

**Town of Rocky Hill
Personnel Rules**



Effective July 1, 2025

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RULE 1 – GENERAL PROVISIONS

1. Purpose of Rules: The Personnel Rules of the Town of Rocky Hill are established in accordance with Section 902 of the Town Charter, to provide for a more efficient and responsive municipal operation and to provide the framework for proper personnel administration.
2. Extent of Jurisdiction: Except otherwise provided herein, Personnel Rules and the policies and procedures noted herein, apply to employees of the Town deemed to be employees in the “Classified Service” as defined by Section 901 of the Town of Rocky Hill Charter. Section 901 of the Town of Rocky Hill Charter excludes certain positions from the term “Classified Service.” Section 901 of the Charter states that the classified service applies to all employees except “elective officers and personnel appointed to fill vacancies in elective office; members of boards and commissions and other officers appointed by the Council; all employees of the Board of Education; persons employed in professional capacity to make or conduct a temporary or special inquiry, study or investigation; persons employed for a temporary period not exceeding three (3) months, seasonal persons; and part-time employees who work less than twenty (20) hours per week.” Volunteers are not employees; and thus, are not party of the “Classified Service.” There are certain personnel rules and certain policies (attached in the Appendices) which apply to all employees and volunteers even though they are not employed in the “Classified Service” as defined by the Charter.
3. Adoption and Amendment of Rules: The Director of Human Resources shall prepare and amend these rules in consultation with, and with the approval of, the Town Manager. Pursuant to Section 902 of the Charter, these rules and any amendments thereto become effective upon being filed by the Director of Human Resources with the Town Clerk.
4. Legal Compliance: The Town is committed to compliance with all federal, state and local laws, Town Charter, Town Ordinances, benefit plan document and all applicable collective bargaining agreements. To the extent these Rules are inconsistent with any such law, Charter, ordinances, benefit plan document or applicable collective bargaining agreement, the Town will comply with the law, Charter, ordinances, plan document or applicable collective bargaining agreement.
5. Supplementary Rules: Subject to the approval of the Town Manager, and where required by the nature of the service, the supervisor of any organizational unit may adopt such additional rules for the operation of their unit as may be necessary.
6. Personnel Rules or Policies Not a Contract: These rules, regulations, procedures, policies and benefits contained in these Personnel Rules or appended policies are not promissory or contractual in nature and are subject to change by the Town at any time. Moreover, the contents of these rules do not constitute terms of a contract of employment, express or implied, or a guarantee of continued employment.
7. At-Will: Employees who are not covered by a collective bargaining agreement or a party to

a written employment contract signed by the appointing authority (as designated by the Town Charter) or employed in statutory protections for their position entitling them to otherwise are employed “at will.” Thus, just as employees are free to leave their employment for any reason with or without notice, the Town may terminate their employment with or without notice for any reason not prohibited by law unless as otherwise provided by Town Charter or law.

8. Conflicting Employment: Town employees must ensure that outside employment does not conflict with, or interfere with, the employee’s job duties for the Town, and cannot constitute a conflict of interest (as defined herein).
9. Equal Opportunity Employment: The Town is an equal opportunity employer committed to providing equal opportunity with respect to our selection and hiring processes and with respect to compensation, assignment, promotion, discipline and all other terms and conditions of employment without regard to those in protected classes in accordance with state and federal laws. The Town affirms its commitment to Equal Employment Opportunity for all employees and volunteers through publicly posted policy statements (refer to Appendices Index).
10. Drug and Alcohol-Free Workplace and Testing Policy: The Town has a Drug and Alcohol Workplace and Testing Policy (refer to Appendices Index). Throughout the Town’s EAP Program confidential EAP services will be provided to an employee who seeks referral sources for treatment.
11. Harassment: The Town of Rocky Hill prohibits unlawful harassment in the workplace (refer to Appendices Index).
12. Non-Violence in the Workplace: The Town of Rocky Hill prohibits violence in the workplace (refer to Appendices Index).
13. Computer Policy: All employees and volunteers having access to the Town’s computer/electronic equipment must sign the Town of Rocky Hill’s Acceptable Use Policy for Electronic Devices (refer to Appendices Index).
14. 14.Dress Code: All employees shall refer to the Town of Rocky Hill’s Dress Code Policy (refer to Appendices Index).

RULE 2 - DEFINITIONS

15. Appointing Authority: The Town Manager is the appointing authority for all positions with the exception of those appointed by the Town Council.
16. Permanent Position: Any position in the Town service which requires or is expected to require a work week of twenty (20) hours or more for a period in excess of six (6) calendar months. A person must work an annualized average workweek of thirty (30) hours or more to obtain full benefits under these Personnel Rules, unless otherwise provided by law or in plan

documents. Notwithstanding the designation “permanent,” nothing contained herein alters the at-will nature of employment or diminishes the Town’s right to eliminate positions.

17. Regular Full Time Employee: Any employee who shall work an annualized average of at least thirty (30) hours per week. Notwithstanding the designation “regular,” nothing contained herein alters the at-will nature of employment.
18. Regular Part Time Employee: Any employee who shall work an annualized average of twenty (20) hours per week or more, but less than an annualized average of thirty (30) hours per week. Notwithstanding the designation “regular,” nothing contained herein alters the at-will nature of employment.
19. Part Time Employee: Any employee who shall work an annualized average of less than twenty (20) hours per week.
20. Temporary/Seasonal employee: Any employee hired for a specific period of time, including a season, which can be determined by an end date, the completion of a project, or the return of a regular employee from leave. Temporary employees include seasonal employees and per diem employees. Temporary employees may be terminated at any time, even before the stated duration, as they are at all times at-will. Temporary employees are not entitled to any benefits except where required under applicable law.

RULE 3 – THE CLASSIFICATION PLAN

1. Purpose of the Plan: This plan provides for the classification and arrangement of positions in the Town service to facilitate personnel administration in a systematic and equitable manner. The plan provides a complete and continuous inventory of all positions in the Town service and accurate descriptions and specifications for each class of employment. The plan standardizes titles, which are indicative of the range of duties and responsibility of positions in Town service, and have the same meaning throughout the Town service.
2. Preparation of the Classification Plan: Pursuant to Section 902 of the Charter, the Director of Human Resources is required to prepare job descriptions which set forth the duties and responsibilities of each position and minimum qualifications for appointment of such positions. These job descriptions shall comprise the classification plan of the Town. New or additional positions may be created, and changes in the duties and responsibilities of existing positions may be made with the approval of the Town Council.
3. Use of Class Specifications: Class specifications and titles are to serve as the basis for allocating positions, recruiting new employees and establishing a pay plan.
4. Review of Classification: A request for the review of the classification of a position may be made, in writing, by the employee, through their respective department head, or by the department head. If the Town determines that a review appears warranted, it will be conducted

by the Director of Human Resources. Bargaining unit members are exempt from this procedure to the extent their collective bargaining agreement contains a classification procedure.

5. Allocation of Positions: The Director of Human Resources shall allocate each position to the appropriate grade on the basis of its duties, responsibilities, standards for recruitment and work environment.

RULE 4 – THE PAY PLAN

1. Preparation of the Pay Plan: The Director of Human Resources, with the approval of the Town Manager, shall be responsible for the development of a uniform and equitable pay plan which shall consist of minimum and maximum rates of pay for each class of position and such intermediate rates as needed and if considered necessary. Pay rates and salary ranges for appointment, transfer, promotion, or demotion shall be determined with due regard to: ranges of pay for positions in other classes; requisite qualifications; recognition of exceptional qualifications or eligible applicants; certification of a lack of available eligible applicants at minimum pay rates; prevailing rates of pay for comparable work in other public and private employment in the competitive market; cost of living factors; suggestions of department heads; other benefits received by employees; the financial policy of the Town; and other economic considerations. Pay rates for bargaining unit employees are determined through the collective bargaining process.
2. Adoption and Administration of the Plan: Revisions to the existing pay plan shall be submitted to the Town Council for adoption.
3. Pay for Temporary and Seasonal Positions, and Part Time Positions Not Covered by Collective Bargaining Agreements: Pay for such employees shall be paid on the basis of an hourly, daily, or per performance rate based upon the Town's pay plan and in accordance with applicable laws.

RULE 5 – EXAMINATIONS AND APPLICATIONS

1. General Provisions Concerning Examination: The Town of Rocky Hill Town Charter sets forth the basis for all appointments and promotions in the classified service, as well as the administration of examinations for such appointments and promotions. The Charter states that appointments and promotions shall be based on the candidate's ability and fitness for the position. Any practical and lawful means or measures may be used in examinations, which are reasonably well calculated to test the ability and fitness of candidates for positions in the class for which the examination is held.
2. Administration of Examinations: According to the Charter, the Director of Human Resources shall establish examination procedures to be used in conducting the examination of candidates and shall devise safeguards to ensure maximum impartiality in the conduct of the examination and rating of candidates. The Director of Human Resources may disqualify any candidate or

examiner for failure to comply with the procedures, safeguards and regulations established for conducting the examination.

3. Examination. The term “Examination” is broadly defined and shall mean any process, including but not limited to interviews, submissions, skills assessment, written assessment or a combination of the aforementioned processes as determined appropriate by the Director of Human Resources.
4. Public Notice of Examination: The official notice of a position shall consist of the Position Announcement (also referred to as the Job Posting or Examination Announcement) which shall be posted, at a minimum, on the Town’s website, and may be advertised by other means to attract as many qualified applicants as possible.
5. Position Announcement. Each official position announcement shall be on forms prescribed by the Director of Human Resources and shall specify the position’s title and salary range, as well as qualifications; and the time, place and manner of making application; and such other information as the Department of Human Resources may consider pertinent and useful and as required by law.
6. Job Description. A job description (or position description) provides a summary or outline of a particular position’s responsibilities, qualifications, expectations and organizational role(s) without necessarily providing an exhaustive inventory of work tasks.
7. Applications, Qualifications, Position Announcements: Applications for employment shall be on forms prescribed by the Director of Human Resources, and shall require that the applicant testify to the truth of all information provided by signing the application.

RULE 6 – METHOD OF FILLING VACANCIES

1. General Provisions: Each position in the classified service shall be designated permanent or temporary; and as either full time, part time, or seasonal. The designation given does not alter the at-will nature of the employment relationship with the Town. No employee shall be permanently appointed to a temporary position. In all cases involving appointments to permanent positions, except promotions or transfers, the provisions of these rules governing examinations and certifications shall apply. Employees who were initially hired into the municipal organization without the benefit of a competitive examination (i.e., temporary and seasonal employees) cannot be appointed to permanent, publicly funded position (whether Full-Time or Part-Time) unless they undergo a competitive examination process.
8. Appointments: After interview, examination and investigation, all appointments are subject to the review and approval of the Town Manager who is the appointing authority for the Town, in consultation with the Director of Human Resources, who may seek the input of department directors with regard to specific appointments. The Town Manager has the discretion to appoint any of the individuals on an Employment/Eligibility list that results from a competitive

examination conducted under these Personnel Rules, and also has the discretion to not appoint anyone from the list and restart the hiring process.

9. **Regulation on Family Employment:** In the interest of maintaining the merit system and the integrity of the hiring process, no two (2) members of an immediate family (by blood or marriage) shall be employed in a situation where one is in a direct supervisory position over the other, or if one member is the Town Manager, or one is in payroll, accounting, auditing Human Resources. For purposes of this rule, “immediate family” is defined as: spouse, sibling, sibling-in-law, parent, parent-in-law, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, domestic partner, or other permanent member of the employee’s household.

RULE 7 – PROBATIONARY PERIOD

1. **Objective:** The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized by supervisors for closely observing the employee’s work, for securing the most effective adjustment of a new employee to his position, and for rejecting any employee whose performance does not meet required work standards.
2. **Duration:** Every person certified and appointed to a permanent position shall be required to complete successfully a probationary period, which shall be twelve (12) months in length unless otherwise stated in an applicable collective bargaining agreement, enabling the supervisor to observe the employee’s ability to perform the various duties pertaining to the position. The working test period (probationary period) shall begin with the first day of employment. Employees may be terminated at-will and without notice during or after the working test (probationary period), meaning they can be terminated for any reason not prohibited by law.

Individuals appointed to Part Time, Temporary or Seasonal Positions shall serve working test periods (probationary periods) as set forth by the respective Department Director. These employees may be terminated at-will and without notice during or after the working test (probationary period), meaning they can be terminated for any reason not prohibited by law.

3. **Benefits during Probationary Period:** Bargaining unit employees shall be provided benefits in accordance with their collective bargaining agreements or as required by law. Non-bargaining unit employees employed in a permanent full-time position shall be entitled to holiday leave, participation in the Town insurance programs (subject to the eligibility provisions of those plans) and all benefits required by law. Moreover, such employee shall be entitled to earn sick leave, vacation, longevity as provided in Town policies, in accordance with those policies. Part-time or temporary employees (which includes seasonal and per diem employees) shall not receive benefits unless required pursuant to applicable law or provided for herein or in Town policies.

RULE 8 – PROFESSIONAL DEVELOPMENT

1. **Professional Development:** Employees are encouraged to take advantage of opportunities for professional development to gain new skills or enhance existing skills. Please check with your supervisor regarding the use of time, and reimbursement for costs, associated with seminars, conferences, classes, webinars or other professional development opportunities. All such opportunities will need *written* approval (at the sole and absolute discretion of the Town Manager) to engage in professional development activities—in advance of the employee taking engaging in, or paying for, professional development activities.
2. **Tuition Reimbursement:** At the Town Manager’s discretion, an employee in a permanent, full-time position may receive reimbursement in the amounts set forth below, for the cost of tuition and books, after the employee submits documentation that the employee satisfactorily completed a previously approved course related to the employee’s work, in a systemized educational program in an accredited college or university. The request for both the course and the reimbursement must be submitted annually to Human Resources prior to February 15th for inclusion in the next fiscal year’s budget.

Reimbursement Amounts

- For a Bachelor’s Degree Up to \$2,000 for the Fiscal Year
Beginning July 1 and Ending June 30
- For a Master’s Degree Up to \$2,400 for the Fiscal Year
Beginning July 1 and Ending June 30

3. **Performance Evaluations:** The Town Manager may establish a system of performance evaluations based upon standards of job performance. Service ratings shall be available for review by the employee. Supervisors shall review the evaluations with the employee concerned, and employees may submit written responses to their performance evaluation should they wish to do so.

RULE 9 – DISCIPLINE AND SEPARATIONS

1. **Disciplinary Action:** Disciplinary action may include oral and written reprimands, demotions, suspensions and terminations. The Town has the discretion to impose the level of discipline it deems necessary under the circumstances.
2. **Suspension:** A Department Director or Department Head, with prior notice and approval of the Town Manager and Director of Human Resources, may suspend an employee without pay for disciplinary purposes, for a period not to exceed five (5) calendar days at any one time.
3. **Layoff:** The Town Manager may institute a layoff when there is a shortage of work or funds, or if the Town Manager determines that the position should be eliminated, or if there are other

material changes in duties or organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

4. Resignations: The Town requests (but does not require) at least fourteen (14) calendar days' prior notice unless the appointing authority agrees to permit a shorter period of notice.

RULE 10 – EMPLOYEE COMPLAINTS

1. Permanent, full-time employees and regular part-time employees, whose positions are not subject to a collective bargaining agreement, may appeal decisions pertaining to their own job classification, reclassification or allocation of their position to the Personnel Review Board within ten (10) business days of the time the aggrieved employee knew or reasonably should have known of the classification, reclassification or allocation decision, or such appeal is waived.
2. As provided for by the Town Charter Section 609, complaints concerning a decision to demote, suspend, or dismiss a permanent, full-time employee and regular part-time employee whose position is not subject to a collective bargaining agreement shall be considered by the Personnel Review Board. The aggrieved employee must submit their complaint to the Personnel Review Board within ten (10) business days of the time the aggrieved employee knew or reasonably should have known of the classification, reclassification or allocation decision, or such complaint is waived to the extent permitted by law.

RULE 11 – GENERAL PROVISIONS

1. Political Activities of Employees: No paid employee in classified service shall continue in the service of the Town after becoming a candidate for nomination or election to any public office in the Town. No Town Employee may: 1) use his/her official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; 2) directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.
4. Conflict of Interest:
 - a. Any appointed official, or any Town employee, who has a financial interest in any matter to be acted upon or coming before his/her board, commission or office shall make full record disclosure in writing of that interest, which shall be incorporated in the minutes of the particular board, commission or office (as applicable), and a full copy of such minutes shall be filed in the office of the Town Clerk, and he/she shall be disqualified to act in any way upon such matter. Employees must notify the Town Manager of an actual or perceived conflict of interest.

- b. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the Town officer, employee, or member in the performance of official duties;
- c. Disclose confidential information gained by reason of your position or use such information for the personal gain or benefit of anyone;
- d. Knowingly have or acquire any financial interest or any personal beneficial interest, direct or indirect, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by the Town in connection with any project, matter or thing which comes within the employee's jurisdiction
- e. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of the official duties, or which may tend to impair the independence of judgment in the performance of the employee's official duties.
- f. No employee shall use an official position to secure or grant special consideration, treatment, advantage, privilege, or exemption for themselves or any person beyond that which is available to every other person. Gratuities: No employee shall accept gifts or gratuities. Gratuities may be defined as cash, gifts, redeemable certificates, meals, trips, paid conference, etc. The acceptance of a gratuity shall be grounds for disciplinary action up to and including terminations from employment. De minimis gifts may be accepted by employees who secure the prior approval of the Town Manager for the same.
- g. Should the Town Manager determine that there has been a violation of this rule regarding gifts, the employee may be subject to disciplinary action, up to and including termination.

RULE 12 – WORK SCHEDULE

1. Regular Work Schedule: As a general matter, the official workweek of regular full-time Town employees not covered by collective bargaining agreements shall be a five (5) day, forty (40) hour workweek which includes a one hour paid lunch period, and the following work schedule:

<u>Department</u>	<u>Schedule</u>
Employees who work in Town Hall; Department Directors; and Department Directors' Administrative Staff who are not subject to a collective bargaining agreement.	8:30 a.m. - 4:30 p.m.
Library	Per Contract
Highways & Parks	Per Contract
Police	Per Contract

2. Alternative Work Schedule: If such arrangements do not conflict with business needs, office coverage, collective bargaining agreements or other contracts, employees and their direct supervisors, by mutual agreement, may develop alternative work schedule arrangements. Such arrangements must ensure employees work the total number of weekly hours set forth in their positions descriptions and/or offer letters.

Direct supervisors are accountable for securing the prior written approval of the Town Manager for arrangements that extend beyond twenty (20) business days.

Alternative work schedule arrangements must not negatively impact the employee's work, office coverage, customer service, the work of other employees, or overall business continuity, productivity, and quality. Such arrangements are not intended to enable unorthodox or impractical work schedules (i.e. working weekends instead of two weekdays or working a full work week within a four-day period each week, etc.). Alternative work arrangements are only available if the supervisor determines it to be reasonable, such as allowing a member to:

- Arrive earlier and leave earlier;
- Arrive later and leave later; or
- Arrive later or leave earlier on the day that follows a particularly long evening work-related event.

Alternative work schedule arrangements may be adjusted or revoked by management at any time, with two weeks' notice to the employee where possible. The employee may also request to discontinue an approved arrangement.

3. Absences, Tardiness and Early Departures: Unauthorized absences from work (including being late and early departure) may result in disciplinary action and may result in loss of pay for the period of unauthorized absence subject to applicable law. Town policies that govern attendance, paid time off, and leaves of absence comply with state and federal laws, and are appended hereto. Employees who are members of collective bargaining units should follow their respective contractual provisions regarding attendance, paid time off, and leaves of absence.

RULE 13 – INSURANCE AND RETIREMENT

1. **Introduction.** This Rule and Summaries included in the APPENDICES (also available in Human Resources, and posted on the Town's website at www.rockyhillct.gov), describe the insurance benefits available to eligible employees not represented by collective bargaining units. The insurance/benefits descriptions contained in this Rule and Summaries are illustrative only, and do not constitute insurance policies or official insurance plan documents. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers; and in the event of error or misstatement in this Rule, official insurance plan documents and policies shall always prevail.

2. **Eligibility.** Health Insurance benefits for employees not represented by collective bargaining units shall be in accordance with the provisions set forth in this Rule.
3. **Group Medical Insurance.** Health insurance benefits shall be provided to eligible employees in accordance with the terms and conditions of the plan in effect, as it may change from time to time. Information regarding coverage and eligibility is contained within Summary Plan Descriptions maintained in Human Resources, viewable on the Town's website (www.rockyhillct.gov) and enclosed with these Personnel Rules in **APPENDIX L**.
4. **Premium Share.** Effective July 1, 2024, full-time employees' health insurance premium share will be 14%. For eligible regular part-time employees, premium cost sharing for health insurance benefits will be forty five percent (45%), and shall be a prepaid per current practice.
5. **Medical Insurance Waiver.** Employees not receiving this benefit as of July 1, 2014 shall not be eligible to receive the waiver benefit outlined below.

In consideration for the employee electing to waive group medical insurance coverage, the Town shall pay the employee fifty percent (50%) of the total health insurance premium for the qualifying waived coverage capped at the rate in effect on July 1, 2009.

An employee's election to select or waive group medical insurance shall remain in effect for a minimum of one (1) year. A change in election shall also remain in effect for a minimum of one (1) year. In accordance with the insurance carrier's procedures, employees may change elections upon the occurrence of certain qualifying events. Any employee eligible to make such elections (other than an election made upon initial employment) shall submit the election form to the Payroll Office. Such elections shall become effective in accordance with the insurance carrier's procedures or rules.

Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. A qualifying event is generally defined as marriage or divorces; birth, adoption, or placement for adoption; death of dependent; change in employment status of self or dependent; loss of other coverage, or loss of dependent status. If an employee has questions as to what matters meet the definition of a qualifying event, the employee should reference the actual insurance policy documents issued or possessed by the insurer, or speak with an insurance carrier representative, the Town's Benefits Administrator, or Human Resources.

Payments shall be made in equal installments based on the number of payrolls pay dates during that fiscal year, and such payments shall not be considered part of the employee's annual salary or wage but will be considered taxable income.

6. **Group Dental Coverage.** All employees may elect to enroll in the Dental Plan, as described in **APPENDIX L**.

7. **Section 125 Pre-Tax Contribution.** In accordance with Public Act No. 07-185, any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding Internal Revenue Code of the United States, from time to time amended. In order to be eligible for this benefit, a Salary Reduction Agreement signed by the employee must be submitted.

8. **Retiree Medical Insurance Coverage for Employees Retiring Before July 1, 2021.** Employees hired after January 1, 2009 will not be eligible for post-retirement medical insurance benefits.

a. Twenty (20) Years of Full-Time Service and Attained Age 55

The Town will continue to pay the applicable cost of Group Medical/Dental Insurance coverage for the employee and 50% for the employee's spouse upon employee's retirement unless the employee has similar group coverage with a new employer, from employee's date of retirement to Medicare Part A Eligibility. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume full cost of supplemental Medicare coverage for retiree and one half for the retiree's spouse provided retiree pays all costs, in advance, monthly or quarterly. If an employee dies, his/her spouse may continue this benefit.

b. Ten (10) Years of Full Time Service

Group Medical/Dental Insurance benefits will be continued for retirees, but not for retirees' spouses or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of coverage for the employee's spouse or dependents. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. Upon Medicare Part A eligibility the retiree may obtain supplemental Medicare coverage for retiree and spouse provided retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance monthly or quarterly.

9. **Retiree Medical Insurance Coverage for Employees Retiring On and After July 1, 2021:** Employees hired after January 1, 2009 will not be eligible for post-retirement medical benefits.

a. Twenty (20) Years of Full Time Service and Attained Age 55

The Town will continue to pay the applicable cost of Group Medical/Dental Insurance coverage in effect for the employee and fifty percent (50%) of the cost of Group Medical/Dental Insurance for the employee's spouse upon the employee's retirement unless the employee has similar group coverage with a new employer, from the employee's date of retirement to Medicare Part A eligibility. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume the full cost of supplemental Medicare coverage for the retiree and one half (½) for the retiree's spouse provided the retiree pays all costs, in advance, monthly or quarterly. If an employee dies, his/her spouse may continue this benefit.

b. Ten (10) Years of Full Time Service

Group Medical/Dental insurance benefits in effect will be continued for retirees, but not for the employee's spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of coverage for their spouse or dependents. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. Upon Medicare Part A eligibility, the retiree may obtain supplemental Medicare coverage for the retiree and spouse provided the retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance, monthly or quarterly.

10. **Group Medical/Dental Insurance upon Death of Employee.** In the event of an employee's death, the spouse may remain in the Group Medical/Dental Insurance program in effect at the time of the employee's death, if the spouse pays the full cost of the premium, until such time as they are eligible for Medicare at the age of sixty-five (65). Costs associated with Medicare shall be covered at the spouse's full expense.

11. **Group Life Insurance.** During their employment with the Town, all eligible employees will receive \$20,000 in group life insurance. Basic benefit is doubled in the event of accidental death. The Town pays the full cost of this life insurance.

An additional amount of life insurance is provided to employees participating in the Town of Rocky Hill Defined Benefit Plan for Regular Employees, and the Town of Rocky Hill Defined Contribution Plan. The current benefit amount is one-and-one half (1 ½) times the employee's annual salary and is subject to a \$150,000 maximum. This benefit will be reduced by 35% once the employee reaches the age of seventy (70). This benefit is provided at no cost to the employee; however, IRS regulations impose a tax on life insurance coverage once such coverage exceeds \$50,000.00.

Upon employment, employees must complete the necessary application forms for group life, medical and disability insurance. Upon separation from employment, there may be options for eligible employees to continue this life insurance coverage, as set forth in documents on file with the Town governing life insurance portability and conversion.

12. **Group Long Term Disability.** Group Long Term Disability: Employees shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used, or (b) one hundred eighty (180) days, as follows:

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000

The Town will assume the full cost of this plan.

13. **Change of Carriers/Funding Arrangements.** The Town shall have the right to change insurance carriers or to self-insure.
14. **COBRA Continuation Coverage and HIPAA:** The Town is in compliance with State and Federal laws. Employees who lose their insurance coverage due to a qualifying event may be eligible to continue health coverage at their own expense for a certain period of time dependent upon the qualifying event. Employees will receive a COBRA notice explaining their COBRA rights and instructions for continuing health coverage.
15. **Retirement:** The Town participates in a retirement system coordinated with Social Security coverage.
- a. **Retirement Plan Documents.** Complete information on employee benefits, such as group life insurance, group medical insurance, disability income and retirement plans, is maintained in separate booklets and materials on file in Human Resources. The description of the Town's retirement system in the Personnel Rules shall not confer on any employee any rights or benefits not specifically set forth in retirement plan documents. In the event a conflict exists between Plan Documents and the Personnel Rules, the Plan Documents shall govern.
- b. **Defined Benefit Plan, Defined Contribution Plan.** The Town provides a Defined Benefit Plan or a Defined Contribution Plan for employees, *depending on the employee's date of hire*. Employee participation in the Defined Benefit Plan and Defined Contribution Plan is mandatory. While actively employed by the Town, employees are eligible for life insurance.

For both the Defined Benefit Plan and Defined Contribution Plan, full vesting is provided after five (5) years of employment. There is no Mandatory Retirement Age. Normal Retirement Age is sixty-two (62), and Early Retirement Age is fifty-five (55). With the exception of sworn police personnel, and employees noted in a Council resolution dated December 7, 1987, an employee must be age 18 (age 21 for exceptions noted above) to enroll..."

- 1) Defined Benefit Plan. Generally, the Defined Benefit Plan requires a four percent (4%) contribution from employees from January 1, 1988 through December 31, 1992, a three and one-third percent (3 1/3 %) contribution from employees from January 1, 1993 through December 31, 1997, and then a three percent contribution (3%) thereafter. Pre-retirement death benefits shall be paid in accordance with the Defined Benefit Plan. Employees hired after July 1, 2014 will not be eligible for the Defined Benefit Plan.
- 2) Defined Contribution Plan. For those employees hired after July 1, 2014, in lieu of the Defined Benefit Plan, the Town has developed a Defined Contribution Plan, into which employees who are not members of collective bargaining units will contribute six percent (6%) of their base salary. The contribution amount may change, depending on the employee's membership in a collective bargaining unit, or whether the employee's employment is subject to an employment agreement. Employees' contributions will be matched by the Town at three (3%) of their base salary, unless otherwise expressly noted in an applicable collective bargaining agreement or employment agreement.

RULE 14 - EMPLOYEE ASSISTANCE PROGRAM

The Town currently offers an Employee Assistance Program (EAP), which will be provided to Employees or their family members.

EAP provides a program designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns including, but not limited to: Physical and mental health, marriage, divorce, family, finances, alcohol, drug abuse, or other issues which may adversely affect the employees' job performance. The key function of the EAP is to assist employees and their families with personal or job-related challenges

RULE 15 – SEPARATION ALLOWANCES

1. Unused Leave Payments:

A. Vacation Leave

All full-time non-bargaining unit employees shall receive full payment for all earned but unused vacation leave upon separation from Town service.

B. Sick Leave

Department Directors hired prior to July 1, 2009, separating from Town service in good standing, shall be entitled to a payout for unused sick leave based on the following schedule:

- For separation after 20 years of service 60% of time accrued
- For separation after 10 years of service 40% of time accrued
- For separation after 5 years of service 20% of time accrued

Employees hired prior to July 1, 2009, who are eligible for retirement, or will be eligible for retirement and plan on retiring within the next three (3) fiscal years, may utilize the IRS Federal Catch-up provisions increasing the amount of contribution may opt to fill out either a MassMutual Pre-Retirement Catch-up Notification Form or an ICMA Declaration of Normal Retirement Age and Catch-up Worksheet and file it with the Payroll Office may utilize one-third of the payable sick time accumulation to make this contribution annually for those three (3) years between July 1st and August 31st annually.

2. Death Allowances

In the case of the death of an employee, all monetary remuneration owed to the employee by the Town shall be paid to the employee's estate in accordance with Section 45a-273 of the Connecticut General Statutes.

RULE 16 – REGULAR PART-TIME EMPLOYEES

1. Longevity and Paid Leaves: Regular part-time employees shall receive paid holidays, sick leave, longevity, personal days, and snow days as determined by the Town Manager and in accordance with applicable laws, and shall receive vacation leave on a prorated basis. These benefits shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represented and applying this to the holiday, sick leave, longevity, snow days as determined by the Town Manager, day of mourning when established by the Town Manager, and vacation leave for full time employees, unless otherwise required by state or federal law.

Medical and Life Insurance Benefits: Regular part-time employees shall be entitled to purchase the group medical insurance, life insurance, and disability income insurance as discussed in Rule 13 (“INSURANCE AND RETIREMENT”) as may change from time to time. Current premium cost share information is maintained in the Human Resources Department.

RULE 17 - LONGEVITY

1. Annual longevity payments for regular full-time non-bargaining employees shall be as follows:
 - Upon completion of 5 years of service \$425
 - Upon completion of 10 years of service \$525
 - Upon completion of 15 years of service \$750
 - Upon completion of 20 years of service \$1,000

Annual longevity payments shall be made in full upon the anniversary date of employment. If such date falls on a Saturday, employees will receive his/her payment on Friday and if it falls on Sunday, shall receive his/her payment on Monday. Employees hired after July 1, 2014 shall not be eligible for this benefit.

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APPENDIX A – ATTENDANCE AND LEAVE POLICIES

VACATION LEAVE POLICY

A full-time employee shall be entitled to five (5) paid days of vacation leave upon completion of six (6) months of service, not to be used until satisfactory completion of the first six months of the probationary period. A full-time employee shall be entitled to his full vacation leave as of January 1st.

1. Full time employees shall be granted vacation leave as follows:

Upon Completion of:	Employee Granted:
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 & 6 years	15 days
7 & 8 years	16 days
9 years	17 days
10, 11 & 12 years	18 days
13 & 14 years	19 days
15 years	20 days

2. Earned vacation must be taken during the calendar year. Employees may carry-over a maximum of ten (10) vacation days to the next calendar year without the prior approval of the employee’s respective supervisor or the Town Manager. With the prior approval of the supervisor and the Town Manager, vacation may be carried over to a specified date in the ensuing year, if the department work schedule precludes taking vacation within the calendar year.

In addition to receiving the annual leave noted above, full-time permanent employees not represented by a collective bargaining agreement will receive additional annual leave as follows:

- a. Those with one (1) through nine (9) years of service shall be entitled to two (2) additional vacation days.
 - b. Those with ten (10) years of service and above shall be entitled to four (4) additional vacation days.
3. **Prior Approval Required.** Requests for vacations must be submitted to the employee’s supervisor at least one (1) week in advance of the starting date. Vacation leave requests must be approved by the supervisor and the Town Manager. In the case of Directors or Department Heads, the Town Manager must approve all vacation leaves prior to the vacation.

Vacation leave shall be scheduled within a department, so service is not adversely affected. The employee’s supervisor shall determine vacation schedules. No more than two (2) weeks’ vacation may be used at any one time without prior written permission from the Town

Manager. Requests for vacation beyond two (2) weeks at any one time will only be granted for extenuating circumstances and will not be granted if deemed detrimental to the operation of the employee's department. Requests not filed for extended vacation leave in a timely manner will be automatically rejected.

4. Impact of Seniority. The Town reserves the right to limit the number of employees on vacation at any one given time, but within these limitations' seniority shall govern. In the event of any conflict on dates when vacation leave is requested, seniority shall govern priority.
5. Under no circumstances shall personal time be combined with vacation time to extend or take additional vacation.
6. Vacation time will not be accrued during an employee's extended absence after twelve weeks of absence.
7. Additional salary in lieu of vacation will not be paid to an employee, since the purpose of vacation is rest and relaxation.
8. Separation From Employment. A full-time employee who works less than six (6) months shall not be entitled to a vacation or vacation pay, upon separation. For full time employees who have worked longer than six (6) months will receive payment for all vacation time upon separation. Payment will be at the time remaining on the books after deducting any vacation time used for the balance credited on January 1st of each year.

PERSONAL LEAVE POLICY

As of January 1, 2018, each full-time employee shall receive up to five (5) days of paid personal leave per calendar year to be used after the completion of their probationary period.

Regular part time employees who work up to five (5) days per week will receive up to two (2) days of personal leave per calendar year on a pro-rated basis in accordance with Rule 16.

HOLIDAY LEAVE POLICY

1. Any full-time employee who is not covered by a collective bargaining agreement shall be granted time off with pay for the holidays listed below:
 1. New Year's Day
 2. Martin Luther King Day
 3. President's Day
 4. Good Friday
 5. Memorial Day
 6. Juneteenth

7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Thanksgiving Day
 11. Friday Following Thanksgiving
 12. Christmas Day
 13. One-half day before Christmas and One-half day before New Year's Day
2. Full-time probationary employees shall be eligible for paid holidays.
 3. Employees shall not be paid for holidays unless they work the last day prior to the holiday and the next workday after the holiday, unless such employees are on a leave approved by their supervisor or the Town Manager.
 4. Regular Part-Time employees' holidays, like their other paid-time-off, is governed by Rule 16 of these Personnel Rules, entitled, "Rule 16 – REGULAR PART-TIME EMPLOYEES."
 5. This policy does not apply to employees who are considered part-time, temporary, seasonal, or per diem employees. Also, this policy does not apply to employees represented by a collective bargaining unit, as their holidays are set forth in their respective collective bargaining agreements.

SNOW DAY POLICY

A "snow day" is a non-workday for which an employee receives full pay as established and approved by the Town Manager, and the Town Hall and Library are closed. Essential employees may be required to work.

BEREAVEMENT LEAVE POLICY

Full-time regular employees not covered by a collective bargaining agreement shall be granted a leave of absence with pay for a maximum of three (3) days for the purpose of attending funerals in their immediate family or for the purpose of attending to other family obligations related to the funeral in the immediate family.

Immediate family refers to the following: A spouse, domestic partner, sibling, sibling-in-law, parent, parent-in-law, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, or other permanent member of the employee's household.

For bargaining unit employees, bereavement leave is addressed within applicable collective bargaining agreements.

DAY OF MOURNING POLICY

A day of mourning, which shall be a paid non-workday, may be established by the Town Manager, based upon action of the Governor of Connecticut, or President of the United States. Personnel required to work on this day shall be granted an alternative paid non-workday by the Town Manager.

SICK LEAVE POLICY

Connecticut Paid Leave Law Effective January 1, 2025, the Connecticut Paid Sick Leave Law was expanded to include all positions, with the exception of temporary or seasonal employees who work less than 120 days for the Town. The *Connecticut Paid Sick Leave Notice* has been reprinted below, and is posted on employee bulletin boards.

1. **Sick Leave Accrual** Under the law, employees accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked, up to forty (40) hours. Pursuant to the law, any sick leave taken **during** these initial forty (40) hours will be subject to the provisions of the Connecticut Paid Sick Leave Act (2025). Sick leave utilized **after** exhausting the initial forty (40) hours remains subject to the attendance and time-off provisions set forth in the Town's collective bargaining agreements and the Personnel Rules, unless otherwise required by the law.
To ensure compliance with the Connecticut Paid Sick Leave Act (2025), upon employment with the Town, the Payroll Office will advance forty (40) hours of paid sick leave to newly hired employees who are covered by the Connecticut Paid Sick Leave Act (2025). Employees of the Town will continue to accrue sick leave as of their first day of employment.
2. Pursuant to the Connecticut Paid Sick Leave Act (2025), employees who take a sick leave during the initial, annual forty (40) hours of sick leave:
 1. Are not required to provide advance notice of their need for sick leave.
 2. Are not required to submit medical documentation of their need for a sick leave.
 3. May take sick leave for the reasons set forth below.
 - a. An employee may use paid sick leave for their own:
 - illness, injury or health condition;
 - the medical diagnosis, care or treatment of his or her mental illness or physical illness, injury or health condition;
 - preventative medical care; or
 - mental health wellness day.
 - b. An employee may use paid sick leave for a family member's:
 - illness, injury or health condition;
 - medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
 - preventative medical care.
 - c. An employee may use paid sick leave when either:

- the employer's place of business; or
 - a family member's school or place of care closes by order of a public official due to a public health emergency.
- d. An employee may use paid sick leave when a health authority, the employer of the employee or the employee's family member, or a health care provider determines that the employee or the employee's family member poses a risk to the health of others because of exposure to a communicable disease.
- e. An employee may use paid sick leave if the employee or the employee's family member is a victim of family violence or sexual assault:
- for medical care or psychological or other counseling for physical or psychological injury or disability;
 - to obtain services from a victim services organization;
 - to relocate due to such family violence or sexual assault; or
 - to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

For sick leave that is subject to the provisions of the Connecticut Paid Sick Leave Act (2025), “family member” means a spouse, sibling, child, grandparent, grandchild, or parent of an employee, or an individual who is related to the employee by blood or by an affinity whose close association the employee shows to be equivalent to those family relationships.

3. Beyond the initial, annual forty (40) hours of paid sick leave referenced under the Connecticut Paid Sick Leave Act (2025), employees will accrue sick leave at the rate specified in the Personnel Rules (for non-bargaining unit employees), or collective bargaining agreements (for bargaining unit employees).

Under the Personnel Rules, non-bargaining unit employees (both full-time permanent and probationary employees) is one and one-quarter (1-1/4) workdays for each full month worked.

4. **Use of Unaccrued Sick Leave, Carry Over** The Town will continue to allow employees to utilize the first forty (40) hours of sick leave before it is accrued. Further, employees are entitled to use their sick leave in hourly increments, and are entitled to carry over unused sick leave pursuant to applicable collective bargaining agreements and Town Personnel Rules.
5. **Sick Leave Accumulation** For employees hired prior to July 1, 2014, sick leave is to be accumulated without any maximum limit during the employee’s period of service. For employees hired after July 1, 2014, sick leave may be accumulated to a maximum of two hundred (200) days.
6. **Prior Notification of Sick Leave** Prior to exhausting their initial forty (40) hours of sick leave each year, employees are not required to provide advance notice of their need to use paid sick leave.
7. After their initial forty (40) hours of sick leave is exhausted each year:
A. Employees must submit medical documentation concerning sick leave used beyond the forty (4) hours, consistent with collective bargaining agreements and Town policies.

- B. Except in emergency situations, to receive compensation while absent on sick leave, the employee shall notify his/her supervisor, prior to the time set for beginning his/her daily duties, as may be specified by the supervisor.
 - C. Where prior notice is not possible, employees should submit a written sick leave request to their supervisor upon returning to work.
 - D. Except in emergency situations, failure to notify the supervisor prior to the employee's starting time, or within one half (1/2) hour of said time, may subject employee to disciplinary action.
7. **Purpose and Proper Use of Sick Leave** The following applies to sick leave used after exhaustion of the initial, annual forty (40) hours of sick leave set forth in the Connecticut Paid Sick Leave Act (2025).

Sick Leave shall not be considered a privilege which an employee may use at their discretion, but shall be allowed only in case of actual sickness, disability of the employee, or at the discretion of the supervisor in the case of sickness in the immediate family (spouse, sibling, sibling-in-law, parent, parent-in-law, child, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, domestic partner, or other permanent member of the employee's household), requiring the employee's attendance upon the ill member, medical-dental appointments or quarantine restrictions. Unauthorized or misuse of sick leave shall result in disciplinary action up to and including termination of employment.

8. **Sick Leave Records** Sick Leave is recorded regularly in personnel records in accordance with applicable laws and information concerning sick leave balances is viewable through employees' on-line portals maintained by the Town and in printed format upon request.
9. **Lengthy Absence** After exhausting their initial forty (40) hours of annual sick leave, employees who remain out of work for an additional three (3) or more days of sick leave, may be required to submit a medical note concerning the illness. If the employee does not return to work following these three (3) or more additional days of sick leave, a physician's written statement detailing a return-to-work date may be required, to ensure that an employee is able to perform the essential functions of the employee's position and whether accommodations are requested. The Town may request a fitness for duty evaluation in accordance with applicable law.
10. **Sick Leave Pay and Accidents/Illness** Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives their full pay, and not full pay *plus* accident and sickness payment. The employee's sick leave account will be charged on a pro rata basis (percentage of total payment represented by sick leave). See Rule 13.12 (concerning Group Long-Term Disability Insurance).

NOTICE

Connecticut General Statutes §§ 31-57r - 31-57w – Paid Sick Leave

Each employer with 25 or more employees, based on the number of employees on its payroll for the week containing January 1st annually, shall provide paid sick leave annually to each of its employees in the state. The paid sick leave shall accrue beginning January 1, 2025, for current employees, or for employees hired after January 1, 2025, beginning on the employee's date of employment.

Accrual

The accrual is at a rate of 1 hour of paid sick leave for each 30 hours worked by an employee up to a maximum of 40 hours per year (the employer shall choose any 365-day period used to calculate employee benefits in order to administer paid sick leave).

- No employee shall be entitled to use more than the maximum number of accrued hours.

Carry Over

Each employee shall be entitled to carry over up to 40 unused accrued hours of paid sick leave from the current year period to the following year period.

Use of Paid Sick Leave

An employee shall be entitled to the use of accrued paid sick leave 120 calendar days after their date of hire.

Employees may use accrued paid sick leave in one-hour increments.

Recordkeeping

Employers must track and keep records of hours worked and paid sick leave accrued and used for every employee.

Pay

Each employer shall pay each employee for paid sick leave at a pay rate equal to the greater of either:

- the normal hourly wage for that employee; or
- the minimum fair wage rate under section 31-58 of the general statutes in effect for the pay period during which the employee used paid sick leave.

Reasons for Use of Leave

An employee may use paid sick leave for his or her own:

- illness, injury or health condition;
- the medical diagnosis, care or treatment of his or her mental illness or physical illness, injury or health condition;
- preventative medical care; or
- mental health wellness day.

An employee may use paid sick leave for a family member's:

- illness, injury or health condition;
- the medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
- preventative medical care.

An employee may use paid sick leave when either:

- the employer's place of business; or
- a family member's school or place of care closes by order of a public official due to a public health emergency.

An employee may use paid sick leave when a health authority, the employer of the employee or the employee's family member, or a health care provider determines that the employee or the employee's family member poses a risk to the health of others because of exposure to a communicable disease.

An employee may use paid sick leave if the employee or the employee's family member is a victim of family violence or sexual assault:

- for medical care or psychological or other counseling for physical or psychological injury or disability;
- to obtain services from a victim services organization;
- to relocate due to such family violence or sexual assault;
- to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

"Family member" means a spouse, sibling, child, grandparent, grandchild, or parent of an employee, or an individual who is related to the employee by blood or by an affinity whose close association the employee shows to be equivalent to those family relationships.

Documentation

No employer shall require an employee to provide any documentation that paid sick leave is being taken for a reason covered by the paid sick leave law.

Prohibition of Retaliation or Discrimination

No employer shall take retaliatory personnel action or discriminate against an employee because the employee:

- requests or uses paid sick leave either in accordance with the act; or
- in accordance with the employer's own paid sick leave policy, as the case may be; or
- files a complaint with the Labor Commissioner alleging the employer's violation of the act.

Collective Bargaining

Nothing in the act shall diminish any rights provided to any employee under a collective bargaining agreement, preempt or override the terms of any collective bargaining agreement effective prior to January 1, 2012, or July 1, 2012, pursuant to chapter 319pp.

Complaint Process

Any employee aggrieved by a violation of the provisions of the law may file a complaint with the Labor Commissioner. Upon receipt of any such complaint, said Commissioner may hold a hearing. After a hearing, the Commissioner may assess a civil penalty or award other relief.

Employees may file a complaint on the Department of Labor website: https://portal.ct.gov/dol/divisions/wage-and-workplace-standards/wage-complaint?language=en_US

This is not the complete Paid Sick Leave law. Please contact your Human Resources office for additional information.

Effective 1/1/25

TOWN POLICY REGARDING FAMILY AND MEDICAL LEAVE ACT (FMLA) & MILITARY FMLA

The Federal Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, an employee must:

1. Have worked at least 12 months for the Town in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Have worked at least 1,250 hours for the Town over the preceding 12 months; and
3. Currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to, or necessitated by, service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newborn child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee’s spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee’s serious health condition that makes the employee unable to perform the employee’s job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
6. to handle certain qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty or call to covered active-duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with two exceptions. for leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

If both spouses work for the Town and leave is requested for the birth, adoption, or placement of a child for foster care or to care for a parent with a serious health condition, the aggregate number of workweeks which they can receive off are 12 workweeks during the 12-month period.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments.

Other situations may meet the definition of continuing treatment.

Identifying the 12-Month Period

The Town measures the 12-month period in which leave is taken by the “rolling” 12- month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered servicemember, the Town calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness.

Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Town operations.

If, during your leave, circumstances change which affect an employee’s need for leave, the employee must contact the Human Resources Director immediately.

Use of Accrued Paid Leave

Depending on the purpose of the leave request, the employee may choose (or the Town may require the employee) to use accrued paid leave (such as sick leave, vacation, or personal time), concurrently with some or all of the employee’s FMLA leave. To the extent permitted by law, leaves granted pursuant to the FMLA will run concurrently with leaves granted under other policies (e.g. workers’ compensation, reasonable accommodations provided under the Americans with Disabilities Act, Connecticut Fair Employment Practices Act and Pregnancy Workers’ Fairness Act, sick leave law, family or domestic violence laws).

Maintenance of Health Benefits

If the employee and/or the employee's family participate in the Town's group health plan, the Town will maintain coverage during your FMLA leave on the same terms as if the employee had continued to work. If applicable, the employee must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Town may recover premiums it paid to maintain health coverage or other benefits for the employee and his family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

Notice and Medical Certification

When seeking FMLA leave, the employee is required to provide documentation and information described in items 1 through 4 below.

1. **Sufficient information** for to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.
 - a. The Employee must also inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave.
 - b. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Town's normal call-in procedures, absent unusual circumstances.
2. **Medical certification** supporting the need for leave due to a serious health condition affecting an employee or an immediate family member within 15 calendar days of the Town's request to provide the certification (additional time may be permitted in some circumstances). If the Employee fails to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
3. **Periodic reports** as deemed appropriate during the leave regarding the employee's status and intent to return to work.
4. **Medical certification of fitness for duty before returning to work**, if the leave was due to your serious health condition. The Town will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement may be subject to disciplinary action, up to and including termination of employment subject to applicable law.

Likewise, following the conclusion of your FMLA leave, the Town’s obligation to maintain the employee’s group health plan benefits ends (subject to any applicable COBRA rights). Employees who are unable to return to work due to their own serious health condition should contact the Human Resources Director to request an accommodation. The Town will engage in the interactive process to assess possible accommodations.

MILITARY-RELATED FMLA

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two (2) forms of such leave: 1) **Military Caregiver Leave**, and 2) **Qualifying Exigency Leave**. Each of these leaves is detailed below.

Definitions

1. A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
2. A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
3. The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.
4. For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is:
 - a. a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating;
 - b. a physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD

rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;

- c. a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or
 - d. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
5. "Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

1. Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.
2. To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.
3. An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.
4. Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."
5. Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a

covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

6. An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

1. Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the covered active duty or call to covered active-duty status of a “military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”).

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above).

The employee must meet all other eligibility standards as set forth within the FMLA policy.

2. Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- (1) **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.
- (2) **Military events and related activities.** To attend any official military ceremony, program, or event related to covered active duty or call to covered active-duty status or to attend certain family support or assistance programs and informational briefings.
- (3) **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

- (4) **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- (5) **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent, when necessary, as a result of duty under a call or order to covered active duty.
- (6) **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 calendar days of leave for each instance of rest and recuperation.
- (7) **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active-duty status. This also encompasses leave to address issues that arise from the death of a military member while on active-duty status.
- (8) **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
- (9) **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the Town and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days.

Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

POLICY ON ABSENCE WITHOUT LEAVE

An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as an absence without leave. Such absence may be grounds for disciplinary action. Where conditions warrant, and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave.

If an employee is absent without leave for four (4) consecutive days, their employment with the Town automatically terminates.

LOSS OF PAID-TIME-OFF ACCRUALS POLICY

If an employee is suspended for ten (10) or more working days in any calendar month, or is absent without leave for two (2) or more days in any calendar month, they will not accrue any vacation leave or sick leave for that month. An employee shall not be paid for any holiday occurring in conjunction with leave without pay, or during an employee's suspension.

APPENDIX B – CIVIL DUTY LEAVE POLICES

MILITARY LEAVE POLICY

The Town of Rocky Hill is committed to supporting employees who serve in the military. The Town of Rocky Hill complies with the *Uniformed Services Employment and Reemployment Act* (USERRA), Connecticut state law, and the Family Medical Leave Act as it pertains to employees in the military, their families and caregivers. Town Employees who are also military personnel will at times need to take leave for military training, mobilization, or deployment.

Documentation Required. When required to serve on active duty, reserve, or National Guard duty, employees must provide service orders to their Department Director, who in turn shall provide a copy of the orders to the Director of Human Resources.

Leave Benefits. In addition to those benefits provided by law, permanent full-time employees shall be paid the difference between their salary and military compensation for up to 14 days per year. In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his/her military service pay. The employee will not continue to receive this benefit if he/she does not return to his/her Town job within fourteen (14) days after National emergency or orders have ended or release from the military. The employee will not lose any seniority, but no additional benefits will be earned.

In the event of death, this benefit will cease immediately. This paid benefit shall be for a period of the emergency only. This paid benefit shall apply to all full-time Town employees who work regular 35/40-hour workweeks. Payment under this benefit shall be made on a monthly basis. This is in addition to any State or Federal regulation (This incorporates a policy adopted by the Town Council in October 1990).

EMERGENCY SERVICES LEAVE POLICY

The Town will not terminate or in any manner discriminate against an eligible employee for being an active volunteer firefighter or member of a volunteer ambulance service, if an employee arrives late to work or is absent from work when responding to a fire or ambulance call, prior to or during the employee's regular hours of employment. Time missed from work to respond to a fire or ambulance call will be unpaid.

1. To be eligible under this policy, the employee must:
 - a. Provide a written statement, no later than 30 days after being certified as a volunteer firefighter or member of a volunteer ambulance service, signed by the chief of the volunteer fire department or the medical director or chief

- administrator of the ambulance service, detailing their status as a volunteer firefighter or member of a volunteer ambulance service.
- b. Make every effort to notify their supervisor that the employee may report to work late, or be absent from work, in order to respond to an emergency fire or ambulance call prior to or during their regular hours of employment.
2. If an employee is unable to provide prior notification of a late arrival or absence when responding to an emergency fire or ambulance call, the employee must provide to their supervisor or Department Director a written statement signed by the chief of the volunteer fire department or the medical director or chief administrator of the volunteer ambulance service, that:
 - a. Explains why the employee was unable to provide prior notification;
 - b. Verifies the employee responded to a fire or ambulance call; and
 - c. Specifies the date, time, and duration of the response.
 3. The employee must promptly notify the Human Resources Director of any change to their status as a volunteer firefighter or member of a volunteer ambulance service, including, but not limited to, the termination of such status.

JURY DUTY LEAVE POLICY

All employees will be given time off to meet their civic obligations to serve on a jury as required by law.

1. Regular full-time employees will be paid their regular wages for the first five (5) days of jury service. Regular full-time employees will be paid the difference between their wages and the compensation they receive from the government to serve for up to three additional weeks.
2. Paid jury leave may be extended up to an additional three (3) weeks, with the Town's payment reduced to provide the employee with two thirds (2/3) of their normal daily and weekly compensation for this additional period. The remainder of jury service will be unpaid.

To receive the Jury Leave payments described above, the employee will be required to execute the below agreement and provide a copy of the summons to the Director of Human Resources.

3. Employees who are exempt from minimum wage and overtime requirements will be paid their full salary for any weeks in which they perform work for the Town.
4. Employees who work less than 20 hours per week will be permitted to take unpaid time off for jury duty.

**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL**

And

EMPLOYEE'S FULL NAME (Please

Print): _____

The Town agrees to:

Continue your biweekly/weekly paycheck in accordance with the provisions of Rule 12-14, Jury Leave of the Personnel Rules.

Employee's Full Name (Please Print): _____ **agrees to:**

Sign over to the Town within three (3) business days' any and all payments for jury duty they receive, up to a maximum of seven (7) weeks of jury duty.

FOR THE EMPLOYEE:
Signature

FOR THE TOWN:
Signature

Printed Name

Printed Name

Date

Date

APPENDIX C - ACCEPTABLE USE POLICY FOR ELECTRONIC DEVICES

The Town of Rocky Hill (Town) is committed to the utilization of new technologies. In order to ensure compliance with the existing laws and regulations, as well as Town policies, and to protect the Town from being victimized by the threat of viruses or hacking into our system, the following policy has been established. This policy applies to all Town employees, other workers and representatives, including vendors, volunteers, and visitors.

The Town of Rocky Hill's Acceptable Use Policy for Electronic Devices addresses the use of information technology systems, electronics and the Town's data infrastructure. Enforcement of this Acceptable Use Policy for Electronic Devices is consistent with the policies and procedures of this organization.

Being informed is a shared responsibility for all users of the Town's information systems. Being informed includes:

- Knowing this policy and other related rules and policies;
- Knowing how to protect your data and data that you are responsible for;
- Knowing how to use shared resources without damaging them;
- Knowing how to keep current software updates;
- Knowing how to report a virus warning, a hoax, or other suspicious activity; and
- Participating in training.

Compliance with this policy is mandatory for all employees within this organization. The policy applies to all Town information, computer systems, devices and data used for official Town business regardless of its location.

AUTHORIZED USE

Users must not use other users' passwords, user ID's, or accounts, or attempt to capture or guess other users' passwords. Users are also restricted from using business equipment for personal use, without authorization from the Town Manager. Users must not hide their identity for malicious purposes or assume the identity of another user.

PRIVACY

User files may be subject to access by authorized employees of the Town of Rocky Hill during the course of official business. Accordingly, users should have no expectations of privacy and their activity may be monitored.

At no time shall an employee and/or administrator log onto or make unauthorized use of another user's account without permission granted by both the Town Manager and Information Technology Director jointly.

RESTRICTED USE

Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization: electronic mail, data, or programs, or information protected under state and federal laws. Users must not release another person's information.

PROPER USE OF RESOURCES

Users should recognize that computing resources are limited and user activities may have an impact on the entire network.

Users must not:

- Misuse email
 - Spread email widely (chain letter) and without good purpose ("purpose") or flood an individual, group or system with numerous or large email messages ("bombing").

Possible internet and email scams should be reported to the IT Department ASAP. These scams can lead to unauthorized access and transmission of sensitive data and introduction of malicious software into the Town's data infrastructure. Users must not open emails from unknown senders or emails that seem suspicious.

PROTECTING INFORMATION AND SHARED RESOURCES

Users must:

- Follow established procedures for protecting files, including managing passwords, using encryption technology, and storing back-up copies of files.
- Protect the physical and electronic integrity of equipment, networks, software, and accounts on any equipment that is used for the Town of Rocky Hill business in any location.
- Not open emails from unknown senders or email that seems suspicious.
- Not knowingly introduce worms or viruses or other malicious code into the system nor disable protective measures i.e.: antivirus, spyware firewalls.
- Not install unauthorized software.
- Not enter sites that contain obscene, objectionable or pornographic materials. Storage of such documents, electronic files or communication that is considered obscene or discriminatory in nature and/or content with a Town or Internet account shall result in disciplinary action up to and including termination (with the exception that Internet Crimes are part of an official police investigation).
- Not enter chat rooms, news groups or blogs, etc. or represent personal opinions as those of the Town of Rocky Hill via chat rooms, news groups, or participate in blogging etc.
- Not enter in accessing casino/sports book Internet sites with the Town's computer and/or Internet access applications.

CIVILITY

Users must not harass other users using computer resources or make repeated unwelcome contact with other users. Users must not display material that is inappropriate in an office environment for example, consistent with the Town of Rocky Hill policies.

APPLICABLE LAWS

Users must obey local, state, and federal laws including laws on copyright and other intellectual property laws.

The Town reserves the right to inspect any employee’s computer for violations with or without notice at any time.

The Town of Rocky Hill’s Acceptable Use Policy for Electronic Devices shall take effect immediately.

ACKNOWLEDGEMENT

I have read and agree to the terms and conditions of the Town of Rocky Hill Acceptable Use Policy for Electronic Devices. I fully understand its meaning and intent.

A copy of the signed policy will be placed in the employee’s personnel file.

_____	_____	_____
Employee (Print Name)	Employee Signature	Date

APPENDIX D - ACCOMMODATIONS POLICY FOR RELIGIOUS BELIEFS

The Town will make good faith efforts to provide reasonable accommodation for employees sincerely held religious beliefs unless doing so would create an undue hardship. Employees seeking a religious accommodation should make such a request to the Director of Human Resources.

APPENDIX E - ANTI-HARASSMENT POLICY

SEXUAL HARASSMENT IS ILLEGAL, AS ARE OTHER FORMS OF HARASSMENT THAT CREATE A HOSTILE WORK ENVIRONMENT.

POLICY STATEMENT: It is the policy of the Town of Rocky Hill that all employees, as defined below, have the right to work in an environment free of any and all forms of unlawful harassment. The Town of Rocky Hill enforces a “zero tolerance” policy. The Town shall take direct and immediate action in response to all reported incidents of harassment. Such action may include disciplinary action up to and including termination of employment or contractual relationship with the Town of Rocky Hill.

PROHIBITED ACTIVITY: All Town employees, other workers and representatives, including vendors, volunteers, and visitors, are prohibited from harassing employees and other covered persons based on that individual’s sex or gender or any other characteristic protected under applicable federal or state law.

Sexual harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- a. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

The Town’s anti-harassment policy applies equally to harassment based on an individual’s race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran; or any other characteristic protected under applicable federal or state law.

TYPES OF HARASSMENT:

- 1. **Quid Pro Quo Sexual Harassment (This for That).** This type of harassment occurs when someone in a position of power offers a benefit in exchange for sexual attention or threatens your job if you refuse sexual attention.
- 2. **Harassment That Causes A Hostile Work Environment.** This type of harassment occurs when a co-worker, supervisor, or third party makes repeated inappropriate and unwanted sexual advances, comments or requests, or repeated inappropriate and unwanted comments or requests based on an individual’s protected class as set forth under state or federal law.

EMPLOYEES' RESPONSIBILITIES: Each supervisor shall be responsible for preventing acts of harassment. This responsibility includes, but is not limited to monitoring the work environment on a daily basis for overt and covert signs that harassment may be occurring; responding to any and all behaviors, verbal or otherwise, within and outside their departments and realm of responsibility; and educating and advising all employees on the types of behavior prohibited, the Town's "zero tolerance" policy, and procedures for reporting and resolving complaints of harassment. Each supervisor **MUST** assist employees of the Town who file harassment complaints with that supervisor, or register concerns or inquiries relating to harassment, and forward related information and documentation to the Human Resources/Title VII officer or designee.

Each employee of the Town is responsible for assisting in the prevention of harassment by refraining from participation in or encouragement of actions that could be perceived as harassment; reporting acts of harassment to a supervisor; and encouraging any employee who confided that he/she is being harassed to report these acts to his/her supervisor OR any supervisor within the Town.

Failure to take action by any employee to stop known harassment violates the Town's zero tolerance policy and may be grounds for discipline.

COMPLAINT PROCEDURES: If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Town Manager, Human Resources/Title VII Officer, or designee. The Town will ensure that a prompt investigation is conducted. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Town will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

In addition to filing an internal complaint through these procedures, employees may file complaints with the Connecticut Commission on Human Rights & Opportunities (CHRO), 21 Grand Street, Hartford, CT 06106 (www.ct.gov/CHRO); and/or with the Equal Employment Opportunities Commission (EEOC), One Congress Street, Boston, MA 02114.

1. For events occurring prior to October 1, 2019, written complaints must be filed with CHRO within one hundred eighty (180) days of the alleged harassment, and with the EEOC within three hundred (300) days of the alleged harassment.
2. For events occurring after October 1, 2019, written complaints must be filed with CHRO and/or the EEOC within three hundred (300) of the alleged harassment.
3. Remedies for sexual harassment include cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement, emotional distress damages, attorney's fees. A court may order payment of CHRO's fees and costs for claims filed in civil court.

NO RETALIATION: No one will be subject to, and the Town prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations.

APPENDIX F - BUSINESS ATTIRE POLICY

The Town of Rocky Hill wants to project a friendly, yet professional image to the general public. People visiting any Town office and/or facility should be met by an employee who is dressed in office/workplace appropriate attire. Accordingly, it is expected that all staff will wear clothing that is neat, clean, well-mended, and appropriate for the type of job to which the employee is performing.

It should be noted, that the Town has not officially declared “dress down Friday” or “casual day”. However, the Town, in keeping with current lifestyles, would like to remind staff that casual wear or “relaxed” dressing should be in good taste and appropriate for the office.

Please note that Occupational Safety and Health Administration (OSHA) standards or other safety laws or standards may supersede this policy and some departments may have a required uniform based on a collective bargaining agreement due to the nature of the work performed.

Any employee whose appearance does not meet this policy’s standards will be counseled by their supervisor or manager. If an employee’s appearance is inappropriate in the judgement of the supervisor or manager, the employee may be asked to leave work to correct the problem. Such time away from work will be charged to paid time off or, for hourly employees, will be unpaid if no paid time off is available. Moreover, violation of this policy may lead to disciplinary action.

APPENDIX G -NON-VIOLENCE IN THE WORKPLACE

EMPLOYEE: Any and all full time, part time, bargaining, non-bargaining, per diem, volunteers, contracted service providers, consultants, etc. personnel performing any duties or functions for the Town of Rocky Hill shall hereinafter be referred to as “employees” and shall be subject to the terms and conditions of this policy.

The Town of Rocky Hill (hereinafter referred to as the “Town”) is committed to providing a workplace free of physical and/or psychological violence. The purpose of this policy is to maintain a healthy work environment, to define workplace violence, to provide protocol and procedures for reporting, investigating and resolving employee concerns. The Town shall take direct and immediate action in response to all reported threats of violence. Such action may include disciplinary action up to and including termination of employment.

PROHIBITED ACTIVITY SHALL INCLUDE, BUT IS NOT LIMITED TO:

DEFINITION: Workplace violence is physical assault, threatening behavior or verbal abuse occurring in the work setting. Any act of physical, verbal or psychological threat or abuse or trauma on an individual those results in physical and/or psychological damage. Any and all physical conduct which has the effect of offensive bodily contact.

Employer – directed workplace violence is commonly viewed as an “insider threat”. There are many risk factors associated with these phenomena.

Usually some type of trauma is experienced which creates extreme tension or anxiety and/or cumulative minor events, which are left unresolved.

The sequence of events are: (a) problem(s) are perceived as unsolvable, (b) all responsibility is projected onto the situation, (c) the frame of reference becomes increasingly egocentric, (d) self-preservation and self-protection gradually become sole objectives, (e) a violent act is perceived as the only way out, and (f) a violent act is attempted or committed.

Any supervisor, who notices a change in an employee’s attitude, behavior and/or physical appearance etc. and/or has received a complaint or report from a co-worker, is obligated to address these concerns immediately in order to maintain a positive and productive work environment. The supervisor is also encouraged to refer the employee to the EAP or another outside source for professional assistance.

Any employee who believes that she/he is being subjected to potential physical abuse and/or psychological abuse should document all such incidents and prepare a witness list, if applicable AND report this to your immediate supervisor, Department Head and/or EAP Coordinator immediately. All reports will be investigated. There shall be no retaliation towards any employee who files a report or who assists in the investigative process, directly or indirectly.

The Town recognizes that the question of whether a particular action or incident is part of a purely personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and circumstances of the matter. All acts of violence or threats of violence may be reported to law enforcement authorities. This assessment will be determined on a case-by-case basis, subsequent to a thorough investigation of the facts. The Town also recognizes that false accusations of violence or any “prohibited activity” as noted in this policy, shall have serious consequences.

In addition, employees may have other civil and/or criminal remedies available to him/her. All employees are asked for their support and cooperation in assisting the Town enforce a Zero Tolerance Non-Violence in the Workplace policy.

If you have any questions, or need more information regarding Non-violence in the Workplace issues, please contact the Town Manager and/or any supervisor and/or any department head.

APPENDIX H -REASONABLE ACCOMMODATIONS FOR DISABILITIES, PREGNANCY and RELATED CONDITIONS, PREGNANCY LEAVE, and NURSING MOTHERS

1. Disability Accommodation

The Town is committed to providing equal employment opportunities to otherwise qualified employees with physical, mental or intellectual disabilities which may include providing a reasonable accommodation where appropriate, to enable them to perform the essential functions of their position in a safe manner. Reasonable accommodation is any change in the work environment or in the way a job is performed that enables a person with a disability to perform the essential functions of their job.

The Town will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee with a disability to enable him or her to perform essential job duties unless such accommodation would impose an undue hardship on the operations of the Town. An individual with a disability is “otherwise qualified” if he or she can perform the essential functions of the position with or without reasonable accommodation.

Documentation. In order to ascertain whether an employee is entitled to an accommodation for a disability, the Town may request that the employee provide information from his/her medical provider or obtain a fitness for duty examination by a health care provider selected by the Town.

Interactive Process. The Town will engage in the interactive process to assess what if any accommodations could be provided that would enable the employee to perform the essential functions of the position and whether accommodations would pose an undue hardship. Any individual who is in need of accommodations should contact the Human Resources Director.

2. Pregnancy (Or Related Conditions) Accommodations

The Town is committed to providing equal employment opportunities to employees due to medical condition due to past, present or intended pregnancy, childbirth, related condition (including lactation). Consistent with this commitment, the Town will provide a reasonable accommodation to employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, you should contact the Director of Human Resources.

The Town may need medical information regarding the nature of the accommodations you are requesting, the reason you need an accommodation and how the accommodation will assist you to perform the essential functions of your job subject to applicable law.

After receiving your written request, the Town will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations.

3. Pregnancy Leave

Employees who are pregnant may obtain reasonable time off from work if the employee is medically incapable of working because of the pregnancy in accordance with applicable law. The length of time for which the employee is medically unable to work shall be documented via a physician's certification. Employees will be required to use all accrued but unused time during this period of leave. The remainder of the leave will be unpaid.

All requests for leave under this policy must be submitted in writing to the Human Resources Director accompanied by an acceptable physician's certificate indicating length of leave requested. This medical certificate will be accepted for absence due to pregnancy up to six weeks after delivery or eight weeks for cesarian section deliveries. Further absence will may additional medical certificates in accordance with normal procedures and as permitted by law.

In accordance with applicable law, the Town may require a return-to-work certification from a physician indicating any work-related restrictions and any suggested accommodations that would enable you to perform the essential functions of your position.

4. Accommodations For Nursing Mothers

The Town will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to three years following the child's birth. For non-exempt employees, election of the employee, the Town will allow the employee to make up the time used to express milk before or after her normal shift. Uninterrupted lactation breaks do not count as hours worked. Exempt employees will be paid for lactation breaks.

If you are nursing, the Town will make reasonable efforts to provide you with a private room or other location to express milk (other than a restroom) in proximity to your work area. Provided there is no undue hardship to the Town, the room or other location will:

- a. Be shielded from the public, clearly designated, and either have a lock or a sign on the door to indicate when the room is in use.
- b. Include or be near a refrigerator or employee-provided cooler in which you can store your expressed milk.
- c. Include access to an electrical outlet.

If you use a Town refrigerator, sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator. Employees wishing to avail themselves of lactation accommodations should make a request to the Director of Human Resources so that arrangements can be made.

APPENDIX I - POLICY ON REST PERIODS

Each full-time employee shall be permitted a ten (10) minute paid rest period during each half of the daily schedule, if convenient to the operation of the Town and the department work schedule; otherwise, time shall be at employee's desk.

APPENDIX J - SOCIAL MEDIA POLICY

PURPOSE: The Town of Rocky Hill may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of goals, policies and programs endorsed by the Town of Rocky Hill. Town of Rocky Hill employees have the ability to publish articles, facilitate discussions and communicate information through various media related to conducting Town business. Social media facilitates further discussion of regional issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

POLICY

1. All Town of Rocky Hill social media sites shall be (1) approved by the Town Manager and the requesting Department Director; (2) administered by a designated Town employee or volunteer to be determined by the Department Director; who is responsible for site management and content;
2. Designees must have a complete understanding of this policy and the appropriate content and technical experience.
3. All Town of Rocky Hill social networking sites shall adhere to applicable state, federal and local laws, regulations and policies, Town of Rocky Hill internet policies and any other applicable Town of Rocky Hill policies.
4. Freedom of Information Act and e-discovery laws and policies apply to social media content and therefore, content must be able to be managed, stored and retrieved to comply with these laws.
5. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
6. The Town of Rocky Hill reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law or other Town policy or Personnel Rules.
7. Each Town of Rocky Hill social networking site shall include an introductory statement which clearly specified the purpose and topical scope of the blog and social network site. Where possible, social networking sites should link back to the official Town of Rocky Hill internet site for forms, documents and other information.
8. The Town of Rocky Hill social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - a. Comments not topically related to the particular site or blog article being commented upon;
 - b. Profane language or content;

- c. Content that promotes, fosters, or perpetuates discrimination on the basis of: race (including ethnic traits historically associated with race, such as hair texture and protective hairstyles), color, age, mental, physical or intellectual disability, religion, national origin, genetic information, sex, sexual orientation, gender identity or expression, pregnancy, pregnancy related medical conditions (including childbirth, lactation and disabilities relating to childbirth and reproduction), citizenship status, status regarding public assistance, marital status, service member status, veteran status, domestic violence status, prior complaint of discrimination or harassment or any other federal or state protected status.
 - d. Sexual content or links to sexual content;
 - e. Solicitations of commerce;
 - f. Conduct or encouragement of illegal activity;
 - g. Information that may tend to compromise the safety or security of the public or public systems; or
 - h. Content that violates a legal ownership interest of any other party.
9. All Town of Rocky Hill social networking moderators shall be trained regarding the terms of this Town of Rocky Hill policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.
10. All social networking sites shall clearly indicate they are maintained by the Town of Rocky Hill and shall have Town of Rocky Hill contact information clearly displayed.
11. Where appropriate, Town of Rocky Hill IT security policies shall apply to all social networking sites and articles.
12. Employees representing the Town of Rocky Hill via social media outlets must conduct themselves at all times as a representative of Town of Rocky Hill and in accordance with Town of Rocky Hill Personnel Rules and the directives and instructions of their Department Directors and supervisors.
13. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

DEFINITIONS: For the purpose of this Town of Rocky Hill Social Media Policy, the following terms are defined as provided below:

- 1. **Social Media:** Social media is content created by individuals using accessible and scalable technologies through the Internet for two-way communication. Examples of social media include, Facebook, blogs RSS Feeds, YouTube, Twitter, LinkedIn, Flickr, etc.

2. Blog: (an abridgement of the term web log) may be a Town of Rocky Hill website with regular entries of commentary, descriptions of events, or other materials such as graphics or video.
3. Town of Rocky Hill Author: An authorized Town of Rocky Hill employee that creates and is responsible for posted articles (See “article” below) and information on social media sites.
4. Article: An original posting of content to a Town of Rocky Hill social media site by a Town of Rocky Hill author.
5. Commenter: A Town of Rocky Hill employee or member of the public who submits a comment for posting in response to the content of a particular article or social media content.
6. Comment: A response to a Town of Rocky Hill article or social media content submitted by a commenter.
7. Town of Rocky Hill Moderator: An authorized Town of Rocky Hill employee, who reviews, authorizes and allows content submitted by CRCOG authors and public commentators to be posted to a Town of Rocky Hill social media site.

BLOG STANDARDS: Comments submitted by members of the public must be directly related to the content of the articles. Submission of comments by members of the public constitutes participation in a limited public forum. Town of Rocky Hill blog moderators shall allow comments that are topically related to the particular article being commented and thus within the purpose of the limited public forum, with the exception of the prohibited content listed in the Town of Rocky Hill Social Media Policy – Section 7 above.

AUTHOR AND COMMENTER IDENTIFICATION

1. All Town of Rocky Hill blog authors and public commentators shall be clearly identified. Anonymous blog postings shall not be allowed.
2. Enrollment of public commentators shall be accomplished by valid contact information, including name, address, and email address.

OWNERSHIP AND MODERATION

1. The content of each Town of Rocky Hill blog shall be owned by and the sole responsibility of the department producing and using the blog.
2. Documents and articles submitted to a Town of Rocky Hill blog shall be moderated by an authorized and trained blog moderator.

BLOG COMMENTS AND RESPONSES

1. All blog articles and comments shall be reviewed and approved by an authorized blog moderator before posting on a Town of Rocky Hill blog.
2. All blog articles and comments submitted for posting with attached content shall be scanned using antivirus technology prior to posting.
3. The linked content of embedded hyperlinks within any Town of Rocky Hill blog articles or blog comments submitted for posting shall be evaluated prior to posting. Any posted hyperlinks shall be accompanied by a disclaimer stating that the Town of Rocky Hill guarantees neither the authenticity, accuracy, appropriateness nor security of the link, web site or content linked thereto.

This policy was adopted by the Rocky Hill Town Council on March 21, 2011.

APPENDIX J - TOWN POLICY ON WORKERS' COMPENSATION

The Town of Rocky Hill fully supports the right of every employee to file a workers' compensation claim when a work-related injury or occupational disease occurs. Employees who suffer from an illness or injury in the course of their employment will be covered under the Town of Rocky Hill's Workers' Compensation insurance plan and receive any benefits pursuant to applicable laws and regulations, and in accordance with the policies and procedures of the Town's workers' compensation insurance carrier.

Injury Report Required. Regardless of how insignificant the injury may appear, employees who suffer illnesses or injuries in the course of their employment must report such to their supervisor and the Town immediately. This report may provide protection for the employee and the employer in cases where later complications arise from minor injuries. Employees should contact their supervisor or Human Resources for information and instructions about reporting work-related illnesses and injuries, receiving benefits, and understanding employee rights and obligations.

Workers' Compensation Benefits. Determinations concerning workers' compensation benefits are made by workers' compensation insurance carriers, or the State of Connecticut Workers' Compensation Commission in disputed matters. All supplemental payments shall be subject to the same rules and regulations as workers' compensation insurance benefits, and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee.

1. **Supplemental Benefits.** The Town shall supplement Workers' Compensation benefits so the employee will receive full pay during their absence for a period not to exceed twelve (12) weeks. In such cases, the employee signs over their Workers' Compensation weekly benefit checks to the Town through the Director of Finance and Operations.
2. **Temporary Disability.** In the event of an injury causing temporary disability and absences of less than four (4) days, the employee shall receive their regular salary for such periods since payments are not made under Workers' Compensation for such accidents.
3. **Permanent Total Disability.** In the event of a permanent total disability resulting from an accident on the job, benefits shall be provided to the employee in accordance with applicable law.
4. **Death.** In the event of a death resulting from an accident on the job, supplemental payments shall be made to the employee, or the employee's next of kin, for a period of time not to exceed six (6) months.
5. **Lost Time from Work.** Lost time from work, which results from a compensable Workers' Compensation injury, will not be charged to vacation leave accruals, or sick leave accruals.
6. **Relationship to FMLA.** Under the law, time out of work pursuant to workers' compensation runs concurrently with FMLA.

APPENDIX K- ADMINISTRATIVE PROCEDURE FOR TOWN VEHICLES

PURPOSE:

The purpose of this policy is to provide guidelines for the use of Town-owned vehicles, Town-leased vehicles, and privately owned vehicles in the conduct of Town business and to establish guidelines and standards for:

- Vehicle Uses – Municipal, Personal
- Personal Vehicle Use for Work Related Travel
- Town Vehicle Assignments
- Commuting and Imputed Tax
- Vehicle Accident Reporting
- Responsibilities When Driving a Municipal or a Personal Vehicle
- Policy Exemptions

1. APPLICABILITY

All Town vehicles are governed by this Policy with the exception of vehicles operated by uniformed Police. This Policy supersedes and replaces all other vehicle use policies, procedures, practices and instructions, except for policies and procedures for personnel in the police and fire departments.

Law Enforcement vehicles are subject to state law and may only be operated by police officers and maintenance personnel as permitted and defined by Connecticut General Statutes and governed by Department’s general orders and policies.

Fire Department vehicle usage is subject to the Fire Department’s General Rules as approved by the Town Manager and in accordance with the NFPA. Fire Department Town vehicle assignment is governed under this Policy.

2. DEFINITIONS

Commuting – the use of a Town Vehicle for travel between the employee’s residences and their principal work location. Under Internal Revenue Service (IRS) regulations, the benefit of using a Town Vehicle for commuting is considered taxable income to an employee and the value of the personal use of the Town Vehicle will be included in his or her compensation and subject to payroll taxes.

Commercial Driver's License(CDL) - a license with three classes to operate the following vehicles:

- CDL class "A"
Any combination of vehicles with a gross vehicle weight rating, GVWR, of 26,001 pounds or more. GVWR of the vehicle or vehicles being towed are in excess of 10,000 pounds.
- CDL class "B"
Any single vehicle with a GVWR of 26,001 pounds or more. Any such vehicle towing a vehicle with a GVWR not in excess of 10,000 pounds.
- CDL class "C"
 - Any vehicle not described in Class A or B above.
 - Designed to transport 16 or more passengers, including the driver.
 - Used in the transportation of hazardous materials.

De minimis- the personal use of a Town vehicle that is of so small a value that accounting for it would be unreasonable or administratively impractical.

Emergency Responder - A Town employee designated by the Town Manager as having 24-hour duties that require the employee to respond to time-sensitive incidents threatening the safety and security of Town residents, Town facilities, or other interests of the Town.

Expense Reimbursement – the payment for approved expenses relating to personal vehicle use upon receipt of written documentation. Expense reimbursement is not considered to be a salary item. All reimbursement requests must be submitted on an Employee Reimbursement Form.

Gross Vehicle Weight Rating(GVWR)- defined as the maximum weight value of a vehicle as specified by the manufacturer. The GVWR includes, but is not necessarily limited to, the total of the weights of a vehicle' s chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo.

Town Vehicle – automobiles, trucks, vans, or other self-propelled equipment owned, rented or leased by the Town and licensed for travel on a public way or Town property.

Official Town business or Town business- any activity conducted in conformance to these rules and directed and controlled by a Town agency to advance the lawful policies and purposes of the agency.

Operator- any authorized Town employee, elected official, appointee or other individual as provided by law, who is in control of a Town vehicle and who possesses a valid driver' s license for the type of vehicle operated.

Personal Business - For the purposes of this Policy, any activity which furthers the personal, recreational, financial or familial interests of an employee and does not enhance or benefit the interests of the Town of Rocky Hill. Personal use includes, but is not limited to transporting children, relatives or friends, or engaging in personal errands, including shopping or meals. This does not include de minimis use as defined by this Policy.

Personal Vehicle – vehicles owned or available for private use by the employee.

Specialty use vehicle/equipment- Town vehicles especially equipped for a specific function or purpose.

3. ASSIGNMENT OF TOWN VEHICLES

The assignment of Town Vehicles for 24-hour use will be made by the Town Manager and will be considered for employees who require a vehicle for the ordinary and necessary discharge of their job functions and for the operational and financial benefit to municipal operations.

- A. **Category I** – Classified as emergency vehicles. The vehicles classified as 24-hour emergency use for the Town.

Vehicles utilized by:

- Fire Marshal
- Assistant Fire Marshal
- Fire Chief
- Assistant Fire Chief
- Deputy Chiefs (3)

- B. **Category II** – Classified for commuting purposes and subject to federal, State income, FICA and Medicare FICA tax, and is assigned by the Town Manager in consideration of, but not limited to, the following criteria

- Distance driven on a daily basis from home to work site;
- Employees assigned an “on-call” status either on-going or on a rotating basis;
- Frequency of business travel before, during, and after normal work hours;
- Efficiency of reporting directly to the work site versus a centralized office location;
- Market competitiveness when provided as a perquisite for recruiting purposes, or when beneficial to Town operations, or when financially beneficial to the Town.

Vehicle use in this category is restricted to commuting from home to work, de minimis personal use and used for out-of-town travel on Town business.

- C. **Category II Vehicles** – Includes the following vehicles.

- Field Operations and Highway Superintendent
- Parks Grounds Superintendent
- Building Official
- Director of Operations and Finance
- Any other individual as determined by the Town Manager

- D. **Category III** – Vehicle Pool. The Town operates a vehicle pool. These vehicles are generally shared between the various Town Hall departments. Assignments are managed

by the Director of Community Development. The Field Operations and Highway Superintendent oversees the general management and maintenance of these vehicles.

- E. Category IV: Specialty use vehicle/equipment.** Specialty use vehicles are Town vehicles especially equipped for a specific function or purpose (including CDL and other DPW vehicles and equipment). These vehicles are managed and maintained by The Field Operations and Highway Superintendent. Additional rules apply to the use of those vehicles as set forth by The Field Operations and Highway Superintendent.

4. ADDITIONAL RULES REGARDING USE AND OTHER REQUIREMENTS

1. Only Town of Rocky Hill employees authorized by the department director or Town Manager may operate Town vehicles or equipment. Town owned vehicles shall be used for official Town business with reasonable de minimis consideration, such as for use in getting meals while in the course of performing business on behalf of the Town.
2. Each Town owned vehicle shall display the official Town seal. The only exception is the vehicle assigned to the Town Manager. Any deviation from use of the official seal must be authorized by the Town Manager.
3. At no time, shall a Town employee operate a vehicle or piece of equipment without proper training, licensure or required certifications.
4. Only authorized employees while acting within the scope of their duties may operate Town vehicles.
5. In order to be authorized to operate a Town vehicle, an operator must possess a valid U.S. driver's license. The license must be the appropriate license issued for the operation of the specific vehicle (including special use vehicles).
6. As directed by the Town Manager, each Town Department must supply copies of this Policy to each employee authorized to operate Town vehicles or personal vehicle for Town business.
7. No employee may use a Town Vehicle for out of state use without advance approval of the Town Manager.
8. When utilizing a Town Vehicle, employees are required to obtain fuel from designated Municipal fueling facilities, unless fueling is required in the course of out of town travel.
9. All maintenance or repair work shall be performed by the Town of Rocky Hill. Employees in Category II are required to make arrangements with their Supervisor for routine maintenance as determined by Field Operations and Highway Superintendent. Employees who have any reason to suspect that their assigned vehicle is in need of repairs are responsible for notifying their Supervisor immediately and shall not drive the vehicle if instructed that the vehicle is unsafe for driving.

10. Under no circumstances shall any family member or any other unauthorized individual be permitted to drive any Town vehicle.
11. Under no circumstances shall a Town employee utilize a Town vehicle for personal business except as otherwise provided herein.
12. Town employees, elected officials, board or commission members and any other government employee, agent or authorized volunteer who is involved in an activity which furthers the business of the Town shall be considered an authorized passenger in a Town vehicle.
13. Employees or independent contractors, professional service providers and any other persons while involved in an activity which furthers the business of the Town shall be considered an authorized passenger in a Town vehicle.
14. Clients of Town agencies or institutions shall be considered an authorized passenger in a Town vehicle when they are involved in an activity which furthers the business of the Town.
15. No one (including Town employees) may operate or be a passenger in a Town vehicle for personal reasons except as otherwise provided herein.
16. Spouses, children, relatives and friends of employees are prohibited from riding in a Town vehicle unless specifically authorized by the Town Manager if by doing so would benefit the operations of the Town. Members of an employee's family participating in a Town business function or other Town event, however, are authorized to ride in a Town vehicle with the approval of the Town Manager.
17. Town Vehicles may only be used for legitimate municipal business in accordance with this Policy. Town employees are prohibited from operating a Town vehicle to further the interests of their privately-owned business or outside employment, or the privately-owned business or employment of a Town employee's family member.
18. Town Vehicles shall contain only those items for which the vehicle is assigned.
19. Current Town insurance cards must be kept in Town vehicles at all times.
20. The Town shall not be liable for the loss or damage of any personal property left or transported in the Town Vehicle.
21. Employees assigned Town Vehicles for all purposes, including commuting purposes, are expected to park such vehicles in safe locations and to lock the car when not in use. Operators should never leave vehicles unattended with the ignition keys in the lock or anywhere in the vehicle.
22. Unless expressly exempted by law, employees are to ensure that they and all passenger(s) in a Town Vehicle wear seat belts at all times, if the Town Vehicle is so equipped (e.g. certain specialty use vehicles).

23. Employees may not operate Town Vehicles at any time under the influence of alcohol, illegal drugs, recreational or medical marijuana or any medication that could impair your ability to safely operate a motor vehicle. As it pertains to vehicles, the Town's Drug and Alcohol Policy applies to employees who are operating a Town Vehicle at any time (even when not working) and also applies to employees during working hours, including those who are driving their personal vehicles for work, who are driving a personal vehicle during breaks, applies to all employees during working hours, even as passengers.
24. Employees are prohibited from possessing alcoholic beverages or containers, illegal drugs, marijuana or controlled substances or paraphernalia in a Town vehicle at any time or in a personal vehicle during their working hours (including breaks). In the event an employee is proscribed medical marijuana and needs an accommodation for possession of medical marijuana shall inform the Director of Human Resources, who will engage in the interactive process to evaluate possible accommodations.
25. Employees and passengers are prohibited from smoking in a Town vehicle. Those utilizing a Personal vehicle for work related travel may not smoke if another employee is with them in the vehicle.
26. Employees operating a Town vehicle for any reason or a Personal vehicle while on work related travel, shall drive defensively and obey all applicable traffic and parking regulations, ordinances, and laws.
27. Employees operating a Town vehicle for any reason or a personal vehicle for Town travel shall be prohibited from using headphones of any kind. Employees operating a Town vehicle for any reason or a personal vehicle for Town Travel shall not be permitted to use cellular phones to text or to speak on the phone while driving. Employees needing to make phone calls shall pull over safely before doing so. In emergency situations where employees cannot safely pull over, employees may use a cell phone on "hands free" mode, but only in emergency situations.
28. Employees who incur parking or moving violations or other fines/citations while operating or using a Town vehicle for any reason or using a Personal vehicle on work related travel, will be personally responsible for payment of such fines/citations, unless payment of such fine/citation is approved by the Town Manager.
29. Should an employee who drives a Town vehicle for any reason or drives a personal vehicle for work related travel be involved in an incident, on or off the job, whether in a personal vehicle or a Town Vehicle, where their license is suspended or revoked or where issued a citation for any moving violation, the employee is obligated to inform their immediate supervisor, the Director of Human Resources and the Director of Finance within 24 hours of the incident. The employee shall not operate Town vehicles during the term of any suspension. Failure to inform the Town of a suspended or revoked license may result in immediate dismissal.

30. Should an employee who drives a Town vehicle for any reason or drives a personal vehicle for work related travel be cited for any moving violation, whether on or off the job, whether in a personal vehicle or a Town Vehicle, the employee is obligated to inform their immediate supervisor, the Director of Human Resources. All employees are subject to driving record background checks at any time at the discretion of the Town Manager.
31. Should an employee who drives a Town vehicle or a personal vehicle while conducting Town business strikes, or is struck by, another vehicle, or strikes a fixed object or strikes or is struck by a pedestrian, regardless of the magnitude, the operator must immediately call Police and wait at the scene for the Police to arrive and must call and inform the supervisor of the accident. The Supervisor shall promptly notify the Town Manager, the Finance Department and Human Resources Director of the incident.
32. The Town shall not be liable for the loss or damage of any personal property transported in the Town vehicle or for any personal property while using their personal vehicle for work related travel.
33. Employees are expected to keep Town Vehicles clean, and to report any malfunction, damage, needed repairs or other vehicle problems to their supervisors immediately.
34. No employee may use a Town Vehicle for out of state use without advanced approval of the Town Manager.

5. MONITORING VEHICLE USE

Employees should have no expectation of privacy in connection with their use of Town-owned vehicles. The Town may use a global positioning system (GPS) and/or other technologies, installed on or within Town-owned vehicles for the purpose of optimizing operations, protecting Town assets, and enhancing employee safety. The data collected will be used to support vehicle maintenance scheduling, vehicle performance monitoring, route optimization, and to address issues related to safety, and the use of vehicles for proper purposes. Types of data collected may include mileage, location, date and time stamps, seat belt use, etc.

Access to data will be limited to personnel authorized by the Town Manager to view and analyze such data, subject to Freedom of Information Act (FOIA) and other legal compliance matters. Efforts to circumvent, disable, or otherwise tamper with tracking devices, or unauthorized disclosure of data, shall be considered a violation of this policy that may result in disciplinary action, up to and including termination from employment.

6. SPECIAL CIRCUMSTANCES

This policy is intended to provide a basic framework governing the use of Town Vehicles and such cannot contain procedures governing every situation that might arise. Employees seeking clarification of this policy should contact their supervisor or the Director of Human Resources. Exemptions from certain provisions of this policy may be authorized by the Town Manager, under mitigating circumstances. Such exemptions must be documented and approved by the Town Manager, and filed with the Director of Human Resources.

APPENDIX L - ZERO TOLERANCE DRUG AND ALCOHOL POLICY

DEFINITIONS:

EMPLOYEE: Any and all full-time, part-time, bargaining, non-bargaining, per-diem, volunteers, contracted services etc., personnel performing any duties for the Town of Rocky Hill in safety-sensitive positions (described herein) or non-safety-sensitive positions shall hereinafter be referred to as “employee(s)”.

VEHICLE: All town owned and insured automobiles, cruisers, trucks, vans, boats, marine equipment, fire engines and apparatus, ambulances, etc.

The Town of Rocky Hill (hereinafter referred to as the “Town”) is committed to implementation and enforcement of a zero tolerance policy in a fair and equitable manner, which promotes a safe and alcohol/drug free workplace. The Town respects the rights and privacy of all employees, vendors and contractors and will attempt to provide everyone with the peace of knowing the environment is free from drugs and alcohol, which may endanger the safety of everyone. All employees are asked for their support in assisting the Town to enforce a zero tolerance policy.

The Town prohibits the use of illegal drugs and/or alcohol by Town employees engaged in the performance of their duties. A drug/alcohol free environment is essential to a healthy productive workplace. The Town recognizes substance abuse may occur with an employee which will affect the performance of his/her duties. The Town also recognizes subsequent counseling and treatment for the employee MAY BE the appropriate course of action. The Town is NOT obligated to treat employees with drug/alcohol dependency issues and reserves the right to deny any treatment as a condition of continues employment. The course can be voluntary by the employee or mandated by the Town. The Town reserves the right to take disciplinary actions up to and including termination and will make that determination on a case-by-case basis.

The use, sale, possession or distribution of illegal drugs or the use of legally prescribed drugs in a manner not directed by a licensed physician, while at work, whether on or off Town property is strictly prohibited. Appearing under the influence of alcohol and/or drugs while at work is in direct opposition to the Town’s zero tolerance policy and is strictly prohibited. Any employee presenting for work must be in sound mental and physical condition to operate machinery, drive Town vehicles and be able to function to the maximum potential without any impairment, related to drugs and/or alcohol. Supervisors, who have a reason to suspect possible impairment, must address this issue and enforce the zero tolerance policy provisions immediately. The refusal by an employee with documented substance abuse to participate in a substance abuse screening, counseling and/or treatment program will result in disciplinary action up to and including termination. Failure to comply with a treatment plan will result in immediate termination.

The employee must voluntarily enter a substance abuse treatment program either with the Employee Assistant Program (hereinafter known as the “EAP”) or with an outside source when directed by the Town. Any employee who successfully completes an outpatient or inpatient substance abuse program may return to active employment with the approval of his/her supervisor and the Town Manager and/or his/her designee. However, the Town reserves the right to know

whether or not the employee is active and participating in a program and if the employee is in compliance with the conditions of a treatment contract with the Town. After successful treatment and placement in Relapse Prevention Program, the employee may return to work and/or full duties associated with his/her job. A second offense will result in immediate termination.

All applicants for employment are required to successfully complete a urinalysis drug/alcohol test as part of the pre-employment screening process. A positive screen will be considered sufficient grounds to disqualify an applicant from employment with the Town. Prospective applicants who have positive test results will be allowed to reapply for employment with the Town after waiting a period of six months, but will be required to successfully complete a urinalysis drug/alcohol test prior to employment.

The Town reserves the right to require an employee to undergo a medical evaluation and, when applicable, a urinalysis drug screening test, when there is reasonable suspicion that the employee is working under the influence of drugs and/or alcohol. Involvement in a work-related accident caused by suspected impairment of judgement or physical and/or mental ability may also result in an employee having to undergo medical evaluation and, where applicable, a urinalysis drug screening. A positive urinalysis test result will be considered sufficient grounds for disciplinary action up to and including termination. Refusal to have a urinalysis screen performed will automatically be considered a "positive" test result and will follow with immediate termination of employment.

The Town also reserves the right to randomly conduct urine tests for drugs and/or alcohol for employees who are in occupations designated as "safety-sensitive" occupations, which is defined by the Federal Transit Authority and described on pages 34 and 35 of this policy, and/or hold CDL licenses with the State. Employees who are selected must report as directed for testing. A positive test result will be sufficient grounds for disciplinary action up to and including termination. Determination of action will be on a case-by-case basis.

Failure to cooperate fully with the requirements of any drug/alcohol-screening test, including accurate completion of the required documentation will result in termination of employment.

An employee or applicant whose urine test result is positive may request a re-test of the original specimen. This request must be in writing to the Town within fifteen (15) days. All costs associated with a re-test under this program must be prepaid by the employee or the applicant including shipping and handling, transportation and testing. If the result is negative, the Town reserves the right to require the employee or applicant to provide a new urine sample for testing. The legal use of prescribed drugs is permitted on the job if such use does not impair the employee's ability to work safely and does not endanger and/or place other employees at risk provided in accordance with directions of the employee's physician. Employees must keep all prescribed medications in the original container, which identifies the drug, date of the prescription, dosage and prescribing physician.

IMPLEMENTING REGULATIONS ON DRUG AND ALCOHOL USE FOR ALL EMPLOYEES

This policy is designated to enhance productivity, safety and to foster excellence by maintaining a safe and productive environment for employees. The Town maintains a strong commitment to enforcing a zero tolerance drug and alcohol free work environment and has adopted this policy to provide guidance to supervisors and employees in dealing with the issue of substance abuse. This policy is applicable to all Town employees and previously described herein. The Town reserves the right to conduct drug and/or alcohol tests for an applicant and/or current employee(s) in accordance with state and federal laws.

To further ensure the Town's commitment to providing a drug/alcohol free environment we have adopted the following policy:

- An employee and supervisor education training program;
- A drug and alcohol-testing program for employees and applicants for employment in safety sensitive and non-safety-sensitive positions;
- Procedures for evaluating employees who violate the drug and alcohol abuse policy; and,
- Administrative procedures for record keeping, reporting, releasing information and certifying compliance.

EMPLOYEE CATEGORIES SUBJECT TO TESTING

All employees will be subject to the Town's drug/alcohol policy. Participation in this drug and alcohol policy is a condition of employment for all employees.

The Federal Transit Authority (hereinafter referred to as the "FTA") has determined that the term "safety sensitive" applies to all employees in a position to perform the following functions: (a) operate revenue service vehicles; whether or not the vehicle is in revenue service; (b) operate non-revenue service vehicles that require drivers to hold a Commercial Driver's License (CDL); (c) dispatch or control revenue service vehicles; and (d) maintain revenue service vehicles or equipment used in revenue service. In addition, the following positions have been determined by the Town:

- All bus operators; CDL License holders, heavy equipment operators, truck drivers, any and all Town owned and insured vehicles operated by personnel either full time or part time employed volunteer status and/or contracted, etc.;
- All maintenance personnel using revenue service vehicle and/or equipment; and
- All dispatchers.

This list is subject to amendment at any time. Supervisors who perform or who are likely to perform safety-sensitive functions also are considered safety-sensitive employees and will be included in the drug and alcohol testing program applicable to all safety-sensitive employees.

PROHIBITED CONDUCT

ALCOHOL

Employees must not consume alcohol: 1) while performing a safety-sensitive function; 2) prior to performing a safety and non-safety-sensitive functions; and 3) for up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first. (NOTE: An on-call employee will be allowed to acknowledge, at the time she/he is called to duty, that she/he used alcohol and to indicate whether she/he believes she/he is capable of performing his/her duties. The Town will test ALL on-call employees who acknowledge alcohol use but want to report for work and perform their duties. Under Town regulations, on-call employees who admit drug/alcohol use are not subject to discipline for admitting such use. However, subsequent admittance of drug/alcohol use while on “on-call status” may result in a disciplinary action up to and including termination.) As referred to in this policy, alcohol means any food, beverage, mixture or preparation, including any medication, containing ethyl alcohol or other low molecular weight alcohol. FTA regulations currently prohibit the performance of safety-sensitive functions when a prohibited alcohol concentration level is detectable.

DRUGS

Employees are strictly prohibited from using or ingesting illegal drugs at any time. Manufacturing, distributing, dispensing, possessing or using controlled substance in the workplace is prohibited, pursuant to the Drug-Free Workplace Act. Pursuant to the Town’s zero tolerance policy, any employee who illegally manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty, whether on or off Town property, or on Town property whether on or off duty, shall be subject to discipline up to and including termination. As referred to in this policy, controlled substance or drug means a stimulant, hallucinogenic narcotic, cannabin, or derivation or combination thereof, or any other substance as controlled by law. Pursuant to Town policy, this definition also applies to any other substance that impairs one’s ability to perform his/her job fully and safely. Town policy currently prohibits the performance of safety-sensitive and non-safety-sensitive functions when a prohibited level of any one or more of the four groups specified on page 41 of this policy is detectable in the employee’s urine or indicated by evidential breath testing.

DRUG AND ALCOHOL TESTING PROGRAM

Employees will be subject to testing pursuant to Town policy as describe herein. Testing all employees and applicants over and above the requirements of FTA regulations is performed pursuant to separate authority of the Town.

Any testing procedures utilized by the Town will conform to applicable federal and state requirements and the Town will conduct the appropriate tests required by applicable law to determine if an employee has a controlled substance or a prohibited level of alcohol in his/her system.

Pursuant to Town policy, refusal by an employee to submit to required testing or failure to pass a drug or alcohol test will lead to disciplinary action up to and including termination. Refusal to take a test includes: outright refusal to submit to a test; inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation; engaging in conduct that clearly obstructs the testing process; or leaving the scene of an accident without a valid reason before tests are conducted without notifying the Town of where she/he can be located and reached for testing. Under the Town policy, refusal to take a test will constitute the equivalent of a positive drug/alcohol test.

Pursuant to Town policy, any employee who tampers with falsifies, substitutes, or adulterates and/or alters a urine sample, or breath test, or who attempts to do so, shall be subject to discipline up to and including termination.

The Town will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.

As a general policy, drug and alcohol testing may be conducted through the EAP office or conducted off Town property. Breath tests for alcohol and/or a urine sample may be requested. However, the Town reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on Town premises.

EMPLOYEE ASSISTANCE PROGRAM

The Town has a commitment to assist its employees, where appropriate, through the Employee Assistance Program (EAP). A program will be created to meet your specific needs. Family participation is warranted. Confidentiality is guaranteed. You may access the EAP personally or you may be directed to meet with the EAP by your Supervisor. Depending on circumstances, successful intervention by EAP may eliminate the necessity for a disciplinary action. For more and complete information on EAP services contact the Town's EAP Provider or the Town Manager's Office.

TESTING PROCEDURES

The Town will select an appropriate site and/or will use the EAP for the collection of urine and breath samples in accordance with Town policy. You will be provided, at a minimum, a private enclosure and toilet for urination, and facilities to wash your hands. You should expect to be treated with respect and dignity and all possible means should be exercised to protect your privacy. All steps will be followed to protect the employee and the integrity of the testing procedure, and the specimen itself to safeguard the validity of the test results. Proper identification should be provided should you be requested to produce the same.

Breath specimens will be collected through the use of an evidential breath test (EBT) device approved by the National Highway Traffic Safety Administration and will be administered by a breath alcohol technician (BAT) trained to proficiency in the operation of the same. (NOTE: Law enforcement officials certified by state or local governments to conduct breath alcohol tests are qualified as (BATS). For a test conducted by such an officer to be accepted under FTA alcohol

testing regulations, the officer must have been certified by a state or local government to use the particular EBT used for the test.) If the result of the screening test is an alcohol concentration of 0.02 or less, no further testing is required, and the test results will be reported as negative. If the result is an alcohol concentration of 0.02 or greater, a confirmation test **MUST** be performed. The test will be conducted at least 15 minutes but not more than 20 minutes after the completion of the initial test. These steps will be taken to protect the employee and the integrity of the testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct employee. You should be able to provide proper identification if requested to do so.

TESTING FOR CONTROLLED SUBSTANCES

Drug testing of employees will cover the following drug groups:

- Opiates
- Depressants (alcohol is included in this group)
- Stimulants
- Hallucinogens

While drug testing by the Town normally will screen the above listed drug groups, the Town reserves the right pursuant to its zero tolerance policy, to perform other tests for controlled substances.

TESTING FOR ALCOHOL

Alcohol testing of employees will use breath testing and/or urine testing. The Town reserves the right pursuant to its policy to perform drug/alcohol tests deemed necessary on any and all employees in order to enforce its zero tolerance policy.

ROLE OF THE MEDICAL REVIEW OFFICER (MRO)

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will notify the Town if an employee's test result is negative. If the test result is positive, the MRO will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that she/he has 72 hours to request a re-test. The Town will be notified that the employee has tested positive or negative no further information will be released to the Town.

ROLE OF THE SUBSTANCE ABUSE PROFESSIONAL (SAP)

All employees who have a verified positive drug/alcohol test will be evaluated by a SAP or EAP to determine what assistance, if any, the employee needs to resolve problems associated with prohibited drug use or alcohol misuse. After evaluating such an employee, the SAP or EAP will recommend to the employee the steps if any she/he should take to resolve this problem. This can also be done through the EAP, as deemed appropriate.

Employees permitted to return to work following a positive test will be reevaluated by the SAP and/or EAP to determine the employee's compliance with SAP or EAP recommendations. After this evaluation, a recommendation to the Town or Department Head will be made with a follow-

up program and/or relapse prevention program in place. There may also be a recommendation for random drug/alcohol screens following an employee's return to duty. A mutually agreed upon contract will be drawn up between the Town and the employee as a condition of continued employment. A breach or noncompliance with the contract conditions may lead to immediate termination.

TYPES OF TESTING

1. Pre-Employment
2. Reasonable Suspicion
3. Post-accident
4. Random
5. Return to work
6. Follow up testing

1. PRE-EMPLOYMENT TESTING

All applicants for employment and incumbent employees seeking transfer will be informed in writing of the testing requirements and will undergo pre-employment drug/alcohol testing. (NOTE: A positive drug test is one, which reveals a prohibited level of a controlled substance. A positive alcohol test is one, which reveals a blood alcohol concentration of 0.04 or greater. An employee who tests positive for drugs or whose alcohol test reveals a concentration of greater than 0.04 has failed the test.) The Town will not hire an applicant or transfer an employee to a safety-sensitive position unless the result of the applicant or employee's drug test is negative and the result of his/her alcohol test is less than 0.04.

The same procedure applies as previously mentioned for failed tests. In addition, an incumbent employee, by virtue of requesting a transfer to a safety-sensitive position, whose drug/alcohol test result is positive, will be subject to the same consequences as an employee whose results of a random drug or alcohol test were positive.

2. REASONABLE SUSPICION TESTING

Employees will be required to submit to a drug/alcohol test when the Town has a reasonable suspicion that the employee has used drugs and/or alcohol. A trained supervisor observing and/or detecting signs of alcohol and/or drug use may make a determination that reasonable suspicion exists, based on specific contemporaneous observations concerning the appearance, behavior, speech and/or body odors of the employee or any other factors in accordance with the supervisor's training. A form has been created which supervisors must fill out immediately. (See Exhibit "A").

The Town will direct an employee to undergo reasonable suspicion testing for alcohol, only if such observations are made within the workday. A reasonable suspicion test must be performed within 8 hours following a determination of reasonable suspicion. If a reasonable suspicion test is not performed within two hours after such a determination, the Town will prepare and maintain a record stating the reason the test was not promptly administered.

A written record leading to a controlled substances reasonable suspicion test shall be made and signed by a supervisor or Town official within 24 hours of the observation or before the test results are released, whichever is first.

The employee who undergoes reasonable suspicion testing will be removed from service pending the test results. Negative test results will return the employee to his/her duties with no loss of pay.

If the test results are positive, the employee will be removed from his/her position and will be subject to discipline up to and including termination. The Town will make this determination. Minimally, the employee will be subjected to the same consequences applied to employees following random position test results. The Town is NOT obligated to rehabilitate or treat employees with drug/alcohol dependency issues and reserves the right to deny any treatment as a condition of continued employment based on the Town's zero tolerance policy.

3. POST-ACCIDENT TESTING

Tests for the use of drugs/alcohol will be administered on the operator of the vehicle following the accident. Pursuant to Town policy and for purposes of this policy only, an "accident" is defined as an occurrence associated with the operation of a vehicle in which:

- An individual dies;
- An individual suffers from bodily injury and needs to receive medical treatment away from the scene of the accident;
- The vehicle involved incurs visual damage and/or is precluded from departing the scene and needs to be transported away by tow truck or other transporting vehicle.

When post-accident tests are performed, they will be conducted as soon as possible following the accident. Drug tests must be performed within 32 hours and alcohol test within 8 hours following the accident. If the employee has not submitted to an alcohol test within two hours of the accident, the Town will prepare and maintain on file a record stating the reason why the test was not administered promptly. If the alcohol test is not administered within 8 hours after the accident, the Town will cease efforts to administer the test and will be documented. The same procedure will apply if the drug test is not administered within 32 hours.

The testing requirements will not delay any needed medical treatment. An employee who is not available and/or does not inform the Town of his/her whereabouts will be considered by the Town as refusing to be tested and will be subjected to disciplinary action up to and including termination.

An employee subject to post-accident testing shall not consume alcohol for at least 8 hours following an accident or until he/she submits to the test, whichever comes first.

Testing after a fatal accident (loss of a human life) is mandatory for every employee on duty and in some way involved, by virtue of their presence, and/or the possibility that they may have in some way contributed.

Employees and supervisors shall follow these steps, post-accident:

1. Medical treatment for injuries.
2. Cooperation with law enforcement officers on the scene.
3. Conduct post-accident test as promptly as possible.
4. Collect and prepare accident documentation.
5. Any and all requirements as per Town policy and as such policy is amended from time to time.

Consequences of a positive test result in the employee's removal from duty until such time as the investigative process is concluded. The employee will be subject to disciplinary action up to and including termination. The Town reserves the right NOT to provide drug and/or alcohol treatment as a condition of continued employment. Each case will be determined on a case-by-case basis. Alternative administrative actions may or may not be offered. Continued employment will result in random drug/alcohol testing for an extended period of time not less than 12 months but not to exceed 60 months.

The Town has the discretion as to what it deems appropriate action.

4. RANDOM TESTING

Random testing will be conducted for all employees involved in safety sensitive function at a frequency established by FTA guidelines. Random tests will be unannounced and spread reasonably throughout the year. There will be no pattern to when random tests will be conducted, and all employees performing safety-sensitive functions will have an equal chance of being selected for testing from the random pool each time tests are conducted. Employees will remain in the pool even after being selected and tested. An employee, therefore, may be selected for a random test more than once per year.

Employees will be selected anonymously using an identification number having no correlation to actual employee names. Once notified of his/her random selection, the employee must report immediately to the collection site designated. It is incumbent on the person(s) conducting the random testing program to maintain the integrity of the program. If the randomly selected employee is not in work on the day selected, that employee will be directed to the collection site upon his/her return to work. In such an event an additional employee number will be selected for each absent employee.

The Town will remove the employee from his/her duties and will mandate an evaluation by a qualified person or EAP or SAP if the results of the tests are positive. Once the employee has completed a program recommended by a qualified person, EAP or SAP, the employee must be tested and test results must be negative before there can be a return to duties. In the interim, the employee will be suspended without pay, but will be allowed to retain medical benefits with the Town. Overall, any and all positive tests may result in a disciplinary action up to and including termination.

5. RETURN TO WORK TESTING

An employee returning to work after being removed for a positive drug/alcohol test must submit to a “return to work” test. Such test must be negative. If this test is positive, it is grounds for immediate termination. An employee returning to work who refuses to submit to this test and any other requirements pursuant to the Town’s policy, state and/or federal laws may not return to work until the employee has followed all recommendations for rehabilitation and has been evaluated by a professional, EAP and/or SAP as able to return to work. If a relapse prevention program is required or any rehabilitation program is recommended the employee must comply. Follow-up drug/alcohol testing may be required by the Town as a condition of continued employment. The Town reserves the right not to treat an employee for substance abuse and chemical dependency. Each case will be determined on a case-by-case basis. If the return-to-work test is positive, this result shall be grounds for immediate termination.

6. FOLLOW UP TESTING

Employees who are permitted to return to work are subjected to unannounced follow-up testing for at least 12, but not more than 60 months. The Town will determine the frequency and duration of follow-up testing. Follow up testing is separate from the regular random testing program.

A positive follow-up test will result in immediate termination.

7. RE-TESTING AT THE EMPLOYEE’S REQUEST

Town policy may provide for a re-test procedure, which allows for an additional urine specimen to be collected from the employee at his/her request. An employee who urine test is positive may request the re-test be tested at a separate certified laboratory. Town policy requires the employee make such request within seventy-two (72) hours of learning of a positive test.

All costs associate with the re-testing must be prepaid by the employee, including shipping and handling, transportation, collection, testing and reporting to the MRO. If the result of the test is negative, these costs will be reimbursed to the employee. The Town, after its review, reserves the right to require the employee to provide a new urine sample for testing. If the test results are negative, the employee may be reinstated with no loss of seniority and paid for lost back wages.

8. NOTIFICATION OF CONVICTIONS

Pursuant to the requirements of the Drug-Free Workplace Act, employees must notify the Town within five (5) days of any criminal drug statute conviction for a violation occurring in the workplace. Failure to report may result in disciplinary action up to and including termination.

9. CONTACT PERSON

These regulations require that a single contact person be identified to answer questions about the Town policy. The contact person for the Town is the Town Manager and/or his/her designee.

10. TRAINING FOR EMPLOYEES

Employees and supervisors who perform safety-sensitive functions will be provided with at least 60 minutes of training on the effect and indications of drug and alcohol use. Alcohol and drug information and literature will be available through the Town Manager and/or his/her designee and/or the EAP.

All employees will be required to sign a form indicating receipt of this Zero Tolerance Drug/Alcohol policy. All new employees will receive orientation and will sign off on that form. It will be the responsibility of each department head and/or the supervisor to make sure each employee has received a copy of this policy and has signed a form acknowledging receipt of the same. These signed forms will be maintained in the Personnel file of each employee (Exhibit "B").

11. TRAINING FOR SUPERVISORS

Supervisors responsible for determining when to administer reasonable suspicion test will receive at least 60 minutes of training on drug awareness and related matters and 60 minutes on alcohol education and related matters.

EXHIBIT A – REASONABLE SUSPICION DISCLOSURE

I, _____, an employee with the Town of Rocky Hill, am aware of the Town’s Zero Tolerance Drug and Alcohol Policy and the provision of the same to conduct “reasonable suspicion” urine and/or blood tests.

I understand that my supervisor, _____, who has received the required training has contemporaneously observed my appearance and/or behavior and/or speech and/or an odor of alcohol about me.

I understand that I will be removed from my job pending the test results. A negative test result will return me to my job without any loss of pay for the time lost pending the test result.

However, if the test results are positive, I understand that I will be subject to discipline up to and including termination.

Employee

Date

Supervisor

Date

Approved: Town Manager

Date

EXHIBIT B – ADDENDUM TO ZERO TOLERANCE DRUG AND ALCOHOL POLICY

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA)
COMMERCIAL DRIVER’S LICENSE DRUG & ALCOHOL CLEARINGHOUSE**

DRUG & ALCOHOL TESTING REPORTING PROCEDURES

Effective January 6, 2020 the following regulation has been added to Code of Federal Regulations Title 49: **Part 382-Subpart G.**

WHAT IS THE PURPOSE OF THE CLEARINGHOUSE?

This nationwide database has been established to assist Commercial Motor Carrier employers and the Department of Transportation (DOT) to identify specific CDL holders who are in violation of any drug and alcohol testing regulations.

WHAT IS YOUR RESPONSIBILITY?

1. Register for the Clearinghouse at <https://clearinghouse.fmcsa.dot.gov/>. Registration will grant you access to any/all information that has been reported on you; as well as allow you to choose your notification method of any violations reported on you.
2. For all drivers hired after January 6, 2020, employers will be required to run a pre-employment query of the Drug & Alcohol Clearinghouse before allowing the driver to perform a safety-sensitive function. Drivers will be required to electronically consent to this query on the Clearinghouse website.
3. On an annual basis, employers will be required to run a report to verify whether information has been reported on you to the Clearinghouse. You will be required to provide your employer and the Third Party Administrator consent to perform a limited query on your Clearinghouse records.
4. If the report indicates that information has been reported on you, you will be required to provide an additional consent allowing your employer to obtain a full report that specifies violations received.
5. If at any time you refuse to provide consent to obtain Clearinghouse information, you will be immediately removed from safety-sensitive functions (driving).

WHAT CONSTITUTES A VIOLATION* THAT WILL BE REPORTED TO THE CLEARINGHOUSE?

1. A verified positive, adulterated, substituted controlled substance results;
2. An alcohol result of 0.04 or higher;
3. Refusing to take a required drug and/or alcohol test;
4. Documented “actual knowledge” violations which include:
 - a. On-duty drug and/or alcohol use, including a DUI violation;
 - b. Use of alcohol within 4 hours of going on-duty;

APPENDIX M – OVERVIEW GROUP MEDICAL INSURANCE FOR ELIGIBLE EMPLOYEES NOT REPRESENTED BY COLLECTIVE BARGAINING UNITS

The following information is provided as an overview, summarizing information concerning Group Medical Insurance Plan benefits for employees who are no represented by collective bargaining units. If there are any discrepancies between information provided in Plan documents and this summary, the Plan documents shall prevail.

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.osc.ct.gov/anthemctpartner. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copay, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <http://www.ccio.cms.gov> or call Quantum Health at 1-833-740-3258 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	<p><u>In-network</u>: \$350/individual; \$1,400/family; waived for HEP members</p> <p><u>Out-of-network</u>: \$300/individual; \$900/family</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. Once you or a family member meets the <u>individual deductible</u> amount, the <u>plan</u> begins to pay for you or that family member. If you have other family members on the <u>plan</u>, each family member must meet their own <u>individual deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u>.</p>
Are there services covered before you meet your <u>deductible</u> ?	<p>Yes. <u>In-network</u> primary care and <u>specialist</u> office visits, <u>in-network</u> <u>preventive care</u>, <u>prescription drugs</u>, <u>emergency room care</u>, <u>in-network</u> <u>urgent care</u>, <u>in-network</u> mental health and substance abuse outpatient services, and <u>in-network</u> eye exams are covered before you meet your <u>deductible</u>.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the deductible amount. But a <u>copay</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/</p>
Are there other <u>deductibles</u> for specific services?	<p>No.</p>	<p>You don't have to meet deductibles for specific services.</p>
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<p>Medical: <u>In-network</u>: \$2,000/individual; \$4,000/family; <u>Out-of-network</u> \$2,300/individual; \$4,900 family <u>Prescription drugs</u>: \$4,600/individual; \$9,200/family</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.</p>
What is not included in the <u>out-of-pocket limit</u> ?	<p><u>Premiums</u>, <u>balance-billing</u> charges, penalties for failure to obtain prior authorization for services, and health care this <u>plan</u> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
Will you pay less if you use a <u>network provider</u> ?	<p>Yes. See carecompass.quantum-health.com or call 1-833-740-3258 for a list of <u>network providers</u>.</p>	<p>This plan uses a <u>provider network</u>. You will pay less if you use a <u>provider</u> in the <u>plan's network</u>. You will pay the most if you use an <u>out-of-network provider</u>, and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.</p>

Important Questions	Answers	Why This Matters:
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copay and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred In-Network Provider (You will pay the least)	In-Network Provider	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge. <u>Deductible</u> does not apply.	\$15 <u>copay</u> /visit. Waived if no in-state preferred provider. <u>Deductible</u> does not apply.	20% <u>coinsurance</u>	None.
	<u>Specialist</u> visit	No charge. <u>Deductible</u> does not apply.			
	Preventive care/ <u>screening</u> /immunization	No charge. <u>Deductible</u> does not apply.	No charge. <u>Deductible</u> does not apply.		
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None.
	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Prior authorization required to avoid penalty: lesser of \$500/20% of cost.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.osc.ct.gov/benefits/pharmacy.htm	Generic drugs	Preferred generic: Retail: \$5 <u>copay/fill</u> ; Mail order & maintenance drugs: \$5 <u>copay/fill</u> . Non-preferred generic: Retail: \$10 <u>copay/fill</u> ; Mail order & maintenance drugs: \$10 <u>copay/fill</u> .	20% <u>coinsurance</u> for non-participating pharmacy	Retail: 30-day supply; Mail order: 90-day supply. <u>Deductible</u> does not apply to <u>prescription</u> drugs. Check details of your Rx coverage at: www.osc.ct.gov/benefits/pharmacy.htm . Maintenance drugs must be filled by mail order or by Maintenance <u>Network</u> pharmacy after first retail fill. Penalty may apply if brand name drug is requested when a generic is available. Some drugs require prior authorization. No charge for generic preventive care drugs (e.g., FDA-approved generic contraceptives) or brand name preventive care drugs if generic drugs are not medically appropriate).
	Preferred brand drugs	Retail: \$25 <u>copay/fill</u> ; Mail order & maintenance drugs: \$25 <u>copay/fill</u> .	20% <u>coinsurance</u> for non-participating pharmacy	
	Non-preferred brand drugs	Retail: \$40 <u>copay/fill</u> ; Mail order & maintenance drugs: \$40 <u>copay/fill</u> .	20% <u>coinsurance</u> for non-participating pharmacy	
	<u>Specialty drugs</u>	No charge for <u>specialty drugs</u> if enrolled in PrudentRx program. Same as non-preferred brand drugs if not enrolled in PrudentRx program.	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Physician/surgeon fees	No charge		
If you need immediate medical attention	<u>Emergency room care</u>	\$250 <u>copay/visit</u> . <u>Deductible</u> does not apply.	\$250 <u>copay/visit</u> . <u>Deductible</u> does not apply.	<u>Copay</u> waived if admitted or if no reasonable medical alternative.
	<u>Emergency medical transportation</u>	No charge	No charge	None.
	<u>Urgent care</u>	\$15 <u>copay/visit</u> . <u>Deductible</u> does not apply.	20% <u>coinsurance</u>	None.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge		20% <u>coinsurance</u>	Prior authorization required to avoid penalty of \$500 or 20% of covered services. No coverage in excess of cost of a semi-private room unless <u>medically necessary</u> . Prior authorization required to avoid penalty of \$500 or 20% of covered services.
	Physician/surgeon fees	No charge		20% <u>coinsurance</u>	
	Outpatient services	\$15 <u>copay/visit</u> . <u>Deductible</u> does not apply. No charge for non-office visit outpatient services.		20% <u>coinsurance</u>	
If you need mental health, behavioral health, or substance abuse services	Inpatient services	No charge		20% <u>coinsurance</u>	Prior authorization required to avoid penalty of \$500 or 20% of covered services.
	Office visits	\$15 <u>copay</u> /first visit only. <u>Deductible</u> does not apply.		20% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of service, a <u>copay</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests & services described somewhere else in the SBC (i.e., ultrasound).
If you are pregnant	Childbirth/delivery professional services	No charge		20% <u>coinsurance</u>	Prior authorization required for stay in excess of 48 hours (96 hours for cesarean delivery) to avoid penalty of lesser of \$500 or 20% of covered services.
	Childbirth/delivery facility services				

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge		20% <u>coinsurance</u>	Limit: 200 visits/calendar year. Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. <u>In-network</u> speech therapy limit: 30 visits/calendar year. Limit does not apply to treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of oropharynx. <u>Out-of-network</u> physical, occupational, chiropractic, speech & autism therapy limit: 30 visits/condition/calendar year.
	<u>Rehabilitation services</u>	No charge		20% <u>coinsurance</u>	
	<u>Habilitation services</u>	No charge		20% <u>coinsurance</u>	None.
	<u>Skilled nursing care</u>	No charge		20% <u>coinsurance</u>	<u>Out-of-network</u> limit: 60 visits/ year/person Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	<u>Durable medical equipment</u>	No charge		20% <u>coinsurance</u>	Prior authorization required for items over \$500 to avoid penalty of lesser of \$500 or 20% of covered services.
	<u>Hospice services</u>	No charge		20% <u>coinsurance</u>	Inpatient services: prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. <u>Out-of-network</u> inpatient services limit: 60 days/person/calendar year. <u>Out-of-network</u> in-home services limit: 200 visits/calendar year

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	\$15 <u>copay</u> /visit. <u>Deductible</u> does not apply.		50% <u>coinsurance</u>	Limit: 1 visit/calendar year performed as part of an exam. You must pay 100% of this service, even <u>in-network</u> . You must pay 100% of this service, even <u>in-network</u> .
	Children's glasses	Not covered		Not covered	
	Children's dental check-up	Not covered		Not covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- **Children's** dental check-up
- **Children's** glasses
- Cosmetic surgery
- Dental care (Adult)
- Non-emergency care when traveling outside the United States (urgent care covered)
- Long-term care
- Routine foot care (except when medically necessary for treatment of diabetes)
- Weight loss programs (except as required by law)

Other Covered Services (Limitations may apply to these services. **This isn't a complete list.** Please see your plan document.)

- Acupuncture (limit: 20 visits per calendar year)
- Bariatric surgery (prior authorization required)
- Chiropractic care (limit: 30 visits per calendar year for out-of-network services)
- Hearing aids (limit: 1 set per 36 month period; prior authorization required)
- Infertility treatment (prior authorization required)
- Non-emergency care when traveling outside the United States (urgent care only)
- Private-duty nursing (prior authorization required)
- Routine eye care (adult, limit: 1 exam per calendar year)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

Quantum Health
5240 Blazer Parkway
Dublin, OH 43017
1-833-740-3258

CVS/Caremark
Prescription Claim Appeals MC109
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax: 1-866-443-1172

Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Connecticut Office of the Health Care Advocate at 1-866-466-4446

Does this [plan](#) provide [Minimum Essential Coverage](#)? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this [plan](#) meet the [Minimum Value Standards](#)? Yes

If your [plan](#) **doesn't meet the [Minimum Value Standards](#)**, you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-922-2232.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-922-2232.

如果需要中文的帮助，请拨打这个号码1-800-922-2232.

Dinekehgo shika at'ohwol ninisingo, kwijijgo holne' 1-800-922-2232.

————— To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section. —————

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copays and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$0

This EXAMPLE event includes services like:
Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$350
<u>Copays</u>	\$25
<u>Coinsurance</u>	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$435

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$0

This EXAMPLE event includes services like:
Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$120
<u>Copays</u>	\$190
<u>Coinsurance</u>	\$0
What isn't covered	
Limits or exclusions	\$0
The total Joe would pay is	\$310

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$0

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$350
<u>Copays</u>	\$320
<u>Coinsurance</u>	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$670

NOTE: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your cost. For more information about the wellness program, please visit <http://osc.ct.gov/benefits.htm>

The plan would be responsible for the other costs of these EXAMPLE covered services.



**Cigna Vision serviced by EyeMed
State of Connecticut Partnership Plans
Town of Rocky Hill
C1 PPO Comprehensive Plan**

Welcome to Cigna Vision Schedule of Vision Coverage Effective Date: July 1, 2024			
Vision Services and Frequency	In-Network Plan Coverage**	In-Network Member Cost***	Out-of-Network Reimbursement
Exam and Professional Services: Frequency* : once per 12 month Eye Exam Retinal Screening	100% after \$15 Copay \$0	100% after \$15 Copay Up to \$39	Up to \$45 Allowance Not Covered
Standard Eyeglass Lenses Allowances: Frequency* : one pair per 12 month Lenses: Single Vision Lined Bifocal Lined Trifocal Lenticular	Copay: \$0 100% 100% 100% 100%	\$0 Copay \$0 Copay \$0 Copay \$0 Copay	Up to \$40 Allowance Up to \$65 Allowance Up to \$75 Allowance Up to \$100 Allowance
Lens Enhancements / Options: Oversize lenses Rose #1 and #2 Solid Tints Polycarbonate Lenses <19 years of age Standard Polycarbonate Lenses Standard Progressives Plastic Dye Tints Photochromic – Glass or Plastic Standard Scratch Coating Standard Ultraviolet (UV) Coating Standard Anti-Reflective (AR) Coating Hi-Index Lenses All other lens options, including Premium Tiers	100% 100% 100% \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$40 \$65 \$15 \$75 \$15 \$15 \$45 20% off retail 20% off retail	Not Covered Not Covered Not Covered Not Covered \$65 Not Covered Not Covered Not Covered Not Covered Not Covered Not Covered
Contact Lenses Retail Allowance: Frequency* : one pair or single purchase per 12 month Elective Therapeutic	100% up to \$360 Retail Allowance 100%	Balance over \$360 Allowance \$0	Up to \$345 Allowance Up to \$345 Allowance
Frame Retail Allowance Frequency* : one per 12 month	100% up to \$175 Retail Allowance	20% off balance over \$175 Allowance	Up to \$126 Allowance
* Your Frequency Period begins the day after your last visit (Date of service basis)			
Definitions: Copay: the amount you pay towards your exam and/or materials, lenses and/or frames Coinsurance: the percentage of charges Cigna will pay. Customer is financially responsible for the balance. Allowance: the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance.			

In-Network Coverage Includes**:

- One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses;
- One pair of standard prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms) including Oversize, Rose #1 or #2 Solid Tint and Polycarbonate lenses < 19 years of age.
 - 20% savings on all additional lens enhancements/ option you choose for your lenses, not shown on the Schedule of Vision Coverage above.
- One pair of Elective conventional contact lenses or a single purchase of a supply of disposable contact lenses – in lieu of lenses and frame benefit, (may not receive contact lenses and frames in same benefit year).
- Coverage for Therapeutic contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by your Vision eye care professional. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction will be covered in accordance with the Elective contact lens coverage shown on the Schedule of Vision Coverage.
- One frame for prescription lenses – frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance;

** Coverage may vary at participating discount retail and membership club optical locations, please contact Customer Service for specific coverage information.

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

What's Not Covered:

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

In-Network Value Added Savings

- Up to 40% off additional complete pairs of glasses (frame and lenses)
- 20% off any item not covered by the plan, including non-prescription sunglasses, but excluding professional services

Interested in Laser Vision Correction service such as LASIK? Visit your MyCigna.com and search for Healthy Rewards® for details.

How to use your Cigna Vision Benefits

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

1. Finding a doctor

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

1. Log into myCigna.com, under "Coverage", select Vision page. Click on Visit Cigna Vision. Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision – serviced by EyeMed Directory.
2. Don't have access to myCigna.com? Go to Cigna.com, top of the page select "Find A Doctor, Dentist or Facility", click on Cigna Vision serviced by EyeMed Directory, from the Additional Directories drop down listing.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision customer service representative.

2. Schedule an appointment

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

3. Out-of-network plan reimbursement

How to use your Cigna Vision Benefits

Send a completed Cigna Vision service by EyeMed claim form and itemized receipt to: Cigna Vision, Claims Dept. c/oFAA
PO Box 8504, Mason, OH 45040-7111

To get a Cigna Vision serviced by EyeMed claim form:

- Go to **Cigna.com** and go to Forms, Vision Forms, select the Cigna Vision serviced by EyeMed form
- Go to **myCigna.com** and go to your vision coverage page

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

Benefits are underwritten or administered by Connecticut General Life Insurance Company or Cigna Health and Life Insurance Company. Read your plan carefully – this benefit summary provides a very brief description of the important features of your plans. This is not the insurance contract. Your full rights and benefits are expressed in the actual plan documents that are available to you upon request or a copy of the NH Vision Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna](#) under Vision Forms. Participating providers are independent contractors solely responsible for your routine vision examinations and products.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Healthy Rewards® - is a discount program, not an insured benefit.

Discrimination is against the law

Vision coverage

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

Cigna Healthcare:

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

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



Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Behavioral Health, Inc., Evernorth Care Solutions, Inc. and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna HealthCare of Arizona, Inc., Cigna HealthCare of California, Inc., Cigna HealthCare of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna HealthCare of Florida, Inc., Cigna HealthCare of Georgia, Inc., Cigna HealthCare of Illinois, Inc., Cigna HealthCare of Indiana, Inc., Cigna HealthCare of St. Louis, Inc., Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of New Jersey, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Tennessee, Inc., and Cigna HealthCare of Texas, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711). ATENCION: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

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

Cigna Healthcare

Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

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

U.S. Department of Health and Human Services

200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)

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

Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. Call 1.888.353.2653 (TTY dial 711 for operator, then dial 1-844-230-6498).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1.888.353.2653 (TTY: marque 711 para hablar con un operador y luego marque 1-844-230-6498).

Chinese – 注意：我們可為您免費提供語言協助服務。請致電 1.888.353.2653（聽語障人士請撥打 711（聽語障專線）由操作人員為您服務，然後撥打 1-844-230-6498）。

Vietnamese – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi 1.888.353.2653 (TTY xin quay số 711 để kết nối với tổng đài, sau đó quay số 1-844-230-6498).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1.888.353.2653번으로 문의하십시오(TTY는 교환원 연결을 위해 711번으로 전화하신 후, 1-844-230-6498번으로 전화하십시오).

Tagalog – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Tumawag sa 1.888.353.2653 (Para sa TTY, i-dial ang 711 para sa operator, pagkatapos ay i-dial ang 1-844-230-6498).

Russian – ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1.888.353.2653 (линия TTY: наберите 711 для соединения с оператором, затем наберите 1-844-230-6498).

Arabic – ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1.888.353.2653 (بنبغي لمستخدمي TTY الاتصال على الرقم 711 للتحدث إلى عامل الهاتف، ثم الاتصال على الرقم 1-844-230-6498).

French Creole – ATANSYON: Gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1.888.353.2653 (TTY konpoze 711 pou pale ak yon operatè, apres a konpoze 1-844-230-6498).

French – ATTENTION : Des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le 1.888.353.2653 (ATS: composez le 711 pour joindre l'opérateur, puis composez le 1-844-230-6498).

Portuguese – ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue 1.888.353.2653 (TTY: marque 711 para o telefonista e, em seguida, marque 1-844-230-6498).

Polish – UWAGA: Możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1.888.353.2653 (użytkownicy TTY powinni dzwonić pod numer 711, aby otrzymać połączenie z telefonistą, a następnie wybrać numer 1-844-230-6498).

Japanese – 注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1.888.353.2653 にお電話ください (TTYをご利用の場合は、711 をダイヤルしてオペレーターに接続してから 1-844-230-6498 におかけください)。

Italian – ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1.888.353.2653 (TTY: comporre il 711 per l'operatore, quindi comporre il numero 1-844-230-6498).

German – ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: Rufen Sie die Nummer 1.888.353.2653 an (TTY-Benutzer wählen 711 für die Vermittlung und dann 1-844-230-6498).

Persian (Farsi) – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. با شماره 1.888.353.2653 تماس بگیرید (TTY شماره 711 را برای اپراتور گرفته و سپس 1-844-230-6498 را شماره گیری کنید).

824734a 6/23

Cigna Dental Benefit Summary
Town of Rocky Hill – Plan 2
Plan Effective Date: 07/01/2024



Insured by: Cigna Health and Life Insurance Company

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

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

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

Benefit Exclusions:

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

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

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

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

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

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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

The state of Connecticut has identified providers that meet the highest patient care standards for specific procedures and conditions as “Providers of Distinction”. By completing your care with a designated “Provider of Distinction”, you will receive a cash incentive in the mail.

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

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 www.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 www.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 2024 HEP Requirements:**

2024 PREVENTIVE SCREENINGS	Dependent Requirements	Employee and Spouse Requirements				
	6-26 years	18-29 years	30-39 years	40-49 years	50-64 years	65+ years
Preventive Visit <small>(Changing to every 2 years for all ages in 2025)</small>		Every 3 years		Every 2 years		
Dental Cleaning	At least 1 per year	At least 1 per year				
Cholesterol Screening		Every 5 years (age 20+)				
Breast Cancer Screening <small>(for women) (Changing to every 2 years for women age 40+ in 2025)</small>		N/A		1 mammogram between ages 45-49	As recommended by your doctor	
Cervical Cancer Screening <small>(for women)</small>		Pap every 3 years (age 21+)	Pap only every 3 years or Pap/HPV combo every 5 years			N/A
Colorectal Cancer Screening		N/A		Colonoscopy every 10 years (45+), Cologuard screening every 3 years, or Annual FIT/FOBT to age 75		

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 (if applicable)

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.