

COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF SEYMOUR

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424-UNIT 85
SEYMOUR SUPERVISORS**

JULY 1, 2018 – JUNE 30, 2023

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AGREEMENT

This Agreement is made and entered into by and between the Town of Seymour (hereinafter referred to as the "Town") and United Public Service Employees Union, Local 424 (Unit 85) (hereinafter referred to as the "Union.")

ARTICLE 1 RECOGNITION

Section 1.0. Pursuant to the Certification of Representation issued by the Connecticut State Board of Labor Relations in Decision No 3248, dated November 4, 1994 and Decision No. 4783 dated February 25, 2015, the Town hereby recognizes the Union as the exclusive collective bargaining representative for the employees of the Town who are included within the bargaining unit as described in Section 1.2 hereof with respect to their wages, hours of work and conditions of employment.

Section 1.1. Employees of the Town who are included in the bargaining unit covered by this Agreement and represented by the Union are regularly assigned to the following classifications: Recreation Director (Director of Community Services); Town Clerk; Assessor; Elderly Services Program Manager; Tax Collector; Fire Marshal; Public Works Director; Library Director, Building Inspector(s) and Public Works Foreman.

Section 1.2. The terms "employee" and "employees" as used in this Agreement will refer only to employees of the Town who are included in the bargaining unit set forth in section 1.2 above.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.0. Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part; the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualifications of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

Section 2.1. All present policies and procedures will remain in full force and effective for the duration of this Agreement unless it has been superseded by a specific provision of this Agreement.

ARTICLE 3 UNION SECURITY

Section 3.0. All present employees in the collective bargaining unit who are not members on the effective date of this Agreement or are members but hereafter cease to be Union members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the dues uniformly required of its members as a contribution toward the administration of this Agreement. All new employees shall, upon the signing of this Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, and so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the dues uniformly required of the members. Employees who withdraw or refrain from joining the Union, shall, as a condition of employment, execute in writing, a deduction authorization for the limited purpose of authorizing the Town to deduct from their wages such service fees fixed and certified in writing by the Union which would be payable by such non-union employees. The Union shall save the Town harmless from any and all claims, suits, or judgments arising from the implementation of this section.

Section 3.1. The Employer agrees to deduct weekly dues and/or fees, as certified by the President of UPSEU from the wages of all employees covered by this Agreement. The Union shall save the Town harmless from any and all claims, demands, suits or judgments arising from the implementation of this section.

Section 3.2. The dues deduction will be made weekly and the total amount so deducted will be remitted monthly to the UPSEU national office along with an itemized list of employees showing the amount of dues deducted.

ARTICLE 4 SENIORITY

Section 4.0.

- A. Town seniority is determined by the length of service with the Town since the most recent date of hire. The Town shall prepare a list of all bargaining unit employees showing their seniority and length of service with the Town and deliver same to the Union on December 1 of each year. Upon completion of their probationary period, new employees shall be added to this list
- B. Bargaining unit seniority as used in this agreement will be defined as length of service in this bargaining unit upon completion of the probationary period in Section 4.1.

Section 4.1.

- A. New employees shall serve a probationary period of six (6) months from the date of hire, which may be extended for three (3) months by mutual agreement between the First Selectman and the Union, and they shall have no seniority rights and may be dismissed without cause during this period, and such a dismissal shall not be subject to grievance and arbitration pursuant to Article 15. Probationary employees shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be regular employees and shall acquire length of service records as of the date of their employment.
- B. Employees new to positions in this bargaining unit but holding Town employment shall serve a probationary period of three (3) months from the date they come into this bargaining unit which may be extended with the Union's concurrence for an additional three (3) months. During or at the end of their probationary period, in the sole discretion of management, the employee may be returned to their prior position, and such a return to their former position shall not be subject to grievance or arbitration pursuant to Article 15. During or at the end of the probationary period, the employee may elect to return to his/her former position, provided no individual has accepted an offer of employment to fill that position. Such probationary employees shall be subject to all other provisions of this Agreement

Section 4.2. The discipline or dismissal of an employee during the probationary period shall not be subject to the grievance procedure.

Section 4.3. An employee shall lose seniority for the following reasons:

- A. Having quit voluntarily.
- B. Discharged.
- C. An absence, except in case of layoff, for three (3) consecutive working days without notifying the Town, except where an emergency reasonably justified the failure of the employee or a family member to give notice.
- D. Failure to return to work following a period of approved leave of absence
- E. Retirement.
- F. Twenty-four months following date of layoff.

ARTICLE 5 JOB POSTING

Section 5.0. The First Selectman or his/her designee shall make known all permanent vacancies for all Union positions. The Town shall post announcements for such vacancies on the Town website and shall email them to all bargaining unit employees and post announcements for such vacancies for ten (10) calendar days in Town Hall. Concurrently with the posting, the Town may also place announcements for such vacancies in at least one (1) newspaper having general circulation in this area. The President of the Union shall be given copies of the job posting. The announcement for same shall include the following: Job Title, Salary Range, Nature of Work, Minimum Qualifications, Closing Date and any other information regarding the position deemed necessary by the First Selectman. Applications shall be made on forms provided by Human Resources or the First Selectman. All applications must be sent to Human Resources or the First Selectman's Office.

Section 5.1. All vacancies for Union positions can be applied for by Town employees and others, although bargaining unit employees shall be given preference provided he/she is the most qualified applicant for the position. Applicants will be interviewed by the First Selectman, the Head of Human Resources, and where applicable, the Department Head and/or the appropriate Board, Commission, Committee, and/or by the Board of Selectmen. The majority vote of the Board of Selectmen members present will determine the filling of the position with a candidate of their choice. In the event two or more individuals are rated equally by the Board of Selectmen then the position shall be given to the most senior Town employee of those tied and ranked the same by the Board of Selectmen.

ARTICLE 6 HOURS OF WORK

Section 6.0. At the option of the Board of Selectmen, the regular hours of work for the Recreation Director; Town Clerk; Assessor; Senior Citizen's Director; Tax Collector; Building Inspector(s) and Fire Marshal shall be Monday through Thursday from 8:00 A.M. to 4:30 P.M. and Fridays 8:00 A.M. to 12:00 P.M. 45 minutes unpaid for lunch. If the Board of Selectman changes the regular workweek from a four-day workweek to a five-day workweek or vice versa, the Board shall give all affected employees at least thirty (30) days' notice. The First Selectman and employee may mutually agree to any deviations from this schedule. The Library Director shall work Tuesday from 11:00 A.M. to 8:00 P.M., Wednesday/Thursday from 8:00 A.M. to 5:30 P.M., Friday from 8:00 A.M. to 5:00 P.M., and if working on a Saturday shall be from 8:00 A.M. to 4:00 P.M. The Library Director, the Elderly Services Program Manager, and the Director of Community Services shall have the ability to flex or adjust their work hours to match the scheduling of services in their respective departments.

Section 6.1

The Public Works Foreman and Public Works Director shall work 7:00 a.m. to 3:00 p.m. Monday through Friday with a 20-minute paid lunch, 40 hours per week, and 8 hours per day. He or she shall receive comp time for all call-outs other than snow removal and for any time worked over 8

hours in a day or over 40 hours in a week at the rate of 1.5 hours of comp time for each hour of overtime worked. He or she shall receive time and one-half his or her regular hourly rate of pay for snow removal; double time on Sundays and holidays.

Public Works Foreman will be eligible for snowplowing on the same basis as Public Works Director.

Section 6.2. Employees on a Monday through Thursday schedule will be entitled to one hour of compensatory time for each hour of work in excess of eight and three-quarters ($8\frac{3}{4}$) hours or thirty-five (35) hours in a week and employees on a Monday through Friday schedule will be entitled to one hour compensatory time for each hour worked in excess of seven (7) hours in a day or thirty-five (35) hours in a week. Employees will be entitled to one hour of compensatory time for any work performed on Saturday, as such, provided Saturday is not a regularly-scheduled work day, or work performed on Sundays. Tax Collector Department employees working on Saturdays in January and July are considered regularly scheduled work days. No employee on a Monday through Thursday schedule may work more than eight and three quarters ($8\frac{3}{4}$) hours in a day, no employee on a Monday through Friday schedule may work more than seven (7) hours in a day, and no employee may work more than thirty-five (35) hours in one work week without the advance authorization of the First Selectman, which authorization will not be arbitrarily withheld.

Section 6.3. Employees required to work on their day(s) off shall be paid no less than four (4) hours at time and one-half ($1\frac{1}{2}$) the employee's regular rate of pay, regardless of hours worked. Employees ordered to return to work to perform overtime work as defined above on a regular working day shall receive not less than two (2) hours pay at time and one-half ($1\frac{1}{2}$) the employee's regular rate of pay.

ARTICLE 7 HOLIDAYS

Section 7.0. Excepting the Public Works Foreman, the following holidays shall be observed by regular full-time employees. Employees shall receive a full day's pay providing they work the last full day before and after the Holiday unless excused by the Chief Elected Official or on approved leave.

- | | | | |
|----|------------------------|-------|-------------------------------------|
| 1. | New Year's Day | 9. | Veteran's Day |
| 2. | Martin Luther King Day | 10. | Thanksgiving Day |
| 3. | President's Day | 11. | Day after Thanksgiving Day |
| 4. | Good Friday | 12. | Christmas Eve Day |
| 5. | Memorial Day | 13. | Christmas Day |
| 6. | Independence Day | 14. | Floating Holiday |
| 7. | Labor Day | 14 ½. | ½ Day for New Year's Eve Day |
| 8. | Columbus Day | | (Only if it falls on Monday-Friday) |

Section 7.1. The Public Works Foreman shall receive the same holidays to which Local 1303-24

is entitled.

Section 7.2. Employees shall earn two hours of compensatory time for every hour of work performed on a holiday. All such work performed on a holiday shall receive prior approval from the First Selectman and/or his/her designee.

Section 7.3. In the event of an unforeseen National or State holiday is declared and celebrated by the State or the Town, that day shall be added to the list of contractual holidays set forth in Section 7.0.

ARTICLE 8 VACATIONS

Section 8.0. Regular full-time employees initially hired by the Town on or before July 1, 2015 will be entitled to the following:

Completed six (6) months continuous service	One (1) week
Completed one (1) year continuous service	Two (2) weeks
Completed five (5) years continuous service	Three (3) weeks
Completed ten (10) years continuous service	Four (4) weeks
Completed fifteen (15) years continuous service*	Five (5) weeks

Section 8.1. Regular full-time employees initially hired by the Town after July 1, 2015 will be entitled to vacation in accordance with the above except their maximum amount of annual vacation shall be four (4) weeks.

Section 8.2. Any vacation time earned shall be taken within the fiscal year in which it was earned. There shall be no accumulated vacation time. No unused time will be compensated for, but retiring employees and the survivor(s) of a deceased employee shall be entitled to pay for unused vacation time not taken in that fiscal year. On the approval of the First Selectman vacation time may be extended beyond the end of the fiscal year in which it was earned.

ARTICLE 9 LEAVES

Section 9.0 - Sick Leave

- A. **Definition:** For all purposes throughout this Agreement, "sick day" is defined as "time off from work, without loss of regular pay, caused by the employee's illness, injury or other medical disability, including, but not limited to, pregnancy." Sick days shall only be applied as specifically provided herein.
- B. **Eligibility:** Eligibility for sick days is subject to the following terms and conditions:
1. The employee must notify the First Selectman by no later than his or her scheduled starting time on the first day of absence caused by his or her medical disability. If the employee knows in advance that he or she will be absent (i.e., for scheduled hospitalization, treatment, etc.), he or she must notify the First Selectman of the anticipated absence as soon as practicable. In each case, the employee is required to state the reason for and estimated length of absence.
 2. During any period of absence for medical reasons, the employee must keep the First Selectman apprised of any changes in his or her condition that might impact the anticipated date of return to work.
 3. The Town may require a physician's report after five (5) consecutive sick days or where there is a demonstrated pattern of sick day abuse by the employee.

Section 9.1. All regular full-time employees shall be granted sick leave with pay at the rate of 1 and 1/4 days per month. Fifteen sick days per year are the maximum allowed. Unused sick leave of any employee accumulated before April 1, 1985 may be taken on a first in, first out basis as sick leave, vacation (subject to First Selectman approval which shall not be arbitrarily withheld), or may be paid on termination at the rate of 60% of the sick days accrued at the rate effective January 1 of the year in which they separate.

Section 9.2. Employees may accumulate up to 60 unused sick days. Employees who have accumulated in excess of 60 unused sick days as of July 1, 2004 may retain those days. These employees may be paid for up to 12 unused sick days following the close of the Town's fiscal year.

Section 9.2A. Employees hired after July 1, 2010 may accumulate up to 45 unused sick days. These employees may be paid for up to 10 unused sick days following the close of the Town's fiscal year.

Section 9.3. Unused sick leave of any employee accumulated after July 1, 1990 may be used in the following ways:

1. The employee may use such accumulation as sick leave.

2. After notice of termination of employment for any reason other than discharge or resignation in lieu of discharge, the employee will receive his or her balance of accumulated sick time as a lump sum; provided however that employees hired prior to July 1, 2015 may use up to four hundred twenty (420) hours of accumulated sick time and/or vacation time as vacation immediately prior to their date of retirement if doing so will not be materially detrimental to operations and provided that such vacation must be completed in the same fiscal year in which it began. If allowed by CMERS, employees may purchase service credit for time represented by the accumulated, unused sick time and/or vacation time.

Section 9.4. Short-Term Disability Leave.

Effective January 1, 1995, the Town will provide for all full-time employees short-term disability leave with a weekly income benefit of seventy (70%) percent of the employee's average weekly straight time wage over the course of the twelve months preceding the date the employee becomes disabled from work, but not less than two hundred and fifty (\$250) dollars weekly.

Section 9.5. Medical Leave of Absence.

Employees may request a medical leave of absence. The length of the medical leave of absence may not exceed one year from the date of commencement of absence due to illness. When an employee is absent due to work-related or non-work-related injuries or illness, that employee's job will be held open for twelve (12) months. After 12 months, that employee's job will be posted for bidding.

Section 9.6. Light Duty Assignments.

The Town may require employees on leave due to work-related or non-work-related injuries or illnesses who are released to return to work at less than full duty to perform modified light duty work assignments consistent with the work restrictions imposed by their treating physicians.

Section 9.7.

Upon the employee's death, his or her designated beneficiary or estate shall be paid for all unused accumulated sick leave at the rate of pay in effect at the time of the employee's death.

Section 9.8.

Employees may use accumulated sick leave for illness or injury of the employee's spouse, child or parent.

Section 9.9 Family Medical Leave.

Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Section 2601 et seq., shall be granted a leave of absence in

accordance with the provisions of the FMLA, including as follows:

1. Up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. All paid accumulated unused sick, personal and vacation leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, except that the employees may retain up to one week of paid leave time. Paid leave time used for FMLA purposes shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable FMLA leave. A medical certificate acceptable to the Town shall be required for FMLA leave taken due to a serious medical condition.
2. Up to twelve (12) weeks of FMLA leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status in support of a contingency operation.
3. Up to twenty-six (26) weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

ARTICLE 10 LEAVE PROVISIONS

Section 10.0. Bereavement Leave.

All regular full-time employees shall be allowed up to:

Five (5) days leave with pay for a death in the immediate family (spouse or domestic partner or child, step-child, mother, father, sister, brother, mother-in-law, father-in-law, grandparent or grandchild);

Three (3) days leave with pay in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent or a relative domiciled at the employee's home (excluding those listed in the five (5) days leave);

One (1) day of funeral leave for cousin, aunt, uncle.

Permission to attend the funeral service of a close acquaintance without compensation may be obtained from the First Selectman.

Section 10.1. Personal Leave.

Each regular full-time employee shall receive three (3) personal days per fiscal year. No personal days can be accumulated. No unused personal days will be compensated for.

Section 10.2. Jury Duty.

Employees shall be granted leaves for required jury duty. Regular full-time employees shall receive that portion of their regular wages/salary which will, together with their jury duty pay or fees, equal their total wages/salary for the same period, less required deductions for taxes on portion of wages/salary paid to them by the Town.

Section 10.3. Emergency Call-Outs of Volunteer Firefighters, CERT and EMS Personnel.

Employees who are active members of the Seymour Volunteer Fire Department, Ambulance Corps or Community Emergency Response Team may be granted time off to answer emergency calls, provided, however, that they return to work upon completion of such emergency calls during their scheduled shift.

ARTICLE 11 SALARIES AND BENEFITS

Section 11.0. Effective July 1, 2018, bargaining unit employees shall receive 50% of the below market adjustment as follows:

• Tax Assessor:	\$5,762
• Fire Marshal:	\$5,982
• Library Director:	\$7,763
• *Public Works Director:	\$13,404
• Community Services Director:	\$5,867
• Elderly Services Program Manager:	\$4,554
• Tax Collector:	\$4,406
• Town Clerk:	\$2,236

*The Public Works Director shall receive the above amount spread out over a 3 year period, effective July 1, 2018, July 1, 2019, and July 1, 2020.

In addition, effective July 1, 2018, each bargaining unit employee shall receive a general wage increase of 2.24% and be paid in accordance with Appendix A.

Effective July 1, 2019, bargaining unit employees shall receive the remaining 50% of the above market adjustment. In addition, effective July 1, 2019, each bargaining unit employee shall receive a general wage increase of 2.24% and be paid in accordance with Appendix A.

Effective July 1, 2020, each bargaining unit employee shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A.

Effective July 1, 2021, each bargaining unit employee shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A.

Effective July 1, 2022, each bargaining unit employee shall receive a general wage increase of 2.49% and be paid in accordance with Appendix A.

Section 11.1. Years of service shall be computed from the records in the finance office that show the date of starting the job at the Town of Seymour for each employee.

Section 11.2. The Town shall pay the state fee for required licensure certifications.

Section 11.3. The Fire Marshal and Tax Assessor shall receive an annual equipment/clothing/boot advance of \$300 per year. Effective July 1, 2020, the annual equipment/clothing/boot advance shall increase to \$400.

Section 11.4.

- a. The Town shall pay the costs of all classes, seminars, symposiums and related workshops required to obtain and/or maintain licensure certification.
- b. The affected employee is responsible for submitting such costs or estimated costs for inclusion in the proposed department budget.

Section 11.5. The Public Works Foreman will receive a stipend of eighty-five dollars (\$85.00) per month for December, January, February and March for making himself available to perform snow removal outside of his regular work hours.

Section 11.6. In addition to the general wage increases for the years in question, each full-time employee will receive the following lump sum bonuses less standard deductions and withholdings:

- One thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2018.
- One thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2019.
- The last bonus of one thousand five hundred dollars (\$1,500) payable in the first paycheck of the fiscal year that begins on July 1, 2020.

Section 11.7. Effective July 1, 2018, new hires into the bargaining unit, shall receive 90% of the job rate of pay during the 1st year of such employment and 95% of the job rate of pay during the 2nd year of such employment. At the start of the 3rd year of employment with the Town, said employee shall receive 100% of the job rate of pay.

Section 11.8. The parties agree that once the Tax Collector position becomes vacant, the salary shall be adjusted and reduced by \$4,500.

ARTICLE 12 INSURANCE AND PENSION

Section 12.0. The Town will offer only a High Deductible Health Plan (HDHP) with a Health Savings Account or a Health Reimbursement Account to full-time employees and their eligible dependents or as otherwise required by law.

The Town will provide a HDHP which shall have a shared annual deductible of \$2,000 individual and \$4,000 family for in-network and out-of-network services. Once the deductible is met, the plan will pay 100% for in network services excluding prescription drug co-payments. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of \$3,000 for individual coverage and \$6,000 for aggregate family coverage. This shared in network and out-of-network out-of-pocket maximum shall be \$5,000 for individual coverage and \$10,000 for aggregate family coverage. Prescription co-pays of \$5 for generic drugs, \$25 for listed brand-name drugs, and \$40 for non-listed brand-name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum. A summary listing of benefits is provided in Appendix B.

Effective July 1, 2018, enrolled employees will pay one percent (1%) of the premium and at the rate of 2% of the premium cost effective July 1, 2019 through June 30, 2021. Effective July 1, 2021, enrolled employees will pay 3% of the premium cost. Effective July 1, 2022, enrolled employees will pay 4% of the premium cost. These contributions may be made through an IRC Section 125 Plan if the employee so elects.

A Health Savings Account (HSA) will be established by the Town for each eligible employee who participates in the HDHP Plan. For the plan years beginning on the dates below, the Town will make contributions by direct deposit to the eligible employee's HSA a portion of the in-network annual deductible based on the following percentages and schedules:

7/1/2018	50%	full amount paid on July 1, 2018
7/1/2019	50%	½ paid in July and ½ paid in January
7/1/2020	50%	½ paid in July and ½ paid in January
7/1/2021	50%	½ paid in July and ½ paid in January
7/1/2022	50%	½ paid in July and ½ paid in January

The Town's 50% contribution to the plan deductible will continue until a successor agreement becomes effective either by agreement or interest arbitration award, provided, however, that commencing July 1, 2021, one-twelfth of the annual contribution amount will be deposited each month.

For employees ineligible to contribute to a Health Savings Account, a Health Reimbursement Arrangement (HRA) will be established and funded by the Town by direct deposit to the employee's HRA in the same amount that would have been paid into an HSA had the employee been eligible and at the same times. HRA balances will roll

over year to year up to the full deductible amount. HRAs are owned by the Town, and employees forfeit their HRA balances at the end of their employment.

If an employee commences participation in the HDHP mid-year, the first employer contribution to the HSA or the HRA will be prorated based on the first full month of coverage.

The Town shall pay for any bank fees associated with the establishment of an HDHP HSA plan.

Prescription Benefits – The Town will provide a prescription drug benefit with an unlimited maximum and copayments of \$5 for generic drugs, \$25 for listed brand-name drugs, and \$40 for non-listed brand-name drugs. The benefits and terms of the Anthem prescription drug plan described herein shall continue as set forth in the Anthem master group policies in effect on July 1, 2012.

When a generic equivalent is available and eligible employees obtain a listed or non-listed brand name drug, they will be responsible for the applicable copayment plus the difference in cost between the generic and brand name drug. This provision applies regardless of whether the physician indicates *dispense as written* or *no substitute* on the prescription, unless the physician obtains prior authorization. When prior authorization is obtained, eligible employees will be responsible only for the applicable brand-name copayment. Employees shall also be eligible for mail-in prescription orders with copayments of \$5 for generic drugs, \$50 for listed brand-name drugs, and \$80 for non-listed brand-name drugs.

Section 125 Plan - Employee payments for premium costs shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

Plan Year - The plan year for the HDHP shall be July 1st through June 30th.

The foregoing benefits are subject to the terms and conditions of the carriers' master policies which shall control in all cases.

FSA Plan - All eligible employees, except those participating in the HDHP Plan, will be allowed to deposit monies into a flexible spending account ("FSA") under Section 125 of the Internal Revenue Code for the purpose of defraying additional medical costs that may be incurred by eligible employees and/or their dependents. Eligible employees participating in the HDHP Plan will be allowed to participate in the FSA for dependent care only. All eligible employees will be allowed to deposit monies into a FSA under Section 125 of the Internal Revenue Code for the purpose of dependent care expenses. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Eligible employees may also voluntarily contribute additional monies into their FSA in accordance with Sections 125, 129, and 105(h) of the Internal Revenue Code.

The Town's cost for the FSA shall not exceed \$800 for start-up, \$250 for annual renewal and \$5 per participant each month. Any additional costs associated with the FSA will be borne by all the participants in the plan.

The foregoing benefits are subject to the carriers' master policy terms and conditions which shall control in all cases.

Employees participating in the HDHP HSA plan shall not be eligible to participate in the FSA in accordance with existing law.

Section 12.1. In the event it appears that the total cost of a group health plan offered under this Agreement will trigger an excise tax under Internal Revenue Code §4980I ("Cadillac" tax), or that the Affordable Care Act, its regulations, or any other State or Federal law otherwise will materially increase the cost of the plan, either party may so notify the other party in writing, and the parties will reopen the Agreement for the limited purpose of negotiating in good faith to either modify the plan to avoid the excise tax and/or other increase in costs, or to change to a comparable plan that provides the best overall benefits while falling below the excise tax thresholds. The Town will not propose reducing the wage increases as part of any reopener negotiations. The Union may propose increasing the agreed upon general wage increases (GWI) provided for under this Agreement. The State Board of Mediation and Arbitration (SBMA) shall retain jurisdiction over this provision in the event that bargaining fails to yield an Agreement.

If necessary, as provided for in the preceding paragraph, the parties will commence negotiations in or around September 2016 or September of any subsequent year of this Agreement. In the event that the parties fail to reach agreement by December 31, 2016 or any applicable subsequent year, the issue will be submitted to final and binding interest arbitration before Gerry Weiner, Peter Blum, or another arbitrator mutually selected. The arbitrator must select the last best offer of one party or the other.

Section 12.2. If the Town of Seymour decides to change carriers during the life of this Agreement, it may do so provided the replacement plan is substantially equivalent in overall coverage and benefits when the old and new plans are compared. The foregoing benefits are subject to the carriers' master policy terms and conditions which shall control in all cases.

Section 12.3. Employees may waive all group health insurance benefits and, in lieu thereof, be remunerated in an amount of not less than 40% of the premiums saved by the Town at the time of the waiver, because of such waiver provided, employee's spouse is not in the same Collective Bargaining group or a second Seymour collective bargaining group or employed by the Town.

Section 12.4. All employees who are assigned to work 20 or more hours every week shall be covered by the provisions of the Connecticut Municipal Employee's Retirement Fund, Part B.

Section 12.5. Effective July 1, 1991, the Town shall continue to provide the above medical insurance benefits, at the Town's expense, to any full-time employee who retires under the Town's Retirement Plan, CMERS early or normal retirement eligible, or the Social Security Act, with ten years of service up to age 65, and shall provide medical insurance benefits to such retiree's spouse provided the retiree is age 55 or older and provided that the retiree pays half the

cost of the medical insurance premium to cover his/her spouse. At age 65, the Town shall provide to retirees as defined above and his/her spouse, at Town's expense, BC/BS-65 with high option insurance. However, as to the Public Works Foreman, he shall receive spousal coverage for retirees as set forth in the Collective Bargaining Agreement with Local 1303-24 and Dana Flach shall receive spousal coverage for retirees as set forth in the Collective Bargaining Agreement with AFSCME Council 4, Local 1303-240. Effective July 1, 2018, new employees in the bargaining unit shall not receive retiree medical benefits for his/her spouse.

Section 12.6. Commencing with the employee's 181st day of full-time employment, the Town shall provide a Life Insurance Policy for each full-time employee in the amount of one and one-half the amount of each employee's salary on said 181st day. Retirees who are MERF early or normal retirement eligible shall receive a \$10,000 life insurance policy.

ARTICLE 13 REDUCTION IN FORCE

Section 13.0. When insufficiency of funds necessitates a reduction in force, layoffs shall take place in the following order:

- (A) Probationary employees;
- (B) The employee with the least seniority in a department. If the laid off employee has more seniority than an employee in a comparable or lower class, then said employee may bump the least senior employee in a comparable lower paid position in another department, provided the bumping employee is capable of performing the work, without further formal training. For purposes of this section, the comparability of classes shall be based on the rates of pay as contained in Appendix A.

Section 13.1. For a period of twenty-four months from the date of layoff, laid-off employees with the most bargaining unit seniority shall be rehired first to any lower or lateral classification within the bargaining unit that the laid-off employee has the qualifications and ability to perform before any outside candidates are considered. If such a vacancy occurs, a written notice will be sent to the laid off employee's last known address, and if such employee does not respond within ten (10) business days of the date the notice is sent or is unable to return to work within twenty-one (21) days of the date the notice was sent, the employee shall lose his recall right to that vacancy.

ARTICLE 14 DISCIPLINARY ACTION

Section 14.0.

- A. Disciplinary action shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

B. Disciplinary actions ordinarily shall be preceded by an oral warning and shall include:

1. A written warning or reprimand;
2. Suspension for a period not to exceed five (5) days; and
3. Discharge

C. All disciplinary actions may be processed as grievances under Article 15.

Section 14.1. Within twenty-four (24) hours of any suspension or discharge, the employee and the President of the Union shall be furnished, in writing, a statement of the reasons for such action, the period of time for which any suspension is to be effective and the appeals procedure available under Article 15.

Section 14.2. The dismissal of the Fire Marshal is governed by the provisions of Connecticut General Statutes §29-300 and therefore the Fire Marshal shall not be entitled to grieve or arbitrate his dismissal under Article 15 below. The parties agree the provisions of Connecticut General Statutes §29-29'7 and §29-298 (removal for loss of certification; appointment of acting fire marshal; filling vacancy) apply and supersede the provisions of this agreement if conflicting.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 15.0. Grievances arising out of matters covered by this Agreement will be processed in the following manner:

- a) **Step 1:** The aggrieved employee, the Union Steward and the First Selectman shall confer in an attempt to resolve the grievance within ten (10) working days of the occurrence of the condition giving rise to the grievance or when the employee should have known of the conditions giving rise to the grievance unless extended by the mutual, written agreement of the parties. If the grievance is not resolved, the First Selectman or his designee shall set out the Town's position in writing and deliver same to the aggrieved employee and the Union within fifteen (15) working days following the conference
- b) **Step 2:** In the event there is no resolution within fifteen (15) working days following the conference in Step 1 above, the Union must file a Demand for Arbitration to the State Board of Mediation and Arbitration and subject to the following terms and conditions:
 - (1) The grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this Agreement.
 - (2) The Demand for Arbitration must be made in writing by certified mail, return receipt

requested, with a copy to the First Selectman, postmarked within the ten (10) working days immediately following the grievant's or Union's receipt of the First Selectman's response at Step One.

- (3) The Demand for Arbitration must be limited to the same grievance submitted to the First Selectman at Step One.
- (4) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, the Town violated, misinterpreted or misapplied the specific provision expressed in this Agreement as alleged in the grievance. The Arbitrator will have authority to render awards consistent with the provisions of this Agreement.
- (5) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
- (6) The cost of arbitration (including Arbitrator's fees and hearing room rental, if any, but excluding lawyer's costs and any other costs incurred exclusively by one party) will be shared equally by the Town and the Union.
- (7) Grievances must be filed for arbitration separately, and an Arbitrator may not hear or decide multiple grievances unless the Town and the Union agree, on a case by case basis, to allow the Arbitrator to do so.
- (8) Regardless of whether the grievant is an employee or the Union, only the Union shall have authority to process a grievance to arbitration.

Section 15.1. The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Town and the Union. Failure by the grievant or Union to process a grievance within the time limits provided herein shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town representatives to meet or respond to the grievance within the time limits provided herein shall permit the grievant or the Union, as appropriate, to process the grievance to the next step provided they do so within the time limits set forth herein.

Section 15.2. The Union may file a grievance at its own initiative only if the alleged facts on which the grievance is based directly affect employees in different departments or the bargaining unit as a whole, such as, for example, a claim that the Town failed to observe a holiday recognized by this Agreement. Grievances filed by the Union must be filed directly with the First Selectman, but in all other respects must comply with the provisions of this Agreement.

Section 15.3. The Union shall keep the First Selectman supplied with a current list of its officers and a current Union address and telephone number. All notices required to be provided by this Article shall be deemed provided if they are either mailed to the Union, or given to the person designated by the Union as its president.

Section 15.4. The grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving grievances.

ARTICLE 16 GENERAL SAVINGS CLAUSE

Section 16.0. Should any provision of this Agreement be determined to be invalid by a Court of competent jurisdiction the validity of the remaining portions of this Agreement shall not be affected thereby, The Parties agree to immediately commence negotiations over a substitute for the invalidated provision.

ARTICLE 17 NO STRIKE/LOCKOUT

Section 17.0. Neither the Union nor any employee shall engage in, encourage or tolerate any strike, slow down, sit down or any interruption of work in any form during this Agreement.

Section 17.1. The Town shall not engage in a lockout of its employees during the term of this Agreement.

ARTICLE 18 INTER-UNION BUMPING

Section 18.0. Section 4-11 of the Local 1303-24 contract providing that, in the event that the position of Public Works Foreman is eliminated, the employee will be eligible to bump back into the Local 1303-24 bargaining unit, is incorporated as part of this Agreement. This provision shall apply to Mr. Stevens but not his successor in the Public Works Foreman position.

ARTICLE 19 PROVISION SPECIFIC TO CRAIG STEVENS

Section 19.0. The Union agrees that the terms and conditions of employment for the next person to hold the position of Public Works Foreman after Mr. Stevens shall be as set forth in the Administrators' contract, unless the Town and the Union specifically agree otherwise. As to holidays, the next Public Works Foreman shall receive holidays as set forth for the Administrators in Section 7.0 of the UPSEU, Unit 85 contract, except that the Public Works foreman would receive the day after Christmas as a holiday instead of the Christmas Eve Day holiday; would receive a floating holiday but not Presidents' Day, and receive the half-day for the New Year's Eve Day where it falls on Monday through Friday.

ARTICLE 20 GENERAL PROVISIONS

Section 20.0. The Town shall reserve a bulletin board, accessible to the Union, for the posting

of official Union notices or announcements.

Section 20.1. Employees shall receive workers' compensation insurance, and if they are injured on the job and unable to work, they will receive the difference between their workers' compensation benefits and ninety percent (90%) of their regular base salary for up to six (6) months. Absences due to on the job injuries where the employee is receiving workers' compensation benefits will not be charged to sick leave.

Section 20.2. The Union will appoint two members to the joint management-labor safety committee which meets quarterly.

Section 20.3. One Union officer will be allowed up to three days per year to attend Union conferences without loss of pay. With the approval of the First Selectman, two Union officers may attend the same Union training conference in which event their attendance for one day will count as two days toward the three-day per year maximum.

Section 20.4. One officer of the Local Union or the Union representative who actually represents the employee(s) at any steps of the grievance procedure shall be permitted reasonable time off without loss of pay for all time actually spent in hearings. The same shall apply for the principal participants.

Section 20.5. If the governor shuts down the State, employees may stay at home without loss of pay, except to the extent that they are obligated to perform emergency functions as members of the Town of Seymour Emergency Response Team.

Section 20.6. Employees who use their private automobiles for official business as authorized by their immediate supervisor shall be compensated at the then current rate set by the IRS provided however that mileage will not be paid if the employee had access to a Town vehicle but instead chose to use his or her personal vehicle. Claims must be submitted monthly for the previous month and supported by adequate documentation. Employees must submit their compensation claim to their immediate supervisor for approval.

**ARTICLE 21
DURATION**

Section 21.0. This Agreement shall become effective on ratification by both the Town and the Union and shall continue and remain in full force and effect up to and including June 30, 2023.

FOR THE TOWN OF SEYMOUR



W. KURT MILLER
FIRST SELECTMAN

April 5, 2018

**FOR THE UNITED PUBLIC SERVICE
EMPLOYEES UNION (UPSEU), Unit 85**



KEVIN E. BOYLE JR.
President UPSEU

April 4, 2018



PAUL WETOWITZ
LOCAL UNIT PRESIDENT

April 5, 2018

**APPENDIX A
SALARY SCHEDULE**

Job Title	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
	2.24% GWI + market adjustment, excluding DPW Foreman and Building Inspector	2.24% GWI + market adjustment, excluding DPW Foreman & Building Inspector	2.49% GWI + market adjustment for DPW Director	2.49% GWI	2.49% GWI
Tax Assessor	\$80,408.17	\$85,154.85	\$87,275.20	\$89,448.36	\$91,675.62
Community Services Director	\$68,532.88	\$73,067.23	\$74,886.60	\$76,751.28	\$78,662.39
Tax Collector	\$74,214.39	\$78,129.14	\$80,074.56	\$82,068.41	\$84,111.92
Elderly Services Program Manager	\$57,670.86	\$61,290.70	\$62,816.83	\$64,380.97	\$65,984.06
Town Clerk	\$67,277.04	\$69,927.09	\$71,668.27	\$73,452.81	\$75,281.79
Fire Marshal	\$68,378.00	\$72,967.67	\$74,784.56	\$76,646.70	\$78,555.20
Public Works Foreman	\$77,076.27	\$78,802.78	\$80,764.97	\$82,776.02	\$84,837.14
Library Director	\$70,138.17	\$75,677.71	\$77,562.09	\$79,493.39	\$81,472.77
DPW Director	\$88,403.86	\$94,952.19	\$101,895.75	\$104,432.96	\$107,033.34
Building Inspector	<i>Base Salary + GWI</i>	<i>Base Salary + GWI</i>	<i>Base Salary + GWI</i>	<i>Base Salary + GWI</i>	<i>Base Salary + GWI</i>

APPENDIX B
HEALTH INSURANCE AND PRESCRIPTION: SUMMARY PLAN DESCRIPTION

HEALTH INSURANCE AND PRESCRIPTION: SUMMARY PLAN DESCRIPTION

			NEW OPTION
			BlueCare POS
Type of plan			POS
Referrals required			Yes
In Network			
Deductible			NA
Coinsurance			NA
OOP Maximum			NA
Lifetime Maximum			Unlimited
Preventive care			
Pediatric			\$10
Adult			\$10
GYN			\$10
All other Services			
Office visit copay			\$10
Specialist visit copay			\$20
Outpatient PT/OT/ST /Chiro			\$10
Allergy Services			\$10
Lab & X-ray			\$0
Inpatient copay			\$50
Out Patient Surgery			\$50
Outpatient Mental Health			\$10
Urgent Care copay			\$50
Emergency Room copay			\$50
Ambulance			\$0
DME			20% copay \$1,000 max

APPENDIX B - CONTINUED

HEALTH INSURANCE AND PRESCRIPTION: SUMMARY PLAN DESCRIPTION

Infertility Services	
Phase I	
Phase II	
Maximum	
Vision Rider	
Copayment	\$0
Frequency	1x per year
Frames Benefit	\$36
Lenses Benefit	\$48.40 - \$86.00
Contacts Benefit	yes
Out of Network	
Deductible	\$350/\$700/\$1050
Coinsurance	20%
Out of Pocket Maximum	\$2,000/\$4,000/\$6,000
Lifetime Maximum	\$1m
Prescription Drugs	
Generic	\$5
Listed Brand	\$15
Non Listed Brand	\$30
Pharmacy Day Limit	34 day - 100 unit dose
Pharmacy Maximum	Unlimited
Electron Brand	n/a
Non-Pat Claims	20%
Mail Order	\$0
MOD Day Limit	100 days
MOD Maximum	Unlimited

APPENDIX C SCHEDULE OF BENEFITS – CENTURY PREFERRED COMPREHENSIVE PLAN AND ANTHEM LUMENOS HSA PLAN SUMMARY

CENTURY PREFERRED COMPREHENSIVE PLAN

This schedule generally describes the benefits available for Covered Services under this Certificate. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Certificate. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in this Certificate.

COVERED SERVICES	IN-NETWORK	OUT-OF-NETWORK
Member Annual Deductible	\$300 individual \$600 family	\$1,000 individual \$2,000 family
Member Coinsurance	10%	30%
Member Cost-Share Maximum	\$900 individual \$1,800 family	\$3,000 individual \$6,000 family
Lifetime Maximum	Unlimited	
PREVENTIVE SERVICES		
Well Child Care: 7 exams from birth to 1 year of age 7 exams 1 to 5 years of age 1 exam every Calendar Year 5 to 22 years of age	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations: 1 exam per Calendar Year 22 years of age and older	No Cost-Share	Deductible & Coinsurance
Routine Gynecological Visit 1 visit per Calendar Year including pap smear	No Cost-Share	Deductible & Coinsurance
Mammography One baseline screening for female 35 through 39 years of age One screening mammogram every Calendar Year for female 40 and older Note: or more frequently if recommended	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations Includes those needed for travel	No Cost-Share	Deductible & Coinsurance
Vision Exams 1 vision exam and refraction every 2 Calendar Years	No Cost-Share	Deductible & Coinsurance

COVERED SERVICES	IN-NETWORK SERVICES	OUT-OF-NETWORK
Hearing Exams 1 hearing exam every Calendar Year	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible & Coinsurance	Deductible & Coinsurance
Specialty Hospital 60 days per member per Calendar Year	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Surgery (Including colonoscopy) Note: See Other Medical Services section also, for Outpatient Surgery rendered in an ambulatory surgical center.	Deductible & Coinsurance	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	No Cost-Share	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	No Cost-Share	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Chiropractic Care up to 50 combined visits per Calendar Year. Physical, occupational, and speech therapy up to 50 combined visits per Calendar Year. (Excess benefits covered as Out-Of-Network) Note: Any visits limits for physical, occupational and speech therapy will not apply to Autism Spectrum Disorder services.	\$25 Copay \$25 Copay	Deductible & Coinsurance Deductible & Coinsurance

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Autism Services: Behavioral Therapy Autism Services are subject to the following maximums per Member: <ul style="list-style-type: none"> • Children up to age 9: \$50,000 per Plan Year • Children between ages 9 -13: \$35,000 per Plan Year • Children between ages 13 -15: \$25,000 per Plan Year 	Deductible & Coinsurance	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy for up to 36 visits per cardiac episode Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible & Coinsurance	Deductible & Coinsurance
Allergy Office Visit/Testing Allergy Injections Immunotherapy or other therapy treatments Up to a maximum of 80 visits over a 3 Calendar Year period	\$25 Copay No Cost-Share	Deductible & Coinsurance Deductible & Coinsurance
MEDICAL EMERGENCY / URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Copayment waived if the Member is admitted directly to the Hospital from the emergency room Urgent Care Services	\$100 Copay \$75 Copay	Paid as an In- Network Service Paid as an In-Network Emergency Room Service
Ambulance Land and Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible & Coinsurance	Paid as an In-Network Service

PHYSICIAN MEDICAL/ SURGICAL SERVICES		
Medical Office Visit		
Primary Care Services All services provided by your PCP take this Copay. (Including surgical procedures done in the Office.)	\$25 Copay	Deductible & Coinsurance
Specialist Services (Including surgical procedures done in the Office)	\$25 Copay	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible & Coinsurance	Deductible & Coinsurance
Non-Surgical Services of a Physician or Surgeon (Specialist) (Other than a medical office visit) These services may include after care <i>or</i> attending medical care	Deductible & Coinsurance	Deductible & Coinsurance
Walk-In Center Services	\$25 per visit	Deductible & Coinsurance
Retail Health Clinic	\$25 per visit	Deductible & Coinsurance
Online Visits	\$25 per visit	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	\$25 Copay	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care Per Admission	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility Per Admission	Deductible & Coinsurance	Deductible & Coinsurance

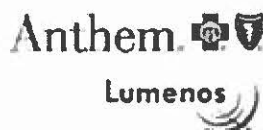
OTHER MEDICAL SERVICES		
Outpatient Surgery In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy) Note: See the Hospital Services section also for Outpatient Surgery rendered in a Hospital setting.	Deductible & Coinsurance	Deductible & Coinsurance
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible & Coinsurance	Deductible & Coinsurance
Private Duty Nursing Limited to \$50,000 per Plan Year	Not Applicable	Deductible & Coinsurance
Human Organ and Tissue Transplant Services Unlimited lifetime maximum	Deductible & Coinsurance	Deductible & Coinsurance
Home Health Care (Includes In-Home Hospice Care) Nursing and therapeutic services limited to 200 visits Home health aide services limited to 80 visits that are applicable to the 200 visit limit In the Home Hospice Medical Social Services under the direction of a Physician up to \$420.	No Cost-Share	20% Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible & Coinsurance	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Unlimited per Member per Plan Year Hearing Aid Coverage Available for dependent children age 12 years and under.	No Cost-Share No Cost-Share	Deductible & Coinsurance Deductible & Coinsurance
Ostomy Related Services	No Cost-Share	Deductible & Coinsurance
Hospice Care (inpatient)	Deductible & Coinsurance	Deductible & Coinsurance
Specialized Formula	Deductible & Coinsurance	Deductible & Coinsurance

Wig Up to \$350 Maximum per Member per Plan Year.	No Copay	No Cost-Share
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Infertility Services Please see Maternity/Family Planning Section of this document		
Office Visit	\$25 Copay	Deductible & Coinsurance
Outpatient Hospital	Same as Hospital Outpatient Cost-Share	Deductible & Coinsurance
Inpatient Hospital	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply or 100 unit dose, whichever is greater Note: If this certificate has a Prescription Drug rider, see rider for infertility drug coverage. Infertility drugs will not apply to the Prescription Drug Rider Maximum. In the absence of a prescription drug rider then the coverage stated in this Schedule of Benefits will apply.	Paid as Out-of-Network	Deductible & Coinsurance
Maternity	\$25 Copay first visit only	Deductible & Coinsurance
OTHER		
Penalty for Failure to Prior Authorize Covered Services Please note that the combined penalty amount for Facility Benefit and the Admitting Physician Benefit will be the less of \$500 or 50%.	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))

Pre-Existing Condition Limitation Exclusion – For Late Enrollees, this Certificate does not cover charges for Pre- Existing Conditions diagnosed or treated during the 6 months immediately preceding the original Effective Date of continuous coverage during the Pre-Existing Condition Limitation Period. The Pre-Existing Condition Limitation Period may last up to 12 months from your Enrollment Date. Credit from prior Creditable Coverage will be applied if applicable to reduce your specific Pre-Existing Condition Limitation Period. You will be notified in writing by Anthem BCBS exactly how many months you will be subject to this exclusion.

Note: Out of Network services applicable after Deductible and Coinsurance. Member is responsible for the difference between Maximum Allowable Amount (MAA) and total charge.



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2012, contributions can be made to your HSA up to the following:

\$1,100 individual coverage

\$6,350 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Deductible Responsibility

\$2,000 individual coverage

\$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

50% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$ 5,000 individual coverage

\$10,000 family coverage

Your out-of-pocket maximum consists of what you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

You can earn:

Complete the MyHealth Assessment online

\$50

Enroll in the MyHealth Coach Program

\$100

Graduate from the MyHealth Coach Program

\$200

Complete our Tobacco Free Program

\$50

Complete our Healthy Weight Program

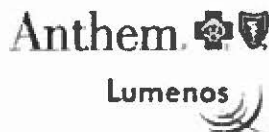
\$50

Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll-free 1-888-224-4896.

Group Gift Card

CGH5A505 w GC Rx coays NGF PY (1/12)



Lumenos HSA Plan Summary

Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 per plan year. The health information you provide is strictly confidential.
- **MyHealth Coach:** If you qualify for the MyHealth Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 for enrolling in the MyHealth Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the MyHealth Coach Program (one reward per covered person per year).
- **Tobacco Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.
- **Healthy Weight Program:** Our Healthy Weight Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18, including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DTaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18, including preventive vision exams

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DTaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Ophthalmic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member per calendar year for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy)

Retail (30 day supply)

\$10 Tier 1 copayment

\$25 Tier 2 copayment

\$40 Tier 3 copayment

Mail Order (90 day supply)

\$10 Tier 1 copayment

\$50 Tier 2 copayment

\$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

CGHSA605 w GC Rx copays NGF FY (1/12)