

COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF SEYMOUR

and the



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

JULY 1, 2023 – JUNE 30, 2028

TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 UNION SECURITY	2
ARTICLE 4 SENIORITY	2
ARTICLE 5 JOB POSTING.....	3
ARTICLE 6 HOURS OF WORK	4
ARTICLE 7 HOLIDAYS	5
ARTICLE 8 VACATIONS.....	5
ARTICLE 9 LEAVES.....	6
ARTICLE 10 LEAVE PROVISIONS	8
ARTICLE 11 SALARIES AND BENEFITS	9
ARTICLE 12 INSURANCE AND PENSION	10
ARTICLE 13 REDUCTION IN FORCE.....	13
ARTICLE 14 DISCIPLINARY ACTION.....	14
ARTICLE 15 GRIEVANCE PROCEDURE.....	14
ARTICLE 16 GENERAL SAVINGS CLAUSE.....	16
ARTICLE 17 NO STRIKE/LOCKOUT	16
ARTICLE 18 GENERAL PROVISIONS	16
ARTICLE 19 DURATION	17
APPENDIX A SALARY SCHEDULE.....	19
APPENDIX B HEALTH INSURANCE AND PRESCRIPTION: SUMMARY PLAN DESCRIPTION	20
APPENDIX C SCHEDULE OF BENEFITS – DELTA DENTAL SUMMARY OF PLAN DESCRIPTION	31

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, Tax Collector, Fire Marshal, Public Works Director, Library Director, Building Official/Director of Land Use and Code Compliance, Accounting Manager.

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. 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. The parties further agree that in the event Agency Fee union deductions become permissible by State and/or Federal law, the parties agree that the Town shall deduct the designated Agency Fee amount as provided in writing by the Union.

Section 3.1. The dues deduction will be made weekly, and the total amount deducted will be remitted monthly to the UPSEU national office along with an itemized list of employees showing the amount of dues deducted. 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 Town shall provide the UPSEU Labor Representative in writing via email within ten (10) working days the following information as it relates to new hires: 1) First and last name; 2) Job title; 3) worksite location; 4) hire date; 5) available contact information to include work phone and work email; and rate of pay.

ARTICLE 4 SENIORITY

Section 4.0.

A. Town seniority is determined by the length of service with the Town from 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 Selectperson 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 the 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 the date of layoff.

ARTICLE 5 JOB POSTING

Section 5.0. The First Selectperson 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 Selectperson. Applications shall be made on forms provided by Human Resources or the First Selectperson. All applications must be sent to Human Resources or the First Selectperson's Office.

Section 5.1. The Town shall fill any vacancy or new position in the bargaining unit by first giving preference to a current employee of the bargaining unit if said employee is qualified to fill the position, provided, however, the Town may fill said vacancy or new position by hiring an applicant whom the Town feels has better qualifications who is not in the bargaining unit.

ARTICLE 6 HOURS OF WORK

Section 6.0. At the option of the Board of Selectmen, the regular hours of work for the Director of Community Services; Town Clerk; Assessor; Tax Collector; Building Official/Director of Land Use and Code Compliance; Accounting Manager 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. including a 45-minute unpaid lunch. If the Board of Selectpersons 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 Selectperson 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, Building Official/Director of Land Use and Code Compliance, 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 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. Notwithstanding the foregoing, the Public Works Director's hours shall be 6:00 AM to 2:00 PM Memorial Day through Labor Day. He or she shall receive comp time for all call-outs other than snow removal and for any time worked over eight (8) hours in a day or over forty (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. In lieu of comp time, overtime shall be paid for hurricane and tornado events.

Section 6.2. Employees working thirty-five (35) hours per week will be entitled to one hour of compensatory time for each hour of work in excess of 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 workday, or work performed on Sundays. Tax Collector Department employees working on Saturdays in January and July are considered regularly scheduled workdays. No employee on a Monday through Friday schedule may work more than seven and three-quarter hours (7.75) hours Monday through Thursday or more than four (4) hours on Friday. No employee may work more than thirty-five (35) hours in one work week without the advance authorization of the First Selectperson, which authorization will not be arbitrarily withheld.

Section 6.3. The Public Works Director and Fire Marshal shall be paid no less than four (4) hours at time and one-half (1 1/2) the employee's regular rate of pay, regardless of hours worked, when ordered to return to work to perform overtime work as defined above.

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 | 10. Veteran's Day |
| 2. Martin Luther King Day | 11. Thanksgiving Day |
| 3. President's Day | 12. Day after Thanksgiving Day |
| 4. Good Friday | 13. Christmas Eve Day |
| 5. Memorial Day | 14. Christmas Day |
| 6. Juneteenth | 15. Floating Holiday |
| 7. Independence Day | 16. ½ Day for New Year's Eve Day |
| 8. Labor Day | (Only if it falls on Monday-Friday) |
| 9. Columbus Day | |

Section 7.1. The Public Works Director shall work President's Day and be granted an additional day off in lieu thereof.

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 Selectperson 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 Selectperson 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 Selectperson or his/her designee 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 Selectperson or his/her designee of the anticipated absence as soon as practicable. In each case, the employee is required to state the reason for an estimated length of absence.
2. During any period of absence for medical reasons, the employee must keep the First Selectperson, or his/her designee 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 for each completed month of work until the beginning of the fiscal year. All employees at the beginning of the fiscal year shall receive fifteen (15) days of sick leave to be drawn upon in the coming year. Fifteen sick days per year are the maximum allowed.

Section 9.2. Employees may accumulate up to 45 unused sick days and be paid for up to 10 unused sick days following the close of the Town's fiscal year.

Section 9.3. Unused sick leave 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 up to a maximum of forty-five (45)

days: 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. The Town will provide for all full-time employee's 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 (12) 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 (1) 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 twelve 12 months, that employee's job will be posted.

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 and vacation 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, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, stepparent, 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 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, niece, nephew.

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

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 leave 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 Callouts 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 and retroactive to July 1, 2023, each bargaining unit employee shall receive a general wage increase of 2.9% and be paid in accordance with Appendix A.
- Effective July 1, 2024, each bargaining unit employee shall receive a general wage increase of 2.75% and be paid in accordance with Appendix A.
- Effective July 1, 2025, each bargaining unit employee shall receive a general wage increase of 2.75% and be paid in accordance with Appendix A.
- Effective July 1, 2026, each bargaining unit employee shall receive a general wage increase of 2.75% and be paid in accordance with Appendix A.
- Effective July 1, 2027, each bargaining unit employee shall receive a general wage increase of 2.75% 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, Tax Assessor, Building Official/Director of Land Use and Code Compliance and Public Works Director shall receive an annual equipment/clothing/boot advance of \$500 per year.

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 Director 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. The Town shall reimburse the money spent for tuition for any employee enrolled in a course in job related subjects with the approval of the First Selectperson or his/her designee and upon the successful completion of each semester's work with a grade of B or better, up to a maximum of \$15,000 for the bargaining unit. The \$15,000 sum that is available to the bargaining unit for tuition reimbursement does not renew on an annual basis.

Section 11.7. Effective July 1, 2023, new hires into the bargaining unit shall receive 80% of the classified job rate outlined in Appendix A during the 1st year of employment. Employees shall progress to 100% of the classified job rate in 5% increments for each completed year of service.

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. The combined in-network out-of-pocket annual maximum shall be \$5,000 individual and \$6,850 family coverage. The combined out-of-network out-of-pocket annual maximum shall be \$5,000 individual and \$10,000 family coverage. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance.

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, 2023, enrolled employees will pay four percent (4%) of the premium cost.
- Effective July 1, 2024, enrolled employees will pay five percent (5%) of the premium cost.
- Effective July 1, 2025, enrolled employees will pay six percent (6%) of the premium cost.
- Effective July 1, 2026, enrolled employees will pay seven percent (7%) of the premium cost.

- Effective July 1, 2027, enrolled employees will pay eight percent (8%) 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:

- | | |
|------------|-----|
| • 7/1/2023 | 50% |
| • 7/1/2024 | 50% |
| • 7/1/2025 | 50% |
| • 7/1/2026 | 50% |
| • 7/1/2027 | 50% |

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, 2028, one-twelfth of the annual contribution amount will be deposited each month.

For employee's 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.

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 *110 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 co- payment.

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 12.2. 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 hired prior to July 1, 2023, 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, a second Seymour collective bargaining group, or employed by the Town or Seymour Board of Education.

Employees hired after July 1, 2023, may waive all group health insurance and, in lieu thereof,

be paid up to \$5,000 each year, provided the employee's spouse is not in the same collective bargaining group, a second Seymour collective bargaining group, or employed by the Town or Seymour Board of Education.

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. 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 current 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 and Building Official/Director of Land Use and Code Compliance is governed by the provisions of Connecticut General Statutes §29-300 and §29-260 and therefore the Fire Marshal and Building Official/Director of Land Use and Code Compliance shall not be entitled to grieve or arbitrate his dismissal under Article 15 below. The parties agree the provisions of Connecticut General Statutes §29-260, §29-297, §29-298 and §29-299 (removal for loss of certification; appointment of acting fire marshal; filling vacancy; Municipal building official to administer code. Appointment. Dismissal) 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 Selectperson 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 Selectperson 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 Selectperson, postmarked within the ten (10) working days immediately following the grievant's or Union's receipt of the First Selectperson's response at Step One.
- (3) The Demand for Arbitration must be limited to the same grievance submitted to the First Selectperson 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 Selectperson, but in all other respects must comply with the provisions of this Agreement.

Section 15.3. The Union shall keep the First Selectperson 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 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 Selectperson, 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 Unit 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.

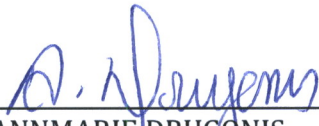
Section 20.5. If the governor shuts down the State, employees may stay at home without loss of pay, except to the extent that they are obligated to perform emergency functions as members of the Town of Seymour Emergency Response Team.

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 19 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, 2028.

FOR THE TOWN OF SEYMOUR



ANNMARIE DRUGONIS
First Selectwoman

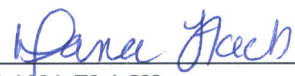
October 26th, 2023

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



KEVIN BOYLE
President, UPSEU

October 18th, 2023



DANA FLACH
Unit President

October 26, 2023

**APPENDIX A
SALARY SCHEDULE**

<u>Job Title</u>	<u>2023 – 2024</u> 2.9%	<u>2024 – 2025</u> 2.75%	<u>2025 – 2026</u> 2.75%	<u>2026 – 2027</u> 2.75%	<u>2027 – 2028</u> 2.75%
Tax Assessor	\$94,334.21	\$96,928.40	\$99,593.93	\$102,332.76	\$105,146.91
Community Services Director	\$80,943.60	\$83,169.55	\$85,456.71	\$87,806.77	\$90,221.46
Tax Collector	\$86,551.17	\$88,931.33	\$91,376.94	\$93,889.81	\$96,471.78
Town Clerk	\$77,464.96	\$79,595.25	\$81,784.12	\$84,033.18	\$86,334.10
Fire Marshal	\$80,833.30	\$83,056.22	\$85,340.27	\$87,687.13	\$90,098.53
Library Director	\$83,835.48	\$86,140.96	\$88,509.84	\$90,943.86	\$93,444.82
Building Official/Dir. Land/Code	\$95,000	97,612.50	\$100,296.84	\$103,055	\$105,889.01
Accounting Manager	\$77,823.27	\$79,963.41	\$82,162.40	\$84,421.87	\$86,743.47
Public Works Director	\$110,137.31	\$113,166.09	\$116,278.16	\$119,475.81	\$122,761.39

APPENDIX B

HEALTH INSURANCE AND PRESCRIPTION: SUMMARY PLAN DESCRIPTION

UnitedHealthcare | Connecticut | Choice Plus | DFYU MOD1 TOWN | 200

Choice Plus plan details, all in one place.

Use this benefit summary to learn more about this plan's benefits, ways you can get help managing costs and how you may get more out of this health plan.

	Check out what's included in the plan	Choice Plus
	Network coverage only You can usually save money when you receive care for covered health care services from network providers.	<input type="checkbox"/>
	Network and out-of-network benefits You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.	<input checked="" type="checkbox"/>
	Primary care physician (PCP) required With this plan, you need to select a PCP — the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.	<input type="checkbox"/>
	Referrals required You'll need referrals from your PCP before seeing a specialist or getting certain health care services.	<input type="checkbox"/>
	Preventive care covered at 100% There is no additional cost to you for seeing a network provider for preventive care.	<input checked="" type="checkbox"/>
	Pharmacy benefits With this plan, you have coverage that helps pay for prescription drugs and medications.	<input checked="" type="checkbox"/>
	Tier 1 providers Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.	<input checked="" type="checkbox"/>
	Freestanding centers You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.	<input type="checkbox"/>
	Health savings account (HSA) With an HSA, you've got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.	<input checked="" type="checkbox"/>

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

Here's a more in-depth look at how Choice Plus works.

Medical Benefits

	In Network	Out-of-Network
Annual Medical Deductible		
Single Coverage	\$2,000	\$2,000
Family Coverage	\$4,000	\$4,000

Any amount you pay for Covered Health Care Services applied to the Network Annual Deductible will be applied to the Out-of-Network Annual Deductible. Any amount you pay for Covered Health Care Services applied to the Out-of-Network Annual Deductible will be applied to the Network Annual Deductible.

No one in the family is eligible for benefits until the family coverage deductible is met.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

Annual Out-of-Pocket Limit		
Single Coverage	\$5,000	\$5,000
Family	\$6,850	\$10,000

Any amount you pay for Covered Health Care Services applied to the Network Out-of-Pocket Limit will be applied to the Out-of-Network Out-of-Pocket Limit. Any amount you pay for Covered Health Care Services applied to the Out-of-Network Out-of-Pocket Limit will be applied to the Network Out-of-Pocket Limit.

If more than one person in a family is covered under the Policy, the single coverage out-of-pocket limit does not apply.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Designated Network	Network	Out-of-Network
Preventive Care Services			
Preventive Care Services		No copay	20%*
<p>Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible.</p> <p>Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings.</p>			
Office Services - Sickness & Injury			
Primary Care Physician		No copay*	20%*
<p>Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.</p> <p>Telehealth is covered at the same cost share as in the office.</p>			
Specialist		No copay*	20%*
<p>Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.</p> <p>Telehealth is covered at the same cost share as in the office.</p>			

* After the Annual Medical Deductible has been met.

* Prior Authorization Required. Refer to CCG/BBN.

Copays (\$) and Coinsurance (%) for Covered Health Care Services

No copy*

You may have to pay an extra copay, deductible or coinsurance for physician fees or pharmaceutical products.

No copy *

20%*

20%*

Rehabilitation Services - Outpatient Therapy and Manipulative Treatment

Manipulative Treatment

No copy*

20%*

Other therapies

No copay*

20%*

Limited to 100 combined visits of occupational therapy, physical therapy & speech therapy per year.

Limited to 100 visits of manipulative treatments per year.

Limited to 36 visits of cardiac rehabilitation therapy per year.

Unlimited visits of cognitive rehabilitation therapy per year.

Unlimited visits of post-cochlear implant aural therapy per year.

Unlimited visits of pulmonary rehabilitation therapy per year.

Scopic Procedures - Outpatient Diagnostic and Therapeutic

No copy*

20%*

Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.

Surgery - Outpatient¹

No copy*

20%*

Therapeutic Treatments - Outpatient*

No copay*

20%*

Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.

Diabetes Self-Management Items^a

For medically necessary covered insulin and noninsulin drugs, you should pay no more than \$25 per prescription up to a 30-day supply. For medically necessary covered diabetes and diabetic ketoacidosis devices, you should pay no more than \$100 per prescription up to a 30-day supply.

The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.

Diabetes Self-Management and Training/Diabetic Eye Exams/Foot Care^a

The amount you pay is based on where the covered health care service is provided.

Durable Medical Equipment (DME), Orthotics and Supplies¹

No copay*

20%*

Enteral Nutrition

No copy*

20%*

Hearing Aids

No copy*

20%*

Limited to a single purchase per hearing impaired ear every 24 months.

* After the Annual Medical Conferences have been read.

*Price Authorization Required. Refer to C.O.C. 08N.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Ostomy Supplies		No copay *	20% *
Pharmaceutical Products - Outpatient		No copay *	20% *
This includes medications given at a doctor's office, or in a covered person's home.			
Prosthetic Devices [†]		No copay *	20% *
Urinary Catheters		No copay *	20% *
Pregnancy			
Pregnancy - Maternity Services [†]		The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.	
Mental Health Care & Substance Related and Addictive Disorder Services			
Inpatient [†]		No copay *	20% *
Outpatient		No copay *	20% *
Partial Hospitalization [†]		No copay *	20% *
Other Services			
Cellular and Gene Therapy [†]		The amount you pay is based on where the covered health care service is provided.	
For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.			
Clinical Trials [†]		The amount you pay is based on where the covered health care service is provided.	
Craniofacial Disorders [†]		The amount you pay is based on where the covered health care service is provided.	
Limited to Covered Persons eighteen years of age or younger when prescribed by a craniofacial team recognized by the American Cleft Palate Craniofacial Association. This does not provide coverage for cosmetic surgery.			
Dental Services [†]		The amount you pay is based on where the covered health care service is provided.	
Developmental Needs of Children & Youth with Cancer		The amount you pay is based on where the covered health care service is provided.	
Early Intervention Services		No copay *	No copay *
Fertility Preservation for Iatrogenic Infertility [†]		No copay *	20% *
Gender Dysphoria [†]		The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.	
Hospice Care [†]		No copay *	20% *
Infertility Services [†]		The amount you pay is based on where the covered health care service is provided.	

* After the Annual Medical Deductible has been met.

[†] Prior Authorization Required. Refer to CDC/BBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Lyme Disease Services

Coverage for Lyme disease treatment including up to thirty days of intravenous antibiotic therapy and/or sixty days of oral antibiotic therapy.

Medical Foods¹

Limited to medically necessary amino acid modified preparations and low protein modified food products for children up to age 12 under the direction of a Physician.

Obesity - Weight Loss Surgery¹

Pain Management

Preimplantation Genetic Testing (PGT) and Related Services¹

Reconstructive Procedures¹

Temporomandibular Joint (TMJ) Services¹

Transplantation Services¹

Vision Exams

Limited to 1 exam every 2 years.

Find a listing of UnitedHealthcare Vision Network Providers at myuhcvision.com.

Wigs - Cancer Related

Limited to wigs and other scalp hair prosthesis for a Covered Person who suffers hair loss as a result of chemotherapy when prescribed by a licensed oncologist.

Wound Care Supplies

Limited to wound care supplies for the treatment of epidermolysis bullosa as described in Section 1 of the COC.

Designated Network	Network	Out-of-Network
	The amount you pay is based on where the covered health care service is provided.	
	No copay*	20%*
	The amount you pay is based on where the covered health care service is provided.	
	No copay*	20%*
	The amount you pay is based on where the covered health care service is provided.	
	The amount you pay is based on where the covered health care service is provided.	
	No copay*	20%*
	The amount you pay is based on where the covered health care service is provided.	
	No copay*	20%*
	The amount you pay is based on where the covered health care service is provided.	
	No copay*	20%*

* After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/GBL.

Pharmacy Benefits

Pharmacy Plan Details	
Pharmacy Network	National
Prescription Drug List	Traditional
In Network and Out of Network	
Annual Pharmacy Deductible	
Individual	See the Annual Medical Deductible section
Family	See the Annual Medical Deductible section
Annual Deductible - Network and Out-of-Network	
The Pharmacy Deductible is the amount you pay for pharmacy expenses per year before you begin to receive Pharmacy Benefits.	

Prescription Drug Product Tier Level	Up to a 30-day supply		Up to a 90-day supply
	Retail and Specialty Pharmacy Network	Out-of-Network Pharmacy	Mail Order Network Pharmacy**
Tier 1 \$	\$5*	20%*	\$5*
Tier 2 \$\$	\$25*	20%*	\$50*
Tier 3 \$\$\$	\$40*	20%*	\$80*

* After the Annual Pharmacy Deductible has been met.

** Only certain Prescription Drug Products are available through mail order; please visit myuhc.com or call Customer Care at the telephone number on the back of your ID card for more information. You will be charged a retail Copayment and/or Coinsurance for 31 days or 2 times for 90 days based on the number of days supply dispensed for any Prescription Order or Refills sent to the mail order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate, rather than a 30-day supply with three refills.

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3.

If you are a member, you can find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com or calling the Customer Care number on your ID card. If you are not a member, you can view prescription information at www.uhobn.com > Benefits > Pharmacy Benefits.

For an out-of-network Pharmacy, you may have to pay the difference between the out-of-network reimbursement rate and the pharmacy's usual and customary charge.

Here's an example of how the plan's costs come into play.

1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.*

YOU PAY 20%*

YOUR PLAN PAYS 80%

3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

* Your coinsurance may vary by service. This example is for illustrative purposes only.

More ways to help manage your health plan and stay in the loop.



Search the network to find doctors.

You can go to providers in and out of our network—but when you stay in network, you'll likely pay less for care. To get started:

- Go to welcometouhc.com > Benefits > Find a Doctor or Facility.
- Choose **Search for a health plan**.
- Choose **Choice Plus** to view providers in the health plan's network.



Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to welcometouhc.com > Benefits > Pharmacy Benefits.
- Select **Traditional** to view the medications that are covered under your plan.



Access your plan online.

With myuhc.com*, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff that's good to know.

I dig it!

Other important information about your benefits.

Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult/Child)
- Glasses
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Foot Care
- Weight Loss Programs

Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuhc.com or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at myuhc.com or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

Other important information about your benefits.

Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

- A Pharmaceutical Product for which Benefits are provided in your Certificate.
- A Prescription Drug Product with either: an approved biosimilar, a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
- Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare).
- Any product dispensed for the purpose of appetite suppression or weight loss.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products even when used for the treatment of Sickness or Injury, except for the following products when administered under the direction of a Physician: 1) amino acid modified preparations and low protein medical food products for the treatment of inherited metabolic diseases, as defined by state law; and 2) Specialized Formulas when such Specialized Formulas are Medically Necessary for the treatment of a disease or condition.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee, except that such review and approval of new Prescription Drug Products and/or new dosage forms will not be required for any drug prescribed to treat a covered indication so long as the drug has been approved by the United States Food and Drug Administration.
- Certain Prescription Drug Products for tobacco cessation.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available.
- Certain compounded drugs.
- Diagnostic kits and products, including associated services.
- Drugs available over-the-counter.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Durable Medical Equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
- Experimental or Investigational or Unproven Services and medications. This exclusion does not apply to drugs for the treatment of a disabling or life-threatening chronic disease or cancer that have not been approved by the Federal Food and Drug Administration for that indication.
- General vitamins, except Prenatal vitamins, vitamins with fluoride, and single entity vitamins when accompanied by a Prescription Order or Refill.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
- Medications used for cosmetic or convenience purposes, except for medications prescribed for gender identity reasons as outlined in your Certificate of Coverage. These medications require medical necessity review by Us.
- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Care Service, except that such review and approval of new Prescription Drug Products and/or new dosage forms will not be required for any drug prescribed to treat a covered indication so long as the drug has been approved by the United States Food and Drug Administration.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin. If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator.

Online: [UHC_Civil_Rights@uhc.com](https://uhc.civilrights@uhc.com)

Mail: Civil Rights Coordinator

UnitedHealthcare Civil Rights Grievance
P.O. Box 30606, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at:

<http://www.hhs.gov/ocr/office/file/index.html>

Phone: Toll-free 1-800-368-1019, 1-800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services,
200 Independence Avenue, SW Room 509F, HHH Building
Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

ATENCIÓN: Si habla español (**Spanish**), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

XIN LUU Y: Nếu quý vị nói tiếng Việt (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

알림: 한국어 (**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

PAALALA: Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является русский (**Russian**). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте

تقديم خدمات الترجمة المجانية متاح للأشخاص الذين لغتهم الأم هي العربية (**Arabic**). يرجى الاتصال بالرقم المجاني المذكور على بطاقة التعريف الخاصة بك.

ATANSYON: Si w pale Kreyòl ayisyen (**Haitian Creole**), ou kapab benefisyè sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat identifikasyon w.

ATTENTION: Si vous parlez français (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'italiano (**Italian**), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie Deutsch (**German**) sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項: 日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

توجه: اگر زبان شما فارسی (**Farsi**) است، خدمات افراد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

ध्यान दें: यदि आप हिंदी (**Hindi**) बोलते हैं, आपको भाषा सहायता सेवाएं, नशुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर मुचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ΠΡΟΣΟΧΗ: Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

PAKDAAAR: Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan ti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

Dǫ BAA'AKONINIZIN: Diné (**Navajo**) bizaad bee yánilni'go, saad bee aka'anida'awo'igíí, t'áá jį́ik'eh, bee ná'ahóót'í. T'áá shqoqdi ninaashsoos nít'ízi bee néehozinígíí bime'déé' t'áá jį́ik'ehgo béésh bee hane'í bika'igíí bee hodiilnih.

OGOW: Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadda, oo bilaash ah, ayaa heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

ગુજરાતી (Gujarati): ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વગરના મૂલ્યે પ્રાપ્ય છે. મહેરબાની કરી તમારા ઓઇડી કાર્ડની સૂચિ પર આપેલા સભ્ય મહેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

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APPENDIX C

SCHEDULE OF BENEFITS – DELTA DENTAL SUMMARY OF PLAN DESCRIPTION



Seymour Town and BOE
Group #04494
Delta Dental PPO Plus Premier
Effective 7/1/2023

Town Plan	In-Network		Out-of-Network
	If a Delta Dental PPO™ Dentist is Used	If a Delta Dental Premier® Dentist is Used	If a Non-Participating Dentist is Used
Preventive & Diagnostic Exams & Cleanings (<i>each twice in a calendar year</i>) Bitewing X-Rays (<i>2 per calendar year for persons 18 and younger, once per calendar year for persons 19 and over</i>) Fluoride Treatments (<i>frequency limitations apply</i>) Sealants, Full Mouth X-Rays	100%	100%	100%
Basic Fillings (<i>composite fillings on all teeth</i>) Simple Extractions, Root Canals (Endodontics) Periodontics, Oral Surgery Space Maintainers, Repair of Dentures Cone Beam Radiographs, Athletic Mouth Guards	80%	80%	80%
Major Crowns & Gold Restorations Bridgework, Full & Partial Dentures	50%	50%	50%
Annual Maximum (per person)	Unlimited	Unlimited	Unlimited
Annual Deductible			
Per Person	\$50	\$50	\$50
Family Maximum	\$150	\$150	\$150
Waived for	Preventive & Diagnostic	Preventive & Diagnostic	Preventive & Diagnostic
Orthodontics Children Only to age 19 Lifetime Maximum	50% \$ 1,000	50% \$ 1,000	50% \$ 1,000

Dependents are covered to age 27.

There are not separate calendar year maximums and deductibles for each type of dentist. The calendar year maximums & deductibles cross-accumulate among Delta Dental PPO, Delta Dental Premier and non-participating dentists.

Carryover Max™ from Delta Dental allows you to increase your benefits. This valuable benefit feature allows you to carry over a portion of your unused standard annual maximum benefit limit into the next year, and beyond. You can accumulate part of your unused benefit dollars from a healthy year and use it for services such as bridges, crowns, and root canals.

Carryover Max™ is easy and automatic.

- To qualify for Carryover Max™, you must receive at least one cleaning or one oral exam during the plan year. If you don't receive a cleaning or exam, you won't be eligible to carry over any of your benefit dollars to the following year. If you fail to do so, any accumulated carryover will be lost.
- A covered person is eligible for the Carryover Max™ benefit if less than half of the standard annual maximum is used in the prior benefit year.
- Carryover Max™ allows you to carry over up to 25% of the unused portion of your standard annual maximum up to a maximum of \$500. For example, if your standard annual maximum is \$1,000, and you use \$200, you can carry over \$200 (\$800 x 25% = \$200).
- The accumulated amount can never exceed your standard annual maximum.
- Standard annual maximum dollars are used first. Carryover Max™ dollars are used after the standard annual maximum is met.

Delta Dental's Oral Health Enhancement Option enables you to receive up to four dental cleanings and/or periodontal maintenance procedures in any combination per benefit period if you have been treated for periodontal (gum) disease in the past. For the additional dental cleaning and/or periodontal maintenance procedures to be covered, you must have had periodontal surgery or periodontal scaling and planing in the past. Details on how to qualify can be found in your benefit booklet. In addition, members with defined medical conditions such as Diabetes, Cardiovascular Disease, Pregnancy or are undergoing certain Cancer treatments may qualify for up to two additional cleanings when certified by a physician or dentist.

Over 300,000 participating dental offices nationwide participate with the national Delta Dental system, although you may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the member. **Maximum benefit may be derived by utilizing the services of a participating dentist.**

Where the eligible patient is treated by a Delta Dental PPO™ dentist, the fee for the covered service(s) will not exceed the Delta Dental PPO maximum allowable charge(s). Where the eligible patient is treated by a Delta Dental Premier® dentist who does not participate in Delta Dental PPO or by a Participating Specialist, the dentist has agreed not to charge eligible patients more than the dentist's filed fee or Delta Dental's established maximum plan allowance, and Delta Dental will pay such dentists based on the least of the actual fee, the filed fee, or Delta Dental's established maximum plan allowance for the procedure(s). Claims for services provided by dentists who are neither Delta Dental Premier, Delta Dental PPO dentists, or Participating Specialists are paid based on the lesser of the dentist's actual charge or the prevailing fee. Members utilizing non-participating dentists may be billed for the difference between the dentist's charge and Delta Dental's allowable charge. Visit www.deltadentalct.com for a directory of participating dentists.

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Member ID number. If you have any questions regarding your benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

2023

Everyone Deserves a Healthy Smile



Thank you for choosing Delta Dental of Connecticut!

Check out these helpful tips to navigate the easy-to-use online member tools on our website.

MySmile®

Find free tools that make navigating your Delta Dental benefits simple and secure. The subscriber and any adult dependents on the plan can create their account with or without an ID number.

Find a Dentist

Locate a dentist near where you work or live at DeltaDentalCT.com/FAD.

View and Print ID Cards

Log in to MySmile and download your ID card from your dashboard.

Dental Care Cost Estimator

Find cost ranges for common dental care needs.

Dental Central

Read articles on the connection between a healthy smile and overall well-being. Check out [grin! magazine](#), too!

There are two easy ways to register on MySmile—from your computer or from your smartphone.

- 1 Visit DeltaDentalCT.com/MySmile and click "Register."
- 2 Choose if you're a subscriber or dependent, and select "Continue" at the bottom of the page.
- 3 Enter your name, member ID, and birthdate, and select "Continue."
- 4 Create a user name and password when prompted. Read and check the box to "Agree to Terms of Use" for our website. Click "Continue," and you should receive a verification code within five minutes, but no longer than 24 hours.
- 5 Enter the code, and click "Continue."
- 6 You now will be able to print an ID card and access your account using your newly created username and password!



Questions about your benefits or need help with online tools? Call **800-452-9310**.



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