1. The City shall have the right to lay off permanent employees for any of the following reasons:

- a. Lack of work or funds;
- b. Elimination of the position;
- c. Reorganization of a department; or
- d. Other related reasons outside the City's control.

Section 2. The duties performed by employees who have been laid off may be reassigned to other employees.

Section 3. Separation from service due to disciplinary action or penalty will not be considered a layoff.

Section 4. "Seniority" for the purpose of this Article, and only this Article, shall be defined as an employee's total length of continuous, full-time or regular part-time service in his/her present job classification by department since the employee's most recent date of hire.

Section 5. Order of Layoff

Employees will be laid off in the reverse order of seniority within a department by classification, provided that the senior employees to be retained within said classification by department are capable of filling the remaining jobs as determined by the City. When two (2) or more such employees have identical lengths of service, the layoff will be based on the date and time stamped on their applications by the Human Resources Department.

Section 6. Notice of Layoff

The City will give written notice to the employees involved and the Union's representative of a

proposed layoff. This notice shall be sent to the employees by registered or certified mail, at their last known home address as it appears in the records of the Human Resources Office, a minimum of four (4) weeks before the effective date of the layoff. It is the employee's responsibility to notify the Human Resources Office in writing of any change in address.

Section 7. Recall Rights

- a. Laid off permanent employees shall have recall rights for a period of two (2) years from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the most senior employee on layoff, by department and by classification, the first to be recalled, provided the employee possesses the prerequisite qualifications for the position as determined by the City, and the laid off employee is qualified in the judgment of the City.
- b. Recalled employees shall be credited with sick leave and seniority rights accumulated prior to a layoff, unless the same are limited or abridged by some other provision of this Agreement.
- c. Any employee who refuses recall shall lose all further recall rights. Failure to report to work within twenty (20) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Human Resources Office, shall relieve the City of any further obligation under Section 7 of this Article. It is the employee's responsibility to notify the Human Resources Office in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the City may, at its sole option, extend the date when said employee must report back to work under this Section. Failure of the City to grant the requested extension shall not be a grievable matter by the employee or the Union.
- d. An employee separated from service with the City for more than three (3) months shall be required to successfully pass a physical examination by a physician designated by the City prior to returning to work. The cost of the said examination shall be borne by the City.

## **ARTICLE 15 - MANAGEMENT RIGHTS**

Section 1. The Union recognizes that, subject to the terms of this Agreement, the City has rights, powers,

and authority to manage its own operations. These rights include, but are not limited to:

- a. Establishing standards for productivity, determining the objectives of municipal departments, determining the methods and means of fulfilling those objectives including selecting, increasing and decreasing the staff through hiring, promotion, assignment, transfer, discharge and layoff;
- b. Maintaining discipline and efficiency of employees;
- c. Establishing and changing protection standards and quality standards;
- d. Determining the need for removing, replacing and purchasing new equipment;
- e. Determining the need for purchasing or contracting for products and service for outside sources;
- f. The right to introduce new and improved methods or improve old methods of operation;
- g. Determining the need to add, alter, or discontinue services and programs;
- h. Taking necessary action to fulfill its objectives in emergencies; and
- i. Fulfilling all of its legal responsibilities.

Section 2. The City's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Agreement.

## **ARTICLE 16 - MISCELLANEOUS**

Section 1. Mileage Reimbursement/Monthly Vehicle Stipend

- a. Effective upon execution of this Agreement, employees required and authorized by the City Manager to use their personal vehicle for the conduct of City business shall be reimbursed periodically for all such mileage driven at the Internal Revenue Service limit.

- b. Employees who presently receive a monthly stipend for the use of their personal vehicle on City business shall continue to receive the same in lieu of mileage payments specified in Section 1(a) above. Said stipend shall be proportionately increased to reflect the change in mileage reimbursement specified in Section 1(a).

Section 2. Educational Reimbursement

Any employee covered by this Agreement may be reimbursed for tuition costs for formal, job related educational course(s) of study, including conferences, trainings, and seminars, up to a maximum of six hundred fifty dollars (\$650.00) annually. Said sum shall not be considered as additional compensation for pension or wage calculation purposes. Payment shall be made under the following conditions.

- a. The course selection must be approved by the department head and the City Manager prior to the employee's enrollment in the course. Failure of the City to approve any such request shall not be a grievable matter by the employee or the Union.
- b. Course selection shall be regarded by the City and employee as voluntary, and must not in any way interfere with the employee's regularly scheduled hours of employment.
- c. Reimbursement will only be granted for approved courses in which the employee receives a letter grade of "B" or better upon completion of the approved course, and further, the employee must provide proof satisfactory to the City of the aforesaid grade. In courses where the grade is pass/fail, the employee must receive a pass grade upon completion of the course and provide proof satisfactory to the City of the same.
- d. Subsequent to reimbursement for any approved course as specified above, the employee shall remain a full-time employee of the City for a minimum period of two (2) years from the date of the reimbursement/payment or be obligated to pay back said reimbursement/payment to the City. If the same occurs, the City shall be authorized to deduct said amount from any sums due to the employee upon termination of his/her employment.

Section 3. Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 4. If any Article or Section of this Agreement is declared invalid for any reason, such declaration

of invalidity shall not affect the other Articles and Sections or portions thereof which shall be valid.

## **ARTICLE 17 - SUBSTANCE ABUSE POLICY**

### **Section 1. Purposes**

The purposes of this policy are as follows:

- a. To establish and maintain a safe, healthy working environment for all employees; and
- b. To insure the reputation of the City of Norwich and its employees as good, responsible citizens worthy of public trust; and
- c. To reduce the incidents of accidental injury to person or property; and
- d. To reduce absenteeism, tardiness and indifferent job performance; and
- e. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with, alcohol or drugs.

### **Section 2. Definitions**

- a. Alcohol or Alcoholic Beverage - means any beverage that has an alcoholic content; and
- b. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it, except prescription drugs as defined in Section 2(c) of this Article; and
- c. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner; and
- d. Illegal Drug - means any drug, chemical, or controlled substance, the sale or consumption of which is illegal; and
- e. Supervisor - means the employee's immediate superior in the chain of command, or the Department Head, or the City Manager, or their designee; and



- f. Employee Assistance Program - means Employee Assistance Program provided by the City of Norwich or any agency/entity the City has contracted with to provide said Program.

Section 3. Employee Assistance Program

- a. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with, alcohol or drugs, legal or illegal is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a Supervisor, or the Department Head, or the City Manager, or their designee.
- b. Request for assistance through "recommendation" or "Supervisor/Department Head/City Manager referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- c. Employee progress will be monitored by the Department Head, or the City Manager, or their designee.
- d. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the City may grant rehabilitation leave at full pay out of accumulated sick leave. Outpatient care will be charged to sick leave. Employees who have used up accumulated sick leave may be allowed to use vacation and other accumulated leave time.
- e. To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(d) above, the employee must have been employed at least one (1) year; must maintain at least weekly contact with the Department Head or the City Manager, or their designee; and upon request must provide written certification that he/she is continuously enrolled in a treatment program and actively participating in that program. The aforesaid requirement of weekly contact and written certification shall not apply during periods of inpatient treatment.
- f. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

Section 4. Alcoholic Beverages

- a. No alcoholic beverages will be brought to work or consumed while on property owned by the City of Norwich. The City of Norwich may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.
- c. Any employee whose off-duty use of alcohol results in any violation of the Collective Bargaining Agreement between the City and the Union or the Merit System Rules of the City of Norwich, including but not limited to, excessive absenteeism or tardiness, accidents or inability to perform in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

Section 5. Prescription Drugs

- a. No prescription drug shall be brought to work by any employee other than the employee for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- b. Any employee whose improper use of prescription drugs results in any violation of the Collective Bargaining Agreement between the City of Norwich and the Union or Merit System Rules of the City of Norwich, including but not limited to, excessive absenteeism or tardiness, accidents or inability to perform in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, including suspension or termination.

Section 6. Illegal Drugs

- a. The use of an illegal drug or controlled substance or the possession of them, on or off duty, is cause for suspension or termination.
- b. The sale, trade or delivery of illegal drugs or controlled substances by an employee, on

or off duty, to another person is cause for suspension or termination, and/or for referral to law enforcement authorities.

Section 7. Procedures

The procedure of the City of Norwich in regards to employees using, possessing or under the influence of, alcohol, drugs, chemicals, or controlled substances while on duty are as follows:

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

STEP 1: Any Supervisor or Department Head who has reasonable belief that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

STEP 2: The Supervisor or his/her designee shall immediately notify the Department Head, or the City Manager, or their designee. In addition, he/she shall notify the Union President or a Union Officer.

STEP 3: Both the Supervisor and the Department Head, and/or the City Manager, or their designee, will interview the employee in the presence of the Union President or an Union Officer if readily available, and if the Supervisor and Department Head, and/or the City Manager, or their designee believe that the employee is under the influence of alcohol, drugs or chemicals, then said employee will be taken to the City's designated hospital or testing facility.

STEP 4: The decision to relieve the employee from duty shall be documented as soon as possible. The Supervisor and the Department Head, and/or the City Manager, or their designee, and the Union President or Union Officer if present, should document reasons and/or observations, such as glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

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

- (1) It shall be made clear to the employee before he/she signs the release

form that the results will be made to the Department Head and/or the City Manager and the employee, and may be used in disciplinary proceedings against the employee.

- (2) If the employee refuses to sign the appropriate release form or refuses to take the test(s), the employee will be considered in violation of this Collective Bargaining Agreement between the City of Norwich and the Union and the Merit System Rules of the City of Norwich. In which case, the employee will be relieved of duty and removed from the payroll.

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

- (1) If the test results are negative, no reference to said test will be placed in the employee's personnel file.
  - (2) When test results are positive, the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken.
  - (3) The Department Head, or the City Manager, or their designee, shall make the final determination whether the employee returns to active status or remains off duty.
  - (4) Rejection of treatment or failure to complete the program will be cause for suspension or termination.
  - (5) Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
  - (6) No employee will be eligible for the Employee Assistance Program more than one (1) time.
- b. Any employee driving a City of Norwich apparatus involved in an accident may be tested for drugs and alcohol.
  - c. Any Supervisor or Department Head or any person designated as a Supervisor who does

not relieve an employee suspected of being under the influence of alcohol, drugs or chemicals will be subject to disciplinary action.

Section 8. Effective Date - Notice to Employees - Federal/State Law

- a. The policies set forth in this Substance Abuse Policy shall be effective July 1, 1992. Each present employee will be furnished a copy of this Policy and will sign a receipt for the same. Employees hired in the future will be furnished a copy of said Policy.
- b. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

Section 9. The failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

## **ARTICLE 18 - DURATION**

Section 1. The term of this Agreement shall be from July 1, 2019 through June 30, 2023. Either party wishing to terminate, amend or modify this Agreement shall notify the other party in writing prior to such expiration date. Within twenty (20) days of receipt of such notification by either party, a conference shall be held between the City and the Union's Negotiating Committee for the purpose of such amendment, modification or termination.

Section 2. Unless otherwise indicated, all agreed upon changes in this Agreement shall become effective upon the execution of said Agreement by the parties, or as soon thereafter as possible or practicable.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 18<sup>th</sup> day of February 2020.

Signed, Sealed and Delivered in the presence of:

Bhmarks  
Witness

CITY OF NORWICH  
John Salomone  
By: John Salomone, City Manager

A  
Witness Patricia Osten

MUNICIPAL EMPLOYEES UNION  
INDEPENDENT, SEIU, LOCAL 506,  
AFL-CIO, CLC  
Thomas W White  
By: Staff Representative Thomas W White

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Katherine M. Crees  
Katherine M. Crees  
Michael Wolak  
Michael Wolak  
\_\_\_\_\_

# APPENDIX A - WAGE SCALE

Job Title	Current (7/1/18 - 6/30/19)		7/1/2019 - 6/30/2020		7/1/2020 - 6/30/2021		7/1/2021 - 6/30/2022		7/1/2022 - 6/30/2023	
	Probationary Rate	Current Step 1 Rate	Probationary Rate	Step 1 Rate	Probationary Rate	Step 1 Rate	Probationary Rate	Step 1 Rate	Probationary Rate	Step 1 Rate
Assistant Planner	\$61,110.00	\$66,000.00	\$62,332.20	\$67,320.00	\$63,578.84	\$68,666.40	\$65,009.36	\$70,211.39	\$66,634.59	\$71,966.67
Economic Development Coordinator	\$64,515.41	\$69,676.64	\$65,805.72	\$71,070.17	\$67,121.83	\$72,491.57	\$68,632.07	\$74,122.63	\$70,347.87	\$75,975.70
Senior Center Manager	\$72,355.41	\$78,143.86	\$74,822.52	\$80,726.74	\$76,318.97	\$82,341.27	\$78,036.15	\$84,193.95	\$79,987.05	\$86,298.80
Director of Community Development	\$77,188.10	\$80,544.10	\$78,731.86	\$82,154.98	\$80,306.50	\$83,798.08	\$82,113.40	\$85,683.54	\$84,166.24	\$87,825.63
Purchasing Agent	\$77,083.47	\$83,260.17	\$78,625.14	\$84,915.17	\$80,197.64	\$86,613.47	\$82,002.09	\$88,562.27	\$84,052.14	\$90,776.33
Building Official**	\$81,648.09	\$88,179.97	\$78,625.14	\$84,915.17	\$80,197.64	\$86,613.47	\$82,002.09	\$88,562.27	\$84,052.14	\$90,776.33
Tax Collector	\$79,184.72	\$85,519.49	\$80,768.41	\$87,229.88	\$82,383.78	\$88,974.48	\$84,237.42	\$90,976.41	\$86,343.36	\$93,250.82
Youth & Family Services Director	\$79,396.52	\$85,748.26	\$80,984.45	\$87,463.23	\$82,604.14	\$89,212.49	\$84,462.73	\$91,219.77	\$86,574.30	\$93,500.26
Recreation Manager	\$81,648.09	\$88,179.97	\$83,281.05	\$89,943.57	\$84,946.67	\$91,742.44	\$86,857.97	\$93,806.64	\$89,029.42	\$96,151.81
City Planner	\$81,699.10	\$88,235.04	\$83,333.08	\$89,999.74	\$84,999.74	\$91,799.73	\$86,912.23	\$93,865.22	\$89,065.04	\$96,211.85
Local Area Network Manager*	\$72,355.41	\$78,143.86	\$73,802.52	\$79,706.74	\$85,032.58	\$92,915.28	\$87,968.31	\$95,005.87	\$90,167.52	\$97,381.02
Assessor	\$89,277.62	\$96,419.84	\$91,063.17	\$98,348.24	\$92,884.43	\$100,315.20	\$94,974.33	\$102,572.29	\$97,348.69	\$105,136.60
Director of Planning & Neighborhood Services	\$89,277.62	\$96,419.84	\$91,063.17	\$98,348.24	\$92,884.43	\$100,315.20	\$94,974.33	\$102,572.29	\$97,348.69	\$105,136.60
City Engineer	\$98,121.15	\$105,970.22	\$100,083.57	\$108,089.62	\$102,085.24	\$110,251.41	\$104,382.16	\$112,732.07	\$106,991.71	\$115,550.37
*Effective 1/1/2020, Local Area Network Supervisor's annual salary			\$84,345.67	\$91,093.41						
**Building Official salary change effective upon contract signing and new hire										

## APPENDIX B – HEALTH INSURANCE SUMMARIES

CITY OF NORWICH	BENEFIT PLANS			
	Century Preferred PPO (Retirees only)		H.S.A/H.R.A.	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
<b>Cost Share Provisions:</b>				
<b>Financial:</b>				
Deductible	None	\$200/\$400/\$500	100%	\$1,500 / \$3,000
Co-insurance	None	20%		20%
Maximum Out of pocket	None	\$1,000/\$2,000/\$2,500	\$1,500/\$3,000	\$3,000/\$6,000
Maximum Lifetime Benefit Per Member	None	\$1,000,000	None	\$1,000,000
Gatekeeper Network	No	No	No	No
<b>DEPENDENT AGE LIMIT:</b>	26	26	26	26
<b>PREVENTATIVE CARE:</b>				
Physical Examination - Child	No copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Physical Examination - Adult	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Vision Examination / one every two years	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
OB/GYN visit	\$ 15 Copay	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Mammography	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
Hearing Screening / One every year	No Copayment	Deductible & Coinsurance	No Copayment	Deductible & Coinsurance
<b>OUTPATIENT CARE:</b>				
Physician Office Visit	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Specialist Office Visit	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Outpatient Surgical Services	\$ 50 per visit	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Diagnostic X-Ray / Lab Examination	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Complex Imaging (MRI, CAT, PET, etc )	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Prenatal and Postnatal Maternity Care	\$ 15 initial visit only	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Outpatient Rehabilitation	No Charge (50 visit max)	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>MENTAL HEALTH CARE:</b>				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>SUBSTANCE ABUSE:</b>				
Outpatient Treatment	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Inpatient Treatment	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>ALLERGY CARE:</b>				
Office Visit	\$ 15 copay	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Injections	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>HOSPITAL CARE:</b>				
Semi Private Hospital Admission	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Skilled Nursing and Rehabilitation Facilities	\$100 per admission	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Rehabilitative services	No charge	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
<b>HOME HEALTH CARE:</b>				
<b>EMERGENCY CARE:</b>				
Walk-in Center	\$ 15 per visit	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Emergency Room (waived fee if admitted)	\$ 50 per visit	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Ambulance Service	No charge	\$50 per visit	Subject to Deductible	Same as In-network
Urgent Care	\$ 25 per visit	Not covered	Subject to Deductible	Same as In-network
<b>Prescription Drugs:</b>				
Generic Tier 1 Drugs	\$ 5	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Listed Brand Tier 2 Drugs	\$ 20	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Non-listed Brand Tier Drugs	\$ 30	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Mail Order	\$ 0	Deductible & Coinsurance	Subject to Deductible	Deductible & Coinsurance
Annual maximum	Unlimited	Deductible & Coinsurance	Unlimited	Deductible & Coinsurance



## APPENDIX C – DENTAL PLAN SUMMARY

\* When scheduling treatment, it is important to consult with your dentist about the estimated cost for services.

COPAY DENTAL BENEFITS	Participating Dentist	Non-Participating Dentist
<p>Covered Services include:</p> <ul style="list-style-type: none"> <li>Oral Examinations</li> <li>Periapical and Bitewing X-rays</li> <li>Topical fluoride applications for those under 19</li> <li>Prophylaxis, including cleaning, scaling, and polishing</li> <li>Repair of dentures</li> <li>Palliative emergency treatment</li> <li>Routine fillings consisting of silver amalgam and tooth color materials ; including stainless steel crowns (primary teeth)</li> <li>Simple extractions</li> <li>Endodontics including pulpotomy, direct pulp capping and root canal therapy(excluding restoration)</li> </ul>	80% of the dentists usual charge or 80% of the usual, customary and reasonable charge determined by Anthem, whichever is less 20% coinsurance	Member is responsible for the difference between the amount paid by Anthem (80%) and the fee charged by the dentist.
<b>DENTAL RIDER A</b>	<b>Participating Dentist</b>	<b>Non-Participating Dentist</b>
<p>Benefits provided :</p> <ul style="list-style-type: none"> <li>Inlays (not part of a bridge)</li> <li>Onlays (not part of a bridge)</li> <li>Crown (not part of bridge)</li> <li>Space Maintainers</li> <li>Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction Apicoectomy</li> <li>No payment for replacement crowns, inlays, or onlays provided less than 5 years following (re)placement</li> </ul>	50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less 50% coinsurance	Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.
<b>DENTAL RIDER B</b>	<b>Participating Dentist</b>	<b>Non-Participating Dentist</b>
<p>Prosthetic Services :</p> <ul style="list-style-type: none"> <li>Dentures, full and partial</li> <li>Bridges, fixed and removable</li> <li>Addition of teeth to partial dentures to replace extracted teeth</li> <li>No payment for a denture or bridge replacement provided less than 5 years following (re)placement</li> </ul>	50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less 50% coinsurance	Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.
<b>DENTAL RIDER C</b>	<b>Participating Dentist</b>	<b>Non-Participating Dentist</b>
<p>Periodontal Services :</p> <ul style="list-style-type: none"> <li>Gingival curettage</li> <li>Gingivectomy and gingivoplasty</li> <li>Oseous surgery, including flap entry and closure</li> <li>Mucogingivoplasty surgery</li> <li>Management of acute infection and oral lesions</li> <li>\$500.00 yearly Max</li> </ul>	50% of the dentists usual charge or 50% of the usual and customary and reasonable charge determined by Anthem, whichever is less 50% coinsurance	Member is responsible for the difference between the amount paid by Anthem (50%) and the fee charged by the dentist.

\*This does not constitute your health plan or insurance policy. It is a general description.

