

COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of East Windsor

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424 - Unit 91

East Windsor Municipal Clerical Employees

July 1, 2021 through June 30, 2025

RECEIVED
Town of East Windsor
Town Clerks Office

MAY 22 2023

By: Amy D. Lanni, CTC
Town Clerk

10:14am

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PREAMBLE

This Agreement has as its purpose and intent the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives.

AGREEMENT

THIS AGREEMENT is made by and between the Town of East Windsor, hereinafter referred to as the "Town" or the "Employer," and United Public Service Employees Union hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

Pursuant to Decision No 4798 dated March 13, 2015 the Town recognizes that the United Public Service Employees Union has been selected as the representative for purposes of collective bargaining by the majority of all clerical/municipal employees of the Town of East Windsor, the Town of East Windsor Police Department and the Senior Center working an average of at least twenty (20) hours per week, excluding all seasonal employees as defined in the M.E.R.A., civilian dispatchers of the East Windsor Police Department, the recording secretaries to the Boards and Commissions and the two (2) administrative assistants to the First Selectman, and that said United Public Service Employees Union is the exclusive representative of all said employees, other than the above referenced excluded positions, for the proposals of collective bargaining with respect to wages, hours, and other conditions of employment. Note: Earlier Certification of the CSBLR Decision No. 2608 dated December 31, 1987.

Pursuant to the certification of the Connecticut State Board of Labor Relations Decision No. 2608, dated December 31, 1987, the Town hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other conditions of employment, in accordance with the Municipal Employees Relations Act, as amended, for all employees of the Senior Center working an average of at least twenty (20) hours per week.

ARTICLE 2 UNION SECURITY AND UNION DUES

Section A

1. Upon receipt of an employee's signed authorization to deduct Union membership dues, the Town agrees to deduct from the pay of all its employees who authorize in writing such deductions from their wages, such membership dues and service fees, as may be fixed by UPSEU. Such deduction shall continue for the duration of the Agreement unless the employer is notified in writing by the union that the employee is no longer a member. Any employee may withdraw such authorization in writing by certified mail to UPSEU to be given sixty (60) days prior to the expiration date of the contract and to take effect upon the termination of the Agreement.

2. All sums deducted shall be remitted to UPSEU each second pay period and shall be accompanied by a record of those from whom deductions have been made with the amounts of such deductions.

Section B

1. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the Employer in reliance upon the check-off provisions of this Agreement, or on the correctness of any dues deduction authorization furnished by the Union to the Employer. The Employer shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings without cost to the Employer and in the event the Union fails to defend such suits or proceedings, the Employer shall undertake such defense and all costs thereof shall be charged to the Union.
2. The Employer shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.
3. Within two (2) weeks of the date of a new hire, within the Bargaining Unit, the First Selectman's office will provide the Union President with the contact information for the new hire.

ARTICLE 3 NO DISCRIMINATION

The Town of East Windsor is an equal opportunity employer in accordance with all Federal and State laws, statutes, and regulations.

The policy of the Town and the Union is not to discriminate against any employee due to race, color, sex, age, creed, marital status, political affiliations, gender identity or expression, sexual orientation, or union membership.

Residency shall not be a term or condition of employment for any member of this bargaining unit.

ARTICLE 4 SENIORITY

Section A – SENIORITY

The Town shall prepare a list of employees in the bargaining unit showing their seniority and length of service with the Town and deliver the same to the Union upon the signing of this Agreement. The Town will furnish the Union with an updated seniority list each year during the month of July. The length of unbroken service of the employee with the Town shall determine the seniority of the employee. Unbroken service for purposes of this contract shall include approved absences and leaves of absence. The principle of seniority within the bargaining unit shall govern and control in all cases, except that Departmental Seniority shall control when there is a reduction in the work force. The Town Hall, the Senior Center, and

the Police Department shall be considered separate units for the purposes of bumping during layoffs. There shall be no inter-unit bumping.

Section B

The probationary period for all new employees shall be one hundred and eighty (180) days during which time the employee shall have no seniority rights. They shall not be entitled to use vacation time or personal time. Employees may be terminated during the probationary period for any reason and shall have no recourse to the grievance procedures provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire.

Section C PROMOTIONS

When an employee is promoted to a higher job level, such a promotion shall be considered conditional until such employee has satisfactorily completed a trial period of sixty (60) days of work in the position, with a review on or about forty-five (45) days after the promotion. In the event that the employee does not successfully complete the trial period, he/she shall be returned to her/his former position.

Section D

1. When the Town, or the Police Commission, decides to fill a vacant bargaining unit position, or to create a new bargaining unit position, said position shall be posted in all bargaining unit work locations for a period of seven (7) working days. Said posting shall contain the qualifications required to fill the posted position. In addition to the postings, the Town agrees to provide such postings by email to all bargaining unit members. Interested employees of the bargaining unit shall apply in writing to the First selectman for the position within ten (10) working days after the initial posting of the position.
2. The qualified applicant with the ability to immediately perform the job shall be given the first opportunity to fill a promotional vacancy. If no employee in the department where the vacancy exists applies or qualifies for the vacancy, then the bargaining unit member who applies and is qualified and has the ability to immediately perform the job shall be given the first opportunity to fill the promotional vacancy. If two or more applicants are equally qualified and immediately able to perform the job, the Town, or the Police Commission, shall be guided by seniority. The qualified applicant with the ability to immediately perform the job for the purposes of this section shall be determined by the Town, or the Police Commission, on a case-by-case basis.
3. Copies of the job posting, a list of the Union members bidding for the job and the name of the person appointed shall be sent to the Union President at the time of appointment.

Section E

Seniority Rights shall be lost for the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Unauthorized absence from work for ten (10) consecutive working days

5. Lay-off in excess of recall rights or loss of recall rights

Section F

1. When a reduction in force takes place, new employees without a length of service record and part-time employees shall be laid-off first. If further layoffs take place, employees with the least seniority shall be laid-off first. For purposes of this section, "part-time employees" excludes employees who are not in the clerical bargaining unit and who are not performing similar duties of the Clerical Employees Union work.
2. Whenever an employee is scheduled to be laid-off, including an employee whose position has been eliminated, he/she shall be entitled to replace any employee with less seniority in an equal or lower paid classification for which he/she is qualified, in the opinion of the employer. The employee will receive two weeks' notice of the proposed layoff, and must notify the Town within 72 hours of the position whom he/she chooses to replace, if any. The Town will then determine if the employee who is subject to layoff is qualified for the chosen position.
3. Laid off permanent employees with the most seniority shall be re-hired first to their former position and/or positions they are qualified for and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work. Refusal to accept recall to their previous position or one they are qualified for will result in termination of employment. It is the responsibility of the employee to maintain their correct mailing address on file with the Town. Notice of a recall opening will be sent by certified mail, return receipt requested, to the most recent address provided by the employee. Failure by the employee to respond by certified mail, return receipt requested, to a recall notice within ten (10) working days will result in termination of employment.
4. Recall rights shall be for eighteen (18) months. Notwithstanding this eighteen (18) month limitation, an employee recalled to a position other than his/her former position shall be given the first opportunity to fill that former position when and if it becomes available, so long as the employee is still qualified to hold that former position and holds all licenses and certifications legally required for the position.

If an employee is unable to report to work due to a short-term medical condition on the day the opening is to be filled, the Town may elect to extend the deadline or ask that the employee provide documentation from a medical doctor in order to decline the job offer and remain on the recall list.

ARTICLE 5
REGULAR HOURS OF WORK

Section A

The regular work week for Town Hall and Town Hall Annex employees shall be thirty-five (35) hours per week. Effective 30 days following ratification of the complete agreement, Town Hall and Town Hall Annex employees shall work Monday, Tuesday, and Wednesday, 8:30 a.m. through 4:30 p.m., excluding one (1) hour for lunch. On Thursday, Town Hall and Town Hall Annex employees shall work from 8:30 a.m. to 7:00 p.m., excluding one (1) hour for lunch, and including a paid twenty (20) minute evening break. Friday, Town Hall and Town Hall Annex employees shall work from 8:30 a.m. to 1:00 p.m. and the Department of Public Works employees' hours shall be 7:30 a.m. through 3:00 p.m. Lunch

breaks shall not be taken within the last two (2) hours of the workday without prior permission from the Employee's Supervisor or if unavailable the First Selectman or the First Selectman's designee. Lunch breaks shall not be less than one (1) hour without the Supervisor's prior permission, but said approved reduced lunch break shall not be less than one-half (1/2) hour.

Section B

For full-time Senior Transportation Program Drivers, the work week shall be thirty-five (35) hours per week, Monday through Friday. For the Senior Transportation Program Coordinator, the work week shall be thirty-five (35) hours per week, Monday through Friday. For the Nutrition Site Manager, and the Assistant Program Coordinator Senior Center Lead, the work week shall be twenty-five (25) hours per week, Monday through Friday. For all Senior Center employees, the Town may assign flex schedule hours, as necessary. All senior center employees receive a paid working one half hour lunch, at their assigned working locations.

Section C

The regular work week for Police Department employees shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The regular work schedule for Police Department employees shall be 8:00a.m. to 4:00 p.m. to include a working lunch, and two (2) ten (10) minute breaks, one in the morning and one in the afternoon.

Section D

The current practice of a 15-minute morning coffee break shall be continued.

ARTICLE 6 WAGES

Section A

1. The wage scale as set forth in Appendix A to this Agreement shall be in effect during the term of this Agreement.
2. Employees shall be paid on alternating Thursdays for work performed during the previous two (2) weeks.

Section B

1. For new Town employees, the hire rate for all classifications may be up to ten percent (10%) less than the hourly rate in effect for the classification as listed in the hourly rates set forth in Appendix A to this Agreement. After six (6) months of employment, the rate may be five percent (5%) below the hourly rate in effect for each classification. After one (1) year of employment, the rate shall be the same as the hourly rate listed above for each classification.
2. For Town employees who are promoted or transferred to another position, the rate of pay may be five (5%) percent less than the hourly rate in effect for the classification as listed, for a period not to exceed six (6) months. In no event, however, shall such rate of pay be less than three (3%) percent above the rate of pay for the employee's previous position.

3. Effective July 1, 2021 - Retroactive 1.75 % gross wage increase;

Effective July 1, 2022 - Retroactive 2.25% gross wage increase

Effective July 1, 2023 - 2.25% gross wage increase.

Effective July 1, 2024 - 2.25% gross wage increase.

Section C

An employee shall be considered working in a higher classification only when he or she is requested in writing by the First Selectman or his or her designee to substitute for the higher classified employee who is absent from work, and to be responsible for a substantial part of the work of the position in the higher classification. Upon such assignment, the employee will be entitled to a differential of \$1 per hour for a period of up to 30 days. If the assignment continues beyond the 30 days, the employee shall receive a rate of pay equal to the hourly rate in effect for the higher classification.

ARTICLE 7 OVERTIME AND CALL IN

Section A

Employees, excluding Police Department employees, shall be compensated at time and one-half for all hours actually worked in excess of eight (8) in a regularly scheduled workday (or in excess of ten and one-half (10-1/2) hours on Thursdays when the evening schedule is implemented, or in excess of five and one-half (5-1/2) hours on Fridays during the one-half day schedule), or forty (40) hours in the regularly scheduled work week. Employee(s) requested to work overtime shall be given reasonable notice except in case of emergency. Except in cases of emergency overtime will be strictly voluntary and it is in the discretion of the employee, except in cases of emergency, to decline the request for overtime at any time without discipline. It is not the intent of this Paragraph, nor the intent of either party to change the current work schedule in the Contract. Employees shall only work overtime when requested to do so and then only with the advanced permission of his/her supervisor, unless an emergency or unanticipated overtime occurs.

Police Department employees shall be compensated at time and one-half for all hours actually worked in excess of eight (8) in a regularly scheduled workday or forty (40) hours in a regularly scheduled work week. All other provisions relating to overtime remain the same.

Section B

Overtime work assigned on a Sunday shall be compensated at double the employee's regular straight time hourly rate.

Section C

Any employee who is called in to work outside of normal working hours, by the Supervisor, because of an emergency or some other unscheduled event shall receive payment at the applicable overtime premium rate for all hours actually worked but in no event less than two (2) hours straight pay. Time worked pursuant to this recall provision shall not be included in calculating any entitlement to overtime.

Section D

In lieu of overtime pay, an employee may elect to receive the equivalent compensatory time and may accumulate up to thirty-five (35) hours of such time. Compensatory time must be taken in the same fiscal year earned. The compensatory time earned must be taken in increments of one-half (1/2) hour or more. Use of compensatory time is subject to the prior approval of the employee's Supervisor that will not be unreasonably withheld. Employees who have a balance of compensatory time still available at the end of a fiscal year must make arrangements to use the time or they shall be paid for the earned compensatory time paid in the first payroll in July.

ARTICLE 8
INSURANCE

Section A

1. In each year of this contract, the Town shall provide to employees who regularly work 30 or more hours per week and eligible dependents the attached health insurance, vision insurance and dental plans or equivalent plans as stated in the attached Appendix B. The Town shall only offer the Union members the State of Connecticut Insurance Partnership 2.0 for health insurance, vision, and its Dental Plan 2or their equivalent.

2. Employees shall contribute toward health and dental insurance premiums as follows:

Effective July 1, 2021, the Town will pay 86% of the insurance premium, the Union members shall pay 14% of the insurance premium.

Effective July 1, 2022, and during each year of the contract thereafter, the Town will pay 85% of the insurance premium, the Union members shall pay 15% of the insurance premium.

3. Option to waive the medical care insurance coverage:

- a. Any eligible employee may elect to waive the medical care insurance coverage, and in lieu thereof, will receive no more than four thousand dollars (\$4,000.00) in the Contract Year beginning July 1, 2021, and ending June 30, 2022, and each year thereafter of the contract. Employees who elect to make such a waiver shall notify the Town in writing during open enrollment that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans.

The Town shall make payment to all employees eligible in accordance with the above in the following manner:

- b. One-half in the first pay date in December; and One-half in the first pay date in June. Any eligible employee who has notified the Town in accordance with Section 2a above and whose insurance coverage and participation has been canceled, or any eligible employee not now participating in the insurance plans who had a change of circumstances may apply in writing to the Town to be included in the insurance plans. Upon such request and subject to

any regulations, restrictions or waiting periods which may be in effect by the insurance carrier, the eligible employee shall be reinstated.

- c. Any eligible employee who enrolls in the insurance plans in accordance with Section 2a above shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plans at no expense to the eligible employee.

Section B

The Town will provide and pay for the cost of additional insurance as shown on Appendix B for eligible employees only.

Section C

The Town has the option of providing hospitalization, medical and dental coverage through another plan and/or insurance carrier provided that advance notice is given to the Union and provided that the substituted coverage provides substantially equivalent or better benefits and services than the coverage then in effect. The Town will not raise the employee premium cost share percentage on medical insurance without an agreement reached during contract negotiations. The Town shall make all reasonable efforts to provide notice to the Union on or before April 15* of each year of this contract. The Town will make every effort to have its insurance representative meet with the Union to answer any questions that the Union may have during this period.

1. If the Union feels the new coverage is not substantially equivalent to the policy in effect, it must object to the change in writing, during the thirty (30) day period following the notice from the Town.

Section D

Effective from the date of the signing of this Agreement, current employees working less than thirty (30) hours per week who work an average of 25 or more hours per week ("Part Time Employees") shall be entitled to health insurance provided under this Article with the Town paying seventy-five (75%) percent of the cost of individual coverage only. Any Part Time Employee otherwise eligible for health insurance coverage who is hired after July 1, 2019, shall contribute forty percent (40%) of the health insurance premium for that employee, and the Town shall contribute sixty percent (60%) of such premium. Such employees shall have access to group rates for dependent coverage.

Section E

All employee contributions to the cost of insurance made pursuant to the terms of this Article shall be subject to an IRS Section 125 pre-tax arrangement to the extent permitted by law.

Section F - Retiree Insurance

Retired employees shall be able to purchase the medical care insurance set forth in Section A above at the cost paid by the Town in carrying said insurance, provided such purchase is approved by the insurance carrier, and provided further that said purchase does not create a substantial rate increase as determined by the Board of Selectmen. Retired employees do not receive a fee to waive the medical care insurance coverage as provided for in Section 8.A.3(a), above.

Section G - Dental

The Town shall provide to eligible employees and their eligible dependents a full-service dental plan equivalent to the current dental plan including Riders A, B, C and D. Employees shall contribute to the premium cost of the plan by payroll deduction at the same percentage contribution as they contribute toward health insurance premiums, as stated in section 8.A.2 above.

ARTICLE 9
SICK LEAVE

Section A

Sick leave is defined as the authorized absence from duty with pay for all of the following reasons:

1. Personal illness of the employee.
2. Incapacity or injury to the employee not arising during the course of employment such that the employee is not eligible for Workers' Compensation.
3. To meet dental or medical appointments, provided that it is not possible to arrange for such dental or medical appointments at a time other than when the employee is to be on duty; not to exceed ten (10) days per year.
4. For illness or physical incapacity in the employee's immediate family, defined as the employee's spouse, children or stepchildren, or parent (meaning biological parent or person who stood in loco parentis to an employee when the employee was a son or daughter), not to exceed ten (10) days per year.
5. Unless said leave qualifies for FMLA, in which case all accrued, unused, paid sick leave shall be utilized contemporaneously as part of the FMLA leave. If no sick leave is available, the FMLA leave shall be unpaid.

Section B

All employees hired on or after January 1, 1993 shall accrue one and one quarter (1 ¼) days of sick leave for each month of actual service (fifteen (15) days in any twelve month period.)

Sick Leave may be taken in one (1) hour increments with the employee's supervisor's approval at the employee's discretion. Each sick hour shall be paid at the employee's regular hourly rate of such employee. Any employee hired after January 1, 1993 who is laid-off, or retires, or voluntarily terminates after ten (10) years of service under the Town Pension Plan shall be entitled to accumulate up to a maximum of one hundred and sixty (160) working days, and shall receive payment at his/her current salary for thirty (30%) percent of all unused sick days up to a maximum of forty-eight (48) days.

All employees hired on or after July 1, 2008 shall be subject to all of the same provisions except that any employee hired after July 1, 2008 who is laid-off, or retires, or voluntarily terminates after ten (10) years of service under the Town Pension Plan shall be entitled to accumulate up to a maximum of one hundred and forty (140) working days, and there shall be no payment for sick days unused upon layoff, retirement or voluntary termination.

Section C

In order to earn sick leave credits in any month of service, an employee must have worked or been on approved vacation or sick leave a minimum of ten (10) working days during the month.

Section D

A medical certificate acceptable to the employer may be required after three consecutive business days of absence as a condition of authorizing sick leave.

Section E

Any employee who uses no sick leave in a fiscal year shall be awarded one day off with pay (non-cumulative).

Section F

Employees of the Senior Center working less than thirty-five (35) hours per week shall be entitled to the leave provided under this Article on a pro-rated basis.

Section G

If an employee should die while employed by the Town, and the employee is eligible for sick leave payments for unused sick days under Section B above, payment shall be made to the eligible employee's surviving spouse, minor children, or other beneficiaries.

Section H

An employee may donate sick leave to another employee who is in need due to extended illness, injury, or incapacity.

ARTICLE 10
LEAVES

Section A - Personal Leave

1. Each employee hired before October 13, 2022, upon satisfactory completion of the probationary period, shall be credited with six (6) personal days which may be utilized in the first year of employment. Thereafter on the employee's anniversary date of hire, the employee shall be credited with six (6) personal leave days which may be used in the ensuing year. Personal days may not be accumulated from one year to another.
2. Each employee hired after October 13, 2022, upon satisfactory completion of the probationary period, shall be credited with four (4) personal days which may be utilized in the first year of employment. Thereafter on the employee's anniversary date of hire, the employee shall be credited with four (4) personal leave days which may be used in the ensuing year. Personal days may not be accumulated from one year to another.

3. Employees shall notify their supervisor(s) of their intent to use personal leave time at least twenty-four (24) hours prior to the time when the leave is to be taken. In emergency or unusual situations, this requirement may be waived by the employer.
4. Personal leave may be utilized in increments of not less than one (1) hour.

Section B - Jury Duty

Employees who are required to serve jury duty shall be permitted leave with full pay to do so, provided the Town is reimbursed by the employee to the extent compensation is received as a juror, and provided further that the employee shall report to work immediately upon being notified by the court that jury service is no longer required on a given day if such notice is received prior to 12:00 noon that day. Employees must provide the Town's First Selectman with a copy of the jury notification and proof that he/she served on a jury.

Section C - Bereavement Leave

In the event of the death in any employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than four (4) scheduled working days up to and including the day of the funeral. "Immediate family" is defined as including mother, father, stepmother, stepfather, grandparents, sister, brother, spouse) or child of an employee, or mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, or daughter-in-law, or legal guardian of employee.

Not more than two (2) scheduled working days shall be granted with pay at the employee's normal rate to permit an employee to attend the funeral or memorial service of the employee's aunt, uncle, or other member of employee's household. For employees hired before October 13, 2022, not more than one (1) scheduled working day shall be granted at the employee's normal rate to permit an employee to attend the funeral or memorial service of the employee's great aunt, great uncle, or cousin. For employees hired after October 13, 2022, no scheduled working days shall be paid for an employee to attend the funeral or memorial service of the employee's great aunt, great uncle, or cousin (the employee may use other available PTO).

The employer may require acceptable proof of death as a condition for granting leave pursuant to this Article.

Section D - Pro Rata Leaves

Employees working more than nineteen (19) but less than thirty-five (35) hours per week shall be entitled to the leave provided under this Article on a pro-rated basis.

ARTICLE 11
HOLIDAYS

Section A

Employees shall receive the following holidays on these days:

| | |
|-----------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Good Friday |

Memorial Day
One (1) floating holiday
Columbus Day
Thanksgiving Day
Christmas Day

Independence Day
Labor Day
Veterans Day
Day after Thanksgiving

Senior Center employees working more than twenty (20) but less than thirty-five (35) hours per week shall be paid for holidays on a pro-rated basis.

Section B

When a holiday occurs, employees shall receive the day off with pay. If employees are required to work on the holiday, they shall be paid double time plus holiday pay for all hours actually worked on the holiday and shall collect normal holiday pay for the remaining hours in the workday not actually worked. All holiday work must be approved in advance by the First Selectman/employer.

Section C

To the extent applicable, holidays shall be observed as indicated in the Connecticut General Statutes. When a holiday falls on a Saturday or Sunday, it will be observed on either the Friday before or the Monday after the holiday, as determined by the Town. The Town shall post a list of the dates on which the holidays will be observed for the coming year on or by July 1 of each year.

Section D

In order to be eligible for a holiday, an employee must be at work the day before and the day after, or on an approved leave with pay excluding worker's compensation leave, immediately preceding and following the holiday or the day on which it is observed. When any of these holidays shall occur while an employee is out on sick leave, he/she shall be paid for the holiday and no charge to sick leave shall be made for that day. When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay.

ARTICLE 12 VACATION

Section A

Employees shall earn and accrue paid vacation time in accordance with the following schedule:

- a) Date of hire through completion of five (5) years continuous service: 5/6th day per month (10 days per year)
- b) Beginning with the sixth (6) year through completion of the tenth (10) year of continuous employment: one and one-quarter (1-1/4) days per month (15 days per year)
- c) Beginning with the eleventh (11) year of continuous employment: 1 2/3 days per month (20 days per year)

d) Upon completion of the twentieth year each employee shall earn an additional one (1) day per year to a maximum of 25 days per year.

Section B

The time for taking a vacation of one (1) week or more must be requested in writing at least one (1) week in advance, and is subject to final written approval, in advance, by the immediate supervisor. Where more than one employee requests vacation at the same time and only one can be permitted, seniority shall control.

Section C

Vacation may be approved in units of one (1) hour or more.

Section D

It is the policy of the Town that vacation time shall be taken during the year it is accrued. Vacation/credit may be carried forward from one year to the next provided that no employee may carry over more than fifteen (15) days' vacation. Any remaining vacation days that accrued under prior agreements must be used no later than the expiration of this Agreement or will be forfeited unless the Town has denied use of vacation time, in such case vacation leave shall then be paid in full rather than forfeited.

Section E

Pro-rata accumulated vacation pay shall be granted to an employee in the event of termination of service other than for just cause. Pro-rata accumulated vacation leave shall not be granted to employees who terminate service with the Town during the probationary period.

Section F

Employees working more than nineteen (19) but less than thirty-five (35) hours per week shall be entitled to vacation time provided under this Article on a pro-rated basis.

Section G

In the event of an employee's death, the employee's estate shall receive full compensation for the employee's unused and accumulated vacation leave.

ARTICLE 13
MANAGEMENT RIGHTS

All rights, powers, authority, and functions of the Town formerly exercised by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority, and functions include, but are not limited to the full and exclusive control, management and operation of the Town Hall and all Town-owned facilities, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of the number and type of jobs; the determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the work force,

including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; the right to maintain order and efficiency.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURES

Section A

The term "grievance" is defined as an alleged violation, misapplication, or misinterpretation of any of the specific provisions of this Collective Bargaining Agreement.

Section B

Step 1. An employee who has a grievance, other than a grievance based on discipline directly issued by the First Selectman or the Chief of Police (for Police Department personnel), within five (5) days of the incident giving rise to the grievance, shall first discuss the matter informally with the employee's supervisor, who shall use his or her best efforts to resolve the dispute. Before the conference occurs, the employee shall give notice of the grievance to the First Selectman/Chief of Police. A grievance based on discipline directly issued by the First Selectman/Chief of Police shall be raised with the First Selectman/Chief of Police within five (5) days of the incident giving rise to the grievance. The Supervisor or the First Selectman/Chief of Police (as the case may be) shall discuss the matter with the employee within ten (10) days of the request from the employee.

Step 2. Any employee who continues to have a grievance after first discussing the matter informally with the First Selectman/Supervisor/Chief of Police in accordance with Step 1 above, shall reduce the grievance to writing and submit it to the First Selectman/Chief of Police, within ten (10) working days after the date of the Step 1 meeting. Thereafter, the First Selectman/Chief of Police or his/her designee shall review the grievance with all concerned parties within ten (10) working days of the request. The First Selectman/Chief of Police, or the designee, shall reply to the grievance in writing within ten (10) working days after the date of the conference.

Step 3. In the event the employee and/or the Union wish to further review the matter, the Union must file a request for arbitration within twenty (20) working days of the date of the Step 2 reply. Said request is to be filed with the Connecticut State Board of Mediation and Arbitration, with a copy to the First Selectman.

Mediation. If the Union feels that further review is justified, before submitting the grievance to Step 3, the Union may elect to seek mediation of the Grievance before the Connecticut State Board of Mediation and Arbitration. Written notification to the State Board must be made within twenty (20) working days of receipt of the Step 3 answer.

Section C

The Arbitrator(s) provided for in Step 3 shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The Arbitrator(s) jurisdiction to make an award shall be confined to the interpretation and application of the provisions of this Agreement. The Arbitrator(s) shall not have jurisdiction to make an award which has the effect of adding to, deleting from, or modifying in any way the provisions of the Agreement or any written policy in effect at the time of the occurrence. The decision of the Arbitrator(s) shall be final and binding upon both parties, provided it is in accordance with the law.

Section D

Arbitration fees and expenses shall be paid as required by the State Board of Mediation and Arbitration. Each party shall be responsible for the cost of presenting their respective case.

Section E

Failure of the employee or Union to appeal the decision on a grievance to the next step within the required time period shall be deemed to be acceptance of the decision at the previous step. If the Town's representative does not respond to a grievance within the next required time period, the grievance may be appealed to the next step. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement of the parties.

ARTICLE 15
UNION BUSINESS LEAVE

Section A

Upon reasonable notice to the department supervisor, but not less than 24 hours, except in emergencies, a Union Representative and the grievant(s) shall be afforded the time off with pay to participate in the grievance procedure including mediation and/or arbitration hearings when held during regular scheduled working hours.

Section B

Two Union Representatives shall be afforded time off with pay to participate in contract negotiations, and one representative for mediation, and/or binding arbitration, or Prohibited Practice hearings.

Section C

Upon reasonable notice to the department supervisor, not less than 24 hours, except in emergencies the president and/or his/her designee shall be entitled to one (1) paid union leave day per fiscal year effective upon ratification, and one (1) unpaid union leave day per fiscal year effective July 1, 2016.

ARTICLE 16
LONGEVITY

Section A

Longevity payments shall be made on an annual basis on the first pay period subsequent to the employee's anniversary date in the following amounts: For those with between six (6) and ten (10) years of service, an annual payment of \$365.00 per year; for those with between eleven (11) and fifteen (15) years of service, an annual payment of \$545.00 per year; for those with between sixteen (16) and twenty years of service, an annual payment of \$820.00; and for those with twenty-one (21) or more years of service, an annual payment of \$1,000.00.

Section B

Employees of the Senior Center working less than thirty-five (35) hours per week shall be entitled to longevity payments on a pro-rated basis.

Section C

Employees hired after July 1, 2013, will not be eligible for longevity payments.

ARTICLE 17
MISCELLANEOUS

Section A

No employee shall be disciplined or discharged without just cause. In the case of discipline that involves a suspension from work, personnel records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within twenty-four (24) months. In other cases of discipline, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within eighteen (18) months.

Section B

Employees who become entitled to workers' compensation benefits shall receive the difference between the amount of statutory compensation and their regular net take home pay for a period not to exceed one hundred eighty (180) calendar days for injury, including any recurrence thereof.

Section C

Employees hired before October 13, 2022 will be entitled to tuition reimbursement (to include costs of books) approved by employee's supervisor shall be provided to each employee enrolled in approved job-related courses including internet/online courses at an accredited institution in an amount not to exceed one thousand (\$1,000.00) dollars per semester, as to each course completed with a passing grade.

Employees hire on or after October 13, 2022 will be entitled to tuition reimbursement (to include costs of books) approved by employee's supervisor shall be provided to each employee enrolled in approved job-related courses including internet/online courses at an accredited institution in an amount not to exceed one thousand (\$1,000.00) dollars per year, as to each course completed with a grade of "C" or better, not to exceed more than two courses per semester, and two semesters per calendar year.

Section D Education Bonus

An employee who obtains a job-related degree or certification shall receive a one-time bonus as follows:

1. Certification: \$200
2. Associates degree: \$300
3. Bachelor's degree: \$400
4. Master's degree: \$700, Said bonus shall not be considered a part of the employee's regular rate of pay.

Section E Mileage

Employees required to use their personal vehicle for Town purposes shall be compensated for mileage at the IRS rate.

Section F

The Town will provide each employee with an electronic copy of this Agreement, within thirty (30) days after the date of the signing of this Agreement, new employees will be provided with an electronic copy of this Agreement at the time of hire.

Section G

Effective and Retroactive to January 1, 2022, if the Town requires any member of the bargaining unit to possess or maintain a Commercial Driver's License (CDL), or any other endorsement on their motor vehicle operator's license, the Town will reimburse the employee for the costs of any examination required to maintain said license or endorsement, so long as the employee maintains the license or endorsement. In order to be eligible for this reimbursement, the license or endorsement must be maintained by the employee, in accordance with the position specifications/requirements.

Section H

Effective upon ratification of the contract, and annually thereafter, employees shall be subject to annual performance evaluations in accordance with the form attached hereto as Exhibit C. The Employee's Supervisor and/or the First Selectman or his/her designee, shall meet regularly with each bargaining unit employee to review progress towards annual performance goals.

ARTICLE 18
NO STRIKE/NO LOCKOUT

Section A

It is agreed by and between the parties hereto that there will be no concerted failure to report to work or refusal to render services, cessation or interruption of work, slowdown, strike, or lockout during the term of this Agreement or any extension hereto by agreement or operation of law.

ARTICLE 19
PENSION

Section A

The Pension Plan entered into by and between the Town and the Union, and amendments and/or restatements thereof shall, except as hereinafter set forth, be continued throughout the term of this Agreement, and employees shall be entitled to such benefits as may be applicable under such plan.

The above referenced Pension Plan is wholly incorporated herein in full force and effect as a part of this collective bargaining agreement.

Section B

Employees shall receive a pension statement of benefits annually each year.

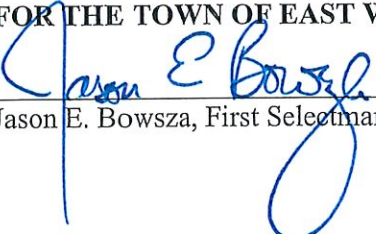
Section C

The parties agree to commence negotiations on a pension reopener on in accordance with the Pension Plan.

ARTICLE 20
DURATION

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect until June 30, 2025. This Agreement is made and remains under the terms of the Municipal Employees Relations Act.

FOR THE TOWN OF EAST WINDSOR



Jason E. Bowsza, First Selectman

FOR UPSEU LOCAL 424 (Unit 91)



Lori Butenas, Unit President



David Perrotti, Union Representative



Kevin E. Boyle, UPSEU President

APPENDIX A - WAGES

| | Effective 7/1/2021 1.75% | Effective 7/1/2022 2.25% | Effective 7/1/2023 2.25% | Effective 7/1/2024 2.25% |
|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Grade5A | \$31.71 | \$32.42 | \$33.15 | \$33.90 |
| Social Services Aide | | | | |
| Grade 5 | \$31.16 | \$31.86 | \$32.58 | \$33.31 |
| Recreation Lead | | | | |
| Assistant Assessor | | | | |
| Assistant Treasurer - Payables | | | | |
| Assistant Treasurer - Receivables | | | | |
| Assistant to Building Official | | | | |
| Assistant Town Clerk/Registrar of Vital Statistics | | | | |
| Administrative Assistant, EWPD | | | | |
| Administrative Assistant to the Director of Public Works/Town Engineer | | | | |
| Assistant Tax Collector | | | | |
| Assistant to Town Planner and Assistant Town Planner | | | | |
| Senior Center Lead/Program Assistant | | | | |
| Social Services Clerical/Intake Assistant | | | | |
| Grade 4 | \$29.80 | \$30.47 | \$31.16 | \$31.86 |
| Records Clerk, EWPD | | | | |
| Senior Center Transportation Coordinator | | | | |
| Treasurer's Aide | | | | |
| Assessor's Aide | | | | |
| Financial Accounting Aide | | | | |
| Program Coordinator/Senior Outreach | | | | |
| Grade.3 | \$27.14 | \$27.75 | \$28.37 | \$29.01 |
| Assessor's Clerk | | | | |
| Aquatics/Youth Program Supervisor | | | | |
| Grade2 | \$23.05 | \$23.57 | \$24.10 | \$24.64 |
| Senior Transportation Program Driver | | | | |
| Senior Transportation Program Driver | | | | |
| Grade 1 | \$20.16 | \$20.61 | \$21.07 | \$21.54 |
| Senior Center Nutrition Site Manager | | | | |
| | Effective 7/1/2021 1.75% | Effective 7/1/2022 2.25% | Effective 7/1/2023 2.25% | Effective 7/1/2024 2.25% |

6. Upon completion, annual evaluations will be provided to the employee and filed in the employee's personnel file.
7. Any job factor category that is rated "Needs Improvement" must be accompanied by an improvement plan to make suggestions to the employee on ways to improve performance, including timelines, as part of Section III (Goals). Reasonable professional development plans may be designed by the employee's supervisor and approved by the department head.
8. If an employee chooses to complete the "Optional Post Meeting Employee Comments" section, the employee must complete this section and deliver it to the appropriate supervisor no later than 15 working days after the review takes place.

SECTION I: EMPLOYEE SELF-EVALUATION OF GOALS AND ACCOMPLISHMENTS

Prior to the supervisor completing this evaluation form, the employee must identify three goals for the upcoming year and three accomplishments within the past year. The employee will have 5 working days to complete this section upon receipt from the supervisor. Supervisors will discuss this information with the employee during the annual review meeting for purposes of establishing goals for Section III and discussing professional development action items generally.

Three Goals for the Upcoming Year (June to May): (optional)

•
=

•
=

•
=

Three Accomplishments over the Past Year (June to May): (optional)

•
=

•
=

•
=

Employee's Self-Evaluation of Ongoing Skill Development and Proposed Plan for Professional Development, including Possible Training Opportunities: (optional)

SECTION II: EMPLOYER EVALUATION, PERFORMANCE FACTORS, AND COMMENTS

Check the box that most closely describes the job performance of job responsibilities for each performance factor. Fill in the Comments section to provide specific examples or factor-related feedback. **If a factor does not apply, please enter N/A in one of the boxes.**

PERFORMANCE LEVELS

EXCEEDS EXPECTATIONS: Work is consistently of very high quality. Performance outcomes routinely exceed defined quality standards and produce important and positive results for the organization.

MEETS EXPECTATIONS: Work is consistently performed at or above acceptable workplace standards and provides reliable and meaningful contributions to the organization. Performance is generally competent, efficient, and effective.

NEEDS IMPROVEMENT: Work does not consistently meet expectations and falls below minimum expectations in one or more critical areas of the job. Additionally, a supervisor may use this rating for an employee who is developing and working towards proficiency in the position. Any categories or factors marked as "needs improvement" will be accompanied by a specific employee learning and development plan.

| PERFORMANCE FACTOR | 1 NEEDS IMPROVEMENT | 2 MEETS EXPECTATIONS | 3 EXCEEDS EXPECTATIONS |
|--|---------------------------|----------------------------|------------------------------|
| 1. QUALITY OF WORK Accuracy, thoroughness, and effectiveness of work. | | | |
| COMMENTS: | | | |
| 2. MANAGING WORKLOAD Ability to prioritize workload, effectiveness in multi-tasking, and consistency of output produced under normal conditions. | | | |
| COMMENTS: | | | |
| 3. INITIATIVE, DEPENDABILITY, AND ATTENDANCE Reliability, history of absenteeism or tardiness, and ability to be a self-starter. | | | |
| COMMENTS: | | | |
| 4. INTERPERSONAL RELATIONS AND COMMUNICATION Customer service to internal and external constituents, effective communication skills, and respect for individual differences. | | | |

COMMENTS:

As discussed, it is agreed that as of the time of agreement to this evaluation, that for any employee who has not had any documented concerns in this category, the employee has shown to be acceptable in all aspects of this section.

5. KNOWLEDGE AND JUDGMENT

Understanding of the position, wisdom and effectiveness of decisions, and logic of decision-making process.

COMMENTS:

As discussed, it is agreed that as of the time of initial agreement of this evaluation, that any employees who have not had any documented concerns in this category, the employee has shown to be acceptable in all aspects of this section.

OVERALL EVALUATION

1
NEEDS
IMPROVEMENT

2
MEETS
EXPECTATIONS

3
EXCEEDS
EXPECTATIONS

Assessment of overall performance during the review period.
The above ratings must be cumulated here:

COMMENTS: Comments should include consideration of other factors not included above that relate to job performance, e.g., safety compliance (if applicable), physical performance, supervisory ability, or similar factors.

**SECTION III: GOALS AND DEVELOPMENT PLANS INCLUDING
TRAINING RECOMMENDATIONS BASED ON FACTOR RATINGS IN SECTION II**

SECTION IV: OVERALL RATING:

The above ratings must be cumulated and then will comprise the overall rating:

OVERALL RATING

SECTION V: OPTIONAL POST MEETING EMPLOYEE COMMENTS (to be provided within 15 working days)

SECTION VI: SIGNATURES

I have reviewed my performance evaluation and have had an opportunity to discuss it with my supervisor. My signature below does not indicate my agreement with or approval of the rating. I understand that I may comment on the evaluation in the space above or submit additional comments within the next 15 working days.

EMPLOYEE

Title

Date

SUPERVISOR

Title

Date

DEPARTMENT HEAD (if not supervisor)

Title

Date

*The Performance Evaluation will be subject to the grievance article within the agreement. If a member disputes the content in the evaluation they may file a grievance.

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

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

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

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

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

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

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

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

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

When you need information about your benefits...

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

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

When you need benefits support...

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

Earn incentives

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit CareCompass.CT.gov/providersofdistinction to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

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

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

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

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

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

When you're injured...

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

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

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

Help Managing and Reversing Diabetes

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

Help Preventing Diabetes

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

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

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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

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

Health Enhancement Program Requirements

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

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

* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer
 ** Or as recommended by your physician
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

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

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

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

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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

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

www.osc.ct.gov/ctpartner
860-702-3560

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

Quantum Health
CareCompass.CT.gov or login to your benefits portal from Care Compass
833-740-3258

Prescription drug benefits

CVS Caremark
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-318-2572

Dental and Vision Rider benefits

Cigna
CareCompass.CT.gov/state/pharmacy or login to your benefits portal from Care Compass
1-800-244-6224

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

HEALTH ENHANCEMENT PROGRAM (HEP)

BY THE STATE OF CONNECTICUT. ADMINISTERED BY QUANTUM HEALTH.

Q: What is HEP?

A: HEP stands for “Health Enhancement Program.” It encourages employees and their enrolled family members to take charge of their health and their health care by providing guidelines to follow for preventive and chronic care management. By signing up for and fulfilling all HEP requirements, you can save \$100 per month in premiums (\$1,200 per year) and become eligible for a waiver of an annual in-network deductible of \$350 per member (up to a maximum of \$1,400 per family).

Q: What are the requirements?

A: There are two parts to HEP: age/gender appropriate preventive requirements and chronic condition education requirements.

Preventive Requirements:

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

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

** Or as recommended by your physician

Chronic Condition Education:

We provide support and education for participants with asthma, chronic obstructive pulmonary disorder (COPD), coronary artery disease (CAD), diabetes, heart failure, hypertension (high blood

pressure), and hyperlipidemia (high cholesterol).

To meet the chronic education requirement, you have a few options:

- 1) Login to carecompass.quantum-health.com and select the 'My Health' tab to either
 - a. Take a short survey
 - b. Read a fact sheet
 - c. Register & attend a Wellbeing Seminar specific to your condition
- 2) Speak with a nurse by calling into your Care Coordinators Monday-Friday, 8:30 A.M - 10:00 P.M ET at (833) 740-3258

Please note that this is an annual requirement due by December 31st along with your preventive requirements.

Q: When does the program start?

A: The program runs on a calendar year basis so each year on January 1st a new compliance year begins. Your requirements for the year are based on your age on that day. So, if you are 49 on January 1st, you are held to the requirements for a 49-year-old, even though you turn 50 in that calendar year.

Q: How can I track my progress toward my requirements?

A: The best way is to register on carecompass.quantum-health.com Once you sign in, select the 'My Health' tab to view your requirements based on your age and gender. You will also see any chronic condition(s) requirements that apply to you. You can also see the status of your dependents if they are under 18. If they are over age 18, they must create their own account and may grant permission for you to view their HEP status. This can be done by going to *Privacy Settings* and clicking the *Privacy Authorization* tab. Once there, scroll down to *Wellness/Prevention* to select who can view your HEP requirements.

Q: A service is required less frequently than every year – every 2,3,4,5,7 and even 10 years. Do I have that long to complete it?

A: We will look back at the claims the appropriate number of years to see if the requirement has been completed. Requirements are measured using the current compliance year.

Q: I had a service that I needed before this insurance went into effect. Do I have to do it again?

A: No, you do not. You may login to carecompass.quantum-health.com and complete a self-entry for the specific activity by selecting *My Health*, then clicking *HEP Requirements*, and scroll to find the self-entry option for the requirement you had completed prior to this insurance went into effect.

Q: Are there any alternative options to a colonoscopy?

A: While a colonoscopy is the most accurate way to test for colon cancer, we know that it is not appropriate for everyone. If your doctor agrees, you can take an annual FIT or FOBT test, or you may take a COLOGUARD test every 3 years.

Q: I can't do one or more of the HEP requirements due to medical reasons.

A: Have your doctor fill out a Medical Exemption form indicating that you should be exempt from the service. The medical exemption form can be found by logging into carecompass.quantum-health.com, selecting the *My Health* tab, and then selecting *Medical Exemption Form*. Be sure they indicate whether a permanent exemption is needed. When we receive the form, we'll provide credit for the requirement. Directions for form submissions may be found at the top of the Medical Exemption form.

Q: I can't do one or more of the HEP requirements due to changes in anatomy and the way I identify.

A: Have your doctor fill out a Medical Exemption form indicating that you should be exempt from the service. The medical exemption form can be found by logging into carecompass.quantum-health.com, selecting the *My Health* tab, and then selecting *Medical Exemption Form*. Be sure they indicate whether a permanent exemption is needed. If the exemption is approved, we'll provide credit for the requirement. In addition, you may also update your preferred pronouns by logging into carecompass.quantum-health.com, selecting *Profile Settings*, and then scroll down to *Preferred Pronouns* to select an option in the drop-down.

Q: I can't do one or more of the requirements due to non-medical reasons.

A: Complete the Non-Medical exemption form indicating which requirement(s) you are requesting an exemption for. The non-medical exemption form can be found by logging into carecompass.quantum-health.com, selecting the *My Health* tab, and then selecting *Non-Medical Exemption Form*. Directions for form submissions may be found at the top of the Non-Medical Exemption form.

Q: I completed my HEP requirements. Why am I still showing non-compliant with a requirement?

A: We receive claims after they are processed by your insurance carrier. If a couple of months have passed and the portal continues to reflect that you're noncompliant for a screening that you have already completed, you may complete the self-entry for that activity. Please note that self-entries are subject to random audit if a claim is not received after 60 days of completing the self-entry.

Q: Do I still have to complete the self-entry activity if I am showing compliant via claim?

A: No, if there is a green check mark next to the activity due to a claim being received, you do not have to complete the self-entry option.

Q: Why does my child have to be compliant? He/she will be turning 26 and coming off my health plan before the end of the year.

A: Dependents who turn 26 during the year stay on a parent's plan until the end of the calendar year instead of the first of the month following their 26th birthday.

Q: My spouse is a state retiree on Medicare and doesn't have to comply with HEP. Do I still need to meet the requirements?

A: If you are under 65 and a dependent of a retiree in the Medicare Advantage plan who based on retirement date (10/2/2011 and later) would otherwise be required to meet the requirements of HEP, the benefit provided to you includes all the components of HEP. You must be compliant with the requirements to continue to receive the financial benefits of the program.

Q: I am a new employee – do I have to be compliant with HEP this year? Or, I just added a dependent – do they have to be compliant with HEP this year?

A: HEP compliance is measured once you are in the program for a full year. For example, if the effective date of your insurance is Jan. 1, 2023, you must be compliant by Dec. 31, 2023. If the effective date of your insurance July 1, 2023, you must be compliant by Dec. 31, 2024.

Q: If I'm out of compliance and being penalized, will I automatically be reinstated once I complete the requirement?

A: Yes, once we receive the processed claim of the missing requirement, you will be automatically reinstated. If you've completed a requirement, but we have not yet received a claim, you may complete the self-entry for the missing requirement. You will be reinstated on the first day of the month following receipt of a claim or self-entry. Please note that self-entries are subject to random audit if a claim has not been received after 60 days of the self-entry.

Q: Can I complete a self-entry for my dependent(s) under the age of 18?

A: Yes- you can complete the self-entry option for any minor dependent(s) on your medical plan who is under the age of 18. You will first need to set-up an account for each of your minor dependent(s) by going to carecompass.quantum-health.com. Once you have created their account, you may complete a self-entry by selecting the *My Health* tab, then selecting the *Health Enhancement Program*, scrolling to the specific activity and selecting the *Get Started* button under the self-entry option. Credit will display 24 hours after completing the self-entry. Please note that all self-entries are subject to audit if a claim is not received within 60 days of completing the self-entry.

HEALTH ENHANCEMENT PROGRAM (HEP)

BY THE STATE OF CONNECTICUT. ADMINISTERED BY QUANTUM HEALTH.

HEP rewards you for completing your recommended preventive care by reducing your medical premiums and waiving your in-network deductible. By complying with the HEP requirements each year, you save \$100 per month on your medical plan premiums (\$1,200 per year) and earn a waiver of a \$350 in-network deductible for each enrolled family member (up to a maximum of \$1,400 per family).

| PREVENTIVE SCREENINGS | AGE | | | | | | |
|---------------------------------------|------------|---------------------|---------------------|---------------------|---|--|---|
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* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer

** Or as recommended by your physician

The requirements are based on your age as of January 1 each year. As Quantum Health receives your claims, your preventive care will be marked complete.

ADDITIONAL STEPS REQUIRED IF YOU HAVE A CHRONIC CONDITION

If you have one of the following chronic conditions, you must complete additional steps to stay in compliance with the program.

- Asthma
- Chronic obstructive pulmonary disorder (COPD)
- Coronary artery disease (CAD)
- Diabetes
- Heart failure
- Hypertension (high blood pressure)
- Hyperlipidemia (high cholesterol)

TO CONFIRM HEP COMPLIANCE AND LEARN MORE, CONTACT QUANTUM HEALTH

- Go to carecompass.ct.gov, follow the steps to register or log in to Quantum Health, and then click on the **My Health** tab in your Quantum Health account
- Call your Quantum Health Care Coordinators at (833) 740-3258



carecompass.ct.gov

(833) 740-3258
(Monday-Friday, 8:30 a.m.-10 p.m. ET)



