

**AGREEMENT BETWEEN THE
TOWN OF ROCKY HILL,
CONNECTICUT
AND
THE NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES
NAGE Local No. RI-266**

JULY 1, 2022 - JUNE 30, 2026

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**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL, CONNECTICUT
AND
THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
NAGE Local No. RI-266**

This Agreement is made by and between the Town of Rocky Hill, Connecticut hereinafter referred to as the “**Town**,” and the National Association of Government Employees Local No. RI-266 hereinafter referred to as the “**Union**,” for the purposes of establishing a better understanding of the rights and obligations of both the Town of Rocky Hill, as municipal employer, and the employees represented by the Union.

This agreement shall affect only employees of the Town who are members of the Union.

ARTICLE 1 – DEFINITIONS

SECTION 1. Director. The title “Director” as used in this contract shall refer to the Director of Facilities Management, and Fire Marshal.

SECTION 2. Member. The term “member” as used in this contract shall refer to those employees covered by this collective bargaining agreement.

ARTICLE 2 – RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for all employees in positions listed below who work more than twenty-four (24) hours per week for the full year.

1. Assistant Mechanic / Custodian
2. Custodian
3. Facilities Assistant
4. Facilities Trade Mechanic
5. Head Custodian
6. Head Mechanic (Fire Division)

ARTICLE 3 – BARGAINING AGENTS

The Bargaining Agent for the Town shall be the Town Manager, Director of Human Resources, or associated senior department heads. The Bargaining Agents for employees shall consist of three (3) members of the Union and the National Representative, who shall be the Chief Negotiator. Notwithstanding negotiations, whenever a meeting takes place between the Town and the Union two (2) members of the bargaining unit shall be in attendance of said meeting.

ARTICLE 4 – CONTRACT COPIES

The Town shall provide one (1) copy of the contract to each member of the Bargaining Committee, each employee in the bargaining unit, and shall post the same on the Town’s website.

ARTICLE 5 – PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that members have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE 6 – MANAGEMENT RIGHTS

It is recognized that the Town, through its Town Manager, has and will continue to retain the rights and responsibilities to direct the affairs of the Town in all of its various aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities, including the right to select, hire, demote, discipline, discharge, promote and lay off employees are inherent in the Town Manager by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

ARTICLE 7 – NO STRIKE PROVISION

Continuous and uninterrupted service by the Town and its employees to the citizens and orderly collective bargaining relations between the Town and its employees being essential considerations of the Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit-downs, slowdown strikes, or a concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Section by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to and including discharge.

ARTICLE 8 – SEVERABILITY

Should any provision of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of this Agreement.

ARTICLE 9 – EMPLOYEE RIGHTS AND REPRESENTATION

SECTION 1. Protected Union Activity. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and participate in the Union or to refrain from such activities. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

SECTION 2. Protected Grievance Activity. Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances with the Town upon proper notification to the Director or appropriate Supervisor at the first step of the grievance procedure. Not more than two (2) officers, representatives or grievance committee members shall be granted leave with pay for necessary time required to process grievances with the Town at the second step or higher through arbitration.

The employee shall, with the permission of the Director or appropriate Supervisor, contact a steward during the working hours regarding and adverse action which could not be resolved at the time by a supervisor and which could not be resolved during non-working hours. Such permission shall not be unreasonably withheld.

SECTION 3A. Negotiation of Successor Agreement. Not later than February 1 of the year the current contract expires, either party wishing to negotiate a successor agreement shall notify the other party in writing. The parties agree to meet within fourteen (14) days thereafter for negotiations. During negotiations and until a successor agreement is executed, this Agreement shall remain in effect.

SECTION 3B. Protected Collective Bargaining / Negotiation Activity. The members of the Union's bargaining committee, to a maximum of three (3), who are scheduled to work an hour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereof.

SECTION 4. Union Business Leave. Not more than two (2) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the two (2) members as far in advance as practical. Up to three (3) working days per year shall be granted for Union business leave, to attend conventions or educational seminars of the Union, and any other off-duty Union business in this section.

SECTION 5. Union Security. During the term of this contract, all employees shall, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union or, in lieu of Union membership, pay to the Union a service equivalent to an amount allowable by law.

SECTION 6. Union Dues. The Town, upon the written authorization of members of the Union, will make a weekly payroll deduction for Union dues for the duration of this Agreement and any extension thereof unless and until the voluntary authorization is revoked in writing.

The Union agrees to indemnify and hold harmless the Town for any loss of damages arising from the operation of this Section and any extension thereof unless and until the voluntary authorization is revoked in writing. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 10 – GRIEVANCE PROCEDURES

A grievance is hereby defined to be any complaint of an employee that, as to him there has been a misinterpretation or misapplication of the specific terms of this Agreement or that the employee's rights have otherwise been violated by the Town or any individual authorized to act on behalf of the Town.

Unless a grievance is presented in writing with ten (10) calendar days of the date the employee knew, or should have known, of the cause for the grievance, then it shall be considered waived.

The investigation, discussion, and settlement of grievances shall be done outside of working hours unless the Town and the Union representative agree that it is necessary to investigate, discuss or settle a grievance during working hours. No employee shall leave his work station for the purpose of presenting, processing or discussing grievances without first obtaining the permission of his immediate supervisor.

Any grievance arising between the Union and/or an employee and Town shall be handled in the following manner:

The Union representative or employees shall first discuss the grievance with the immediate non-bargaining unit supervisor and attempt to find a solution. If the employee is not satisfied with such an informal discussion, then the employee shall proceed with Step 1.

Step 1. The Union representative or aggrieved employees must present the grievance in writing to his/her immediate non bargaining unit supervisor specifying the nature of the grievance and the specific section (s) of the contract he claims to be misinterpreted or misapplied. The Town will notify the Union in writing of the specific supervisor (s) to whom employees must present grievances at Step 1. If a satisfactory adjustment is not effected with his non bargaining unit supervisor within six (6) days, he may appeal to Step 2 within three (3) working days.

Step 2. Upon appeal from Step 1, the Department Head shall consider the grievance and shall render a decision in writing not later than (5) days from the date his/her final meeting with the employee occurs. If the employee or Union is not satisfied with the decision of the Department Head, he/she may appeal to the Town Manager under Step 3 in writing within three (3) working days of the Department Head's decision.

Step 3. The Town Manager shall consider the appeal of the aggrieved or Union and shall render a decision in writing within six (6) working days after his/her final meeting with the employee or Union.

Step 4. In the event the grievance is based upon an alleged violation of the specific language of this Agreement, and the grievant is dissatisfied with the decision of the Town Manager, he/she may file a written request with the Union that the matter be submitted to arbitration. Such request must be filed within five (5) working days of the date he receives the decision of the Town Manager. A copy of the request must be filed simultaneously with the Town Manager. Within ten (10) days of receipt of the request, the Union may submit a demand for arbitration to the Connecticut State Board of Mediation and Arbitration. The decision of said Board shall be confined to interpretation of the specific language of this Agreement and shall be binding on both parties.

The grievant shall be entitled to have a Union representative present at any or all steps of the above procedures. The Town shall allow the grievant and the Union steward or one officer of the Union the necessary time off without loss of pay to attend hearings scheduled during the workday for purposes of resolving any grievances. The Town shall also allow two members of the Union negotiating committee time off without loss of pay to attend negotiating sessions scheduled during the workday.

The cost of arbitration shall be borne equally by the Town and the Union. Individual employees shall not have the right to appeal grievances to arbitration. In cases of employee discharge only the Town or the Union shall have the right to have the grievance arbitrated before the American Arbitration Association under its Voluntary Labor Arbitration Rules.

ARTICLE 11 – WORKING RULES

SECTION 1. Workplace Conduct. The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

SECTION 2. Written Rules and Directives. All copies of written rules and directives of the Town affecting working conditions of Union members shall be provided to the Union by the Town.

SECTION 3. Equipment Safety. If an operator of mechanical equipment considers that the equipment is unsafe to operate before he leaves the Garage, he/she shall not be required to operate the equipment until it is inspected by the Mechanic or supervisor on duty at the time, and found not to be defective. After certification by the Mechanic or Supervisor, the employee shall commence operation of the piece of equipment.

SECTION 4. Recording Work Hours. All members of the Union shall record their time of arrival at work, and their time of departure from work, utilizing the mechanism provided by the Town to do so, including but not limited to, a time clock, punch clock, computer or electronic device.

SECTION 5A. Uniform Allowance. Effective July 1, 2022, the uniform allowance for all members of the bargaining unit, shall be eight hundred dollars (\$800.00) per fiscal year, for work-related clothing. The uniform allowance will not be paid directly to the individual, but shall be made available to the individual through Town-owned accounts (for example, Town-owned credit cards, purchased cards, etc.) for the exclusive purpose of purchasing job-related items with the approval of the Department Director. The individual shall submit all necessary receipts and documentation necessary to comply with the Finance Department’s record-keeping requirements.

The uniform shall include the following items:

- T-Shirts, Sweatshirts, or other shirts / tops with the Town’s insignia (or other logo approved by the Department Director);
- Work Pants;
- Safety Work Boots (OSHA-Compliant, if applicable);
- Snow removal/cold weather gear (including jackets, hats, gloves, etc.) for those employees whose job duties require them to perform snow removal, ice control activities, or work in cold temperatures; and
- Clothing for inclement weather (including rain/flood gear) for those employees whose job duties require them to perform work outdoors.

Uniform items damaged as a result of work (and not as a result of the employee’s negligence) may be repaired or replaced beyond the \$800.00 allowance, if repair or replacement is deemed

necessary by the Department Director (for example, not being serviceable for both identifiable and safety reasons).

In all cases, the Town reserves the right to determine the type of item and vendor, with the understanding that management's approval of items and vendors will not be unreasonably withheld.

Any equipment required by the Town, shall be supplied by the Town, and remains the property of the Employer, such as flashlights, tools, tool belts, and the like.

SECTION 5B. Safety Eyeglasses. The Town will cover the cost of OSHA-compliant, safety eyeglasses that meet the employee's prescription needs, at a cost of up to four hundred fifty dollars (\$450.00) per fiscal year, provided the Town receives: 1) documentation of the prescription (should be submitted to Human Resources for inclusion in the personnel/medical file); and 2) a receipt or invoice documenting that the eyeglasses are safety/OSHA-compliant. Replacement of eyeglasses covered under this provision shall be predicated upon these items not being serviceable for both identifiable and safety reasons. The Town reserves the right to determine the type of item and vendor.

ARTICLE 12 – HOURS OF WORK AND WORK WEEK

SECTION 1. Work Schedule Determinations. While this section references normal hours of work generally, starting and finishing times shall be as determined by the Director or appropriate supervisor. No employee is promised or guaranteed assignment to any established shift and no specific shifts are promised or guaranteed to be maintained by this Agreement. The Town maintains the right to establish new shifts or eliminate or restructure existing shifts at its discretion, after considering input from the Union.

SECTION 2. Normal Hours of Work. For employees in the bargaining unit, the normal work week shall consist of five (5) eight (8) hour days, Monday through Friday, provided that this shall not be claimed or construed as a promise or guarantee of any minimum number of days or hours of work. Included in the normal work week is a "paid lunch-time/dinner-time on the fly" on the premises for employees scheduled to work a full forty (40) hour schedule. Further, subject to change by the Town in its discretion for operational or efficiency reasons, employees in the bargaining unit shall be scheduled to work:

- 1) Within two hours of 7:00 a.m. and end work within two hours of 3:00 p.m.;
- 2) Within two hours of 2:00 p.m. and end work within two hours of 10:00 p.m.; and
- 3) Within two hours of 11:00 a.m. and end work within two hours of 7:00 p.m.

SECTION 3. Working Overtime. Whenever overtime is required within a division, overtime shall be divided as equally as efficient operations permit among the employees qualified to perform the work needed, and based on seniority, beginning with the most junior member. A record of overtime will be posted weekly by the supervisor. All employees are expected to work reasonable amounts of overtime, including but not limited to work related emergencies and weather-related events.

All regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used.

If no regular, full-time employees accept an overtime assignment, management may assign overtime work to regular, full-time employees, part-time or seasonal employees, as deemed necessary by the Director.

SECTION 4. Working When Town Hall Is Closed. In the event Town Hall is closed, all employees required to work will receive time and one half (1 ½) their rate of pay for hours worked.

ARTICLE 13 – ESSENTIAL PERSONNEL

Essential personnel are generally defined as employees who are required to report to work to ensure the operation of essential functions or departments during an emergency or when Town Hall has suspended operations. Essential personnel are expected to come to work in emergency situations unless they are specifically excused by their director or director's designee. Failure to report to work as directed may result in disciplinary action up to and including termination.

The Director in each department, with the approval of the Town Manager, determines which functions are essential, and how to staff those functions during an emergency or suspension of normal operations. Once the essential staffing plan for a department is determined, the Director in the department is responsible for communicating the information to all personnel in the respective department.

ARTICLE 14 – EMERGENCY CALLS AND STANDBY

SECTION 1. Emergency Calls. An employee's "call out" on an emergency or weather-related event call, which continues his or her regular workday, or which immediately precedes his regular workday, shall be paid at time and one-half for all time worked outside of the regular workday.

SECTION 2. On-Call Duty. Employees assigned to on-call duty from the end of their workday on Friday to the end of their workday the following Friday shall be paid a minimum of three (3) hours at time and one-half (1 ½) their regular hourly rate whether or not work is performed by such employees. If an employee who is assigned to on-call duty is not available when called, payment for on-call duty will not be made to the employee.

SECTION 3. Standby Duty for Emergencies and Weather-Related Events. The Town shall pay each employee who is available to respond to emergencies and weather-related events an annual lump sum of \$850.00 annually, payable the last week in April of each year. Eligibility for this standby pay is contingent upon 90% attendance at emergency and weather-related events as calculated annually (May through April of each year).

SECTION 4. Three-Hour Call-Out Minimum. With the exception of scheduled overtime, employees called out after regular working hours shall be paid a minimum of three (3) hours at a rate of one and one-half times regular pay. If employees are required to work more than three (3) hours, they will be paid one and one-half times their regular hourly rate of pay for all hours actually worked.

In the event an employee receives more than one call-out during any three (3) hour period, at a time not contiguous to his or her regular shift, the employee shall receive a minimum of three (3) hours of pay at a rate of one and one-half (1 ½) the employee's regular hourly rate of pay, for the

first call-out; and then shall be paid for time actually worked, at a rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for any subsequent call-out(s).

Building operations checks shall be for actual time worked or a minimum of one (1) hour at one and one-half (1 ½) times the employee's regular hourly rate of pay.

The work duties of the employees called out after regular working hours shall be assigned by the Town.

ARTICLE 15 – COMPENSATION

SECTION 1A. Hourly Wage Rates. The wage rates for all individuals hired into this bargaining unit on or after the date this contract is executed (regardless of whether the individual is a new or existing employee) shall be set forth in **Appendix A** which is attached hereto and made a part hereof. This provision does not apply to those individuals named in Section 1B (see below).

SECTION 1B. Hourly Wage Rates for Incumbents Employed by the Town Prior to 2016. The Town and Union agree that certain individuals' wage rates are based on their status as incumbents hired into the bargaining unit prior to the 2016 successor contract negotiation period. The parties agree to delete these particular wage rates from successor contracts once the existing incumbents (hired prior to February 16, 2016) leave their currently-held positions.

With regard to individuals who were hired into this bargaining unit prior to negotiations for the 2016 successor contract, their hourly wage rates are 1) listed on the *Senior-Incumbent Wage Rate* line on **Appendix A**, and 2) apply only to the individuals listed below:

- Billie Jo Beach (Custodian)
- Christopher Fenner (Custodian)
- James Gutowski, Jr. (Head Custodian)
- Nicholas Melino (Custodian)
- Steven Wilson (Head Mechanic (Fire Division))

In the event the individuals listed above leave the position they hold as of the date this contract is executed, they will no longer be entitled to any hourly wage rate reflected on the *Senior-Incumbent Wage Rate* line, and that wage rate line will be deleted from the successor contract as soon as practical.

It is further agreed that future hires into positions in this bargaining unit will be paid according to the wage rates reflected for the respective positions, and the hourly rates reflected on the *Senior-Incumbent Wage Rate* line will not be used as a basis for any future negotiations.

SECTION 1C. Wage Increases. Wage increases for all members of the bargaining unit shall be as set forth in **Appendix A**, which is attached hereto and made a part hereof, as follows:

- 3.85% as of July 1, 2022
- 3.85% as of July 1, 2023
- 3.85% as of July 1, 2024; and
- 3.85% as of July 1, 2025.

SECTION 2. Regular Payday. The Town shall make every effort to pay employees on their regular payday for the life of this Agreement. Where the regular payday falls on a holiday, the Town will make every effort to pay employees on the last workday before the holiday. All payments will be made by direct deposit or debit card in accordance with the schedule set forth in the Personnel Rules.

SECTION 3. Compensation for working out-of-class. An employee who is qualified and assigned to a higher class shall be paid an additional three dollars (\$3.00) per hour for all hours worked and periods assigned in the higher classification.

SECTION 4. Rate of Pay for Promotion or Assignment to Higher Class. When an employee is promoted or assigned to a higher position, he/she shall be paid at that step of the new grade that would give him/her a raise and shall receive credit for the time such step represents for purposes of movement through the salary schedule.

SECTION 5. Compensation for Working Overtime, Holidays, and Weekends. Work hours in excess of forty (40) hours per week, including Saturdays and Sundays, shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay.

All work performed on Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day and shall be compensated at the rate of double time (2 times the regular rate) in addition to holiday pay. All other holidays will be paid at normal eight (8) hours' regular pay plus the time and one-half for all hours actually worked.

ARTICLE 16 – SENIORITY

SECTION 1. Definition and Purpose of Seniority. Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff for a period of less than twenty-four (24) months.

The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfer, and vacations.

SECTION 2. Seniority List. The seniority list shall be brought up to date upon request from the President of the Union at reasonable intervals and shall be posted on a website accessible by the employee population, such as the intranet.

SECTION 3. Competitive Promotions. For the purpose of promotions, if in the sole and exclusive judgement of the Town, two (2) or more qualified employees are competing for a position, the Town will award the position to the most qualified applicant of the pool of applicants being considered.

ARTICLE 17 – PROBATIONARY PERIOD

SECTION 1. Newly Hired Employees. All newly hired employees shall serve a probationary period of one (1) year during which they may be terminated for any job-related reason without protest or challenge from Union and without any recourse to the grievance procedure of this

contract. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

SECTION 2. Town Employees Who Transfer Into Union Positions. All persons employed by the Town of Rocky Hill who are not members of the Union as defined in this Agreement, who transfer or are assigned to Union positions, shall serve a probationary period of one hundred eighty (180) calendar days during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance procedure of this contract.

ARTICLE 18 – LAYOFFS

Seniority is based on time in the bargaining unit for layoff purposes.

Seasonal employees may be used by the Town to supplement the work force, but no part-time or seasonal employee shall be employed while employees of the unit are on layoff status.

The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

For all classifications (positions) within the bargaining unit (as set forth in the Recognition Clause) layoffs shall be made within each employee's classification in the reverse order of seniority, provided always that the retained employee is capable of performing the available work. In the event of layoff for lack of work, probationary employees will be laid off first.

For all classifications within the bargaining unit, the employee affected shall have the right to displace the least senior employee within the classification.

For a period of two (2) years the affected employee shall have the right to be recalled to the classification from which he/she was laid off, if a position should become vacant or be reinstated, or to a position in a lower classification. The choice of employees to rehire shall be based upon seniority' provided the employee can, in the judgment of the Town, satisfactorily perform the available work.

No person shall be newly employed in a classification that includes personnel on that recall list until all persons on the recall list have been notified by certified mail sent to the employee's last known address and such persons either are offered re-employment or decline such re-employment offer. It shall be the employee's responsibility to notify the Town of his current address. An employee who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment. Returning employees must return to work within thirty (30) calendar days from the date of mailing of the notification.

Members of the bargaining unit whose names are on the recall list will be notified of opportunities for temporary part-time or seasonal employment. No new employee shall be hired for a temporary part-time or seasonal position until all employees and the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no

employee shall forfeit rights by declining such employment.

ARTICLE 19 – HOLIDAYS

The allowance of holiday pay is subject to the employee working on the scheduled work day immediately prior and immediately after the holiday, with the exception of illness or vacation day(s).

All full-time employees shall be entitled to the following twelve (12) holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day Before or Day After Christmas, OR One-half (½) Day Before Christmas and One-half (½) Day New Year's Eve (At the Town Manager's discretion)
12. Christmas Day

ARTICLE 20 – PERSONAL DAYS

Effective January 1, 2023, each employee shall be granted five (5) paid personal days per year which may be used for personal business that cannot be conducted outside regular work hours. Personal days shall not be used to extend vacation time or to create long weekends. Personal days cannot be carried over or accrued. Employees shall notify their immediate supervisor of their need to take a personal day at least thirty-six (36) hours in advance. While the employee need not provide a reason for the personal day request, the employee's request must be approved by the immediate supervisor.

Personal days, like sick leave and vacation time, will not be accrued during an employee's extended absence after twelve (12) weeks of absence.

ARTICLE 21 – SICK LEAVE

SECTION 1. Calculating Sick Leave. Each employee shall be entitled to a sick leave with full pay. Sick leave may be earned at a rate of fifteen (15) days per year (1.25 days per each full calendar month).

Sick leave, like vacation time and personal days, will not be accrued during an employee’s extended absence after twelve weeks of absence.

There shall be no cap on the number of sick days a member can accrue.

SECTION 2. Definition of Sick Leave. Sick leave shall not be considered as a privilege which an employee may use at his/her 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 requiring the employee’s attendance upon the ill family member, medical and dental appointments, or quarantine restrictions.

When sick leave abuse is suspected, a doctor’s certification may be required for all absences. Continued abuse of sick leave privilege shall be considered sufficient cause for discipline, up to and including suspension and dismissal. 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. Failure to notify a supervisor prior to within one (1) hour of the employee’s starting time, may subject the employee to disciplinary action. An independent physician’s examination (fitness for duty examination) may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for duty, consequences shall be in accordance with state and federal laws.

When absent for more than three (3) workdays, the supervisor may ask the employee to obtain a physician’s certificate. Where a certificate is required and is not presented, at the discretion of the supervisor, such absence may be applied to the balance of any approved leave, to leave without pay, or may be grounds for disciplinary action. A request for sick leave form must be filled out immediately upon the employee’s return to work.

SECTION 3. Sick Leave Payouts. An employee separating from Town service in good standing shall be entitled to a payment for unused sick leave on the following schedule:

For separation after 15 years of service	50% 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

These allowances cannot be used to extend the separation date. Employees terminated involuntarily or who leave Town service in other than good standing shall not be entitled to the above sick leave payouts.

Employees hired after July 1, 2007 shall not be entitled to this benefit.

Qualified employees will be allowed to contribute sick leave payouts, as described above, into the 457 Plan, up to the maximum contribution permitted by the IRS.

ARTICLE 22 – FAMILY MEDICAL LEAVE ACT (FMLA)

An employee who has been employed for twelve months or more is eligible to request FMLA leave for a maximum of twelve weeks for the reasons below:

- a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition;
- b. Conditions requiring an overnight stay in a hospital or other medical care facility;
- c. Conditions that incapacitate you or your family member for more than three consecutive days and require ongoing medical treatment;
- d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider;
- e. The birth of a child and to bond with the newborn child or for the receiving of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and put be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order: sick time, personal time and vacation. Health Insurance will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five (5) days as to whether FMLA has been granted. Pursuant to Federal law, FMLA may be granted once in a twelve month period (with the twelve month period being defined as twelve months from the actual return to work date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification the employee must provide said certification within fifteen (15) days of the request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification, the FMLA leave request will be denied.

The medical certification must include some specific information including:

- a. Contact information for the health care provider;
- b. When the serious health condition began;
- c. How long the condition is expected to last;
- d. Whether the employee is able to work or if the family member is in need of care; and
- e. Whether the leave needs to be continuous or intermittent. If intermittent the certification should include an estimate of how much time you will need for each absence, how often each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification, it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven (7) calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town’s expense. If the first and second opinions differ, the Town may request a third opinion at the Town’s expense.

ARTICLE 23 – WORKERS’ COMPENSATION

In cases where a full-time employee is absent from work because of injury or illness as covered by the Workers’ Compensation Act, he shall receive from the Town an amount which represents the difference between full salary and compensation benefits. The amount expended by the Town during the first one hundred twenty (120) days of disability shall not be chargeable to any sick leave which the employee has accrued. Any benefits for subsequent periods shall be computed and charged against accumulated sick leave on a pro-rata basis.

ARTICLE 24 – VACATION TIME

SECTION 1. Calculating Vacation Time. On the employee’s anniversary date, full-time employees shall be entitled to vacation leave as follows:

- 1) One week (5 working days) of vacation leave for each six months’ full-time service to one year; then
- 2) Two weeks (10 working days) each year from one (1) year to three (3) years

<u>Years of Service</u>	<u>Days</u>
3	10
4	12
5-6	15
7-8	16
9-10	17
11-12	18
13-14	19
15+	20

Employees hired before October 31, 2001 will receive a maximum of twenty two (22) vacation days per year.

Vacation days are earned based upon full calendar months worked from the employee’s anniversary date. The calculation of vacation earned, but not yet credited to the employee’s account shall be based upon the following formula:

- a. Vacation days due as per contract times (x) eight (8) equals (=) vacation allowance in hours.
- b. Hours from (a) above, times (x) full calendar months worked beyond anniversary date divided (÷) by equals twelve (12) equals (=) vacation hours due.

Vacation time, like personal days and sick leave, will not be accrued during an employee's extended absence after twelve (12) weeks of absence.

SECTION 2. Carrying-Over Unused Vacation Time Balances. An employee may carry over a maximum of ten (10) vacation days from one (1) calendar year to the next (January 1st to December 31st of each year), without prior approval of management. Vacation time in excess of ten (10) days shall be forfeited at the end of the calendar year (as of December 31st).

SECTION 3. Vacation Schedule. The vacation period shall be set by mutual agreement between the immediate supervisor and the employees, except that seniority shall govern preference.

SECTION 4. Vacation Time Payouts. Payment for accumulated and unused vacation days will be made to the nearest one-quarter (¼) hour.

Pro-rata accumulated and unused vacation pay shall be granted to the employee upon termination of service with the Town after six (6) months of service.

In the event of an employee's death, after six (6) months of service, his pro-rata unused accumulated vacation pay shall be paid to his estate.

ARTICLE 25 – FUNERAL LEAVE

SECTION 1. Immediate Family. In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee, not to exceed three (3) days.

SECTION 2. Definition of Immediate Family. For the purpose of this policy, the term "immediate family" shall be defined as one of the following relations: spouse, child, stepchild, parent, parent-in-law, grandparent, brother, sister, grandchild, brother-in-law, sister-in-law, or any relative living in the household as part of the family.

SECTION 3. Other Funeral Leave. One day with pay shall be granted to attend the funeral of a grandparent-in-law, aunt or uncle. Additional time off with pay may be granted if the employee or relatives travel to the funeral in excess of two hundred (200) miles. Up to two (2) additional days may be granted by the Town Manager in his/her discretion in limited instances where extensive travel is required.

ARTICLE 26 – INSURANCE

SECTION 1. Introduction. This article and summary included in APPENDICES describe insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and APPENDICES are descriptive only and are not insurance policies. 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. In the event of error or misstatement in this Agreement or APPENDICES, the insurance policies shall always prevail.

SECTION 2. Eligibility. Health Insurance benefits shall be in accordance with the provisions set forth in this Article.

SECTION 3. Group Term Life Insurance. \$20,000 in group life insurance is provided to all members. Basic benefit is doubled in the event of accidental death. Effective July 1, 2010, this coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage.

SECTION 4. Group Medical Insurance.

Effective July 1, 2019, members shall be moved into the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as described in APPENDIX B.

SECTION 5A. Retiree Medical Insurance Coverage.

For employees retiring on or after July 1, 2019: For employees retiring who were hired before July 1, 2007, at the regular or early retirement age of sixty-two (62) with at least fifteen (15) years of service, the Town shall continue to assume 100% of the cost of the individual health insurance premium plus \$1000.00 in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

If they retire on or after July 1, 2011, under the Plan with at least twenty-five (25) years or more of credited service, they may elect to continue Town provided medical and major medical insurance coverages in effect after retirement for his/her eligible dependents, with the Town paying one-half (50%) of the cost of the dependent's premium plus \$500.00 in lieu of the employer's HSA contribution and the Retiree's the remaining cost. The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

SECTION 5B. Retiree Medical Insurance Continuation. When any Retiree who is receiving insurance continuation from the Town under this provision is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the Town under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent(s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50%/50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. As stated above, the post-retirement insurance continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any other medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this section.

Effective July 1, 2007, any person hired after July 1, 2007 who retires after twenty years of service and is at least age sixty-two (62) will continue to receive medical benefits for the employee only until eligible coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. For those members hired on or after February 18, 2016, the Town shall not provide retiree health insurance for such members.

SECTION 6. Group Dental Coverage. All employees, elect to enroll in the Dental Plan, as described in APPENDIX C.

SECTION 7. Premium Share. Effective July 1, 2022, members’ health care premium share will be as follows below:

<u>Contract Year</u>	<u>Employee Share</u>	<u>Employer HSA Funding</u>	<u>HSA Funding Date to be Paid</u>
July 1, 2022 – June 30, 2023	10%	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1
July 1, 2023 – June 30, 2024	10%	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1
July 1, 2024 – June 30, 2025	12%	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1
July 1, 2025 – June 30, 2026	12%	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1

SECTION 8. Change of Carriers/Funding Arrangements. The Town shall have the right to change insurance carriers or to self-insure, provided the coverage offered is substantially equivalent, as a whole, to the current plan outlined in this article. If there is any substantial change in coverage, the Town must negotiate such change prior to changing carriers. This provision does not preclude the Town from making non-substantial modifications so as to mitigate increased cost in health insurance.

The Town agrees to notify the Union President and Vice President of any adjustments to coverage.

SECTION 9. 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.

SECTION 10. Medical Insurance Waiver. 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.

A **qualifying event** is generally defined as marriage or divorce; 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 a question 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 insurers, or speak with an insurance carrier representative, the Town’s Benefits Administrator, or Human Resources.

SECTION 11. Group Long Term Disability. Bargaining unit members 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. The Town will assume the full cost of this plan.

Benefit Percent	67% of current salary
Maximum Monthly Benefit	\$7,000

ARTICLE 27 – RETIREMENT / PENSION PLAN

SECTION 1. Defined Benefit and Defined Contribution Pension Plans. Rights in the Defined Benefit Plan shall vest fully after the conclusion of five (5) years of credited service. There shall be no vesting before that time. If a non-vested employee’s contributions are returned to the employee at separation or death, the employee’s beneficiaries shall receive interest at three percent (3%) per annum for such contributions.

Effective July 1, 1991, the existing Town Defined Benefit Plan shall be modified as follows:

- a. The monthly Normal Retirement Benefit shall be 1.5% of Average Monthly Earnings, as defined in the Defined Benefit Plan, plus .6% of Average Monthly Earnings in excess of \$500.00, multiplied by total years of Credited Service, as defined in the Defined Benefit Plan, up to a maximum of thirty-five (35) years.
- b. Effective July 1, 1994, each employee shall contribute 3.5% of base pay toward his/her pension benefits. Each employee shall participate in the Defined Benefit Plan beginning at age 18.
- c. Pursuant to Section 13.1 of the Town Defined Benefit Plan, the Town Manager shall appoint a member of the bargaining unit selected by the Union to serve of the Pension Committee. The Pension Committee shall meet semi-annually.

- d. Any retirement benefits paid under this Section to an employee receiving disability payments under the Workers' Compensation Act shall be reduced by the amount of such disability payments for the period of time for which such disability payments are made.
- e. Employees hired after February 18, 2016, will not be eligible for the Defined Benefit Plan. In lieu of the Defined Benefit Plan, the Town has developed a Defined Contribution Plan. Employees' contributions of up to six percent (6%) of base salary will be matched by the Town at fifty percent (50%) up to a maximum of three percent (3%) of base salary. Employees may contribute to the Defined Contribution Plan up to the maximum allowable by law. In order to be entitled to payout of the Town's contributions, employees must complete a minimum of five (5) years of credited service.

Effective July 1, 2022, employees' contributions to the Defined Contribution Plan will be matched by the Town at a maximum of five percent (5%) of base salary.

ARTICLE 28 – DURATION

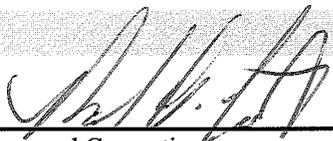
This Agreement shall be effective July 1, 2022 and shall remain in force and full effect until June 30, 2026.

ARTICLE 29 – EXECUTION

EXECUTED by the undersigned duly authorized representatives of the parties this 21ST day of July, 2022, at Rocky Hill, CT, pending ratification of Town Council.

For the Town of Rocky Hill

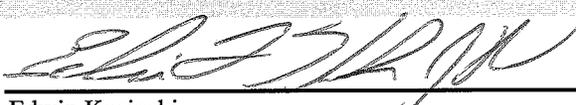
**For the National Association of Government
Employees NAGE Local No. RI-266**



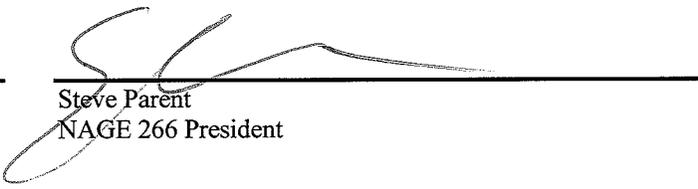
Raymond Carpentino
Acting Town Manager



Dana McGee
Director of Human Resources and Legal Compliance



Edwin Kosinski
National Representative, NAGE/IBPO



Steve Parent
NAGE 266 President

APPENDIX A - WAGES

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Senior Incumbent Rate Only
<u>Assistant Mechanic/Custodian (Fire Division)</u>							
7/1/2021	Start	\$ 29.82	\$ 30.41	\$ 31.02	\$ 31.64	\$ 32.27	
7/1/2022	3.85%	\$ 30.97	\$ 31.59	\$ 32.22	\$ 32.86	\$ 33.52	
7/1/2023	3.85%	\$ 32.16	\$ 32.80	\$ 33.46	\$ 34.13	\$ 34.81	
7/1/2024	3.85%	\$ 33.40	\$ 34.06	\$ 34.75	\$ 35.44	\$ 36.15	
7/1/2025	3.85%	\$ 34.68	\$ 35.38	\$ 36.08	\$ 36.80	\$ 37.54	
<u>Custodian</u>							
7/1/2021	Start	\$ 23.21	\$ 23.67	\$ 24.14	\$ 24.63	\$ 25.12	\$ 30.05
7/1/2022	3.85%	\$ 24.10	\$ 24.58	\$ 25.07	\$ 25.57	\$ 26.09	\$ 31.21
7/1/2023	3.85%	\$ 25.03	\$ 25.53	\$ 26.04	\$ 26.56	\$ 27.09	\$ 32.41
7/1/2024	3.85%	\$ 25.99	\$ 26.51	\$ 27.04	\$ 27.58	\$ 28.14	\$ 33.66
7/1/2025	3.85%	\$ 26.99	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.22	\$ 34.95
<u>Facilities Assistant</u>							
7/1/2021	Start	\$ 29.25	\$ 29.84	\$ 30.44	\$ 31.05	\$ 31.66	
7/1/2022	3.85%	\$ 30.38	\$ 30.99	\$ 31.61	\$ 32.24	\$ 32.88	
7/1/2023	3.85%	\$ 31.55	\$ 32.18	\$ 32.83	\$ 33.48	\$ 34.15	
7/1/2024	3.85%	\$ 32.77	\$ 33.42	\$ 34.09	\$ 34.77	\$ 35.46	
7/1/2025	3.85%	\$ 34.03	\$ 34.71	\$ 35.40	\$ 36.11	\$ 36.83	
<u>Facilities Trade Mechanic</u>							
7/1/2021	Start	\$ 38.12	\$ 38.89	\$ 39.67	\$ 40.46	\$ 41.27	
7/1/2022	3.85%	\$ 39.58	\$ 40.39	\$ 41.20	\$ 42.02	\$ 42.86	
7/1/2023	3.85%	\$ 41.11	\$ 41.95	\$ 42.78	\$ 43.63	\$ 44.51	
7/1/2024	3.85%	\$ 42.69	\$ 43.56	\$ 44.43	\$ 45.31	\$ 46.22	
7/1/2025	3.85%	\$ 44.33	\$ 45.24	\$ 46.14	\$ 47.06	\$ 48.00	
<u>Head Custodian</u>							
7/1/2021	Start	\$ 26.23	\$ 26.75	\$ 27.30	\$ 27.84	\$ 28.39	\$ 37.76
7/1/2022	3.85%	\$ 27.24	\$ 27.79	\$ 28.35	\$ 28.91	\$ 29.48	\$ 39.21
7/1/2023	3.85%	\$ 28.28	\$ 28.85	\$ 29.44	\$ 30.02	\$ 30.62	\$ 40.72
7/1/2024	3.85%	\$ 29.37	\$ 29.97	\$ 30.57	\$ 31.18	\$ 31.79	\$ 42.29
7/1/2025	3.85%	\$ 30.50	\$ 31.12	\$ 31.75	\$ 32.38	\$ 33.02	\$ 43.92
<u>Head Mechanic (Fire Division)</u>							
7/1/2021	Start	\$ 33.30	\$ 33.96	\$ 34.64	\$ 35.34	\$ 36.04	\$ 39.09
7/1/2022	3.85%	\$ 34.58	\$ 35.27	\$ 35.97	\$ 36.70	\$ 37.43	\$ 40.59
7/1/2023	3.85%	\$ 35.91	\$ 36.63	\$ 37.36	\$ 38.11	\$ 38.87	\$ 42.16
7/1/2024	3.85%	\$ 37.30	\$ 38.04	\$ 38.80	\$ 39.58	\$ 40.36	\$ 43.78
7/1/2025	3.85%	\$ 38.73	\$ 39.50	\$ 40.29	\$ 41.10	\$ 41.92	\$ 45.47

APPENDIX B – HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS ACCOUNT (HSA)

Effective July 1, 2019, all employees will be enrolled in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), as described in this appendix.

High Deductible Health Plan with Health Savings Account
Non-Gatekeeper

In Network

Deductible \$2,000 / \$4,000 Combined with Out of Network
Coinsurance 100 / 0, After Deductible
\$0 Wellness, Deductible Waived
All Other Medical 0% After Deductible
Out of Pocket Maximum \$3,000 / \$6,000

Out of Network

Deductible \$2,000 / \$4,000 Combined with In Network
Coinsurance 80 / 20, After Deductible
Out of Pocket Maximum \$4,000 / \$8,000

In Network RX

MP 4 – Essential Formulary
Rx Card \$5 / 20 / 40 / 20% to \$200 After Plan Deductible
Mail Order – 2x Copay Tiers 1 – 3, After Plan Deductible
Unlimited Maximum

APPENDIX C – DENTAL PLAN

CO-PAY DENTAL

The Co-Pay Dental plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- ✓ Oral Examinations
- ✓ Periapical and bitewing x-rays
- ✓ Topical fluoride applications for members under age 19
- ✓ Prophylaxis, including cleaning, scaling and polishing
- ✓ Relining of dentures
- ✓ Repairs of broken removable dentures
- ✓ Palliative emergency treatment
- ✓ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ✓ Simple extractions**
- ✓ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

DENTAL AMENDATORY RIDER A - ADDITIONAL BASIC BENEFITS

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- Inlays (not part of bridge)
- Onlays (not part of bridge)
- Crown (now part of bridge)
- Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays, placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

DENTAL AMENDATORY RIDER D - ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

ACCESSING BENEFITS:

Participating Dentists Benefits

The insurance carrier will pay the negotiated contracted fee for the dental services described in this Appendix. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event a non-participating dentist renders these services, the insurance carrier will pay the Maximum Allowable Charge for the location of service rendered. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

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