

THE TOWN OF STRATFORD

AND

THE STRATFORD PUBLIC WORKS EMPLOYEES ASSOCIATION

LOCAL #134

AFFILIATE OF THE INTERNATIONAL FEDERATION OF

PROFESSIONAL & TECHNICAL ENGINEERS

AFL-CIO-CLC

JULY 1, 2017 – JUNE 30, 2023

This contract supersedes and replaces the contract  
with term July 1, 2017 – June 30, 2021

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AGREEMENT BETWEEN THE STRATFORD PUBLIC WORKS  
EMPLOYEES ASSOCIATION, LOCAL #134,  
AFFILIATE OF THE INTERNATIONAL FEDERATION OF PROFESSIONAL  
ASSOCIATION  
AND TECHNICAL ENGINEERS, AFL-CIO-CLC  
AND THE TOWN OF STRATFORD

This Agreement, made and entered into this 1<sup>st</sup> day of July 2017 by and between THE TOWN OF STRATFORD (hereinafter known as the "Municipality" or the "Town") and THE STRATFORD PUBLIC WORKS EMPLOYEES ASSOCIATION, LOCAL #134, AFFILIATE OF THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO-CLC (hereinafter referred to as the "Association" or "Union"). The parties agree that all bargaining unit employees will be treated fairly and equitably in the application of the contract.

ARTICLE 1 – RECOGNITION

The Municipality recognizes the Association as the sole and exclusive bargaining agent for all employees of the Public Works Department of the Town of Stratford, excluding only the Director, Superintendents, Assistant Superintendents, supervisory personnel, and office clerical employees, for the purpose of collective bargaining relative to rates of pay, wages, hours of employment and conditions of employment in accordance with the certification of February 23, 1972, by the Connecticut State Board of Labor Relations in Case No. ME-2242. The parties agree that all bargaining unit employees will be treated fairly and equitably in the application of the contract.

ARTICLE 2 – ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 2.1 An employee's regular monthly Association dues shall be deducted from his pay by the Municipality and remitted to the proper officer of the Association. The Employee shall submit a fully executed authorization card for this purpose which shall be provided by the Association.

Section 2.2 The Municipality agrees to honor the dues deduction card stated in Section 1 above, and remit said dues to the Treasurer of the Association by mail, by the first payday of the month following the month of deduction. The Municipality agrees to furnish a list of members from whom dues are deducted and, on a monthly basis, a list of additions and deletions. Dues shall be deducted on a weekly basis.

Section 2.3 All present employees within the bargaining unit who are members of the Association on the effective date of this Agreement shall, as a condition of employment, remain as members of the Association. All employees within the bargaining unit who are hired subsequent to the effective date of this Agreement shall, as a condition of employment, be required to become and remain members of the Association no later than the 31<sup>st</sup> day of their employment and to pay all dues and initiation fees levied by the



Association. All employees within the bargaining unit who become members of the Union, shall, as a condition of employment, remain Association members.

Section 2.4 The Municipality agrees to make available to the Association each year, within thirty (30) days after signing of the Agreement or the anniversary date of the signing of the Agreement, a list of bargaining unit members showing their seniority date, job classifications and rates of pay. Within thirty (30) days after a new employee has been hired, the Municipality shall notify the Association, in writing, of the name, date of hire, job classification and rate of pay of such employee. When any employee is hired or terminated from employment, the Town shall notify the Association of such change, in writing, within thirty (30) days.

Section 2.5 The Municipality agrees to supply each present member of the bargaining unit with a copy of the Collective Bargaining Agreement between the Town and the Association and to supply each new employee with a copy of the Agreement upon hiring.

Section 2.6 Each member of the bargaining unit who is not a Union member shall, as a condition of continued employment, pay each month to the Union a fee of an amount equivalent to the monthly membership dues of a Union member for services rendered to such a non-union member as a member of the bargaining unit.

The service fees provided for in this Section shall be deducted from the pay of each non-union member on a weekly basis by the Town, and shall be remitted to the Union, with a list of names of whose employees from whose pay such service fees have been deducted, on a monthly basis.

### ARTICLE 3 – HOURS OF WORK AND OVERTIME

Section 3.1 A regularly scheduled work day shall consist of eight (8) hours, commencing at 8:00 a.m. and ending at 4:00 p.m. Except as otherwise noted herein, a regular work week shall consist of five (5), eight (8) hour days for hourly paid employees. The five (5) day week shall consist of Monday, Tuesday, Wednesday, Thursday and Friday.

Section 3.2 For the purpose of this Agreement, the following exceptions shall apply:

A. Employees in Parks, Highway, Building Maintenance and Garage shall work 7:00 a.m. to 3:00 p.m. Employees in Engineering shall work 8:00 a.m. to 4:00 p.m. except that, starting April 1 through October 31, employees of said division shall work summer hours 7:00 a.m. to 3:00 p.m.

B. Effective on the date that the contract dated July 1, 2017- June 30, 2021 becomes operative, the Town can create new positions for a Crew Leader and two laborers to work Monday through Friday 12 noon to 8 p.m. in the Parks Division, in any

part of Town and perform duties as described in their respective job descriptions. Each of these positions will be posted as required by other sections of this Agreement. If no one bids for the positions, they will be filled open competitively.

C. The position of Greensman 2 will be eliminated and a second position of Gardener will be created for the Parks Division. This position will normally work at the Golf Course and will be a pay grade 6. The occupant of this position must hold an Applicators License to qualify for the position.

D. The hours of work for the Building Inspection Division shall be 8:00 a.m. to 4:00 p.m. all year with a one-half hour lunch.

E. Water Pollution Control Division

(1) Shift No. 1 – Forty (40) hours in five (5) days of eight (8) consecutive hours per day. Monday 7:00 a.m. – Friday 3:00 p.m. This shall include operations, one WPC Operator, one Crew Leader, one Bldg/Grounds Maintr., Maintenance Crew, one WPC Mech. Crew Leader, one WPC Mechanic., one Electrician, two WPC Maintr. I, Pump Station Crew, one WPC Mechanic – Station, one WPC Maintainer II and one Lab Tech. whose regularly scheduled hours shall be 7:00 a.m. – 3:00 p.m. with the exception of one WPC/Op. Pressman and one WPC Opr. whose regularly scheduled hours shall be 6:30 a.m. to 2:30 p.m.

(2) Shift No. 2 – Forty (40) hours in five (5) days of eight (8) consecutive hours per day. Monday 3:00 p.m. – Friday 11:00 p.m., One Lead Operator.

(3) Shift No. 3 – Forty (40) hours in five (5) days of eight (8) consecutive hours per day. Sunday 11:00 p.m. – Friday 7:00 a.m., One Lead Operator. Third shift employees will be paid straight time rates for time worked on Sundays or Holidays between the hours designated for the beginning of the shift and 12:00 midnight.

(4) The above staffing on all three shifts does not create a minimum manning level.

(5) Each shift shall have a paid meal period of thirty (30) minutes.

(6) The hours of work for the Water Pollution Control Division will be in accordance with the schedule as stated in Section 3.2, E, (1) through (3) of Article 3. If, in the opinion of the Town or the Association, this schedule is considered to be unsatisfactory, the parties will renegotiate this section.

F. Park Division – Boothe Park, year round: 7:00 a.m. to 3:00 p.m. – eight (8) hours. If, in the opinion of the Town or the Association, this schedule is considered to be unsatisfactory, the parties will renegotiate this Section.

G. Sanitation Division – Collection – Refuse Collection – starting time to completion of route, eight (8) hours pay. Refuse shall normally be collected five (5) days per week, Monday through Friday. In the event that New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas fall during such work days, the Sanitation Division personnel's fifth (5<sup>th</sup>) day shall be worked the succeeding Saturday. In the event that Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, Veteran's Day or the Day after Thanksgiving falls during Monday through Friday, the Sanitation Division personnel's fifth (5<sup>th</sup>) day shall be worked on these holidays and the employee shall be paid at the rate of time and one half (1 ½) their regular hourly rate. In the event that the Director of Public Works determines that collection cannot be made during such weekdays, the succeeding Saturday shall be a regular fifth (5<sup>th</sup>) workday and the collectors shall be paid at straight time rates, provided that if on a weekday on which the Director determined that collections cannot be made, said collectors are properly assigned to other work, any such collector so assigned shall be paid at time and one half his regular hourly rate for hours worked on the succeeding Saturday.

(1) At the discretion of the Superintendent of Sanitation, truck helpers will be assigned to school runs on bad winter days. In addition, if sanitation collections are cancelled after collections are begun, sanitation crews will be assigned to work within the department during the day collections are cancelled.

(2) Refuse collectors shall, according to seniority, be given an opportunity to select a collection route as it becomes vacant in lieu of the route they currently have. The parties agree that collectors cannot bid for collection routes under this section more than once a year.

(3) For as long as the hours of the IPC allow, the Recycling Driver Collectors will work the same Holiday schedule for the same compensation as the Refuse Collectors.

H. Effective September 13, 2019, the Town can create 3 additional positions for a Plumber, HVAC Technician and Maintenance/Repairman. They will perform duties as described in their respective job description. Upon activation, each of the 3 additional positions will be posted as required by the current collective bargaining agreement. If no one bids for any of the additional created positions, they will be filled externally. The Carpenter/Cabinet Maker position will be posted internally in the Public Building Maintenance Division only. If no one from that Division bids for the position, the job will be posted after July 1, 2020 due to budget restrictions. Work hours for the second shift will be Monday through Friday, 12PM (noon) to 8PM in the Public Building Maintenance Division.

Section 3.3 Except as otherwise noted herein, a paid lunch period of thirty (30) minutes shall be granted to all department employees. As far as practicable, lunch periods will be taken from 12:00 noon to 12:30 p.m. During this time, crews will not be authorized to use Town vehicles except in emergencies.

Section 3.4 For the purpose of computing a regular scheduled work week, a Holiday shall be considered as one (1) day having been worked by the employee in accordance with Section 3.2 above. The same shall apply in computing overtime rates.

Section 3.5 All hourly employees shall be paid time and one half their straight time hourly rate for all hours worked in excess of eight (8) hours in any given work day except as noted otherwise in Article 3. Employees assigned to the Water Pollution Control Facility shall not be covered by this section but shall instead be paid time and one-half their straight time hourly rate (including shift differential, if any) for all hours worked in excess of their regular daily scheduled hours.

Section 3.6 All hourly employees shall be paid time and one half his hourly rate for all hours worked on Saturday and Sunday. Employees assigned to the Water Pollution Control Facility shall not receive premium pay under the provisions of this section for hours worked on Saturday and Sunday if such hours are regularly scheduled working hours under Section 3.2, E, (1), (2) & (3) above, provided that said employees shall be paid time and one half their straight time hourly rate (including shift differential, if any) for all hours worked on a regularly scheduled non-working day.

A. Each employee shall be entitled to the option of cash or compensatory time for overtime work based on the following:

(1) All such cash and comp time shall be at the rate of time and one-half except where the contract provides for double time, in which instances comp time shall be at the double time rate in lieu of money if so desired by the employee.

(2) Beginning December 1, 2018, the amount of such compensatory time shall be capped at one-hundred (100) hours cumulative in any calendar year, provided however, once an employee has reached the cap of one-hundred (100) hours and uses part or all of the accumulated hours, such employee shall not be permitted to accumulate any further comp time until the next calendar year.

(3) If such comp time has not been used by December 1 of each year, it shall be cashed out at the rate of time and one half.

(4) Comp time shall be scheduled per mutual agreement of employee and his superintendent and employees shall provide the Town with a minimum of twenty four (24) hours' notice prior to using comp time except in the case of emergency.

Section 3.7 As far as practicable, all emergency and scheduled overtime shall be distributed equally within classification and division among all eligible employees. At the beginning of each calendar year, on a seniority basis, each employee within classification and division shall be afforded the opportunity to work overtime and shall be charged with the time actually worked. Employees who refuse such overtime shall be charged with the time actually paid to the employee who worked the overtime assignment.

Equal distribution of overtime shall not apply for casual overtime which is a continuation of work performed during the normal workday; in this case, the person performing the work during the normal hours shall be entitled to the overtime until the job is completed.

Whenever Holiday, scheduled, or emergency overtime opportunities occur, it shall be first offered to the employee who normally performs the assignment. In the event that an employee is on vacation for one (1) day, or any part thereof then he will be allowed to work the overtime as long as he notifies his Superintendent or his designee in advance, that he will be available to work the overtime assignment. If the employee is out sick, he will not be allowed to work the overtime assignment.

The Director of Public Works will provide the Union with a monthly record of overtime worked and all time off granted.

A. This shall apply to Highway Division only:

(1) Whenever an employee is on vacation, he shall not be charged for the overtime.

(2) When an employee is on sick leave, he shall not be charged for the overtime.

a. If the employee is out sick the day the overtime is available, he will not be asked to work and he shall not be charged for the overtime.

(3) An employee who is working emergency and/or scheduled overtime and goes home early shall be charged for the average overtime that is worked by the other employees on that particular day.

(4) If an employee is not home, or he cannot be contacted, or talked to personally, he shall not be charged for the overtime, except for the hours 11:00 p.m. to 6:00 a.m.

(5) If an employee is scheduled to work emergency and/or scheduled overtime, and he does not show up for the overtime, he shall be charged with the average amount of overtime worked on that particular day.

(6) When an employee permanently changes classification or is a new employee and becomes eligible for overtime, he shall be charged the average amount of overtime within his classification, even if he comes into the classification, with either more or less overtime than the average amount within the classification.

(7) Casual overtime shall not be charged towards an employee's emergency and/or scheduled overtime.

a. If an employee is asked to work casual overtime, (continuation of his daily duties at either end of his shift) and he refuses, he shall not be charged. Other employees being asked to work the refused continuation assignment shall be charged according to the overtime provisions for emergency or scheduled overtime.

(8) When an employee wishes not to be called for a particular program, he shall be charged with the estimated average overtime for the program. Such estimate shall be adjusted to a true average at the completion of the program.

(9) This Section refers to Highway Division employees only, but is an attempt at making this division consistent with other Public Works divisions as far as overtime is concerned.

a. There will be only one list to keep track of overtime.

b. Seniority will be consistent with contract language.

c. Overtime will be distributed as equally as possible per Section 3.7 of the collective bargaining agreement.

d. The averaging of overtime will be done on a calendar year basis, January 1<sup>st</sup> to December 31<sup>st</sup>.

e. Stand-by persons will be responsible for calling a member or members with the less amount of overtime within classification. Example: After employees are called to work and the job completed, the stand-by person will add the amount of overtime worked to the total hours on his sheet, then on any future call the employee with the lowest overtime in the needed classification will be called.

f. All refusals of overtime will be charged as in the past.

g. A representative of the Highway employees, will work with the Superintendent or his designee in maintaining the list of overtime amounts.

h. Should Local 134 or the Town be dissatisfied with the results of the above mentioned nine (9) items either may ask for renegotiations at the other parties' earliest convenience.

(10) If an employee is not satisfied that he was afforded the opportunity to work overtime then he may seek relief through the grievance procedure outlined in the Contract.

#### Section 3.8 Time Clock for Hourly Employees.

A. All hourly employees shall ring in at the start of their shift. The same regulation shall apply for overtime.

B. A fifteen (15) minute wash-up period shall be allowed at the end of each shift.

C. Time shall be kept to the nearest one-tenth (1/10) of an hour.

D. Employees shall not be paid overtime without authorization.

E. In computing emergency overtime pay, the hours will be the difference between ring in and ring out times plus thirty (30) minutes.

F. Employees of the Collection Section of the Sanitation Division shall ring in and out for all work beyond their normal collection route.

G. The Director of Public Works shall have the right to amend the rules concerning ring in and ring out as long as the rules are applied consistently throughout the Division.

H. An employee ringing a card other than his own will be subject to disciplinary action.

I. It is understood and agreed that this Section does not apply to employees of the Engineering Division.

Section 3.9 In the event of an emergency (including snow removal), all employees who are called to work shall be paid a minimum of four (4) hours on overtime basis regardless of the minimum hours actually worked during such emergency.

Section 3.10 Employees shall not be penalized for refusal to work casual or scheduled overtime.

Section 3.11 The overtime rate for salaried employees covered by this Agreement shall be the same as hourly employees.

Section 3.12 Meals - When working on an overtime basis, the employee will be allowed a reasonable time for meals between the hours of 11:00 and 1:00 and 6:00 to 9:00 without loss of pay.

Section 3.13 Regular paydays shall be Friday of each week. Employees not regularly scheduled to work on Fridays shall have their regular paydays on Thursdays. Paychecks will be distributed on Thursday afternoons to all #134 employees in Public Works. Employees will not be allowed release time to cash checks on Fridays. Every effort will be made to distribute checks on Thursday, however, Friday is still the contractual day for check distribution in the event that an unforeseen problem prohibits Thursday distribution.

Section 3.14 Paychecks will be personally delivered to each employee by the Superintendent, Assistant Superintendent, or Foreman.

Section 3.15 Highway Department Crew Leaders, or qualified individuals in grades 8 and 9 from the overtime list if such Highway Department Crew Leaders are not available will be assigned weekend standby duty on a rotating basis. For each day of weekend standby duty, including holidays, an employee shall be paid three (3) hours of overtime whether calls are received or not. In the event a standby crew leader has to call in personnel for assistance, said crew leader shall receive, in addition to standby pay, the appropriate overtime pay as set forth elsewhere this Agreement.

#### ARTICLE 4 – WAGES

Section 4.1 All employees shall be eligible for rate increases in accordance with the Approved Wage and Salary Pay Plan, which Plan shall be the Plan presently in effect. Increases shall be granted at the end of the first six (6) months of service and on April 1<sup>st</sup> of each year thereafter until the maximum in effect is reached.

#### Section 4.2

- A. Effective and retroactive to July 1, 2017, the wage schedule then in effect shall be increased by 2.75%.
- B. Effective July 1, 2018, the wage schedule then in effect shall be increased by 2.5%.
- C. Effective July 1, 2019, the wage schedule then in effect shall be increased by 2.5%.
- D. Effective July 1, 2020, the wage schedule then in effect shall be increased by 2.5%.
- E. Effective July 1, 2021, the wage schedule in effect shall be increased by 2.35%.
- F. Effective July 1, 2022, the wage schedule in effect shall be increased by 2.35%.
- G. A shift differential of one dollar (\$1.00) per hour shall be paid to all those employees who work a second shift and an additional ten cents (\$.10) per hour shall be paid to all those employees who work a third shift. For the purpose of this Section, a second shift is defined as a shift on which the majority of regularly scheduled hours fall within the period from 4:00 PM to 12:00 Midnight and a third shift is defined as a shift on which the majority or regularly scheduled hours fall within the period from 12:00 Midnight to 8:00 a.m.



## ARTICLE 5 – INSURANCE

Section 5.1 The Municipality agrees to provide all employees and their dependents covered under this Agreement with a basic dental plan as outlined in Appendix C, a buy-up CIGNA dental plan as outlined in Appendix C-1, and one or more buy-up Town Dental Riders A, B, C and D as outlined in Appendix B, attached hereto.

- A. Effective the first pay date following July 1, 2017, employees shall contribute thirteen percent (13%) per week through payroll deductions toward the premium cost of the plans outlined in Appendix C, C-1 and B.
- B. Effective the first pay date following July 1, 2018, employees shall contribute thirteen percent (13%) per week through payroll deductions toward the premium cost of the plans outlined in Appendix C, C-1 and B.
- C. Effective the first pay date following July 1, 2019, employees shall contribute fourteen percent (14%) per week through payroll deductions toward the premium cost of the plans outlined in Appendix C, C-1 and B.
- D. Effective the first pay date following July 1, 2020, employees shall contribute fifteen percent (15%) per week through payroll deductions toward the premium cost of the plans outlined in Appendix C, C-1 and B.
- E. Effective the first pay date following July 1, 2021, employees shall contribute fifteen percent (15%) per week through payroll deductions toward the premium cost of the plans outlined in Appendix C, C-1, and B.
- F. Effective the first pay date following July 1, 2022, employees shall contribute sixteen percent (16%) per week through payroll deductions toward the premium cost of the plans outlined in Appendix C, C-1, and B.
- G. Employees may enroll in an IRS Section 125 Plan that shall make these deductions available through pre-tax dollars.

Section 5.2 The Municipality will provide all employees and their dependents with the High Deductible Health Plan (HDHP) as outlined in Appendix E (where all Rx costs apply towards the deductible) and will establish a Health Savings Account (HSA) for all employees who participate in the HDHP.

- A. Effective the first pay date following July 1, 2017, employees shall contribute thirteen percent (13%) per week through payroll deductions toward the premium cost of the HDHP outlined in Appendix E.
- B. Effective the first pay date following July 1, 2018, employees shall contribute thirteen percent (13%) per week through payroll deductions toward the

premium cost of the HDHP outlined in Appendix E.

- C. Effective the first pay date following July 1, 2019, employees shall contribute fourteen percent (14%) per week through payroll deductions toward the premium cost of the HDHP outlined in Appendix E.
- D. Effective the first pay date following July 1, 2020, employees shall contribute fifteen percent (15%) per week through payroll deductions toward the premium cost of the HDHP outlined in Appendix E.
- E. Effective the first pay date following July 1, 2021, employees shall contribute fifteen percent (15%) per week through payroll deductions toward the premium cost of the HDHP outlined in Appendix E.
- F. Effective the first pay date following July 1, 2022, employees shall contribute sixteen percent (16%) per week through payroll deductions toward the premium cost of the HDHP outlined in Appendix E.
- G. Employees may enroll in an IRS Section 125 Plan that shall make these deductions available through pre-tax dollars.
- H. The Municipality will contribute fifty percent (50%) of the HDHP deductible for all employees covered by the HDHP (\$1,000 for single, \$2,000 for employee plus one and family) by directly depositing the funds into each employee's HSA. The Municipality shall fund their 50% contribution of the deductible in two equal payments, the first half (25%) in July and the second half (25%) in January. After the contract dated July 1, 2017 - June 30, 2023 expires and until the successor contract becomes operative, the Municipality will in each year (beginning year July 1, 2023 and each year thereafter) continue to contribute 50% of the HDHP deductible for all employees covered by the HDHP with the Municipality funding their contribution in two equal payments, the first half (25%) in July and the second half (25%) in January.

Section 5.3 Employees shall each be provided cost free with a forty-five thousand dollar (\$45,000) life insurance policy with a double indemnity clause in the case of accidental death.

Section 5.4 For employees electing the buy-up CIGNA dental plan outlined in Appendix C-1 and/or one or more of the buy-up Town Dental Riders A, B, C and D as outlined in Appendix B, the Town shall remit monthly to the plan(s) an amount up to, but not to exceed, that which the Town pays for the basic dental plan outlined in Appendix C. If the premium(s) for the buy-up CIGNA dental plan outlined in Appendix C-1 and/or the buy-up Town Dental Riders A, B, C and D as outlined in Appendix B is(are) greater than the amount the Town would have paid had the employee not elected the buy-up CIGNA

dental plan outlined in Appendix C-1 and/or the buy-up Town Dental Riders A, B, C and D as outlined in Appendix B, then the Town agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for the remainder of the buy-up CIGNA dental plan outlined in Appendix C-1 and/or the buy-up Town Dental Riders A, B, C and D as outlined in Appendix B. Provision of written authorization to make the deduction of such additional amounts shall be a prerequisite to an employee's effective election of the buy-up CIGNA dental plan outlined in Appendix C-1 and/or one or more of the buy-up Town Dental Riders A, B, C and D as outlined in Appendix B.

The Union reserves the right to advise members of the bargaining unit not to join such a plan. In addition, any employee who no longer wishes to be covered by such CIGNA Dental Plans shall have the right to regain full coverage under the dental insurance benefits as set forth in Section 5.1 of this Article as soon as possible.

Section 5.5. The Town shall make partial payments for Health Insurance for retired employees in accordance with the following schedule:

A. Effective within sixty (60) days following the signing of the Agreement, dated 7/1/85 to 6/30/87, the Town will pay 50% per month towards the cost of the Health Insurance for dependents, through age 64. The above payments will apply only toward the purchase of Blue Cross, Blue Shield, Prescription Drug Rider and Major Medical insurance applicable to active employees and enrolled dependents until age 65. These payments shall be applied as an offset against insurance payments made by Pension deductions or in the case of an annuitant, by direct reimbursement, to the Town, at least one month in advance.

B. Effective within sixty (60) days following the signing of the Agreement, dated 7/1/85 to 6/30/87, the Town will pay 100% of the premium for an employee (only) who retires between the effective date and June 30, 1986, through age 64. Effective July 1, 1986, the Town will pay 75% of the premium for employees (only) who retire after the effective date, through age 64. And 50% of said premium for dependents.

C. Effective on the signing of this Agreement (1987-1990) employees who retire after the effective date, the Town will pay 100% of the premium for the employee through age 64, and 50% of the premium for dependents.

D. The practice of paying 50% for dependents, as specified in Subsection A, B and C remains unchanged. Also the insurance coverage listed in Subsection A, specifically (Blue Cross/Blue Shield, Prescription Drug Rider and Major Medical) are the only insurances that apply in Subsection A, B and C.

E. Effective within sixty (60) days following the signing of the Agreement dated 7/1/85 to 6/30/87, the Town will pay a stipend of \$15 per month to offset the cost of Medicare Supplement A & B under Blue Cross/Blue Shield for employees who retire after the effective date and \$30 if their spouse is also enrolled under the same plan.

F. Effective on the signing of this Agreement (1987-1990), the Town will pay 100% of the premium for an employee who retires after the effective date and 50% of the premium for dependents for Medicare Supplement A (BC High Option) Medicare Supplement B (BS 65 Plan 81) and Major Medical 65.

G. Effective within sixty (60) days following the Agreement, the Town will provide a term Life Insurance of \$5,000 to employees who retire after the effective date and who have not obtained age 65. Said term insurance will terminate at the time the pensioner attains age 65.

Employees who retire on or after July 1, 1985, and who wish to drop the health insurance available through the Town may re-enroll in the insurance plan available, at a later date, provided they submit evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers.

For the purpose of this section, retirement shall be defined as retirement under the Pension Plan of the Town of Stratford or an annuitant with ten years of continuous service.

Section 5.6 Nothing in this Agreement shall be construed to prohibit the Town from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Association will be notified and consulted regarding any proposed change of insurance carrier not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the arbitration level, prior to implementation of any such change. In any event, changes in any carrier for specific type of coverage will be made not more than once in any two-year period.

Section 5.7 All active employees shall receive up to \$200.00 reimbursement for expenses actually incurred and unreimbursed under existing insurance for his/her eye examination, lenses and/or frames: once every two (2) years. An employee who elects to receive safety glasses under the current Town policy of providing such prescription eyeglasses shall not be eligible for coverage under this Section.

#### ARTICLE 6 – SICK LEAVE

Section 6.1 Employees hired after January 1, 1989 and prior to the implementation of the July 1, 2003 – June 30, 2007 collective bargaining agreement, shall earn sick leave benefits at the rate of one (1) day per month for the first five (5) years of service, and shall be allowed to accumulate said days to a maximum of sixty (60) days. At the end of this five (5) year period, employees shall be entitled to the sick leave benefit described in Section 6.2 of this Article and any unused sick leave earned during the first five (5) years of employment shall be void.

Section 6.2 The sick leave ordinance, formerly sections 25-7 through 25-20 of the Stratford Code, has been repealed; however, except as provided for in 6.1 above, employees hired after January 1, 1989 and prior to the implementation of the July 1, 2003 – June 30, 2007 collective bargaining agreement shall continue to receive the same sick leave benefits that were provided for in the repealed ordinance. Those sick leave benefits are set forth in Appendix D. Employees hired after implementation of the July 1, 2003 – June 30, 2007 collective bargaining agreement shall earn paid sick leave benefits at the rate of one and one quarter (1 ¼) days for each month of active service and shall be allowed to accumulate said sick leave days up to a maximum of ninety (90) days. Employees who are eligible for retirement and retire pursuant to the Town of Stratford Retirement Plan shall be paid for one-half of their accumulated, unused sick leave time at their then current rate of pay up to a maximum of forty (40) days. Such payment shall not be included in calculated pension benefits. For purposes of an illness of a member of the employee's household, employees shall be entitled to three (3) days in the aggregate per year per immediate household member (spouse and children).

Section 6.3 Effective upon the signing of this Agreement, the following shall be implemented:

A. As a guide, the Town will consider as abuse any short-term sick leave absence of seven (7) days or less for sickness or injury that represents a pattern of abuse or any other pattern of abuse without regard to the quantity of days used, for example, an employee who reports sick mostly when he is scheduled to work the day shift, or the night shift, or weekends, the day or night shift before or after his regularly scheduled shift or the day or night before or after a holiday, or any type of pattern that can be conceived. Should the Town believe that the employee has established a pattern of taking sick leave, it shall notify the employee and the Union representative that it wishes to meet concerning that matter.

(1) Should the Town believe that following such meeting, the employee's alleged abuse continues, it may discipline the employee and such discipline shall be subject to the provisions of Article 21 of the Agreement.

B. The sick leave and non-service connected injury record shall be given equal weight with any medical evidence offered by either party should the matter of the employee discipline become the subject of a grievance.

C. Under no conditions shall an employee receiving sick leave pay from the Town of Stratford undertake a job other than the job he holds with the Town of Stratford.

Section 6.4 Each individual employee agrees that the sick leave privileges granted herein shall not be abused. The Union agrees on behalf of itself and all employees to encourage that sick leave be utilized only when absolutely necessary. The Town and the Union agree to the formation of a joint committee within thirty (30) days after the signing of this Agreement. The joint committee, composed of three (3) union representatives and three (3) Town representatives shall function only as follows: The

committee shall meet quarterly or more frequently, if needed, to review the attendance records of employees.

A. When the Town representatives present to the Union representatives a complaint alleging that a specific employee is abusing the sick leave provisions of this Agreement, the full committee shall review the complaint to discuss such a case. In cases where the Union is convinced that an employee is abusing sick leave provisions of the Agreement, the Union representatives will make every attempt to discourage such employee from further abusing said contractual provisions.

B. Should there be a dispute concerning disciplinary action taken for sick leave abuse, said dispute shall be handled through Step 2.B of Section 17.3, Article 17, Grievance Procedure and Arbitration. If such grievance is not resolved to the satisfaction of the Union, by the Mayor, or his/her designated representative, within five (5) days after such meeting, the Union may, within ten (10) days thereafter submit the matter to the American Arbitration Association.

Section 6.5 When it is required of the employee to have a physician's form completed, the attached form, Appendix A, shall be the form completed.

Section 6.6 A medical certificate must be obtained if an employee is absent for three (3) consecutive days. The employee must be seen by a doctor by the third (3<sup>rd</sup>) day and deliver, or cause to be delivered a medical certificate to his supervisor.

A. A medical certificate must also be obtained by an employee who is absent the regular workday following overtime work. If the practice of going on sick leave the regular work day following overtime work becomes habitual, such absence can be construed as sick leave abuse. Failure to comply with the above time limits may result in the employee not receiving sick leave pay.

Section 6.7 When an employee has been absent due to sick leave on a Friday, the Town shall not call such employee back to work before the start of his regular shift on Monday.

Section 6.8 Employees who maintain perfect attendance during the first quarter of the calendar year, or any quarter of the calendar year, shall earn a day off, with pay, for each quarter. Employees who earn all four (4) days shall receive a bonus one (1) day of paid leave. Leave for perfect attendance shall be used in the same manner as vacation leave including that employees shall provide the Town with a minimum of twenty four (24) hours' notice prior to taking leave except in the case of emergency. Any unused leave may be carried over to the following year, at which point it shall be cashed out on the second pay period of December. Perfect attendance shall be broken by any use of sick leave, injury leave (workers compensation) or unpaid leaves of absence.

Section 6.9 Effective January 1, 1992, and each year thereafter, as part of an incentive to reduce absenteeism, each employee shall start the calendar year with a credit

of five (5) days extra vacation. All recorded tardiness, sick leave, injury leave, maternity leave, paid or unpaid leave/leave of absence (except bereavement leave) which occurs in the calendar year, shall be deducted from the five (5) days extra vacation based on the following schedule:

As defined above:

8 hours or less lost time	=	5 days extra vacation credited to the following year
16 hours	=	4 days extra credited to the following year
24 hours	=	3 days extra vacation etc.
32 hours	=	2 days extra vacation etc.
40 hours	=	1 day extra vacation etc.
Over 40 hours	=	No extra vacation credited to the following year

The extra vacation credits must be taken no later than November 30<sup>th</sup> of the calendar year following their accrual and employees shall no longer be required to provide the Town with a minimum of twenty-four (24) hours' notice prior to taking leave. Any unused extra vacation credits as of December 1<sup>st</sup> shall be cashed out.

Section 6.10 When an employee has been absent for seven (7) days, the supervisor shall be required to meet with the employee and a Union representative to discuss the employee's attendance.

Section 6.11 Supervisor shall be held responsible for monitoring sick leave of employees under their direction in order to detect sick leave abuse.

Section 6.12 In the event that the employees individual physician and the Town doctor disagree on the nature of an employee's illness and/or his physical fitness to perform his job, the two physicians shall decide on a physician to render a third opinion which shall be binding on the parties.

Section 6.13 Light Duty – For an employee who is injured or physically ill and unable to do his regular job. The employee is to be treated as follows: The Town will attempt to find a work assignment on a temporary basis that employee is physically capable of doing with his doctor's approval. Barring this, the employee would be on paid sick leave or workers compensation, to the extent he is entitled to such benefit.

Section 6.14 In the event that a new employee hired after the date of the contract signing has an extended illness, he shall be provided (if available) with group coverage under a temporary disability insurance plan to be provided by the Town with the monthly total cost to be deducted from the employees earnings.

Section 6.15 Death of Member of Immediate Family— Any absence of a Town employee from regularly scheduled work due to the death of any member of his immediate family shall be allowed for three days upon satisfactory proof submitted to his Department Head. The Mayor may grant, at his/her discretion, additional time for death in a family.

Employee – Any person employed full-time by the Town, whether it be an Officer thereof or otherwise, and shall include the Mayor, all Department Heads and their subordinates and all Directors of Departments and their subordinates, except, those persons employed by or under the control of the Board of Education.

Immediate Family – Husband, wife, grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, grandchildren, nieces or nephews and effective September 13, 2019, spouse's grandmother and grandfather.

Immediate Household – Husband, wife, and children. Consideration of any other relative is at the discretion of the Mayor.

## ARTICLE 7 – TRANSFERS

### Section 7.1

A. Effective September 13, 2019, an employee acting to a higher rated job shall receive the rate of pay for the temporary acting position at the same rate of pay as the person who holds the position permanently. In any event, any man acting shall not receive lower than his present job rate. The person acting may remain in that position for as long as needed.

B. Effective September 13, 2019, an employee transferred permanently to a higher rated job shall receive the rate of pay for the job to which he is transferred which shall be his current rate of pay or the minimum rate for the job, whichever is greater, plus an increment and shall qualify to progress according to the progression schedule for the job and grade. As far as practicable, seniority will have top priority on all temporary assignments within classifications and divisions.

C. An employee in Pay Grade 2 may transfer from one division to another provided he has completed his probationary period as a new hire. Such transfer may not be made more than once.

Section 7.2 Employees shall not be temporarily assigned to jobs and/or divisions, other than their own, for a period in excess of thirty (30) days beyond the day that the position temporarily assigned to becomes vacant and it shall be posted thereafter. Employees shall not be temporarily assigned to jobs and/or divisions, other than their own, during period of layoffs except in the case of temporary layoffs. This section will not be used to circumvent the promotional procedure.

Section 7.3 No employee shall be entitled to hold two (2) or more temporary assignments at one time.

Section 7.4 Temporary employees shall not be represented by the Association and are excluded from provisions of this Agreement.



Section 7.5 Nothing in this Article shall change the present operators of seasonal equipment (skid paving, roller and the beach cleaner). In the event that it is necessary to have backup men on this equipment, they shall be chosen as outlined in Article 8. Future operators will be chosen in the normal manner.

Section 7.6 Article 7, Section 7.2 and 7.3 shall not apply to employees working under:

A. Employees assigned to the Water Pollution Control Facility Plant shall call in one (1) hour prior to the beginning of their scheduled shift if they are not going to be present when such shift begins. Employees assigned to other divisions shall call in no later than fifteen (15) minutes following the start of their shift if they are not going to be present. Except in situations considered as extreme or unusual, failure to call in may cause such absence to be considered as unauthorized.

B. When an employee is absent, his job may be temporarily assigned to a qualified backup employee assigned to the same shift.

C. An employee temporarily assigned in accordance with Subsection B shall be paid in accordance with Subsection B for one half of the scheduled shift unless said employee is assigned for more than one half of the shift in which event he will be so paid for the entire shift. This subsection shall not apply to employees temporarily assigned as backup during lunch hours, coffee breaks, and other such breaks during the workday or during absences for Association business. Employees temporarily assigned in accordance with subsection B shall not be relieved of such assignment during a shift and transferred elsewhere merely to avoid the payment requirements of this subsection.

D. When an employee is absent and there is no qualified backup employee assigned to the same shift to whom the job may be assigned the job shall be covered in accordance with the following procedure if the Town determines that said job must be covered for the shift in question:

(1) An opportunity to cover the job for one half of the shift shall be offered to a qualified employee, by seniority within the classification assigned to the preceding shift and to a qualified employee, by seniority with classification, assigned to the succeeding shift.

(2) If the above offers are not accepted by qualified employees assigned to either the preceding or the succeeding shift, an opportunity to cover the job for the entire shift shall be offered to the qualified employee willing to accept such offer.

(3) If no qualified employees are available and willing to accept the above offers, the Town may cover the job as set forth elsewhere in this Agreement. Overtime opportunities shall be offered to the occupant of the next higher rated position, assuming that this individual is qualified to perform the functions of the job in question. It is

understood that if an employee of a lower rated position has been "circled" in accordance with the collective bargaining agreement to temporarily perform a job assignment, then he shall be entitled to overtime which represents continuation of the duties he performed during the normal work day.

(4) This subsection shall not be construed as relieving employees of their duty to accept assignment to emergency overtime in accordance with present practice nor shall it be construed so as to modify present practice regarding backup coverage during vacation periods, extended sick leave, or other long term absences provided there are no qualified members of the bargaining unit assigned to the absentee's shift to fill-in during such absences. In addition, no employee may act as a backup employee for more than one classification during any one week. Backup employees for those working the third shift shall be provided for by holding over such employees as are required from the 2<sup>nd</sup> shift and, in addition, calling in such employees from the 1<sup>st</sup> shift four hours earlier than their regular starting time.

#### ARTICLE 8 – TRAINING PROGRAM

Section 8.1 A training program will be instituted by the Town when it is necessary to train people for anticipated vacancies of those positions that it is necessary to have backup or replacement personnel. The training format will vary according to the separate divisions of personnel. The training program will be discussed with the Association before any institution of such program. In addition, a standing training committee shall be created and such committee shall be composed of the same Union and Town representatives who are members of the job description study committee. The function of the standing training committee shall be as follows: When no member of the bargaining unit successfully bids for a vacant job within the bargaining unit from Pay Grade 2 through Pay Grade 8 except Mason, Painter, Highway Maintainer V, Mech II and WPC Lead Opr., the standing training committee shall meet to establish a training program for such vacant job.

Section 8.2 The above will not preclude the Town from using outside training resources provided, however, that any employee may be requested to attend such training on his own time without any additional compensation. This shall not be construed as meaning that the Town may require an employee to attend such outside training on his own time.

Section 8.3 Training programs shall be filled by unit members only. If a vacancy occurs in any position between Pay Grade 2 and Pay Grade 8 except Mason, Painter, Hwy Maint. V, Mech II and WPC Lead Opr., the position will be posted under Article 10, Seniority. If no one bids or is qualified, a training program shall be initiated for the position. When a training program vacancy exists, the job shall be posted for a period of seven (7) calendar days within the division. At the end of this period, the employee with the most seniority meeting the minimum qualifications shall be deemed the successful candidate for the new position. During his period of training, said successful candidate shall be paid

at a regular hourly rate no less than the rate at which he was paid when said training commenced.

Section 8.4 In the event that no one bids or no one meets the minimum qualifications, the new job or opening shall, within four (4) days, be posted on all division bulletin boards for five (5) days and the procedure outlined above shall be followed. If after posting in all divisions, no one bids or no one meets the minimum qualifications, the position shall be filled open competitively.

Section 8.5 If the man is qualified at the completion of the training program, he shall be so notified in writing. In the case of training for an anticipated vacancy, the employees will be eligible for promotion without regard to seniority for a period of one (1) year after completion of training.

### ARTICLE 9 – HOLIDAYS

Section 9.1 The following holidays shall be recognized as paid holidays for all bargaining unit members:

New Years Day	Labor Day
Martin Luther King	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

A. When one of the following foregoing holidays falls on a Sunday, the following Monday shall be observed and recognized as the holiday. When one of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed and recognized as the holiday.

B. When a recognized paid holiday is observed on a day when an employee is not regularly scheduled to work, said employee shall receive eight (8) hours pay at his base hourly rate as Holiday Pay for said day.

Section 9.2 Compensation for hours worked on a holiday.

A. For all holidays designated above, employees recognized in this Agreement shall be compensated at double their straight time hourly rate.

B. The above compensation shall be in addition to the employee's regular holiday pay.

Section 9.3 The current practice of awarding Holiday Credit to employees that are out on sick time or workers compensation time is discontinued.

Section 9.4 The Director of Public Works shall determine the number of persons in each classification and in each division required to form a skeleton crew on the day after Thanksgiving. Personnel for the skeleton crew may volunteer, on a seniority basis, or they will be selected by reverse seniority. Those persons forming the skeleton crew will work at two (2) times their normal straight time rate and will be entitled to a holiday at their convenience on which day the rules of Section 9.2 above shall apply.

## ARTICLE 10 – SENIORITY

Section 10.1 All new employees shall be regarded as probationary employees during the first twelve (12) months of their employment by the Municipality, however, sick leave during his first year of employment will be subject to a review. A probationary employee shall have no seniority rights and his retention as an employee is entirely within the discretion of the Municipality.

### Section 10.2

A. All new jobs or openings shall be posted for a period of five (5) working days on all departmental bulletin boards in all divisions relative to such openings or new jobs and the employees may bid for such openings or new jobs. The senior employee within the division meeting the minimum qualifications of the new job shall be deemed the successful bidder. In cases of those employees bidding who have documented disciplinary records of attendance problems and/or problems with past performance on the job, such factors relating to attendance and/or past performance shall also be considered by the Town in filling jobs, in accordance with the limitations as specified in Section 21.5. Within five (5) full working days after the full posting requirements for a job opening have been met by the Municipality, the Municipality shall render its decision on the successful bidder. For the purpose of this section, the Highway and Garage Divisions of the Public Works Department shall have equal standing in the bidding process for open jobs.

Except in cases where employees possess appropriate state certification or have demonstrated their ability to perform the duties of the position to the satisfaction of the Director of Public Works or his designee, the Town shall conduct a test to determine whether an employee possesses the minimal skills required to perform the position before employee is selected to fill a job according to all the provisions of this Article. Such tests will be administered by the Director of Public Works or his designee. A Union representative designated by the Executive Board of the Union shall be present.

B. In the event that no one within the division bids or meets the factors specified in Section 10.2, A, above, the position shall be filled by the successful bidder from another division who meets the same factors specified in Section 10.2, A. If after following the above procedures, the positions remain unfilled, then the training program will be operable for positions between Pay Grade 2 and Pay Grade 8 except Mason,

Painter, Hwy Maint. V., Mech II and WPC Lead Opr., using the same factors specified in Section 10.2, A, otherwise, the position shall be filled open competitively.

C. Disputes arising from the operation of either Section 10.2, A, or Section 10.2, B, shall be resolved through the American Arbitration Association.

D. Whenever there is an excess of personnel within a division and classification, as determined by the Municipality, employees shall be determined available for transfer or layoff based on seniority in accordance with the following:

(1) Employees, within the job classification to be reduced, with the least seniority shall be laid off first provided no opening exists for which he is qualified, as determined by HR and the Director of Public Works. Recall rights shall be in the reverse order of layoff. An employee who is laid off who does not bump into another bargaining unit position, shall retain his seniority status and right to recall for fifteen (15) months following the date of his layoff. Seniority shall continue to accrue during the period in which an employee has a right to recall. Laid off employees shall be placed on reemployment lists of all job classifications of which they are capable of filling and shall be reemployed according to seniority prior to the hire of new employees.

An employee who bumps into another bargaining unit position shall have recall rights for a period of four (4) years to the position from which he was laid off, except that employees who have bumped into other bargaining unit positions up to and including the date of execution of this Successor Agreement that expired on June 30, 1980 shall have five (5) years of recall rights to the position from which he was laid off.

(2) No regular full time employees within a classification shall be laid off until all temporary and part time employees have been laid off, it being understood that the retention of regular, full time employees is dependent upon their being able to perform work available.

(3) An employee who is to be laid off shall be permitted to exercise his seniority rights, in accordance with the following:

(a) Each employee will be notified of his/her being laid off by H.R. hand delivering written notification of the layoff as the first preference, by telephone notification (to the telephone numbers on record with the Town) as the second preference if hand delivery is not possible, or by other reasonable means of communication if neither hand delivery nor telephone notification is possible, but in the case of any method of notification other than hand delivery, the Town will in addition to any other method of notification send written notification to the employee's home address (on record with the Town) by certified mail, return receipt requested. The notification shall include a date and time for each employee to meet with H.R. and the Director of Public Works (as more particularly described in subsection (b) to discuss his/her bumping rights and opportunities. The bumping rights meetings may be held by telephone due to employee scheduling issues. Absent a documented emergency or other excused absence, an employee's failure to

attend the bumping rights meeting, either in person or by telephone, will result in the employee losing his/her bumping rights and being laid off pursuant to the layoff notice.

(b) The meetings to discuss employee bumping rights and opportunities will begin on the eighth calendar day after H.R. has delivered all layoff notices to those employees being laid off. The meetings shall be scheduled in descending order of seniority among those employees being laid off (i.e., the most senior employee will have the first meeting and the least senior employee will have the last meeting). Unless extended by H.R. in writing, all meetings to discuss bumping rights will be completed by the twelfth calendar day after H.R. has issued all layoff notices to those employees being laid off.

(c) At the bumping rights meetings, each laid off employee will: (i) discuss with H.R. and the Director of Public Works the positions into which he/she desires to bump into, (ii) be informed by H.R. and the Director of Public Works of the positions he/she is qualified for, and (iii) select the position into which he/she will bump. All employees who are affected by the bumping selections of the employees being laid off (i.e. the employees who are bumped out of their own positions) will have their own bumping rights meetings scheduled in descending order of seniority within 48 hours of the bumping rights meeting which resulted in their being bumped from their position.

If for any reason a laid off employee(s) did not attend a bumping rights meeting, but did not lose his/her bumping rights (out due to workers compensation, documented emergency or other excused absence), the employee(s) shall have his/her bumping rights meeting scheduled within 48 hours of returning to work. All employees who are effected by the bumping selection(s) of any such employee(s) (i.e., the employees who are bumped of their own positions) will have their own bumping rights meetings scheduled in descending order of seniority within 48 hours of the bumping rights meeting which resulted in their being bumped from their position.

(4) A recalled employee shall have a right to any open position of the same or lesser grade in the bargaining unit provided that he is presently qualified to perform the work. If a laid off employee refuses recall to the job from which he was laid off, he shall lose his recall rights. If there is no opening in the position from which he was laid off and he refuses any other position in the same or lesser grade, he shall not lose his recall rights. If he accepts a position that carries the same or lesser grade and an opening thereafter occurs in the position he formerly held, he shall have the right to fill the position he formerly held. No new employees shall be hired into a classification until all those on recall who are qualified to do the work of such classification have been recalled.

(5) Employees shall be given at least a forty-five (45) day notice that they are to be laid off.

(6) No employee shall be transferred outside the bargaining unit except with the employee's consent.

(7) The Town agrees that an employee who is transferred outside the bargaining unit shall not, in any event, be transferred back into the bargaining unit if such employee has been transferred outside the bargaining unit for more than one (1) year and one (1) day. If an employee is transferred outside the bargaining unit for a period not in excess of one (1) year and one (1) day, such employee may be transferred back into the bargaining unit and upon such transfer back, shall be credited with the seniority he held at the time he transferred out of the bargaining unit

(8) The seniority of an employee who is being transferred into the bargaining unit for the first time and who has never previously been a member of the bargaining unit shall commence with the date of transfer. The continuous service the employee has accrued elsewhere in Town employment shall continue in force to the extent that it shall entitle him to all fringe benefits granted as a result of seniority through continuous service.

(9) For purposes of layoff and recall only, all Union officers and stewards shall have the highest seniority in the bargaining unit, it being understood this Section shall apply to eleven (11) persons only. This super seniority clause of the agreement between the Stratford Public Works Association and the Town of Stratford, CT, which protects stewards as well as the Executive Board, means that these eleven (11) people cannot be bumped or laid off.

E. The successful bidder for any job shall be entitled to a reasonable trial period of not more than ninety (90) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonable satisfactory manner provided, however, that in cases where the Municipality and the Association mutually agree, such trial period shall not be mandatory. At the end of ninety (90) calendar days of trial, the employee shall be considered as transferred in accordance with the Provisions of the section except in cases where the Municipality and the Association may mutually agree to extend such trial period. If during the trial period, the Municipality removes the employees from such position for alleged lack of reasonable progress, the employee shall have the right to file a grievance in accordance with the Provisions of the Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

It is understood by the parties hereto that during the trial period, a biweekly progress report shall be made by the employee's supervisor, a copy of which shall be furnished to the Union and to the Director.

G Within thirty (30) days after the execution of the Agreement and, thereafter each year within thirty (30) days after the anniversary of the Agreement, the Municipality shall furnish the Association with a copy of the proposed seniority list containing a list of bargaining unit members their seniority date, job classifications and rates of pay, and the Association shall have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved

by all parties hereto, a permanent and up-to-date list shall be posted semi-annually and maintained on a bulletin board in all divisions for the benefit of all employees and all future seniority question shall be resolved in accordance therewith.

H. In the case of employees having the same date of hire, seniority shall be determined in the following manner alternating from year to year:

Last Name Beginning with the Letter	Calendar Year:
A through Z	Even Years (e.g., 1980)
Z through A	Odd Years (e.g., 1981)

## ARTICLE 11 – SAFETY AND CLOTHING

### Section 11.1 Safety

A. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

B. The joint safety committee shall consist of a minimum of three management and five bargaining unit members which shall meet on a regularly scheduled basis.

C. The Town agrees to make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees. The Town shall take appropriate action to correct any unsafe conditions.

### Section 11.2 Clothing

A.

1. The Town shall furnish all members with uniforms, including employees in the Engineering Department. For all personnel except those in the Engineering and Building Inspection Departments, uniforms consist of 11 sets of pants and shirts (combination of long sleeve/short sleeve) and 2 pieces of outerwear (e.g., 2 jackets or 2 vests or 1 jacket and 1 vest). For the Engineering and Building Inspection Departments, uniforms consist of 11 sets of khaki pants and polo style shirts. All shirts and outerwear provided by the Town will visibly and legibly display the Town logo and employee name tag.

2. Employees in the following departments will also receive 2 one-piece coveralls:

1. Building Maintenance Division
2. Park Division, Spray Equipment Operators
3. WPC Sewer Line Crew
4. Garage and Blacksmith Shop (welder)



3. Employees in the following departments will also receive 2 heavy duty one-piece coveralls:

1. Garage and Blacksmith Shop (welder)
2. WPC Sewer Line Crew
3. Parks Department
4. Building Maintenance Department

4. A set of rain gear shall be furnished to all employees and replaced on an as needed basis. Gloves shall be furnished to refuse collectors and replaced on an as needed basis. Helmets, eye and hearing protection shall be provided on an as needed basis and must be worn in hazardous areas.

B. On July 1 of each contract year, a \$325.00 account will be established by the Town at a uniform supplier for each employee upon which the employee can draw for work related items (up to two pairs of work boots per year, sweatshirts and t-shirts, etc.). All purchases must be made on each employee's own time.

It is further understood that in the case where an employee is laid off, retires, quits or is fired, his uniform account will be immediately closed. If the employee is laid off and is subsequently recalled for employment, the account allowance will be prorated with respect to the number of months remaining in the fiscal year. The above does not hold true for an employee who retires during the fiscal year. An employee coming off of his/her probation period will receive an allowance on a prorated basis with respect to the number of months remaining in the fiscal year. For the purposes of calculating the number of months under any circumstance the following will be used: any action occurring between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month will be treated as occurring on the first (1<sup>st</sup>) of the month while any action occurring between the sixteenth (16<sup>th</sup>) and the end of the month will be treated as occurring on the first (1<sup>st</sup>) day of the following month.

Section 11.2A and Section 11.2B will be subject to being reopened for negotiations 180 days prior to the expiration of the rental vendor's contract with the Town, but the parties stipulate that in the event of vendor related negotiations, the articles and uniform quantity, as provided for in Section 11.2A, and the annual clothing allowance, as provided for in Section 11.2B, shall be the minimum or floor Town requirements.

C. A uniform program is mutually agreed to as follows:

(1) When employees are on Town time, all outer clothing must visibly and legibly display the Town logo and the employee name tag. Employees may in the Town's discretion be disciplined for failure to comply with this requirement. Exceptions to this marking requirement are for shorts, pants, clothing for HAZMAT related jobs and clothing that does not have logos because of OSHA guidelines (e.g., high visibility clothing) if such high visibility clothing is required to perform the employee's job function. Additional

clothing purchased by employees through their uniform accounts is not required to have the Town logo on it as long as the employee complies with the above.

(2) Safety shoes and/or steel toed caps consistent with OSHA standards while a part of the uniform are not required to be replaced by the Town under OSHA requirements or pursuant to this Agreement. It is the employee's mandatory responsibility to have and wear same at all times while at work.

(3) All employees are responsible for returning all rental uniform items at the time of termination from employment or retirement, and for the replacement costs for uniforms that are damaged through non work-related use and are rendered unusable as determined by the rental vendor.

### Section 11.3 DOT Physicals

Effective July 1, 2020, the Town will reimburse the employee up to \$100 for a CDL Physical for all union employees that hold a CDL driver's license (or obtains a CDL during their employment with the Town). The employee(s) that have a CDL license are responsible for making their own appointments.

## ARTICLE 12 – VACATIONS

Section 12.1 The vacation period shall be the calendar year commencing January 1<sup>st</sup>.

Section 12.2 In each vacation period, each employee who has less than one (1) year of accumulated service as of December 31<sup>st</sup> of such vacation period shall receive one (1) day of vacation leave with pay for each month of service up to December 31<sup>st</sup> provided such vacation leave shall not exceed one (1) week. Each employee who has or will have completed one year of service but less than six (6) years of service as of December 31<sup>st</sup> of such vacation leave shall receive two (2) weeks of vacation leave with pay. Each employee who has or will have completed six (6) years of service but less than nine (9) years of service as of December 31<sup>st</sup> of such vacation period shall receive three weeks of vacation leave with pay. Thereafter, each employee who has or will have nine (9) years of service as of December 31<sup>st</sup> of such vacation period shall receive one (1) additional day of vacation leave with pay to a maximum of vacation leave with pay for four (4) weeks. Effective January 1, 1981, each employee who has or will have completed twenty-one (21) years of service as of December 31<sup>st</sup> of such vacation period shall receive twenty-one (21) days of vacation leave and shall receive an additional day of vacation leave per year under the same conditions to a maximum of five (5) weeks of vacation leave with pay per year.

Section 12.3 The Municipality shall post a list of employees within the division on each division bulletin board during the entire month of March for each employee to indicate his choice of vacation. The Municipality shall have the sole right to determine

the number of employees within each classification who can be on vacation at any given time; conflicts shall be settled based on seniority. Those employees not signing for vacation during the March posting shall take their vacation by giving two (2) weeks' notice for any week or weeks not scheduled and seniority shall prevail. Employees shall no longer need to provide the Municipality with a minimum of twenty four (24) hours' notice prior to taking leave and it is understood and agreed that any request for a single vacation day, on the day requested, shall be given due consideration by all supervisors of the Department of Public Works and that special consideration shall be given such requests if they are termed "emergent conditions" by the employee making such requests.

Section 12.4 All employees shall not be obliged to honor a callback to work while on vacation. If an employee accepts a callback, he shall receive, at his option, his vacation plus time and one-half or time and one-half pay, and his vacation at a later date.

Section 12.5 In the event that an employee is entitled to vacation leave at the time of his retirement, termination, or death, he or his widow, as the case may be, shall receive one (1) week's pay for each week of such unused vacation leave, and one (1) day's pay for each day of such unused vacation leave. In the event such an employee should die and he is not survived by a widow, such payment in lieu of unused vacation leave shall be paid to his estate.

Section 12.6 Each employee shall have the right to carry over a maximum of three (3) weeks of vacation leave due to him or any fraction thereof to the following calendar year; provided, however, the third (3<sup>rd</sup>) week shall not be used towards calculating the employee's pension benefits.

Section 12.7 In the event that an employee is on sick leave as the result of hospitalization during his vacation period, he shall be allowed the option of changing his vacation to sick leave providing his hospitalization is verified by a doctor on a prescribed Town form. (See Appendix A).

Section 12.8 All employees shall be granted four (4) Personal Days annually without loss of pay effective September 13, 2019.

### ARTICLE 13 – PENSIONS

Section 13.1 Effective January 1, 1999, the Town of Stratford Retirement Plan (Defined Benefit Retirement Plan), as revised that date, and Appendix A of that Plan as revised, will cover all bargaining unit members who were hired on or prior to September 13, 1999.

All bargaining unit members who are hired subsequent to September 13, 1999 will be required to participate in the Town of Stratford Defined Contribution Retirement Plan (401 (a)), in accordance with the provisions of that Plan and will not be eligible to

participate in the Town of Stratford Retirement Plan (Defined Benefit Retirement Plan) as revised January 1, 1999.

Section 13.2 Effective April 1, 1974, the Municipality shall provide all members of the bargaining unit with the hypertension or heart disease benefits mandated for municipal fire and police personnel under P.A. 524 under the same terms and conditions as set forth in said Public Act provided, however, that any new employee hired on or after November 1, 1978 shall not be eligible for hypertension or heart disease benefits; provided, however, there shall be a rebuttable presumption as to whether any such health condition or impairment arose out of or in the course of employment.

Section 13.3 The Town agrees that it will provide, to bargaining unit members, who are members of the Town's Defined Benefit Pension Plan or Defined Contribution Plan (401 a), updated copies of said plans as soon as possible following the approval of both plans by the Town and Union.

#### ARTICLE 14 – BULLETIN BOARDS

Section 14.1 The Municipality shall permit use of reasonable space on bulletin boards at mutually agreeable locations which may be used by the Association for posting notices.

#### ARTICLE 15 – LONGEVITY

Section 15.1 For each fiscal year, in addition to salary each employee shall receive a longevity payment in accordance with the following schedule:

YEARS OF SERVICE (as of 12/31)	LONGEVITY PAYMENT
Six Years	\$ 200
Seven Years	\$ 230
Eight Years	\$ 270
Nine Years	\$ 300
Ten Years	\$ 325
Eleven Years	\$ 350
Twelve Years	\$ 400
Thirteen Years	\$ 450
Fourteen Years	\$ 500
Fifteen Years	\$ 550
Sixteen Years	\$ 600
Seventeen Years	\$ 650
Eighteen Years	\$ 700
Nineteen Years	\$ 750
Twenty through Twenty-Four Years	\$ 800
Twenty-Five Years or more	\$ 850

Section 15.2 Longevity Payments shall be made on the first day of December each such fiscal year except that in the event an employee retires or dies before said pay day, he or his widow, as the case may be, shall receive his longevity payment at the time of such retirement or death. In the event such an employee should die and he is not survived by a widow, such longevity payment shall be paid to his estate. In the event that an employee resigns prior to the time that he would be eligible to receive full longevity payment (in a year that he would be eligible to receive longevity payment), they shall then receive a pro-rated longevity payment. In the case of termination for just cause, the employee shall not receive a longevity payment.

#### ARTICLE 16 – LEAVES OF ABSENCE

Section 16.1 The Mayor may grant leave of absence, without pay, to any employee upon his request, for a period not to exceed one (1) year. Upon the expiration of an approved leave of absence, he would be reinstated in the position held at the time such leave was granted or in an equivalent position.

Section 16.2 During such leave of absence, such employee shall accumulate his seniority. His reemployment shall be subject only to the condition that he is able to perform the duties required to him. Effective July 1, 1985, in order to accrue Pension Credit while on such an authorized Leave of Absence, the employee must, within one (1) year of his return to work, repay the Pension Fund in the amount of principal and interest that would have been paid to the fund had he worked (base pay plus interest rate fixed by the pension board).

Section 16.3 Employees called for jury duty or any other civic duty, shall be granted leaves of absence for whatever period of time they are required to remain in attendance at the court and shall be compensated by the Municipality at a rate of pay equal to the difference between the amount received for jury duty and the employee's regular straight time hourly rate provided that the employee cooperates in presenting to the court any request that the Municipality deems appropriate to have such employee excused from jury duty.

Section 16.4 All employees shall be guaranteed all rights to which they are entitled under the Universal Military Act and the Soldiers' and Sailors' Civil Relief Act as amended.

Section 16.5 Employees summoned for training duty with any Armed Forces, Reserve Corps Program or National or State Guard Training Programs shall be paid the difference between pay received for such Duty and the employee's regular straight time pay from the Municipality. This pay shall apply only to a maximum of two (2) weeks Annual Field Training. The two weeks' pay referred to herein shall be paid to the employee two (2) weeks prior to start of such training duty provided the employee supplies the Town with the Military Pay Voucher three (3) weeks prior to the start of such leave.

## ARTICLE 17 – GRIEVANCE PROCEDURE AND ARBITRATION

Section 17.1 For the purpose of this Agreement, a "grievance" is defined as any dispute between the Municipality and the Association or between the Municipality and any employee or group of employees concerning the interpretation, application or violation of the provisions of this Agreement. No matter shall be subject to grievance unless taken up within fifteen (15) working days of its most recent occurrence.

Section 17.2 A grievance whenever possible, shall be resolved within the division where it arises through the efforts of the representative or the Association and the Supervisor of the division involved.

Section 17.3 A grievance will be processed and settled in the following manner:

Step 1 Any employee having a grievance shall present such grievance verbally to his Superintendent with or without his Association representative. It shall be the employee's choice whether to be represented at the meeting by a Union representative. If the employee chooses not to have a Union representative present at the meeting, the Union will, in a timely manner, be provided by the Town with a copy of any grievance resolution reached in the grievance. The Union must sign off on any settlement of any such grievance. Only the Union can initiate the arbitration procedures specified in this Agreement for bargaining unit employees.

Step 2 In the event the grievance cannot be satisfactorily settled by his Superintendent and/or his Association representative within three (3) working days from the time it was presented in Step 1, the Representative will present to the Grievance Committee a written detailed copy of the grievance. The Association Grievance Committee will then rule on the validity of the grievance and if it finds the grievance valid:

A. The Association shall submit such detailed grievance in writing to the Director of Public Works setting forth the nature of the grievance. Within five (5) working days after said Director received such grievance, he shall arrange to meet with representatives of the Public Works Association for the purpose of adjusting or resolving such grievance.

B. If such grievance is not resolved to the satisfaction of the Association by the Director of Public Works within seven (7) working days after such meeting, the Association may present such grievance, in writing, within seven (7) working days thereafter to the Mayor. Within nine (9) working days after said Mayor receives such grievance, then he/she or his/her designated representative shall arrange to and shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

C. If such grievance is not resolved to the satisfaction of the Association by the Mayor or his/her designated representative within seven (7) working days after such meeting, the Association may within ten (10) working days thereafter submit the dispute

to the American Arbitration Association to provide arbitration service and shall simultaneously notify the Town that it has submitted the grievance to arbitration. The decision of the arbitration panel shall be final and binding on both parties.

Section 17.4 Step 1 and/or 2 of the grievance procedure may be waived by mutual agreement of the parties with the result that the grievance may be submitted to the next step.

Section 17.5 If the Town fails to meet the time specifications of any Step of the grievance procedure, the grievance shall then be submitted to the next Step of the procedure by the Association. If the grievant fails to process a grievance to the next Step, within the time limitations herein, such will be deemed to constitute an acceptance of the decision rendered at the prior step.

Section 17.6 Nothing in this Article is intended to prohibit the Town from filing a grievance against the Union. Such grievance shall be submitted within fifteen (15) working days of its most recent occurrence to the Association's Executive Board through the Association President. If not satisfactorily resolved within two (2) weeks of its submission, the grievance may be submitted to arbitration before the American Arbitration Association for a binding decision within ten (10) working days of receipt of the Union Executive Board's written reply to the grievance.

Section 17.7 As an option to the above arbitration procedures, either party may submit its grievance for arbitration to an expedited system of arbitration based on the following conditions:

A. Arbitrator, to be mutually agreed upon by the Town and Union in such expedited procedure, shall be selected from a list of ten (10) arbitrators to be compiled within thirty (30) days of execution of this Agreement. If the parties cannot agree to such list within the time specified, then this section shall be null and void.

B. Grievances, after having been processed at the appropriate step(s) of the grievance procedure, shall be submitted promptly to expedited arbitration by letter from the moving party to the arbitrator with a copy of such letter to the other party. Hearing of the case shall take place within ten (10) working days of the date such grievance was filed for arbitration with the arbitrator. The award of the arbitrator shall be issued in writing within ten (10) working days of such hearing.

C. If the arbitrator first agreed upon by the parties is unable to hear the case in question within ten (10) working days from the time the grievance was filed for arbitration, then the parties shall proceed to select an alternate arbitrator from the list of ten (10) arbitrators referenced in this section.

D. The parties may mutually agree upon time limitations different than those set forth in this section. The decision of the arbitrator shall be final and binding upon the parties. The costs of the arbitrator shall be borne equally by both parties.

## ARTICLE 18 – ASSOCIATION REPRESENTATIVE RIGHTS & OBLIGATIONS

Section 18.1 The Municipality shall pay such employee representatives, Officers and members of the negotiating committee at their base rate during working hours for time spent conducting Association business with the Municipality. Such pay shall be granted to only one (1) person in a division with less than fifteen (15) employees at any one time. Association officers may be granted a leave of absence by the Director of Public Works with pay for a period not to exceed a total of twenty-five (25) days per year to conduct Association business with groups other than the Municipality.

Section 18.2 The Association President, Grievance Chairman or assigned person shall have the right, after receiving approval from the Director of Public Works to meet with departmental employees, during working hours, to discuss grievances. Before a Union representative may discuss a grievance with an employee during working hours, the Union representative shall obtain approval from the grievant's supervisor.

Executive board officers of not more than three (3) employees plus the grievant(s) and any necessary witnesses shall be allowed paid release time to attend any and all meetings with Town officials in Stratford, and any other meetings relating to Union grievances and/or complaints with agencies of the State, provided, however, that up to five (5) members of the Executive Board may receive release time to attend grievance hearings before the Mayor.

The prior practice pursuant to the Memorandum of Understanding dated April 16, 1990 allowing Executive Board members three (3 ½) hours preparation time prior to negotiations, is hereby discontinued. The memorandum dated April 16, 1990 is further modified in that Executive Board members shall be allowed three (3) hours monthly as needed to attend to union grievances.

Permission to be released for such meetings shall be obtained in advance from the appropriate supervisor.

## ARTICLE 19 - MANAGEMENT RIGHTS

Section 19.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of the agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, except where such rights, powers and authority are specifically relinquished.

A. To determine the care, maintenance and operations of equipment and property used for and on behalf of the purpose of the Town.



B. To establish to continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

C. To discontinue processes or operations or to discontinue their performance by employees.

D. To select and to determine the number and types of employees required to perform the Town's operations.

E. To employ, transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or Department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

G. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees.

H. To establish contracts and sub-contracts for Municipal operations provided that this right shall not be used for the purpose or intention of undermining the Association or discrimination against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in sole judgment of the Town it can be done more economically or expeditiously otherwise.

Section 19.2 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

Section 19.3 Such rights may not be subject to review or determination in any grievance or arbitration proceeding but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

#### ARTICLE 20 – WORKING OUT OF CLASSIFICATION

An employee who claims that he is regularly working outside his job classification to a significant degree as a result of assignments by proper authority may present such claim in the form of a grievance. If the Municipality after consultation with the Association in accordance with Article 17 determines that the employee is not regularly working outside his job classification to a significant degree as a result of assignments by proper authority and if the employee disputes said determinations he may process the dispute to arbitration in accordance with said Article 17. The Municipality retains the right to make a final determination whether to cease assigning to said employee work that is outside

his job classification, subject to the terms of this agreement. Any Arbitrator selected to hear any cases arising under the terms of this Article must have a substantial background in job classification grievances and issues.

#### ARTICLE 21 -- DISCIPLINARY ACTION

Section 21.1 All suspensions, discharges and disciplinary action must be stated in writing with reason given and a copy forwarded to the employee and the Association within two (2) working days of such suspension, discharge or disciplinary action. The representative shall be notified as soon as possible and, whenever possible, on the same shift.

Section 21.2 All suspension, discharges and disciplinary actions shall be for just and sufficient cause only. Should there be any dispute between the Union and/or employee and the Town over any discharge, suspension or disciplinary action, it shall be adjusted as a grievance in accordance with the terms of this Agreement.

Section 21.3 Grievances concerning discharges, suspensions and disciplinary action shall, at the request of either party, be given priority over all other grievances then being processed provided that if any grievance delayed pursuant to this subsection involved potential monetary liability, such monetary liability shall not accrue during the period of such delay. Grievances involving suspensions will be processed beginning at the Director of Public Works step. Grievances concerning discharge will be processed beginning at the Mayor step.

Section 21.4 Disputes over warning notices shall be submitted to the next step of the grievance procedure occupied by the supervisor next above the supervisor who issued the warning notice.

Section 21.5 Disciplinary suspensions and demotions shall be made a part of the permanent personnel file of the employee. Such disciplinary suspensions and demotion notices shall not be used as the basis for progressive discipline in the future after a satisfactory working record of three (3) years.

The personnel file of an employee shall be evaluated yearly. If no disciplinary warnings have been issued during the year, then those disciplinary warnings shall not be used as a basis for progressive discipline in the future. An employee shall have the right to examine the contents of his personnel file or anything detrimental that is to be placed in his personnel file.

Section 21.6 In the event any scheduled or unscheduled meeting that may lead to disciplinary action is held between an employee and a supervisor, said employee shall have the right to have a Union Representative present at such a meeting. An Employee's signing a written statement or form critical of his work performance and/or conduct and/or attitude shall mean only that the employee is acknowledging receipt of the statement or form from the Town.

Section 21.7 Any employee who fails to report to work and does not call in shall be considered AWOL, that being ABSENT WITHOUT LEAVE. (If the employee has a valid reason the absence may not be considered AWOL).

Following the first occurrence of an AWOL day or consecutive days, the employee could receive a written warning. When the second occurrence of AWOL is taken, the employee could be suspended for one day. When the third occurrence of AWOL is taken, the employee could either be suspended or terminated. The time frame for AWOL shall be one (1) year from the date of the first occurrence.

Other instances of unauthorized absences, following the twelve month period, will be handled under the above form of progressive discipline, that being a written warning, suspension, followed by another suspension or discharge.

This regulation shall not apply to employees out on sick leave, vacation, comp, or other authorized leave. Enforcement of this regulation will not bar an employee from having access to the established grievance procedure beginning at the Third Step Mayor Level).

#### ARTICLE 22 – GENERAL

It is agreed that any general conditions presently in force but which are not specifically mentioned in the Agreement shall continue in full force and effect for the duration of the Agreement.

#### ARTICLE 23 – MISCELLANEOUS

Section 23.1 The Right to Live Outside Town Limits. Members of the Public Works Employees Association shall have the right to live outside the Town provided, however, that the individual make adequate arrangements to permit a rapid return to duty in case of emergency.

Section 23.2 No Strike Clause but Right to Picket. The Association and employees covered under this Agreement shall not sponsor, promote, authorize, engage in, condone, or participate in any strike or other unlawful "job action" activity. The Town shall not lock out any employee covered by this Agreement.

Section 23.3 All crews will be supplied with first aid kits by the Municipality. An accident report will be filed by the employee as soon as possible and whenever possible on the same shift.

Section 23.4 Except in emergency situations, supervisory personnel will not perform work at the expense of the personnel who normally perform the work. Emergency situations shall include instances:

A. When the employee normally assigned to such work is absent and no other bargaining unit employee is present, available and qualified to perform such work;

B. When the health, safety or tranquility of the Municipality is affected by causes or events not within the control of the Town and no qualified bargaining unit employee is available at work; and

C. When such work is to be performed in order to give necessary training or instruction to a bargaining unit employee.

Section 23.5 The Municipality agrees to have a mechanic on duty when refuse drivers start work.

Section 23.6 The Town shall provide space for a Union office on Town premises.

Section 23.7 Effective February 1, 1999, employees required by the Town to possess a professional license (other than a Connecticut driver's license or CDL license) shall be reimbursed up to one hundred fifty dollars (\$150) annually for license fees.

Section 23.8 Effective on the date that the contract dated July 1, 2013-June 30, 2017 becomes operative, the Town in compliance with Connecticut General Statutes Section 7-467 can hire no more than twenty (20) part time employees who work less than twenty hours per week on a seasonal basis of not more than one hundred and twenty (120) calendar days in any calendar year.

#### ARTICLE 24 – DEFINITIONS

**EMERGENCY OVERTIME** – Overtime work which must be accomplished immediately in order to protect the health, safety or welfare of the public or work, if not accomplished, will cause substantial hardship to the public.

**CASUAL OVERTIME** – Overtime work done at the convenience of the Municipality for the purpose of completing work or maintaining schedules. Insofar as is practicable four (4) hours' notice shall be given prior to the start of casual overtime, otherwise, payment shall be in accordance with Article 3, Section 3.9.

**SCHEDULED OVERTIME** – Overtime work is done on a previously scheduled basis. Insofar as is practicable, twenty-four (24) hours' notice shall be given prior to the start or termination of scheduled overtime.

**TEMPORARY HELP** – Personnel employed for a normal workweek for a period of time not to exceed three (3) months.

**PART TIME HELP** – Persons employed for a regular workweek of less than twenty (20) hours per week for the Department of Public Works.

SUCCESSFUL BIDDER – The senior employee meeting the minimum qualifications for the job to be given first opportunity for the position as specified in Article 10, Section 10. 2-A.

#### ARTICLE 25 – NON-DISCRIMINATION

Section 25.1 The Town and the Union agree not to discriminate against any member of the bargaining unit because of race, religion, color, creed, sex, age, physical handicap, marital status, country of ancestral origin or political beliefs and affiliations.

Section 25.2 The Town agrees that no member of the bargaining unit shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union or on account of his membership in or activities on behalf of the Union.

#### ARTICLE 26 – RECLASSIFICATION PROCEDURE

Any employee may make a written request for the reclassification of his position at any time during the course of each year, first to the Director of Public Works or his designee who shall in turn submit it to the Director of Human Resources provided that no such request had been made during the previous twelve months. The Director of Human Resources shall make a job study and the Town will give a formal written decision to the Union and the employee requesting reclassification within thirty (30) days of such request unless such time is extended by mutual agreement of the Town and the Union.

#### ARTICLE 27 – LETTERS OF UNDERSTANDING

Section 27.1 The following Letters of Understanding between the Town and the Public Works Association are part of this Agreement:

- A. Pension Annuity Plan, dated May 19, 1971
- B. Weekend Overtime Policy, dated January 23, 1975, for water pollution control division.
- C. Heart and Hypertension Benefits agreement, dated October 31, 1978.

Section 27.2 Excluding the letters of understanding, memoranda and other documents attached to this contract, all letters of understanding in resolution of grievances and/or arbitration matters shall be considered as part of this Agreement only when specifically so stated in a writing signed by the parties. This Article shall in no way effect the precedential value of arbitration awards or municipal prohibited practice awards.

#### ARTICLE 28 – SAVINGS PROVISION

In the event that any article, section or portion thereof, of this Agreement is ruled to be invalid by a tribunal of competent jurisdiction, the remainder of the Agreement shall

remain in full force and effect. In the event that any part of this Agreement is ruled to be invalid by such a tribunal, the parties agree to meet immediately to negotiate a substitute for the part(s) of the Agreement ruled to be invalid.

#### ARTICLE 29 – TUITION PLAN

Section 29.1 Effective upon the execution of this Agreement, employees shall be entitled to fifty (50)% reimbursement for a maximum of two (2) courses in each fiscal year. The employee must receive a passing grade in the course(s) in order to be eligible to receive benefits. All requests regarding eligibility shall be submitted to the Mayor's office prior to enrollment for approval.

#### ARTICLE 30 – EMPLOYEE ASSISTANCE PROGRAM AND DRUG TESTING

##### I. PURPOSE

The purpose of this Article is to detail the Town of Stratford's (the Town) alcohol and controlled substance testing rules and procedures, which seek to be in compliance with Federal guidelines, the Federal Motor Carrier Safety Administration (FMCSA) State guidelines and Town elective policy to maintain a drug and alcohol free workplace for employees employed by the Town. The Town is committed to operating in the safest and most efficient manner possible, as well as promoting the safety and welfare of its employees and the public.

The Town and the Union are committed to promoting a drug free work environment. To that end, an Employee Assistance Program has been established for all employees, which will provide counseling, evaluations, and treatment referrals, if needed, and will deal with family, financial, legal, emotional stress and substance abuse issues.

It is the responsibility of each employee to ensure that he/she is drug free in compliance with the requirements outlined in this policy.

##### II. APPLICABLE FEDERAL AND STATE REGULATIONS

The Town is implementing the FMCSA Part 382, Connecticut State Public Act No. 95-140 which allows testing of all applicants/employees who have the potential to drive vehicles with a GVWR of 10,001 pounds or more but not more than 26,000 pounds, mechanics who repair or service such vehicles or a commercial motor vehicle, as defined in Section 14-1, or a forklift operator, driver or mechanic to submit to testing as provided by Federal Law. Additionally, this will cover all Public Works employees with regards to performing or having the potential to perform safety sensitive functions (i.e., tree timers, sanitation workers, etc.) that are agreed upon with the Union (both from the past and for the future).

This policy was developed and will be implemented in accordance with the following Federal rules and State regulations:

\*Department of Transportation, Federal Motor Carrier Safety Regulations Administration, 49 CFR Parts 40 and 382 – Controlled Substance and Alcohol Testing.

\*Connecticut General Statutes Sections 31-51t - 31-51aa.

In the event that there is a conflict between the DOT alcohol/drug testing guidelines and the rules and procedures described herein, the DOT guidelines shall prevail.

Notwithstanding any provisions in this policy it is the intent of the parties to require any employee tested positive for drugs or alcohol to submit to random follow-up testing per the recommendations of the attending SAP upon the employees return to work.

### III. CATEGORIES OF TESTING

Detection will be accomplished through the following categories of drug and alcohol testing as outlined in 49 CFR Part 40:

1. Pre-employment
2. Random
3. Reasonable Cause
4. Post Accident
5. Return-To-Duty (At the direction of the Substance Abuse Professional (SAP)/Employee Assistance Program (EAP))
6. Unannounced Follow-Up Testing (If part of SAP/EAP)

Substance Abuse Mental Health Administration (SAMHSA) certified laboratories following the Department of Health and Human Service (DHHS) guidelines will conduct all drug testing. The drugs to be tested for are as follows:

Marijuana  
Cocaine  
PCP  
Opioids  
Amphetamines  
Expanded Opioids Panel (applicable to all categories of testing)

Alcohol – Breath Alcohol Content (BAC) levels of .02 or greater will preclude an individual from performing their job function. BAC levels of .02 or greater is considered positive. ***All employees with BAC levels of .02 or greater will be provided transportation to their residences and will be subject to disciplinary action (see Section VII).***

The Town will train all appropriate supervisory personnel to recognize the signs and symptoms of substance abuse.

#### IV. Policy Standards

Employees are prohibited from using, being impaired by, under the influence of, being in possession of, manufacturing, dispensing or distributing any controlled substance when subject to duty, when reporting for duty, while on duty or on Town property except as permitted by Section 1 below. The illicit use of controlled substances is prohibited at any time. ***Any employee who tests positive as indicated by the test and confirmed by the Medical Review Officer will be immediately removed from their job function and will be subject to disciplinary action (see Section VII).***

Upon testing positive, the Employee has the right to have the "split" specimen analyzed at a different SAMHSA certified laboratory. This request must be made within 72 hours of the donor being notified by the MRO that they have tested positive. ***If requested, this test will be performed at the employee's expense.***

In the event a donor cannot "void" (shy bladder) after consuming 40 fluid ounces over a 3-hour period, the donor will be evaluated by a medical doctor to determine if there is a medical condition that prohibits the donor from providing sufficient volume for testing. ***If there is no existing medical condition, the test will be classified as a "refusal", i.e., dealt with as if a positive and the employee will be immediately removed from their job function and will be subject to disciplinary action (see Section VII).***

***Any employee who tests positive for alcohol, BAC .02 or higher, will be immediately removed from their job function and will be subject to disciplinary action (see Section VII).*** Any employee who tests positive will be evaluated by a Substance Abuse Professional (SAP) before they can perform their function. No employee shall perform his or her job function within four (4) hours after using alcohol. The Town shall not permit an employee to perform or to continue to perform safety-sensitive functions, while having actual knowledge that an employee has used alcohol within four (4) hours. In the event that a donor cannot perform the breath test (shy lung), he/she will be evaluated by a medical doctor to determine if there is a medical condition that prohibits the donor from performing the breath test. ***If the doctor determines there is no existing medical condition, the test will be classified as a "refusal" i.e. dealt with as if a positive and the employee will be immediately removed from their job function and will be subject to disciplinary action (see Section VII).***

***Any costs associated with Substance Abuse Professional (SAP) evaluations and/or rehabilitation services resulting from a positive drug or alcohol test will be the responsibility of the Town.***

##### 1. Use of Prescribed and Over-the-Counter Medication

The Town will permit prescribed and over-the-counter medication and the use of such medication on the Town premises, specifically prescribed for the employee by his/her physician, that is clearly labeled with the employee's name, the name of the medication and the physician's Federal Drug Enforcement Administration license



number, provided the substance is used at the dosage prescribed or authorized and it does not impair the employee's ability to perform his or her job or endanger their safety or the safety of others. It is the responsibility of the employee to request from their physician an alternative medication that will not impair them from performing their safety-sensitive function. It is recommended that the employee notify their immediate supervisor that they are using a prescription drug and to produce documentation of this drug prior to commencing work.

The employee's physician should make a good faith judgment, with knowledge of the employee's assigned duties and on the basis of the available medical history, that use of the substance by the employee at the prescribed or authorized dosage level is consistent with the safe performance of the employee's duties. Any medication brought on Town property must be carried in its original container.

## 2. Requirement of Cooperation with Testing Procedure

All employees/applicants subjected to testing, pursuant to this policy must cooperate with the collection procedures. If a person refuses to cooperate with the collection process, the collection site person shall inform the Town and shall document the non-cooperation on the Urine Custody and Control form. ***Any person who refuses to cooperate in providing a sample or is found to have, in any way, adulterated/tampered with or substituted a sample will be immediately removed from their job function and shall be subject to disciplinary action (see Section VII).***

## V. Employee Awareness Program/Supervisor Training Program

A major tool in the battle against drug use is education and awareness. Accordingly, the Town will educate its applicants/employees about the dangers of drugs, their effects and consequences. All training will be documented. The education program will help motivate employees to understand the problems associated with using drugs, the misuse of alcohol, and the ways such use could compromise their personal functioning as well as their functioning on the job. To accomplish this objective, a number of approaches will be taken to include the following:

- An employee education and training program for all employees. The education component shall include:
  - Informational material;
  - This Article.
- The training component for employees shall include information on the effects and consequences of drug and alcohol abuse on personal health, safety and the work environment, and the manifestations and behavioral patterns that may indicate drug and/or alcohol abuse.
- Supervisory employees who will be determining when an employee is subject to drug and alcohol testing based on reasonable cause under this policy shall

receive at least one (1) hour of additional training on the physical, behavioral, and performance indicators of probable drug use and one (1) hour on the symptoms of the abuse of alcohol.

## VI. Testing Methodology

All drug testing conducted pursuant to this policy will be performed via urinalysis. A positive test does not result from the use of prescription and over-the-counter medication per Section IV (Policy Standards), paragraph 1 (Use of Prescribed and Over-the-Counter Medication). Alcohol tests may be conducted by the use of an initial screen (non-evidentiary test) and if the presence of alcohol is detected, the confirmation test will be conducted on an Evidentiary Breath Testing unit (EBT). In the absence of a non-evidentiary test, the screening test will be conducted on an EBT. The EBT will be operated by a Breath Alcohol Technician (BAT). All of the above procedures will be consistent with 49 CFR Part 40.

### 1. Pre-Employment

All final applicants for employment are required to submit to a pre-employment drug test. The applicant will be informed that the urine specimen being collected will be tested for drugs to include Marijuana, Cocaine, Opioids, Phencyclidine (PCP), Amphetamines and those under the Expanded Opioids Panel.

Any applicant who decides not to cooperate in the pre-employment drug test may withdraw their application. No record will be maintained of the declination. Final applicants who test positive for drugs will be rejected for employment.

### 2. Random Testing

All public works employees will be subject to random drug and alcohol testing. Selection of employees to be tested will be administered by utilizing a validated computerized random selection program. This program will ensure that every covered employee has an equal opportunity of being selected at any given time. There will be a DOT pool and a NON DOT pool in accordance to FMCSA Part 382. DOT employees may also be tested under the NON DOT program.

Notification of an employee's selection will not be provided until the employee's tour of duty in which the drug and alcohol test is to be conducted. Immediately upon notification of being randomly selected the employee is to proceed to the collection facility. If the employee does not report to the medical facility immediately they will be deemed as refusing to take a drug and/or alcohol test and will be handled as if a positive test was reported.

### 3. Reasonable Cause Testing

Under this type of testing, the employee will be removed from service pending the outcome of the test(s). The employee will be paid for the first and second day after such removal or until the test result is received by the MRO, whichever is later, but the employee will not be paid for any additional days out of service. The employee will be returned to service with back pay for any days out of service if the outcome of the test(s) is negative.

In all cases where an employee is subject to reasonable suspicion testing, an evidentiary report of reasonable suspicion must be completed and signed by a supervisor before the test results are released or within 24 hours of the observed behavior, whichever is earlier. Supervisory employees must receive at least one (1) hour on drug and one (1) hour on alcohol training in the physical, behavioral, and performance indicators of probable drug and alcohol use if they will be determining when an employee is subject to testing based on reasonable suspicion under this section. All training will be documented.

Hearsay accusation or unsupported allegations shall not be grounds for testing under this subsection. All test results shall remain confidential with the testing agency. Whenever a member is subjected to testing under this subsection, the bargaining unit member may request the Union President or member of the Executive Board to accompany the member undergoing the testing.

**Reasonable Suspicion Alcohol** – The Town shall require an employee to submit to an alcohol test when the employer has reasonable suspicion to believe that the employee has violated the prohibitions of this Article concerning alcohol. The employer's determination that reasonable suspicion exists to require the employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.

**Reasonable Suspicion Controlled Substances** – The Town shall require an employee to submit to a controlled substance test when the employer has reasonable suspicion to believe that the employee has violated the prohibitions of this Article concerning controlled substances. The employer's determination that reasonable suspicion exists to require the employee to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of chronic and withdrawal effects of controlled substances.

The required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a trained supervisor or Town official. Reasonable suspicion does not require certainty. Mere hunches or "gut feelings," however, are not valid in making a reasonable suspicion determination. If supervisors with training in the identification of the signs and symptoms of drug and alcohol use reasonably conclude that there are objective facts indicative of use of drugs and/or alcohol, this is sufficient justification for testing.

If an alcohol test required under this section is not administered within two hours following the determination, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

If a controlled substances test is required under this section is not administered within 32 hours the determination the employer shall cease attempts to administer a controlled substances test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

A. Drug Test

Employees of the Town are required to submit to a urinalysis for the purpose of detecting the presence of controlled substances (drugs) when a supervisory employee has reasonable suspicion as defined above.

B. Alcohol Test

Employees of the Town are required to submit to a breath alcohol test for the purpose of detecting the presence of alcohol when a supervisory employee has reasonable suspicion as defined above.

***Under this type of testing, the employee will be removed from service if the confirmation alcohol test result is .02 or greater (BAC) and will be subject to disciplinary action (see Section VII).***

If the confirmation alcohol test result is 0.02 or greater the employee is deemed to be positive for alcohol and must be removed from their safety sensitive function immediately.

4. Post Accident Testing

Under this type of testing, employees may be removed from service pending the outcome of the test(s). The employee will be paid for the first and second day after such removal or until the test result is received by the MRO, whichever is later, but the employee will not be paid for any additional days out of service. The drug test(s) must take place within 32 hours of an accident as defined below. The alcohol test should be conducted within 2 hours, but no later than 8 hours after the accident. If the test is not conducted within these parameters, the reason why must be documented. The employee will be returned to service with back pay for any days out of service if the outcome of the test(s) is negative.

An employee who is subject to post-accident testing must remain readily available for such testing or may be deemed to have refused to submit to testing. However, this

“readily available” requirement does not prohibit an employee from leaving the scene of an accident for the necessary period to obtain assistance in responding to the accident or to obtain necessary emergency medical care and does not mean that necessary medical treatment for injured people should be delayed.

An employee who is seriously injured and cannot provide both a breath and/or urine specimen at the time of the accident must provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances and/or alcohol in his or her system.

1. Under the FMCSA:

Post-accident testing. (a) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for alcohol for each of its surviving drivers: (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or (2) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) One or more motor vehicles incurring disabling damage as a result of the accident; requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. (b) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for controlled substances for each of its surviving drivers: (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or (2) Who receives a citation within thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) Bodily injury to any person who as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. (c) The following table notes when a post-accident test is required to be conducted by paragraphs (a)(1), (a)(2), (b)(1), and (b)(2) of this section:

Table for Section 382.303(a) and (b) <b>Type of Accident Involved</b>	Citation issued to the CMV driver	<b>Test must be performed by Employer</b>
i. Human fatality	YES / NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO

iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

(d)(1) Alcohol Tests. If a test required by this section is not administered within two hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the FMCSA upon request. (2) Controlled substance tests. If a test required by this section is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request. (e) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. (f) An employer shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section. (g)(1) The results of a breath or blood test for the use of alcohol, conducted by Federal, State or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the employer. (2) The results of a urine test for the use of controlled substances, conducted by Federal, State or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the employer. (h) Exception. This section does not apply to: (1) An occurrence involving only boarding or alighting from a stationary motor vehicle; or (2) An occurrence involving only the loading or unloading of cargo; or (3) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in § 571.3 of this title) by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with § 177.823 of this title.

(2) Post- accident drug & alcohol testing is required of any Employee involved in an accident while operating a Town vehicle/equipment as defined below:

An accident is defined as: If an employee(s) is involved in an accident and a fatality occurs, the employee(s) who receives a citation, must have the tests performed within

thirty-two hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: Disabling damage to any motor vehicle requiring tow away or bodily injury with immediate medical treatment away from the scene will be subject to a drug & alcohol test.

#### **5. Return-To-Duty Testing**

Following an employee testing positive for alcohol (BAC 0.02 or higher) and or drugs, the employee must take a return to duty alcohol and/or drug test. The employee cannot return to work until successfully passing (tests negative) the return to duty alcohol and/or drug test. If the employee fails (tests positive) a first return to duty test for alcohol, the employee shall be immediately terminated. If the employee fails (tests positive) a first return to duty test for drugs, the employee may as of right take a second return to duty test for drugs. If the employee fails (tests positive) a second return to duty test for drugs, the employee shall be immediately terminated. If the employee does not successfully complete the treatment program required by the SAP the employee may be terminated (see Section VII).

#### **Costs associated to return to duty are as follows:**

1. The Town will be responsible for the expense of the first return to duty test (drug/alcohol).
2. The employee will be responsible for the expense of the second return to duty test (drug).

#### **6. Unannounced Follow Up Testing**

Following an employee testing positive for alcohol (BAC 0.02 or higher) and/or drugs, the employee must take unannounced follow-up alcohol and/or drug tests. The tests shall be completed within 12 months from the date that the employee successfully passes (tests negative) the return to duty alcohol and/or drug test. The employee is responsible for 50% of the costs of follow-up testing for the first two tests and the Town is responsible for 100% of the costs of the follow-up testing for the third and any additional follow-up tests.

#### **VII. Discipline**

Procedures Following A Positive Test Result – All bargaining unit members shall be subject to the following disciplinary and related procedures when found to be in violation of the Town's Alcohol/Drug policy through the testing procedures provided for in this Article. A positive test does not result from the use of prescription and over the counter medication per Section IV (Policy Standards), paragraph 1 (Use of Prescribed and Over the Counter Medication).

A. First Positive Test Result – Alcohol (**BAC .02 or higher**) and/or Drugs

The Town upon receiving notification of a first positive alcohol (BAC .02 or higher) and or drug test result, or prohibited behavior resulting in a positive alcohol and or drug test result shall immediately remove the employee from his/her position and suspend, without pay, the employee for a total of three (3) work days. The employee upon receiving notification of a positive alcohol and/or drug test result will immediately submit to an evaluation by an assigned SAP. The SAP will determine: (a) the date that the employee can return to work, (b) the treatment program required, and (c) the unannounced follow-up testing schedule. The treatment program as required by the SAP may or may not be required by the SAP to be completed before the SAP clears the employee to return to work. All days following the three (3) work day suspension and the date that the member returns to work shall be an unpaid leave of absence unless the member chooses to be paid by using any accrued vacation time first and then any accrued sick time.

If the employee does not successfully (a) pass the return to duty alcohol and/or drug test (as set forth in paragraph 5 – “Return to Duty Testing”), (b) complete the treatment program required by the SAP, and (c) pass the unannounced follow-up tests the employee shall be terminated.

B. Second Positive Test Results – Alcohol (BAC 0.02 or higher) or Drugs

The Town upon receiving notification of: (a) a second positive alcohol (BAC .02 or higher) and/or drug test result, or (b) prohibited behavior resulting in a positive alcohol or drug test shall immediately terminate the employee.

**VIII. Urine Collection and Alcohol Testing Procedures**

All aspects of urinalysis, drug and alcohol testing, collection and chain of Custody procedure shall be conducted in strict accordance with the Town's Substance Abuse Testing Procedures and DHHS standards as outlined in 49 CFR Part 40.

**IX. Employees Admitting to Drug and/or Alcohol Abuse Prior to Notification of Test**

Bargaining unit members who voluntarily identify themselves as alcohol and/or drug substance abusers will be required to report to the Employee Assistance Program vendor and will be required to follow the testing and rehabilitation procedures prescribed by the assigned Substance Abuse Professional (SAP). The member will also be required to pass a return to work test, prior to doing so. If the member is required to participate in an in-patient treatment program, the member will be placed on paid sick leave until such time that the member is authorized to return to work. If the member fails to follow any prescribed procedure or fails to pass the return to work test, the member shall not receive any compensation from the Town until such time as the member re-enters the rehabilitation program and the SAP certifies to the Town that the member has done so.



In the event that a bargaining unit member voluntarily identifies himself or herself for a second or third time as an alcohol and/or drug substance abuser, the member shall follow the same procedures provided in the above paragraph.

In the event that a bargaining unit member voluntarily identifies himself or herself for a fourth or subsequent time as an alcohol and/or drug substance abuser, the member shall follow the same procedure provided in the first paragraph of this Section, provided, however, such member shall not be entitled to any compensation of any kind from the Town during his or absence from work due to the member's participation in the rehabilitation program. The employee would also be subject to disciplinary action up to and including termination.

**The following is a List of Telephone Numbers for Drug and alcohol Assistance:**

National Clearing House Services	1-800-729-6686
National Cocaine Hot Line	1-800-262-2463
National Drug and Alcohol Routing Service	1-800-662-4357
Alcohol Abuse and Drug 24-Hour Help Line	1-800-252-6465
Al-Anon Family Groups	1-800-344-2666
Connecticut Dept. of Mental Health and Addiction	1-860-418-7000
United Way/Infoline	211 (CT Only)

**APPENDIX A**

I authorize any physician, medical facility, or other agents retained by the **Town of Stratford** to conduct alcohol and/or drug tests as required in this Article and to provide the test results to the **Town of Stratford's** management.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

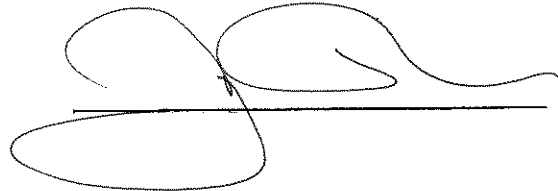
ARTICLE 31 - DURATION

Section 31.1 This Agreement shall become effective on July 1, 2017 and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2023 and shall thereafter be continued for a period of one (1) year unless notice of modification or termination in writing by certified mail, is given by either party to the other at least sixty (60) days before the 1st of March, 2023. In the event that while in the negotiating process, the Contract expiration date becomes effective, all terms and provisions of the contract shall remain in effect until such time as a new contract is negotiated.

FOR THE TOWN:

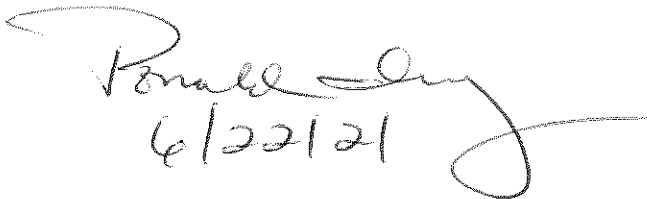
FOR THE UNION:

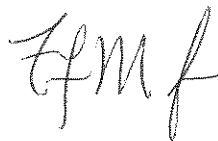
  
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DATE: 6/22/2021

DATE: 6-22-21

  
6/22/21

 6-22-21

LOCAL 134 STRATFORD PUBLIC WORKS  
SALARY SCHEDULE \*\*\*  
JULY 1, 2017 THROUGH JUNE 30, 2023

GROUNDSMAN - Pay Grade 1

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	40,148.79	42,157.36	44,164.68	46,170.71	48,179.30	50,189.16	Start
7/1/2017	41,252.88	43,316.69	45,379.21	47,440.40	49,504.23	51,569.36	2.750%
7/1/2018	42,284.20	44,399.61	46,513.69	48,626.41	50,741.84	52,858.59	2.500%
7/1/2019	43,341.31	45,509.60	47,676.53	49,842.07	52,010.39	54,180.05	2.500%
7/1/2020	44,424.84	46,647.34	48,868.44	51,088.12	53,310.65	55,534.55	2.500%
7/1/2021	45,468.82	47,743.55	50,016.85	52,288.69	54,563.45	56,839.61	2.350%
7/1/2022	46,537.34	48,865.52	51,192.25	53,517.47	55,845.69	58,175.34	2.350%

HIGHWAY LABORER, PARKS LABORER, SANITATION COLLECTOR, WPC LABORER - Pay Grade 2

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	42,157.36	45,792.75	46,372.47	48,480.68	50,588.84	52,695.75	Start
7/1/2017	43,316.69	47,052.05	47,647.71	49,813.90	51,980.03	54,144.88	2.750%
7/1/2018	44,399.61	48,228.35	48,838.90	51,059.25	53,279.53	55,498.50	2.500%
7/1/2019	45,509.60	49,434.06	50,059.87	52,335.73	54,611.52	56,885.96	2.500%
7/1/2020	46,647.34	50,669.91	51,311.37	53,644.12	55,976.81	58,308.11	2.500%
7/1/2021	47,743.55	51,860.65	52,517.19	54,904.76	57,292.27	59,678.35	2.350%
7/1/2022	48,865.52	53,079.38	53,751.34	56,195.02	58,638.64	61,080.79	2.350%

BUILDING GROUNDS MAINTAINER, PARK MAINTAINER I, PHYSICAL PLANT MAINT, SURVEY ASSISTANT I, TREE TRIMMER I, WPC CUSTODIAN/CARETK, WPC LABORER I - Pay Grade 3

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	44,264.26	46,479.74	48,691.34	50,905.52	53,114.59	55,330.03	Start
7/1/2017	45,481.53	47,757.93	50,030.35	52,305.42	54,575.24	56,851.61	2.750%
7/1/2018	46,618.57	48,951.88	51,281.11	53,613.06	55,939.62	58,272.90	2.500%
7/1/2019	47,784.03	50,175.68	52,563.14	54,953.39	57,338.11	59,729.72	2.500%
7/1/2020	48,978.63	51,430.07	53,877.22	56,327.22	58,771.56	61,222.96	2.500%
7/1/2021	50,129.63	52,638.68	55,143.33	57,650.91	60,152.69	62,661.70	2.350%
7/1/2022	51,307.68	53,875.69	56,439.20	59,005.71	61,566.28	64,134.25	2.350%

AUTO SUPPLY CLERK, DELIVERY DRIVER, GREENSMAN I, WPC MAINTAINER IV - Pay Grade 4

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	46,479.74	48,762.86	51,125.15	53,451.89	55,771.83	58,097.13	Start
7/1/2017	47,757.93	50,103.84	52,531.09	54,921.61	57,305.56	59,694.80	2.750%
7/1/2018	48,951.88	51,356.44	53,844.37	56,294.65	58,738.20	61,187.17	2.500%
7/1/2019	50,175.68	52,640.35	55,190.48	57,702.02	60,206.66	62,716.85	2.500%
7/1/2020	51,430.07	53,956.36	56,570.24	59,144.57	61,711.83	64,284.77	2.500%
7/1/2021	52,638.68	55,224.33	57,899.64	60,534.47	63,162.06	65,795.46	2.350%
7/1/2022	53,875.69	56,522.10	59,260.28	61,957.03	64,646.37	67,341.65	2.350%

ASST TRNSFR STA WEIGHMSTR, DEWATERING OP V, DELIVERY DRIVER/JUNIOR CLERK, EQUIPMENT MECHANIC I, EQUIPMENT SERVICER, GREENSMAN II, HIGHWAY MNTNR II, MAINTAINER IV/MAIN V, PARK MAINTAINER II, RECYCLING DRIVER/COLLECTOR, SANITATION DRIVER, SURVEY ASSISTANT II, WPC MAINTAINER V, WPC OP II/MAINT V, WPC OPERATOR IV - Pay Grade 5

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	48,802.44	51,241.34	53,681.55	56,121.72	58,564.46	61,004.65	Start
7/1/2017	50,144.51	52,650.48	55,157.79	57,665.07	60,174.98	62,682.28	2.750%
7/1/2018	51,398.12	53,966.74	56,536.73	59,106.70	61,679.35	64,249.34	2.500%
7/1/2019	52,683.07	55,315.91	57,950.15	60,584.37	63,221.33	65,855.57	2.500%
7/1/2020	54,000.15	56,698.81	59,398.90	62,098.98	64,801.86	67,501.96	2.500%
7/1/2021	55,269.15	58,031.23	60,794.77	63,558.31	66,324.70	69,088.26	2.350%
7/1/2022	56,567.98	59,394.96	62,223.45	65,051.93	67,883.33	70,711.83	2.350%

LOCAL 134 STRATFORD PUBLIC WORKS  
SALARY SCHEDULE \*\*\*  
JULY 1, 2017 THROUGH JUNE 30, 2023

ENVIRONMENTAL SPEC, GARDENER, GOLF COURSE MECHANIC, HIGHWAY MNTNR III, LAB TECHNICIAN VI,  
TRACTOR TRLR DRIVER, TREE TRIMMER II, TRNSFR STA WEIGHMSTR - Pay Grade 6

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	51,241.34	53,802.85	56,364.33	58,929.67	61,494.97	64,052.64	Start
7/1/2017	52,650.48	55,282.43	57,914.35	60,550.24	63,186.08	65,814.09	2.750%
7/1/2018	53,966.74	56,664.49	59,362.21	62,064.00	64,765.73	67,459.44	2.500%
7/1/2019	55,315.91	58,081.10	60,846.27	63,615.60	66,384.87	69,145.93	2.500%
7/1/2020	56,698.81	59,533.13	62,367.43	65,205.99	68,044.49	70,874.58	2.500%
7/1/2021	58,031.23	60,932.16	63,833.06	66,738.33	69,643.54	72,540.13	2.350%
7/1/2022	59,394.96	62,364.07	65,333.14	68,306.68	71,280.16	74,244.82	2.350%

HGWY MAINTAINER IV, SHIFT OP VII 3RD SHF, TRAFFIC SIGN MAINTNR, TREE TRIMMER III, WPC LEAD  
OPERTOR VII, WPC LINE MAINT VII, WPC MECHANIC VII - Pay Grade 7

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	53,802.85	56,493.33	59,182.49	61,872.95	64,565.97	67,252.61	Start
7/1/2017	55,282.43	58,046.90	60,810.01	63,574.46	66,341.53	69,102.06	2.750%
7/1/2018	56,664.49	59,498.07	62,330.26	65,163.82	68,000.07	70,829.61	2.500%
7/1/2019	58,081.10	60,985.52	63,888.52	66,792.92	69,700.07	72,600.35	2.500%
7/1/2020	59,533.13	62,510.16	65,485.73	68,462.74	71,442.57	74,415.36	2.500%
7/1/2021	60,932.16	63,979.15	67,024.64	70,071.61	73,121.47	76,164.12	2.350%
7/1/2022	62,364.07	65,482.66	68,599.72	71,718.29	74,839.82	77,953.98	2.350%

CONSTRUCTION INSPECTOR I, HGWY MAINTAINER V, MAINTENANCE REPAIRMAN, MASON, PARK  
MAINTAINER III, ROOF/FLOOR TILE REPAIRMAN - Pay Grade 8

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	56,493.33	59,321.68	62,143.66	64,968.20	67,795.29	70,615.99	Start
7/1/2017	58,046.90	60,953.03	63,852.61	66,754.83	69,659.66	72,557.93	2.750%
7/1/2018	59,498.07	62,476.86	65,448.93	68,423.70	71,401.15	74,371.88	2.500%
7/1/2019	60,985.52	64,038.78	67,085.15	70,134.29	73,186.18	76,231.18	2.500%
7/1/2020	62,510.16	65,639.75	68,762.28	71,887.65	75,015.83	78,136.96	2.500%
7/1/2021	63,979.15	67,182.28	70,378.19	73,577.01	76,778.70	79,973.18	2.350%
7/1/2022	65,482.66	68,761.06	72,032.08	75,306.07	78,583.00	81,852.55	2.350%

CREW LDR LINE MAINT, CREW LEADER MECHANIC, ENGINEERING ASST, EQUIPMENT MECH I, EQUIPMENT  
MECH II, GEN MAINT MECH/GLAZIER, GOLF COURSE CREW LEADER, GRADER OPER/CREW LEADER, HGWY  
MAINT CREW LDR, HOUSING CODE INSPECT, PARK MAINT CREW LDR, PARKS SERVICES SUPV/RSVLT,  
WELDER, WPC OPERATIONS CR LD - Pay Grade 9

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	59,321.68	62,284.10	65,247.84	68,216.66	71,182.94	74,149.24	Start
7/1/2017	60,953.03	63,996.91	67,042.16	70,092.62	73,140.47	76,188.34	2.750%
7/1/2018	62,476.86	65,596.83	68,718.21	71,844.94	74,968.98	78,093.05	2.500%
7/1/2019	64,038.78	67,236.75	70,436.17	73,641.06	76,843.20	80,045.38	2.500%
7/1/2020	65,639.75	68,917.67	72,197.07	75,482.09	78,764.28	82,046.51	2.500%
7/1/2021	67,182.28	70,537.24	73,893.70	77,255.92	80,615.24	83,974.60	2.350%
7/1/2022	68,761.06	72,194.87	75,630.20	79,071.43	82,509.70	85,948.00	2.350%

CARPENTER/CBNT MKR, CONSTRUCTION INSP I, ENGINEERING ASST I, HVAC TECHNICIAN I, LINE MAINT  
CREW LDR, MECHANIC CREW LDR, PARKS SERVICES SUPV/BOOTH, PLUMBER, SANITATION CREW LDR -  
Pay Grade 10

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	62,284.10	65,398.51	68,514.18	71,628.58	74,741.70	77,856.10	Start
7/1/2017	63,996.91	67,196.97	70,398.32	73,598.37	76,797.10	79,997.14	2.750%
7/1/2018	65,596.83	68,876.89	72,158.28	75,438.33	78,717.03	81,997.07	2.500%
7/1/2019	67,236.75	70,598.81	73,962.24	77,324.29	80,884.96	84,047.00	2.500%
7/1/2020	68,917.67	72,363.78	75,811.30	79,257.40	82,702.08	86,148.18	2.500%
7/1/2021	70,537.24	74,064.33	77,592.87	81,119.95	84,645.58	88,172.66	2.350%
7/1/2022	72,194.87	75,804.84	79,416.30	83,026.27	86,634.75	90,244.72	2.350%

LOCAL 134 STRATFORD PUBLIC WORKS  
SALARY SCHEDULE \*\*\*  
JULY 1, 2017 THROUGH JUNE 30, 2023

**BUILDING CONSTRUCTION INSPECTOR, ELECTRICIAN, WPC TECHNICIAN XI - Pay Grade 11**

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	65,397.25	68,649.55	71,937.58	75,206.50	78,481.79	81,745.58	Start
7/1/2017	67,195.67	70,537.41	73,915.86	77,274.68	80,640.04	83,993.58	2.750%
7/1/2018	68,875.56	72,300.85	75,763.76	79,206.55	82,656.04	86,093.42	2.500%
7/1/2019	70,597.45	74,108.37	77,657.85	81,186.71	84,722.44	88,245.76	2.500%
7/1/2020	72,362.39	75,961.08	79,599.30	83,216.38	86,840.50	90,451.90	2.500%
7/1/2021	74,062.91	77,746.17	81,469.88	85,171.98	88,881.25	92,577.52	2.350%
7/1/2022	75,803.39	79,573.21	83,384.42	87,173.52	90,969.96	94,753.09	2.350%

**CONSTRUCTION INSP II - Pay Grade 12**

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	68,668.70	72,102.33	75,538.49	78,969.58	82,401.92	85,834.27	Start
7/1/2017	70,557.09	74,085.14	77,615.80	81,141.24	84,667.97	88,194.71	2.750%
7/1/2018	72,321.02	75,937.27	79,556.20	83,169.77	86,784.67	90,399.58	2.500%
7/1/2019	74,129.05	77,835.70	81,545.11	85,249.01	88,954.29	92,659.57	2.500%
7/1/2020	75,982.28	79,781.59	83,583.74	87,380.24	91,178.15	94,976.06	2.500%
7/1/2021	77,767.86	81,656.46	85,547.96	89,433.68	93,320.84	97,208.00	2.350%
7/1/2022	79,595.40	83,575.39	87,558.34	91,535.37	95,513.88	99,492.39	2.350%

**ENGINEERING ASST II - Pay Grade 13**

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	72,102.33	75,704.50	79,314.34	82,920.34	86,522.53	90,128.56	Start
7/1/2017	74,085.14	77,786.37	81,495.48	85,200.65	88,901.90	92,607.10	2.750%
7/1/2018	75,937.27	79,731.03	83,532.87	87,330.67	91,124.45	94,922.28	2.500%
7/1/2019	77,835.70	81,724.31	85,621.19	89,513.94	93,402.56	97,295.34	2.500%
7/1/2020	79,781.59	83,767.42	87,761.72	91,751.79	95,737.62	99,727.72	2.500%
7/1/2021	81,656.46	85,735.95	89,824.12	93,907.96	97,987.45	102,071.32	2.350%
7/1/2022	83,575.39	87,750.74	91,934.99	96,114.80	100,290.16	104,470.00	2.350%

**SURVEYOR - Pay Grade 14**

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2016	75,709.61	79,491.86	83,280.45	87,065.23	90,847.45	94,634.78	Start
7/1/2017	77,791.62	81,677.89	85,570.66	89,459.52	93,345.75	97,237.24	2.750%
7/1/2018	79,736.41	83,719.84	87,709.93	91,696.01	95,679.39	99,668.17	2.500%
7/1/2019	81,729.82	85,812.84	89,902.68	93,988.41	98,071.37	102,159.87	2.500%
7/1/2020	83,773.07	87,958.16	92,150.25	96,338.12	100,523.15	104,713.87	2.500%
7/1/2021	85,741.74	90,025.18	94,315.78	98,602.07	102,885.44	107,174.65	2.350%
7/1/2022	87,756.67	92,140.77	96,532.20	100,919.22	105,303.25	109,693.25	2.350%

# Appendix A

APPENDIX A - PHYSICIAN'S FORM  
TOWN OF STRATFORD  
HUMAN RESOURCES DEPARTMENT  
(PLEASE TYPE OR PRINT CLEARLY)

TO THE EXAMINING PHYSICIAN

THE PURPOSE OF THIS EXAMINATION IS TO DETERMINE THE CAUSE AND VALIDITY OF AN ABSENCE FROM WORK BY AN EMPLOYEE OF THE TOWN OF STRATFORD.

1 NAME OF PATIENT \_\_\_\_\_ AGE \_\_\_\_\_ SEX \_\_\_\_\_

2 HOME ADDRESS OF PATIENT \_\_\_\_\_

3 DATE OR DATES OF EMPLOYEE ABSENCE(S) \_\_\_\_\_

4 DATE AND HOUR OF YOUR FIRST EXAMINATION OR TREATMENT AND ALL SUBSEQUENT TREATMENT

5 GIVE NATURE AND EXTENT OF ILLNESS OR INJURY AS FOUND ON EXAMINATION AND STATE YOUR OBJECTIVE FINDINGS:

6 PATIENT WILL BE ABLE TO RESUME REGULAR WORK ON \_\_\_\_\_

7 IF PATIENT IS UNABLE TO RETURN TO WORK AT THIS TIME, PLEASE ESTIMATE DURATION OF DISABILITY \_\_\_\_\_

I HEREBY CERTIFY I AM A DULY LICENSED PHYSICIAN IN THE STATE OF CONNECTICUT

DATE OF THIS REPORT

\_\_\_\_\_, M.D.

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

# Appendix B

## 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 (not 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 to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.
- If the member is not covered by Dental Amendatory Rider C (Prosthetics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:
  1. One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
  2. No benefits will be provided for the tooth replacements.
  3. Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

### ACCESSING BENEFITS

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. 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, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A.*



## DENTAL AMENDATORY RIDER B PROSTHODONTICS

The following prosthetic services are provided under Dental Amendatory Rider B:

- ♦ Denture, full and partial
- ♦ Bridges, fixed and removable
- ♦ Addition of teeth to partial dentures to replace extracted teeth

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

Anthem Blue Cross & Blue Shield of Connecticut will pay for standard procedures for prosthetic services as determined by us. For fixed bridges, we will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. We will not pay for a denture or bridge replacement, which is provided less than five years following a placement or replacement, which was covered under the contract. We also not pay for crowns splinted together for any reason.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. 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 Dentist Benefits

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider B. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## DENTAL AMENDATORY RIDER C PERIODONTICS

Periodontal services consisting of:

- † Gingival curettage
- † Gingivectomy and gingivoplasty
- † Osseous surgery, including flap entry and closure
- † Mucogingivoplastic surgery
- † Management of acute infection and oral lesions

The maximum benefit we will provide for periodontal services per person per year is \$500.00.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or fifty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in the Rider. 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, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider C. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

## 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 \$1500.00 per member per lifetime.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross & Blue Shield of Connecticut will pay sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. 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, we will pay to the member the lesser of sixty percent of the dentist's charge or sixty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider D. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

# Appendix C

## Full Dental Plan

The Full Dental Plan is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

### Covered services include:

- ↓ Oral Examinations
- ↓ Periapical and bitewing x-rays
- ↓ Topical fluoride applications for those under age 19
- ↓ Prophylaxis, including cleaning, scaling and polishing
- ↓ Repair of 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 the 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 Dental Amendatory Rider A.

### ACCESSING BENEFITS:

#### Participating Dentist Benefits.

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

#### Non-Participating Dentist Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.



D1120	Additional Cleaning (Prephyseal) - In Addition to the Two Cleanings (Prephyseal) Allowed Per Calendar Year	\$45.00		Additional Cleaning (Prephyseal) - In Addition to the Two Cleanings (Prephyseal) Allowed Per Calendar Year	\$45.00
D1121	Cleaning (Prephyseal) - Child (Up to 18th Birthday)	\$4.00		Cleaning (Prephyseal) - Child (Up to 18th Birthday)	\$4.00
D1122	Additional Cleaning (Prephyseal) - In Addition to the Two Cleanings (Prephyseal) Allowed Per Calendar Year	\$46.00		Additional Cleaning (Prephyseal) - In Addition to the Two Cleanings (Prephyseal) Allowed Per Calendar Year	\$46.00
D1123	Typical Fluoride Application - Child (Up to 18th Birthday) (Limited to 2 Per Calendar Year, There is a Combined Limit of 4 Total of Two Diets and/or Combined Limit of 2 Per Calendar Year)	\$4.00		Typical Fluoride Application - Child (Up to 18th Birthday) (Limited to 2 Per Calendar Year, There is a Combined Limit of 4 Total of Two Diets and/or Combined Limit of 2 Per Calendar Year)	\$4.00
D1204	Typical Fluoride Application - Adult	Not Covered		Typical Fluoride Application - Adult	Not Covered
D1205	Typical Fluoride Application - Child (Up to 18th Birthday)	\$4.00		Typical Fluoride Application - Child (Up to 18th Birthday)	\$4.00
D1206	Typical Fluoride Application - Child (Up to 18th Birthday) (Limited to 2 Per Calendar Year, There is a Combined Limit of 4 Total of Two Diets and/or Combined Limit of 2 Per Calendar Year)	\$4.00		Typical Fluoride Application - Child (Up to 18th Birthday) (Limited to 2 Per Calendar Year, There is a Combined Limit of 4 Total of Two Diets and/or Combined Limit of 2 Per Calendar Year)	\$4.00
D1207	Parental Counseling for Control and Prevention of Oral Disease	Not Covered		Parental Counseling for Control and Prevention of Oral Disease	Not Covered
D1208	Oral Hygiene Instruction	\$2.00		Oral Hygiene Instruction	\$2.00
D1209	Oral Hygiene Instruction - For Patients in a High Risk Situation	\$4.00		Oral Hygiene Instruction - For Patients in a High Risk Situation	\$4.00
D1210	Preventive Resin Restoration in a High Risk Situation	Not Covered		Preventive Resin Restoration in a High Risk Situation	Not Covered
D1211	Preventive Resin Restoration - Standard	\$4.00		Preventive Resin Restoration - Standard	\$4.00
D1212	Space Maintainer - Fixed	\$4.00		Space Maintainer - Fixed	\$4.00
D1213	Space Maintainer - Removable	Not Covered		Space Maintainer - Removable	Not Covered
D1214	Space Maintainer - Removable - Stainless Steel	Not Covered		Space Maintainer - Removable - Stainless Steel	Not Covered
D1215	Space Maintainer - Removable - Plastic	Not Covered		Space Maintainer - Removable - Plastic	Not Covered
D1216	Reconstruction of Space Maintainer	\$4.00		Reconstruction of Space Maintainer	\$4.00
D1217	Removal of Fixed Space Maintainer	\$4.00		Removal of Fixed Space Maintainer	\$4.00
RESTORATIVE (Fillings)					
D2140	Amalgam - One Surface, Primary or Permanent	\$4.00		Amalgam - One Surface, Primary or Permanent	\$4.00
D2141	Amalgam - Two Surfaces, Primary or Permanent	\$8.00		Amalgam - Two Surfaces, Primary or Permanent	\$8.00
D2142	Amalgam - Three Surfaces, Primary or Permanent	\$12.00		Amalgam - Three Surfaces, Primary or Permanent	\$12.00
D2143	Amalgam - Four or More Surfaces, Primary or Permanent	\$16.00		Amalgam - Four or More Surfaces, Primary or Permanent	\$16.00
D2144	Amalgam - Four or More Surfaces, Primary or Permanent	\$16.00		Amalgam - Four or More Surfaces, Primary or Permanent	\$16.00
D2145	Resin-Bond Composite - One Surface, Anterior	\$4.00		Resin-Bond Composite - One Surface, Anterior	\$4.00
D2146	Resin-Bond Composite - Two Surfaces, Anterior	\$8.00		Resin-Bond Composite - Two Surfaces, Anterior	\$8.00
D2147	Resin-Bond Composite - Three Surfaces, Anterior	\$12.00		Resin-Bond Composite - Three Surfaces, Anterior	\$12.00
D2148	Resin-Bond Composite - Four or More Surfaces or Inlay or Onlay (Anterior)	\$16.00		Resin-Bond Composite - Four or More Surfaces or Inlay or Onlay (Anterior)	\$16.00
D2149	Resin-Bond Composite - One Surface, Posterior	\$4.00		Resin-Bond Composite - One Surface, Posterior	\$4.00
D2150	Resin-Bond Composite - Two Surfaces, Posterior	\$8.00		Resin-Bond Composite - Two Surfaces, Posterior	\$8.00
D2151	Resin-Bond Composite - Three Surfaces, Posterior	\$12.00		Resin-Bond Composite - Three Surfaces, Posterior	\$12.00
D2152	Resin-Bond Composite - Four or More Surfaces, Posterior	\$16.00		Resin-Bond Composite - Four or More Surfaces, Posterior	\$16.00
D2153	Resin-Bond Composite - Four or More Surfaces, Posterior	\$16.00		Resin-Bond Composite - Four or More Surfaces, Posterior	\$16.00
D2154	Resin-Bond Composite - Four or More Surfaces, Posterior	\$16.00		Resin-Bond Composite - Four or More Surfaces, Posterior	\$16.00
CROWN AND BRIDGE - All charges for crown and bridge are per tooth. Each replacement or substitution tooth, with or without band, is a unit. A unit is a tooth, including root, post, abutment or cantilever. Remountment Limit: 4, every 3 years.					
D2155	Cast Metal - One Surface	\$50.00		Cast Metal - One Surface	\$50.00
D2156	Cast Metal - Two Surfaces	\$100.00		Cast Metal - Two Surfaces	\$100.00
D2157	Cast Metal - Three Surfaces	\$150.00		Cast Metal - Three Surfaces	\$150.00
D2158	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2159	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2160	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2161	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2162	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2163	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2164	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2165	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2166	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2167	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2168	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2169	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2170	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2171	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2172	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2173	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2174	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2175	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2176	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2177	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2178	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2179	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2180	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2181	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2182	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2183	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2184	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2185	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2186	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2187	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2188	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2189	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2190	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2191	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2192	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2193	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2194	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2195	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2196	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2197	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2198	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2199	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00
D2200	Cast Metal - Four or More Surfaces	\$200.00		Cast Metal - Four or More Surfaces	\$200.00



















Procedure	Procedure (Emergency) Treatment of Dental Pulp - Minor	Procedure (Emergency) Treatment of Dental Pulp - Major	Code
09720	Final Pulpal Dressing (Sealing)	Final Pulpal Dressing (Sealing)	NO COVER
09740	Office Visit - AMF Regularly Scheduled Hours	Office Visit - AMF Regularly Scheduled Hours	\$60.00
	MISCELLANEOUS SERVICES		
09872	External Bleaching - Per Arch	External Bleaching - Per Arch	\$175.00
	<p>This max contains all the materials of an assembly from the Manufacturer furnished within the Current Dental Terminology. A composite of materials provided by the American Dental Association. The American Dental Association does not endorse any composite which are not included in the current publication.</p>		
09875	Internal Bleaching - Per Arch	Internal Bleaching - Per Arch	\$175.00
	<p>This max contains all the materials of an assembly from the Manufacturer furnished within the Current Dental Terminology. A composite of materials provided by the American Dental Association. The American Dental Association does not endorse any composite which are not included in the current publication.</p>		
09876	Internal Bleaching - Per Arch	Internal Bleaching - Per Arch	\$175.00
	<p>This max contains all the materials of an assembly from the Manufacturer furnished within the Current Dental Terminology. A composite of materials provided by the American Dental Association. The American Dental Association does not endorse any composite which are not included in the current publication.</p>		

APPENDIX D

SICK LEAVE FOR EMPLOYEES HIRED PRIOR TO THE IMPLEMENTATION OF THE  
JULY 1, 2003 -JUNE 30, 2007 COLLECTIVE BARGANING AGREEMENT

SECTION 2-22.2 DEFINITIONS

For the purpose of this Division, the following words and phrases shall have the meanings respectively ascribed to them by this Section.

Contagious Disease -A disease ruled as subject to quarantine defined by the Health Authority having jurisdiction.

Medical Certificate -A written statement signed by a registered practicing physician, certifying to the period of disability of the patient while he or she was undergoing professional treatment.

Sick Leave -The absence from duty of of an employee because of illness, exposure to contagious disease, or attendance upon a member of his immediate household seriously ill and requiring the care or attendance of such employee.

Sick Leave Pay -Pay, wages, or other remunerations that may be payable to an employee of the Town while on Sick Leave as herein defined.

Vacation -That period of freedom, rest, or diversion for the employee from his regular duties that may be granted in accordance with any Town or Department Rule or Regulation which now exists or which shall be promulgated at any time hereafter.

SECTION 2-22.3 GENERALLY

No employee of the Town shall receive any salary or wages or other remuneration from the Town unless he or she shall carry on the duties of his or her office or employment in the operation of Municipal Affairs unless it be during the period of a regularly scheduled vacation or during a period for which he or she may be granted a Leave of Absence, with pay, except, he or she may be entitled to the same by virtue of an accumulation of Sick Leave Days which would entitle him or her to Sick Leave with pay in accordance with the Provisions of this Division.

SECTION 2-22.4 AMOUNT OF SICK LEAVE FOR WHICH EMPLOYEES ELIGIBLE

Each employee shall have unlimited Sick Leave provided that no continuous Sick Leave shall extend for a period of more than a year and a day.

SECTION 2-22.5 APPLICABILITY OF SICK LEAVE BENEFITS; SICK LEAVE DURING  
PROBATIONARY PERIOD



Unlimited Sick Leave Benefits does not become applicable until the Probationary Period of 3 months has elapsed. During the Probationary Period, Sick Leave may be accrued or used at the rate of one day per month of service. This section has been modified by Section 9.1 A of Article 9 -Sick Leave.

#### SECTION 2-22-6 ABSENCE FOR A PORTION OF A DAY

Absence for a fraction or a part of a day that is chargeable to Sick Leave in accordance with this Division shall be charged proportionately in an amount not smaller than one-half of a day.

#### SECTION 2-22.7 GROUNDS FOR GRANTING SICK LEAVE

An employee eligible for Sick Leave with Pay shall be granted Sick Leave for the following reasons:

- A) Personal illness or physical incapacity, except, as otherwise provided in this Division.
- B) The illness of a member of the employee's household that required the employee's personal care and attention for a period of three days only.
- C) Enforced quarantine of the employee in accordance with community health regulations.
- D) The death of a member of the employee's immediate family for a period of three days only.

#### SECTION 2-22.8 WHEN EMPLOYEES NOT ENTITLED TO SICK LEAVE

No employee shall be entitled to any Sick Leave Pay when such Leave is caused by an injury received during self-employment or any form of remuneration or employment by any other individual, agency, partnership, firm or corporation.

#### SECTION 2-22.9 AUTHORITY OF TOWN MANAGER

Sick Leave may be authorized by the Town Manager for other member of an employee's immediate household than those mentioned in Section 2-22.2 at his discretion.

#### SECTION 2-22.10 REDUCTION IN COMPENSATION WHEN EMPLOYEE ELIGIBLE FOR WORKMAN'S COMPENSATION BENEFITS

An employee receiving Sick Leave with Pay who simultaneously receives compensation under Workman's Compensation Laws shall receive for the duration of such Compensation only that portion of his regular pay which will, together with such compensation, equal his regular pay:

SECTION 2-22.11 REPORT OF ABSENCE TO DEPARTMENT HEAD DAILY  
DEPARTMENTAL REPORT TO PAYROLL DEPARTMENT

All Sick Leave Absences must be reported to Department Heads by absent employees immediately, who in turn shall report to Payroll Department daily so that Payroll Records will record all absences, whether paid or unpaid.

SECTION 2-22.12 MEDICAL CERTIFICATE PREREQUISITE TO APPROVAL OF  
SICK LEAVE EXCEEDING THREE DAYS

Sick Leave Pay in excess of three consecutive working days for reasons of personal illness or physical incapacity shall be approved upon presentation of a medical certificate within forty-eight hours of his return to work, certifying that the employee's condition prevented him from performing the duties of his position. Appropriate forms for such a statement will be furnished by the Finance Department. This paragraph is modified by Section 6.5 of Article 6 Sick Leave.

The Town Manager may, at his or her sole discretion, require an employee to supply a medical certificate for one (1), two (2) or three (3) days sickness if he or she believes that the employee is abusing Sick Leave or Non-Service-Connected Injury Leave.

Any abuse of Sick Leave shall result in appropriate disciplinary action.

SECTION 2-22.13 REVIEW OF SICK LEAVE CLAIMS EXCEEDING TEN DAYS

All claims for Sick Leave covering ten or more days shall be reviewed by the Finance Committee.

SECTION 2-22.14 USE OF FUNDS NOT PAID TO EMPLOYEES BECAUSE OF  
UNAUTHORIZED ABSENCES

All monies not paid employees because of absences not within the scope of these regulations shall be available for employment of substitutes, at the discretion of the Town Manager.

SECTION 2-22.15 CONVERSION OF ACCUMULATED SICK LEAVE TO TERMINAL  
PAY UPON EMPLOYEE'S RETIREMENT

When an employee of the Town shall be retired on Pension, all unused Sick Leave accumulated as of March 31, 1960, shall be converted to Terminal Pay on a basis of each three days of unused Sick Leave equal one day of Terminal Pay.



Lumenos

# Appendix E

## Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

### Your Lumenos HSA Plan

#### First - Use your HSA to pay for covered services:

##### Health Savings Account

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

#### Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

- \$3,400 individual coverage
- \$6,750 family coverage

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

#### Plus - To help you stay healthy, use:

##### Preventive Care

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

##### Preventive Care

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

#### Plus -

##### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility.

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

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

Health Account + Bridge = Deductible

##### Bridge

Your Bridge responsibility will vary.

##### Annual Deductible Responsibility

In Network and Out of Network Providers

- \$2,000 individual coverage
- \$4,000 family coverage

#### If needed -

##### Traditional Health Coverage

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

##### Traditional Health Coverage

After your Bridge, the plan pays:

- 100% for in-network providers
- 80% for out-of-network providers

##### Additional protection:

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

##### Annual Out-of-Pocket Maximum

In-Network Providers

- \$3,000 individual coverage
- \$6,000 family coverage

Out-of-Network Providers

- \$5,000 individual coverage
- \$10,000 family coverage

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

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



# Lumenos HSA Plan Summary

## Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers.

**Healthy Lifestyles Online:** All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

**Enroll in ConditionCare:** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

## Summary of Covered Services

### Preventive Care

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

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

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

#### Immunizations:

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

#### Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

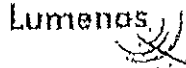
Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

#### Immunizations:

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

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

Stratford  
CGHSA4492 NGF (Eff. 07/16)



# Lumenos HSA Plan Summary

## Summary of Covered Services (Continued)

### Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

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

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 300 visits per member per calendar year, 120 can be used for home health aide
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT and chiropractic services limited to a combined total of 90 visits per member per calendar year.
- Speech therapy limited to a separate 75 visits per member per calendar year
- Foot Orthotics are covered
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

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


Retail (30 day supply)	Mail Order (90 day supply)
\$ 5 Tier 1 copayment	\$ 5 Tier 1 copayment
\$25 Tier 2 copayment	\$50 Tier 2 copayment
\$40 Tier 3 copayment	\$80 Tier 3 copayment

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

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

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

Anthem. 


Lumenos 

## Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

Anthem. 

Lumenos 

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent Members of the Blue Cross and Blue Shield Association. \* Registered marks Blue Cross and Blue Shield Association. \* LUMENOS is a registered trademark.

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

Stratford  
CGHSA4492 NGF (EFF. 07/16)

# Town of Stratford: Lumenos HSA \$2000-\$4000

Coverage Period: 07/01/2015 – 06/30/2017  
 Coverage for: Individual/Family | Plan Type: CDHP

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.anthem.com](http://www.anthem.com) or by calling 1-800-233-4947.

Health Savings Account Contribution for 2017: **\$3,400** Individual/**\$6,750** Family

Important Questions	Answers	Why this Matters:
What is the overall deductible?	<b>\$2,000</b> Single/ <b>\$4,000</b> Family for In-Network Provider. <b>\$2,000</b> Single/ <b>\$4,000</b> Family for Non-Participating Provider. In-Networks Provider and Non-Participating Provider deductibles are combined. Satisfying one helps satisfy the other.	You must pay all the costs up to the deductible amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. <b>\$3,000</b> Single/ <b>\$6,000</b> Family for In-Network Provider <b>\$5,000</b> Single/ <b>\$10,000</b> Family for Non-Participating Provider. In-Network Provider and Non-Participating Provider out-of-pocket are combined. Satisfying one helps satisfy the other.	The out-of-pocket limit is the most you could pay during a policy period for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Certain costs for prescription drugs are not covered, Pre-Authorization Penalties, Premiums, Balance-Billed Charges and Health Care This Plan Doesn't Cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).  
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.anthem.com](http://www.anthem.com) or call 1-800-233-4947 to request a copy.

**Town of Stratford: Lumenos HSA \$2000-\$4000** Coverage Period: 07/01/2016 – 06/30/2017  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Individual/Family | Plan Type: CDHP

Is there an overall annual limit on what the plan pays?	No. This policy has no overall annual limit on the amount it will pay each year.	The chart starting on page 3 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a network of providers?	Yes. See <a href="http://www.anthem.com">www.anthem.com</a> or call 1-800-233-4947 for a list of Network Providers.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No, you do not need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).  
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Page 2 of 11



**Town of Stratford: Lumenos HSA \$2000-\$4000**  
**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Coverage Period: 07/01/2016 – 06/30/2017  
 Coverage for: Individual/Family | Plan Type: CDHP



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use In-Network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider		Your Cost If You Use an Non-Participating Provider		Limitations & Exceptions
		0% Coinsurance after deductible	0% Coinsurance after deductible	20% Coinsurance after deductible	20% Coinsurance after deductible	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% Coinsurance after deductible	0% Coinsurance after deductible	20% Coinsurance after deductible	20% Coinsurance after deductible	none
	Specialist visit	0% Coinsurance after deductible	0% Coinsurance after deductible	20% Coinsurance after deductible	20% Coinsurance after deductible	none
	Other practitioner office visit	0% Coinsurance after deductible	0% Coinsurance after deductible	20% Coinsurance after deductible	20% Coinsurance after deductible	none
	Preventive care/screening/immunization	No Cost Share	No Cost Share	20% Coinsurance after deductible	20% Coinsurance after deductible	none
If you have a test	Diagnostic test (x-ray, blood work)	0% Coinsurance after deductible	0% Coinsurance after deductible	20% Coinsurance after deductible	20% Coinsurance after deductible	none
	Imaging (CT/PET scans, MRIs)	0% Coinsurance after deductible	0% Coinsurance after deductible	20% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).  
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**Town of Stratford: Lumenos HSA \$2000-\$4000**  
 Summary of Benefits and Coverage: What this Plan Covers & What It Costs

Coverage Period: 07/01/2016 – 06/30/2017  
 Coverage for: Individual/Family | Plan Type: CDHP

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider		Your Cost If You Use a Non-Participating Provider		Limitations & Exceptions
		Deductible	Coinsurance	Deductible	Coinsurance	
If you need drugs to treat your illness, or condition	Generic drugs	\$5 copay after deductible \$5 copay mail order after deductible	20% Coinsurance after deductible			Retail: 30 day maximum Mail order: 90 day maximum
	Preferred brand drugs	\$25 copay after deductible \$50 copay mail order after deductible	20% Coinsurance after deductible			Retail: 30 day maximum Mail order: 90 day maximum
	Non-preferred brand drugs	\$40 copay after deductible \$80 copay mail order after deductible	20% Coinsurance after deductible			Retail: 30 day maximum Mail order: 90 day maximum
More information about prescription drug coverage is available at <a href="http://www.anthem.com/P/harmacyinformation">www.anthem.com/P/harmacyinformation</a>	Specialty drugs	\$40 copay after deductible \$80 copay mail order after deductible	20% Coinsurance after deductible			Retail: 30 day maximum Mail order: 90 day maximum
	Facility fee (e.g., ambulatory surgery center)	0% Coinsurance after deductible	20% Coinsurance after deductible			none
	Physician/surgeon fees	0% Coinsurance after deductible	20% Coinsurance after deductible			none
If you have outpatient surgery	Emergency room services	0% Coinsurance after deductible	20% Coinsurance after deductible			none
	Emergency medical transportation	0% Coinsurance after deductible	20% Coinsurance after deductible			none
If you need immediate medical attention						

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).  
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.anthem.com](http://www.anthem.com) or call 1-800-233-4947 to request a copy.

**Town of Stratford: Lumenos HSA \$2000-\$4000**  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2016 - 06/30/2017  
 Coverage for: Individual/Family | Plan Type: CDHP

Common Medical Event	Services You May Need	Your Cost If You		Limitations & Exceptions
		Use an In-Network Provider	You Use a Non-Participating Provider	
If you have a hospital stay	Urgent care	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Facility fee (e.g., hospital room)	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
If you have mental health, behavioral health, or substance abuse needs	Physician/surgeon fee	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Mental/Behavioral health outpatient services	Mental/Behavioral Health Facility Visit - Facility Charges 0% Coinsurance after deductible	Mental/Behavioral Health Facility Visit - Facility Charges 20% Coinsurance after deductible	none
	Mental/Behavioral health inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
	Substance abuse disorder outpatient services	Substance Abuse Facility Visit - Facility Charges 0% Coinsurance after deductible	Substance Abuse Facility Visit - Facility Charges 20% Coinsurance after deductible	none
	Substance abuse disorder inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
If you are pregnant	Prenatal and postnatal care	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Delivery and all inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).  
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**Town of Stratford: Lumenos HSA \$2000-\$4000**  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2016 - 06/30/2017  
 Coverage for: Individual/Family | Plan Type: CDHP

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider		Your Cost If You Use a Non-Participating Provider		Limitations & Exceptions
		0%	20%	0%	20%	
If you need help recovering or have other special health needs	Home health care	0% Coinsurance after deductible	20% Coinsurance after deductible	0%	20%	Coverage is limited to 300 visits per member per calendar year. 120 of these can be home health aide visits.
	Rehabilitation services	0% Coinsurance after deductible	20% Coinsurance after deductible	0%	20%	Coverage is limited to a combined 90 visit limit for PT/OT and Chiropractic per member per calendar year. A separate 75 visit limit applies for ST per member per calendar year.
	Habilitation services	0% Coinsurance after deductible	20% Coinsurance after deductible	0%	20%	All rehabilitation and habilitation visits count towards your rehabilitation limit.
	Skilled nursing care	0% Coinsurance after deductible	20% Coinsurance after deductible	0%	20%	Coverage is limited to 120 visits per member per calendar year. Prior Authorization Required.
	Durable medical equipment	0% Coinsurance after deductible	20% Coinsurance after deductible	0%	20%	none
	Hospice service	0% Coinsurance after deductible	20% Coinsurance after deductible	0%	20%	Limitations may vary by site of service. You should refer to your formal contract of coverage for details.
If your child needs dental or eye care	Eye exam	No cost share	20% Coinsurance after deductible	0%	20%	none
	Glasses	Not covered	Not covered	Not covered	Not covered	none
	Dental check-up	Not covered	Not covered	Not covered	Not covered	none

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# Town of Stratford: Lumenos HSA \$2000-\$4000

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2016 – 06/30/2017  
Coverage for: Individual/Family | Plan Type: CDHP

## Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Long-term care
- Routine foot care
- Dental care (adult)
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric surgery
- Infertility treatment
- Non-emergency care when traveling outside the U.S.
- Hearing aids
- Most coverage provided outside the United States. See [www.bcbs.com/bhncardwardwide](http://www.bcbs.com/bhncardwardwide)
- Private-duty nursing
- Acupuncture
- Routine eye care (adult)

## Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-233-4947. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.hhs.gov](http://www.hhs.gov).

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).

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**Town of Stratford: Lumenos HSA \$2000-\$4000**  
**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Coverage Period: 07/01/2016 – 06/30/2017  
Coverage for: Individual/Family | Plan Type: CDHP

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact:

ATTN: Appeals  
P.O. Box 1038  
North Haven, CT 06473-4201

A consumer assistance program can help you file your appeal. Contact  
Connecticut Office of the Healthcare Advocate

P.O. Box 1543  
Hartford, CT 06144  
(866) 466-4446

[www.ct.gov/cha](http://www.ct.gov/cha)  
[healthcareadvocate@ct.gov](mailto:healthcareadvocate@ct.gov)

Or Contact:  
Department of Labor's Employee Benefits  
Security Administration at  
1-866-444-EBSSA (3272) or  
[www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

### Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Questions: Call 1-800-233-4947 or visit us at [www.aetna.com](http://www.aetna.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.aetna.com](http://www.aetna.com) or call 1-800-233-4947 to request a copy.

**Town of Stratford: Lumenos HSA \$2000-\$4000**  
**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Coverage Period: 07/01/2016 – 06/30/2017  
Coverage for: Individual/Family | Plan Type: CDHP

**Language Access Services:**

Si no es miembro todavía y necesita ayuda en idioma español, le ayudamos que se ponga en contacto con su agente de ventas o con el administrador de su grupo. Si ya está inscrito, le rogamos que llame al número de servicio de atención al cliente que aparece en su tarjeta de identificación.

如果您是非會員並需要中文協助，請聯絡您的銷售代表或小組管理員。如果您已參保，則請使用您 ID 卡上的號碼聯絡客戶服務人員。

Kung hindi ka pa miyembro at kailangan ng tulong sa wikang Tagalog, mangyaring makipag-ugnayan sa iyong sales representative o administrator ng iyong pangkat. Kung naka-enroll ka na, mangyaring makipag-ugnayan sa serbisyo para sa customer gamit ang numero sa iyong ID card.

Doo bee a'tah ni pigoo ei dooda'y shukia adoo'woi ituzinigo. Paa dine k'gungo, Paa shoodi ba na'ahni ya sidahi bich'i naabiditina. Ei doo buigla dzago ni ba'nggo ho'atagui bich'i hodini. Hatdaq ita'nggo eiya, Paa shoodi dine ya a'ah halne'igi ni beesh bee hane'i w'qia' bi'ki si'atigui b'ke'nggo bich'i hodini.

*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).

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**Town of Stratford: Lumenos HSA \$2000-\$4000**  
**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Coverage Period: 07/01/2016 – 06/30/2017  
 Coverage for: Individual/Family | Plan Type: CDHP

**About these Coverage Examples:**

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

**Having a baby**  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,540
- Patient pays \$2,000

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
<b>Total</b>	<b>\$2,000</b>

**Managing type 2 diabetes**  
(routine management of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,400
- Patient pays \$2,000


**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
<b>Total</b>	<b>\$2,000</b>

**Note:** These numbers assume the patient is participating in our diabetes wellness program. If you have diabetes and do not participate in the wellness program, your costs may be higher. For more information about the diabetes wellness program, please contact 1-800-233-4947.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).  
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.anthem.com](http://www.anthem.com) or call 1-800-233-4947 to request a copy.



**Town of Stratford: Lumenos HSA \$2000-\$4000**  
**Summary of Benefits and Coverage: What this Plan Covers & What It Costs**

Coverage Period: 07/01/2016 – 06/30/2017  
 Coverage for Individual/Family | Plan Type: CDHP

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Coinurance	\$0
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## Town of Stratford: Lumenos HSA \$2000-\$4000

Summary of Benefits and Coverage: What this Plan Covers & What It Costs

Coverage for: Individual/Family | Plan Type: CDHP

Coverage Period: 07/01/2016 – 06/30/2017

### Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com).

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LETTERS OF UNDERSTANDING

	Proposed Cost Accounting System	June 17, 1987
	Reorganization of the Sanitation Division	February 25, 1985
	Condominium Pick-up Refuse	April 1, 1987
	Proposed Cost Accounting System	June 17, 1987
94-7	Boothe Park Overtime	February 25, 1993
94-10	Maintenance of Selected Ballfield	May 11, 1992
94-12	Pension Payback Procedure	March 17, 1992
94-14	Snow & Ice Control	January 31, 1991
94-17	Recycling Program	November 30, 1989
94-32	WPC Overtime Procedure	August 25, 1980
94-35	Painting Agreement	August 31, 1979
94-38	WPC Overtime (Line Crew)	April 12, 1994
94-39	WPC Overtime (Station Crew)	September 9, 1983
94-41	Overtime	November 20, 1991
94-43	High School Graduation Set Ups	November 30, 1993
94-44	Recycling Program	June 26, 1992
94-46	Painting Issue	June 22, 1990
99-01	Golf Course/Snow Removal	January 28, 1999
2018-01	Replaces:	June 6, 2018
00-01	Booth Park Reorganization	August 17, 2000
00-02	Short Beach Golf Course	January 11, 2000
17-01	Deductions While Out of Work on Workers Compensation	October 2, 2017
18-01	Job Descriptions, Educational Requirements	July 20, 2018

TOWN OF STRATFORD CONNECTICUT  
LETTER OF UNDERSTANDING RELATIVE TO PROPOSED COST ACCOUNTING  
SYSTEM

The Public Works Union and the Town agree to the following relative to the Town's proposed Cost Accounting System:

Members of the Bargaining Unit shall fill out the following sections of the computer sheet:

1. Description section (date, sheet number, supervisor number, division number, description, location, account code and job number).
2. Labor Section (pay rate and hours of work). The supervisor shall be expected to fill out the labor section in the event that an employee leaves the crew or if an additional employee joins the crew. (the supervisor is not available, the person filling out the form sheet shall fill in this information).
3. Output Section (Oob status code).
4. The employee shall properly sign the format sheet.
5. This system shall be implemented as of 6/22/87
6. This system and this form shall supplant all other systems and forms currently in use.
7. If either party feels that changes in the foregoing are necessary or that additions to the foregoing system are necessary, the parties shall meet to discuss such and make such changes and additions as are mutually agreed upon.
8. The Union agrees to withdraw the Grievance currently before the Connecticut State Board of Mediation and Arbitration concerning the matter of Cost Accounting.

June 17, 1987  
For Local 134

For the Town

LETTER OF UNDERSTANDING  
 between  
 THE TOWN OF STRATFORD  
 and  
 INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
 TECHNICAL ENGINEERS, LOCAL 134

The Town of Stratford and Local 134, I.F.P.T.E. agree to the following relative to the 1985 REORGANIZATION OF THE SANITATION DIVISION of the Public Works Département.

1. Effective February 25, 1985, the Division shall be reorganized to provide for the existing thirty seven (37) positions in the following classifications:

<u>Present Staffing</u>	<u>Effective February 25, 1985</u>						
Superintendent	P.G.	23	1	Superintendent	P.G.	23	1
Foreman II	P.G.	17	1	Foreman II	P.G.	17	1
Trans. Stat.				Trans Stat			
Rec. Clk	P.G.	12	1	Weighmaster	P.G.	13	1
				Trans. Stat.			
				Attendant	P.G.	11	1
				Collector II	P.G.	12	9
Collector II	P.G.	12	10	Collector I	P.G.	10	24
Collector I	P.G.	10	24	Total			37
Total			37				

2. The current sanitation route structure shall be reduced from seven (7) to five (5). Assigned to those routes, on a seniority basis, shall be one (1) Collector II and three (3) Collector I's.

3. To each sanitation truck and grass truck will be assigned, on a seniority basis, a back-up driver who will not be able to refuse driving assignments, if he is the least senior. (Also see item #17).

4. Spare Collector I and II's will be assigned the following duties in the following order:

- a. replacements for absenteeism on sanitation routes
- b. staffing grass and leaf trucks during that season
- c. perform other related duties as assigned by the Sanitation Superintendent or the Director of Public Works within any division of the Public Works Department. (i.e. may also augment sanitation routes, washing, waxing, gas vehicles, general cleanup, not all inclusive).

5. Hours of Work

- a. Employees assigned to sanitation routes - completion of sanitation route.
- b. Spare employees during January, February, and March - completion of last sanitation route (when last truck returns to the Public Works Department).
- c. Spare employees during April - December - completion of grass route.

6. Special Collections

- a. Hot Lunch Program -- current practice of overtime to continue.
- b. All other public buildings shall be assigned as part of a regular sanitation route.

7. Grass Overtime Collection

If grass collection pick-ups are needed on Saturdays because such collections cannot be completed Monday through Friday, such collection may be done on the following Saturday or an overtime basis; provided, however, that the Town shall schedule a minimum of five Saturdays for the spare employees in compensation for not working the following holidays. (Christmas, New Years, Martin Luther King, Lincoln and Washington's Birthday). Good Friday when it falls in March. This guaranteed compensation to begin in 1986.

- 8. Only regular employees will be used as drivers for both sanitation and grass routes. Spare Collector 1's shall be used to:
  - a. ensure full manning for sanitation routes as set forth in Item #4 herein
  - b. manning grass routes as set forth in Item #4 herein
  - c. shortages beyond #1 and #2 will be addressed with "helpers".

- 9. All the terms of Article III Section 2, sub-section 4, shall remain in full force and effect.

- 10. In consideration of the above, the Town agrees that it shall refrain from contracting out sanitation services for the duration of the existing contract (July 1, 1982 -- June 30, 1985).

- 11. The Town agrees not to contract out any sanitation services from June 30, 1985 through December 9, 1985. The parties agree that within 30 days prior to December 9, 1985, that the Town and the Union will meet to start negotiating a possible extension of the nine month period of time in which no sanitation services shall be contracted out by the Town.

- 12. Should sanitation services be contracted out some time after December 9, 1985, the Town agrees to give the Union 90 days notice prior to the effective date of such contracting out.

- 13. The Town shall not demand any changes in the organizational structure of the Sanitation Division for the life of the Successor Agreement, effective July 1, 1985.

- 14. The Town plans to equip each of the trucks, assigned to sanitation routes, with two-way radios as soon as possible -- subject to budgetary approval.

- 15. The Town agrees to continue the practice of assigning a mechanic when three or more trucks work on a Saturday.

- 16. The Town shall provide the Union with charts specifying the location and streets assigned to each of the daily routes. The parties further agree to meet within 30 days after February 25, 1985 for the purpose of balancing out routes and this shall be done with the mutual agreement of the parties.

17. Long term back-up driver assignments on sanitation or grass routes (a week or longer) will be offered first to the senior qualified Collector I regardless of route assignment.

FOR THE TOWN

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DATE

FOR THE UNION

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DATE

1994 LETTER OF AGREEMENT

THE TOWN OF STRATFORD  
and  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND  
TECHNICAL ENGINEERS, LOCAL 134

The Town of Stratford and Local 134, IPFTE, AFL/CIO agree to the following relative to the reorganization of the Sanitation Division of the Public Works Department effective on the date of the Interest Arbitration Award Case No. 9293-MBA-168.

8. The current sanitation route structure shall be reduced from five (5) to four (4). Assigned to those routes, on a seniority basis, shall be one (1) Sanitation Driver and two (2) Sanitation Collectors.

\_\_\_\_\_  
FOR THE TOWN

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



BETWEEN LOCAL 134  
AND TOWN OF STRATFORD

REVISED AGREEMENT ON CONDOMINIUM PICK-UP-REFUSE

Replaces Agreement dated April 1, 1987

All Stratford condominium refuse shall be picked up (serviced) by the Sanitation Division Personnel, including all Collector I & II & Foreman. Total of 34 Personnel.

Condominium collection will be included in the normal scheduling of daily collection with other Stratford residents.

The previous overtime cost of \$12,000.00 - average \$353.00 per man to be increased to \$500.00 per man, distributed equally, effective July 1, 1990.

Condominium collection schedule is as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday
430				Dearfield Woods Silver Lane	Tudor Ridge East Main
432 Tide Harbor		California St.	Booth St.		
433		Stoneleigh Success Hill	Patterson Ave.		
434 Elm St.		Hollister St.	Longbrook		Hickory Woods
438 Oceanview/ Short Beach		Village Sq.			

GRASS CREWS

All grass crews  
Will route, Tuesday

Urban  
Williams - Thursday -

Stelmetz - Thursday -

Breakwater Keys  
Beach Drive

Far Mill

Oronoque Shore  
Hawley Glen  
Harbor Woods

The parties shall renegotiate this Agreement when three or more additional condominium pickup sites are added to the 23 such sites provided for in this Agreement.

\_\_\_\_\_

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\_\_\_\_\_

TOWN OF STRATFORD  
CONNECTICUT  
LETTER OF UNDERSTANDING

RELATIVE TO  
PROPOSED COST ACCOUNTING SYSTEM.

The Public Works Union and the Town agree to the following relative to the Town's proposed Cost Accounting System:

Members of the Bargaining Unit shall fill out the following sections of the computer sheet:

1. Description section (date, sheet number, supervisor number, division number, description, location, account code and job number).
2. Labor Section (pay rate and hours of work). The supervisor shall be expected to fill out the labor section in the event that an employee leaves the crew or if an additional employee joins the crew. If the supervisor is not available, the person filling out the form sheet shall fill in this information.
3. Output Section (job status code).
4. The employee shall properly sign the format sheet.
5. This system shall be implemented as of 6/22/87
6. This system and this form shall supplant all other systems and forms currently in use.
7. If either party feels that changes in the foregoing are necessary or that additions to the foregoing system are necessary, the parties shall meet to discuss such and make such changes and additions as are mutually agreed upon.
8. The Union agrees to withdraw the Grievance currently before the Connecticut State Board of Mediation and Arbitration concerning the matter of Cost Accounting.

June 17, 1987

For Local 134

For the Town

94-7

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF STRATFORD  
AND  
INTERNATIONAL FEDERATION OF TECHNICAL AND PROFESSIONAL ENGINEERS, LOCAL 134

The Town of Stratford and Local 134 agree to allow labor grade 5 in the Parks Division of Public Works to participate in scheduled overtime work at Longbrook Park performing caretaker duties which was formerly carried out solely by labor grades 2 and 3. It is further agreed to allow labor grades 6, 7 and 8 to participate in scheduled overtime work at Boothe Park and Roosevelt Forest formerly carried out by solely labor grades 9 and 10. At a meeting held in the Parks Garage on January 29, 1993 it was agreed, by majority vote of Parks Division employees to accept this proposal which will apply to Parks Division employees only. This shall not change any other Park crew leader's duties or responsibilities according to the present Local 134 contract.

delete  
include  
from  
done

Dated: February 4, 1993

FOR THE TOWN:

*[Signature]*  
*[Signature]*

FOR LOCAL 134:

*[Signature]* President 2-23  
*[Signature]* Secretary  
2-23

MEMORANDUM OF UNDERSTANDING 94-10

The Public Works Union, IFPTE, Local 134, and the Town of Stratford agrees to the following with respect to the maintenance of selected ballfields by volunteers associated with Town recreational leagues:

1. That the participating Leagues will be responsible for preparing fields for league play at the following locations:

North End, (1)	Stonybrook, (1)	Clover, (1)
High Park, (2) and	Short Beach, (1)	

Such preparatory work shall be limited to, raking the infield and pitcher's mound areas; filling holes and depressions; demarcating foul lines, base paths and batter's boxes; litter control and trash removal; and other basic groundskeeping tasks associated with maintaining the fields in good playing condition, unless otherwise excluded by virtue of this agreement.

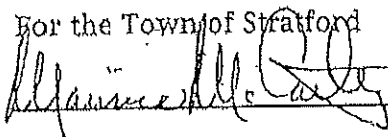
2. That the participating Leagues will not perform grass cutting to the extent that the work is currently being performed by bargaining unit members. It is the understanding of both parties that volunteers may assist in trimming, edging and weeding around fences, backstops, and other areas as may be appropriate to maintain the fields in an attractive, well-groomed condition.
3. That the participating Leagues will not be responsible for the pre-season reconditioning and/or rehabilitation of the above-referenced fields; it being understood that such work is the responsibility of bargaining unit members employed in the Parks Division,
4. That Public Works will continue to perform line-marking and other preparatory work on a scheduled basis. It shall be understood that the initial line-marking will be performed by Public-Works personnel.

That the participating Leagues may undertake various improvements, including the installation of additional fencing, the erection of scoreboards, and the construction of dugouts, to enhance the appearance of the fields, provided that such work will be undertaken by volunteers and such improvements will be constructed to Town specifications. It shall be further understood that in the event the Leagues are unable to furnish volunteer labor to perform such work, then said improvements will be constructed by the most economical means. Quotations will be secured and the Bargaining Unit will be given first right of refusal to match or better the low bid. The long-term maintenance of these structures shall remain the responsibility of the Town, and such maintenance work as may be required shall be performed by bargaining unit personnel, unless otherwise provided for by existing or subsequent agreements.

That the Union agrees that this work, to the extent to which it conforms with the letter and spirit of this Agreement, shall not be the subject of any future grievance.

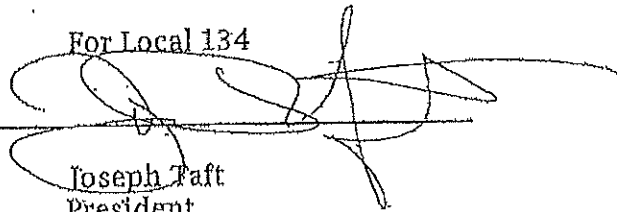
Rewritten 15 June 2018 (No changes made from original document 11 May 1992)

For the Town of Stratford



Maurice McCarthy, Jr.  
Director of Public Works

For Local 134



Joseph Taft  
President

Date 15 JUNE 18

94-12

TOWN OF STRATFORD

EMPLOYEE PENSION CONTRIBUTION PAYBACK PROCEDURE

DECEMBER 16, 1991

- I. Laid off employees must be refunded their pension contributions plus interest (Stratford Town Code 25-29, A).
- II. Employees recalled from layoff will be offered the opportunity to buy back "past service"
  - 1. Employees will be given two (2) weeks from the report back to work date to decide whether or not to buy back past service.
  - 2. If employee wishes to buy back past service, he/she must pay back the refunded pension monies (contribution plus interest), plus 5% interest from the date the employee reports back to work to the date of repayment.
  - 3. The employee has eighteen (18) months, from the date the employee decides to buy back past service, to pay back refunded pension monies to the Town.
  - 4. Pay back of refunded pension monies, to the Town, will be in the form of a lump sum payment.
  - 5. Pension pay back option is forfeited if employee fails to make the repayment to the Town within the specified eighteen (18) month repayment period.

*Charles W. ...*  
 President  
*Milford S. ...*  
 Secretary

March 17, 1992  
 DATE

TOWN

*J. ...*

3/17/92  
 DATE

LETTER OF UNDERSTANDING  
BETWEEN  
THE PUBLIC WORKS EMPLOYEES ASSOCIATION  
AND  
THE TOWN OF STRATFORD

94-14

Public Works Union and the Town of Stratford agree to the following as a  
agreement to standard operating procedure with respect to snow and ice.

Effective for the period of December 15, 1990 through March 31, 1991  
ice employees (comprised of 2-Highway Division and 1-Parks Division)  
will be assigned to a first response to early morning snow and ice  
complaints. Overtime will be adjusted accordingly.

On or about December 1st of each year, a memo will be posted in the  
Highway and Parks Divisions for individuals to sign as volunteers for  
his early shift. Selection will be based on classification and  
seniority.

The present practice of assigning two men per truck for snow plowing  
will be discontinued. Drivers will now perform plowing operations  
without a rider. In compensation for the discontinuance of this past  
practice, all drivers will be paid at the rate of double time for all  
overtime while performing snow plowing and sanding operations. This  
applies only to those individuals who are assigned to snow plowing  
vehicles such as trucks and loaders. All other employees assigned to  
operations related to snow and ice control including mechanics or  
salting and sanding personnel, will be paid at the rate of  
time-and-a-half for all overtime hours worked with the exception of  
holiday hours, which will be paid at the rate of double time.

THE TOWN:

*Walter J. Brennan*  
*Paul H. Quinn*

FOR LOCAL 134:

11/31/91  
*Franklin W. Garrow*  
*Cladatus*  
*Michael*  
*John*  
*Michael*

12/21/90

94-17

LETTER OF UNDERSTANDING  
WITH RESPECT TO  
THE RECYCLING PROGRAM

The Public Works Union and the Town of Stratford agree to the following with respect to the Town's implementation of a recycling program:

1. In the event of a phase-out of the Town's recycling program, the employees currently assigned to recycling shall return to their former positions within the Sanitation Division.
2. Employees assigned to the recycling program shall work eight hour shifts when engaged in recycling operations, as per the attached job description. On non-recycling days, the employees assigned to the recycling program shall work as regular sanitation collectors.
3. In the event that the recycling program expands to a five day per week schedule, the position of Recycling Driver/Collector shall be open to renegotiation.
4. Recycling collection methods, schedules and routes are subject to change, due to the experimental nature of the Pilot Recycling Program.
5. Employees assigned to the recycling pilot program shall have a two week grace period, during which the employee may decide to return to his former position without penalty.
6. When a regular Recycling Driver/Collector is absent, alternates shall be selected from the Sanitation Division on the basis of seniority. The least senior employee shall fill the vacancy.
7. Sanitation collectors serving as alternates shall receive an increment in pay as well as overtime for hours worked in the recycling program after 12:00 P.M.

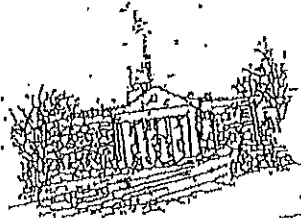


8. A Saturday scheduled for a recycling collection shall be considered the fifth working day, with no right of work refusal for the employees assigned to the recycling program.

*Timothy McCarroll*  
For the Union  
*John J. Ingers*  
*Charles Seale*  
*Michael J. Debra*

*Edward J. Ferraro*  
For the Town  
*William J. Roberts*

Date: NOV. 30th 1989



94-32

TOWN OF STRATFORD  
CONNECTICUT

LETTER OF UNDERSTANDING  
between  
THE TOWN OF STRATFORD  
and  
THE PUBLIC WORKS ASSOCIATION

This letter acknowledges the revision of the Letter of Understanding dated 12/12/75 covering the weekend overtime working procedure in the Water Pollution Control Facility as follows:

- 1) No circle or night differential for weekend overtime.
- 2) Overtime scheduled for a (6) month period.
- 3) Overtime posted once a month.
- 4) A call-in list of 12's and 13's and call-in list of 14's and 15's posted by seniority and clearly showing priority as to whom is to be called first.
- 5) Record of call-ins dated, showing refusals and overtime accepted.
- 6) When two parties have swapped and one party is out sick, the swap holds and the overtime of the party out sick shall be filled through the weekend list.
- 7) People will be able to swap overtime when being on vacation or comp time.
- 8) Persons on long term sick leave shall be replaced through weekend list. Long term sick leave shall be for this list of agreement only, on time in excess of 15 working days.
- 9) Overtime can only be given away or traded once, (if a person accepts to work a given shift and then cannot work, the overtime will be distributed by a monitor from the list).
- 10) A 14 or 15 working as a 13 will swap or give up his shift to a 14 or 15 only. If he is out sick or on vacation, the 14 or 15 will go to the 14 and 15's list.

Town and Local 134

Letter of Understanding

- 11) A current emergency call-in list will be posted by monitors.
- 12) All changes (give-aways, swaps) in overtime list will be completed by Thursday P. M. following its Monday posting.
- 13) All changes in posted overtime list will be changed by a monitor (no exceptions).
- 14) Overtime will apply to all present union positions as of this date.

This Letter of Understanding shall be part of the Agreement dated August 25, 1980.

David Carver  
For the Union

John P. Byrne  
For the Town

Date 8/25/80

94-35

LETTER OF UNDERSTANDING

between the

TOWN OF SEBAECOM

and

PUBLIC WORKS EMPLOYEES ASSN.

It is agreed that painting and refinishing work on and in the town's public buildings will be performed by the employees in the Painter position in the Building Maintenance Division of the Public Works Department.

However, it is understood that the painting of, including but not limited to, bandages, bleed-through and cancer shall continue to be performed by Parks Division employees at the direction of the Superintendent of P.

Based on the above, the union withdraws Case No. 7679-A-816 from arbitration.

David C. Cope  
For the Union

John R. B...  
For the Town

Date 3/31/79

m. m. m.  
94-38

TOWN OF STRATFORD  
M E M O R A N D U M

DATE: April 12, 1994  
TO: Local 134 Executive Board  
FROM: Mike Hudzik  
SUBJECT: WPCA Line Crew Overtime

As we discussed today, the procedure for distribution of WPCA Line Crew overtime has been in place since the line crew transferred to the Water Pollution Plant in 1989 and it follows the contract language. In the event that overtime is needed for the WPCA line crew, members of that crew will be called on the basis of classification and seniority. They should there still be a need for more people, the Water Pollution management will ask people within the division, again on the basis of classification and seniority. Finally, should it be necessary to have more individuals called, once all qualified WPC employees have been given the chance for the overtime, it will then go to the Highway Division to fill any vacancies for the overtime. The Union agrees to drop grievance number 013-94 as the result of this memo.

cc: M. Barnhart  
J. Obernesser  
R. Branton  
A. Craig

94-39

LETTER OF UNDERSTANDING  
BETWEEN  
LOCAL 134, IFFTE  
AND  
TOWN OF STRATFORD

In consideration of the following grievance #A32-81 is hereby withdrawn from arbitration:

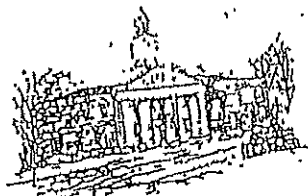
- 1. When a Holiday falls on a Monday or a Friday, the Station Crew at the Water Pollution Control Plant, shall be scheduled to work either Saturday or Sunday at double time.
- 2. When a Holiday falls on a Tuesday through Thursday, the Station Crew may not be scheduled to work.

The foregoing constitutes full and final settlement of the above mentioned grievance.

[Signature]  
For the Town Date 4/9/83

Pres. David Carpio  
For Local 134 Date

94-41



TOWN OF STRATFORD  
CONNECTICUT  
06417

MEMORANDUM OF AGREEMENT

between

TOWN OF STRATFORD  
and

PUBLIC WORKS UNION, LOCAL 134, I.F.P.T.E.

The Town of Stratford and I.F.P.T.E., Local 134 agree to the following as a final and complete resolve of Grievance #0091-A-1047:

1. The provisions of Article III, Section 3.8.5 dealing with the computing of Emergency overtime pay, specifically such provision dealing with the crediting of an additional 30 minutes, shall not be applicable when overtime payment is made under the provisions of Article III, Section 3.9 which provides for a minimum of four hours of overtime pay, unless and until such employee called back under the provisions of said 3.9, works four or more hours as a result of such call back.
2. The Town agrees to pay each grievant, L. Tompkins and W. Kotzady, at their option, one-half hour of cash or compensatory time at the rate of time and one-half.
3. The Union agrees to withdraw the above stated grievance.

*[Signature]*  
FOR THE TOWN

DATE 11/20/91

*[Signature]*  
FOR THE UNION

DATE 11/20/91

*[Signature]*  
FOR THE TOWN

*[Signature]*  
FOR THE UNION  
11-20-91

11/30/93

*[Handwritten signature]*

94-43

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOCAL #134 IFTUE  
TOWN OF BERARFORD

In full and complete resolution to grievance 020-92, State of Connecticut Case # 9293-A-192, the Union agrees to stipulate this agreement with the State Board of Mediation and Arbitration. All employees who signed the grievance shall receive 2 hours compensatory time. Additionally, for future set-ups of high school graduations, the Union and the Town agree that any Bargaining Unit work will be done by Local #134 employees. Local #134 employees shall be made available to fill the needs of the Board of Education Request. All other activities including chair and table set up that are not specifically the responsibility of Public Works, shall be the responsibility of the Board of Education and will be performed at the Board of Education's pleasure by whomever the wish.

FOR THE TOWN

*[Handwritten signature]*  
*[Handwritten signature]*

\_\_\_\_\_

DATE: 11/30/93

FOR LOCAL #134

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

DATE: 11/30/93



M.L. [unclear] 11-87

94-44



TOWN OF STRATFORD  
CONNECTICUT  
06457

PUBLIC WORKS DEPARTMENT  
50 PATTERSON AVENUE  
STRT 06455-4049

LETTER OF UNDERSTANDING  
BETWEEN  
TOWN OF STRATFORD AND IEPTE LOCAL #134  
RELATIVE TO GRIEVANCE #013-92 AND  
LETTER OF UNDERSTANDING WITH RESPECT TO  
THE RECYCLING PROGRAM

The Public Works Union IEPTE Local #134 and the Town of Stratford agree to the following as settlement of item #3 of the Recycling Program Grievance #013-92:

- All recycling driver/collectors will be given the same stipend afforded to the sanitation drivers and collectors as outlined in the revised agreement on condominium pick-up - refuse effective July 13, 1988 or subsequent agreements. This stipend will be granted in return for the added workload of picking up school and public building recyclables.
- The recycling driver/collector position shall remain at previously agreed to Grade IV. The union understands it retains the right to reclassification under the contract should future conditions dictate.
- The town will investigate the potential for an air scoop on local roads; if technically feasible, they will be installed.
- When a spare collector is available to fill in vacancies, priority will be given to the recycling route over a sanitation route. Regularly scheduled sanitation collectors will not be affected by this agreement.

Letter of Understanding  
Relative to Grievance #012-92  
and the Recycling Program

6. The stipend for all recycling driver/collectors will be effective  
January 1, 1992 and will be paid in December, 1992.

William R. [Signature]  
William R. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

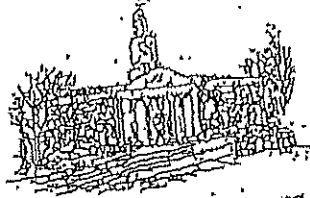
Charles [Signature]  
Milford [Signature]  
[Signature]  
[Signature]

DATE: June 26, 1992

203758527

KARL HEWES

(94-46)



# TOWN OF STRATFORD CONNECTICUT

## MEMORANDUM OF AGREEMENT

TOWN OF STRATFORD

LOCAL #134, I.P.T.E.

Case No. 8889-A-310

(A hrs. overtime for painters, Grievance #021-88)

The Union withdraws this grievance with the understanding that the Town will, in the future, comply with the Letter of Understanding dated August 11, 1979 unless an exception is mutually agreed. This Memorandum of Agreement is in effect as long as there is a pactum. ~~classification or classification that is specifically designated to perform painting.~~ *APD RPD 6/22/90*

FOR THE TOWN

*[Signature]*

FOR THE UNION

*[Signature]*

DATE:

6/22/90

99-01\*

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LOCAL #134 IPWFE  
TOWN OF STRATFORD

The Town of Stratford and Local #134 IPWFE agree that the Local #134 employees assigned to the Golf Course shall be included in all snow removal operations of the Parks Division of Public Works. This means that these individuals will be available to the Parks Division for all snow operations and shall be afforded overtime in accordance with Parks general call out for snow emergencies. Golf Course personnel shall not need to be a part of the supplemental list for back up shovellers and plow drivers.

FOR THE TOWN

[Signature]

\_\_\_\_\_

\_\_\_\_\_

DATED: 1/28/99

FOR LOCAL #134

[Signature] - sec

[Signature]

[Signature]

DATED: 1/28/99



Memorandum of Understanding  
Between  
The Town of Stratford and Local 134 IFPE

6 June 2018

#2018 - 1

This Memorandum of Understanding takes the place of MOU's 2000 - 1 and 2000 - 2.

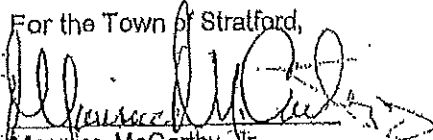
The Town of Stratford and Local 134 agree to the following:

- 1) One (1) new position for a Crew Leader (pay grade 9) and two (2) Laborers (pay grade 2) will be created at the signing of this agreement. These three (3) positions are to work Monday through Friday, 12 noon to 8 PM in assigned to the Parks Division, in any part of the Town and perform any duties as described in their respective job descriptions. These positions will be posted as required by other Articles and Sections of the current Written Agreement. If no one bids for the positions they will be filled open competitively as per the current Written Agreement.
- 2) The parties agree to amend Section 4.2D of the current Written Agreement to increase the shift differential from \$0.65 to \$1.00 per hour for those employees who work the second shift. It is hereby understood that those employees who work the third shift shall continue to receive an additional \$1.10 per shift differential. Said shift differential shall become effective upon execution of this agreement.
- 3) The positions of Park Service Supervisor, also known to the parties as Caretaker of Boothe Park and the Park Ranger at Roosevelt Forest were previously held by bargaining unit-employees of the Union. If the Town of Stratford reestablishes a position performing the duties such as those previously performed by the Caretaker of Boothe Park or Park Ranger at Roosevelt Forest those positions will be bargaining unit positions filled in accordance with the agreement between the parties.

(2)

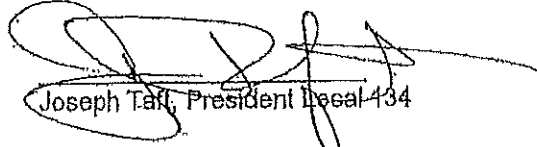
- 4) It is agreed by the Town and Local 134 that the current Memorandum of Understanding titled 2000 - 2 dated 11 January 2000 is canceled and replaced by the following language "the position of Greensman 2 will be eliminated and a second position of Gardener will be created for the Parks Division. This position will normally work at the Golf Course and will be a pay grade 6. The occupant of this position must hold an Applicators License, issued by the D.E.E.P. to qualify for the position.
- 5) It is agreed that maintenance work performed at official events (Soccer, Baseball, Football, other Board of Education events or any other rental sports events) at the following locations - Bunnell High School Football Field, DeLuca Baseball Field, Penders Football Field will continue to be performed by members of the Parks Division. Maintenance performed shall be, but not limited to opening gates, field preparation, opening press boxes, turning on lights opening and cleaning restrooms and emptying trash barrels. Local 134 agrees to withdraw Grievance # 15-08 without prejudice or precedent.

For the Town of Stratford,

  
Maurice McCarthy, Jr

Date: 7 JUNE 18

For Local 134,

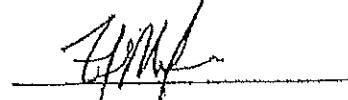
  
Joseph Taft, President Local 134

Date: 6-7-18

Witness:

  
\_\_\_\_\_

Date: June 7, 2018

  
\_\_\_\_\_

Date: 6-7-18

02-03



# TOWN OF STRATFORD

CONNECTICUT  
06615

## MEMORANDUM

To: File

From: Dorinda Borst, Human Resources Manager

Date: January 11, 2005

Re: Insurance Coverage for Local 134

For historical purposes and to outline the history of the transition of health insurance coverage on February 1, 2003, this memo is being placed in the Collective Bargaining Agreement between the Town of Stratford and Local 134:

On February 1, 2003 the Town transitioned its health care plan from Healthnet to Anthem Blue Cross and Blue Shield. It was attempted to duplicate the coverage provided to the union members as agreed upon in the collective bargaining agreement, with no coverage lost.

On 8-1-03 a grievance (2002-03) was filed by the union contending that there were 27 items that were not covered in the new Anthem Health Care Plan that were previously covered in the Healthnet Plan. Those items are in the attached memo.

The Town settled the grievance by agreeing to match the 27 items outlined in the memo and to reimburse any member \$1,000 who was required to pay out of pocket expenses for out of state coverage. See attached.

APPENDIX B - Insurance  
 SUMMARY OF BENEFITS, (Continued)  
 PHS 10-500 POINT of Service Insurance Plan

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Inpatient Care</b>                      Real-Private Room and Board                      Physician Services                      Special-duty Nursing                      Restorative Physical &amp; Occupational Therapy and X-ray                      Inpatient days per medical condition</p>	<p>\$500 per Admission (1) and                      No cost                      No cost (2)                      \$500 per Admission (1) and</p>	<p>PHS pays 70% of hospital charges                      PHS pays 70% of X-ray                      PHS pays 70% of X-ray                      PHS pays 70% of X-ray up to a                      maximum of \$1,000 per year</p>
<p><b>Vision Care</b>                      Routine Eye Exam                      Medical Care for Disease or Injury to Eye                      Prescription Eyeglasses, Contact Lenses, Sunglasses (less than \$100)                      Allowance of \$100 per year for contact lenses                      Allowance of \$100 per year for contact lenses                      Allowance of \$100 per year for contact lenses</p>	<p>Not Covered                      \$25 Copayment                      \$25 copayment for purchase of                      contact lenses</p>	<p>Not Covered                      PHS pays 70% of X-ray                      PHS pays 70% of X-ray                      PHS pays 70% of X-ray</p>
<p><b>Mental Health Care</b>                      Up to 30 out-patient visits each calendar year                      Up to 10 days each calendar year for acute phases of mental illness at a PHS-approved facility                      Up to 10 days each calendar year for acute phases of mental illness at a PHS-approved facility</p>	<p>100 copayment per visit                      \$500 per Admission (1,2) and                      \$100 per Admission (1,2) and</p>	<p>PHS pays 70% of cost up to a maximum of \$1,000 per calendar year (1)                      PHS pays 70% of PHS approved facilities (2)                      PHS pays 70% of PHS approved facilities (2)</p>
<p><b>Drug/Alcohol Addiction</b>                      Outpatient medical treatment for the diagnosis, treatment, and maintenance of alcoholism up to 18 days each calendar year                      Outpatient medical treatment for the diagnosis, treatment, and maintenance of alcoholism up to 18 days each calendar year</p>	<p>100 copayment per visit                      \$500 per Admission (1,2) and</p>	<p>PHS pays 70% of PHS approved facilities (1)                      PHS pays 70% of PHS approved facilities (1)</p>
<p><b>Home Health or Hospice Care</b>                      Physician Home calls                      Home health care when skilled nursing is required                      Hospice care</p>	<p>No cost                      No cost (2)                      \$500 per Admission (1,2) and</p>	<p>PHS pays 70% of X-ray                      PHS pays 70% of X-ray                      PHS pays 70% of X-ray</p>
<p><b>Other Services</b>                      Civil Strategy                      Portable Medical Equipment - Discontinuation Available on purchase or rental of equipment</p>	<p>Covered for inpatient and out-patient surgery &amp; anesthesia at PHS-approved facilities only                      Covered for inpatient and out-patient surgery &amp; anesthesia at PHS-approved facilities only</p>	<p>Covered for ALBAK plan only</p>
<p><b>Emergency Care</b>                      At Physician's Office                      At Hospital Emergency Room</p>	<p>100 Copayment                      175 Copayment</p>	<p>100 Copayment                      175 Copayment</p>

\* When number is not deductible, PHS pays 70% of the first \$1,000 of covered expenses, \$1,500 yearly and loss of balance up to PHS allowed amount. If 100% of the total deductible shall be paid by the town. For 1500 & 2100 deductible - town shall pay 100% of the deductible.



## APPENDIX B - INSURANCE SUMMARY OF BENEFITS PMS 10-500 Point of Service Insurance Plan

It/Options offers you the opportunity to use either the network of non-network health care providers such like you want additional care, and still receive benefits for covered services.  
 In-network services means that you are only covered for services and benefits when they are provided or performed by a PMS participating physician. In case physician who does not belong to PMS (non-network), you must have advance written prior approval from PMS (unless it is a true medical emergency) to receive full payment. If you are not a non-network provider and receive a lower level of benefits after paying a deductible, your participation is required along with claim forms which must be submitted to PMS for payment. An additional 50% penalty is applied whenever a member does not complete pre-authorization process.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
<b>Financial</b> Deductibles MAX. out-of-pocket cap (Does not include charges in excess of allowed amount or non-covered services) MAX. Lifetime Benefit per Member	None None Unlimited	\$250 Single, \$500 Family ** \$100 Single, \$200 Family ** \$1,000,000
<b>Prescription Drugs</b> (over-the-counter)	\$1.00 Copayment up to \$1,000 maximum per member per calendar year - (1)	\$1.00 Copayment up to \$1,000 maximum per member per calendar year. (2)
<b>Preventive Care</b> Physical Examinations (Adults and Children) Immunizations Routine Pediatric Care. Routine Gynecological care & Family Planning	\$10 Copayment No Cost \$10 Copayment \$20 Copayment	Covered in Network only Covered in Network only Covered in Network only Covered in Network only
<b>Maternity &amp; Infertility Care</b> Pre-natal & Post-natal (from effective date of PMS coverage) Hospital Expenses for Mother & Child Infertility Services	\$0 Cost \$10 per admission (1,2) ** \$0 Copayment	PMS Pays 70% of Cost * PMS Pays 70% of Hospital charges * Covered at 70% of Cost **
<b>Outpatient Care</b> Physician office visits X-rays & Laboratory tests Physical & occupational therapy, including chiropractic care; 200 up to 30 visits per year. Cancer rehabilitation for up to 30 visits per year Speech therapy; for up to 30 consecutive days Allergy & Reactions Diagnostic procedures and/or surgery performed in a hospital or outpatient surgical care	\$10 Copayment No Cost \$10 Copayment per visit \$10 Copayment per visit (1) \$10 Copayment per visit \$0 if PMS Cost \$200 Copayment (1) **	PMS Pays 70% of Cost * PMS Pays 70% of Hospital charges * PMS Pays 70% of Cost * PMS Pays 70% of Cost for up to 30 consecutive days * Covered at 50% of Cost * PMS Pays 70% of Hospital charges *

\* After member meets deductible, PMS pays 70% of the first \$2,000 of covered expenses; 70% Family and 80% of balance up to PMS allowed amount. \*\* \$100 & \$200 deductible - you shall pay 100% & 25% of the total deductible shall be paid by the town. Ex: \$100 & \$200 deductible - you shall pay 100% & 25% respectively.

APPENDIX B - Insurance  
SUMMARY OF BENEFITS, (Continued)  
PHS 10-500 Point of Service Insurance Plan

FOOTNOTES:

- (1) Applied to annual hospital copayment of \$1,000 per member or \$2,000 per family per calendar year. \*\* 75% underwritten by Town.
- (2) This maximum includes all newborn costs, even if newborn requires continued hospitalization after mother is discharged.
- (3) When approved in advance by PHS Medical Director.
- (4) Excluded from coinsurance limit.
- (5) Included in the Prescription Drug coverage is the Catastrophic Drug Rider which is applicable after \$1000 Drug expense plus \$300 deductible and payable at 80/20 thereafter.

You are covered for emergencies anywhere in the world. If the situation is life-threatening, go straight to the nearest hospital's emergency room. If at all possible, call your PHS primary care physician. Please be sure it is a true emergency; however, many people go to the emergency room for things like colds, sore throats, coughs and fevers because it is convenient. While none of these problems constitutes an emergency, you are covered for all of them through a visit to your physicians office. You are responsible for any emergency room charges when it is not an emergency.

General Exclusions:

You are not covered for physical exams for employment, insurance, school, premarital requirements of summer camp (unless substituted for a normal physical exam) prescription drugs and some injectable dispensed by a physician in his or her office; dental services unless provided by a rider to the PHS Subscriber Contract; routine exams (no illness or injury diagnosed), eyeglasses, or contact lenses unless provided by a rider to the PHS Subscriber Contract; hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery; unless medically necessary; custodial services; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

PHS will not duplicate any benefits to which members are entitled under workers compensation, No-fault, Medicare, or other group health.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The PHS Subscriber Contracts are the final arbiter of coverage under PHS. To obtain a copy of the PHS Subscriber Contract, or be certain that you have the current version of it, please call PHS at 1-800-848-4747 in Connecticut. In greater Bridgeport, call (203)381-6400.

02-02



# MDG ASSOCIATES OF CONNECTICUT, LLC

Certified Insurance Consultants

111 Founders Plaza, Suite 1803, East Hartford, CT 06108-3257 (860) 282-1867 Fax (860) 528-0749

September 11, 2003

Mr. Michael Vidmosko  
Stratford Public Works Employees Association  
85 Bradshaw Ave.  
Stratford, CT 06614

Dear Mr. Vidmosko:

Re: Stratford Insurance plan

As per your request I am writing to you to outline the differences in the current health net plan versus the proposed Anthem plan.

First I would like to address the structural issues, which are not easily fixed: Health Net is a multi-state plan and Anthem is a single state plan. Access is provided to New York and less importantly New Jersey facilities. Secondly Anthem has an inferior out of network reimbursement mechanism MAA, as we have discussed.

On the benefit side the document (this is an insurance policy) shows almost no effort to match up the programs. A representative list of the specific issues follows:

Specific issues:

- 1) Health Net specifically covers orthotics Anthem does not
- 2) Health Net specifically covers Autologous Blood transplants Anthem does not
- 3) Health Net provides for coverage for general Anesthesia in non-Medicare facilities, Anthem does not
- 4) Health Net provides for out of network referrals on an in network basis, Anthem does not

- 5) Anthem has a dollar limitation on human organ and tissue transplants, Health net does not.
- 6) The well childcare schedule is inferior at Anthem.
- 7) The physical schedule is inferior at Anthem.
- 8) Home health care does not have a limitation at Health Net.
- 9) Speech therapy has a separate 60-day coverage in Health Net.
- 10) Health Net has an unlimited coverage for Prosthetic devices Anthem has a \$1,000 limit.
- 11) Anthem has a limitation on the cost of implant removal Health net does not.
- 12) Health Net has an unlimited maximum on the air ambulance Anthem does not.
- 13) Active employees does not have an hour limitation at Health Net, Anthem has a 30 hour per week minimum.
- 14) Anthem has late enrollee limitations in the policy Health Net does not.
- 15) Anthem has a list of non-covered mental health disorders. Health Net does not have a similar list.
- 16) Anthem excludes ambulance services for Elective Admissions to Hospital; Health Net specifically provides such coverage.
- 17) Anthem provides home health care only after release from a hospital Health Net does not have that requirement.
- 18) Anthem provides that Inpatient Coinsurance is not subject to cost share maximums. Health net has no such limit.
- 19) Anthem has limits on what is considered for Infusion therapy, Health Net does not.
- 20) Acupuncture is a covered service at Health Net and is excluded at Anthem.
- 21) Malpositions of the Jaw are excluded at Anthem and are not in the Health Net plan.
- 22) TMI is specifically covered in the Health Net plan and specifically excluded in the Anthem plan.
- 23) Anthem specifically excludes formulas for Crohn's disease Health net does not.
- 24) Anthem excludes biofeedback Health Net does not.
- 25) Exclusion ~~is~~<sup>37</sup> is not found in Health Net.
- 26) This is not an ERISA Plan.
- 27) Health net provides for no copay on Diabetes supplies, Anthem requires one.

02-9

28) The drug plan copays do not match the collective bargaining agreement

Sincerely,

Joseph A. Fields Ph.D.  
Principal

02-0

September 22, 2003

Dorinda Borov  
Town of Stratford  
2725 Main Street  
Stratford, CT 06497

Re: Stratford Public Works  
BlueCare Document

Dear Dorinda:

I am in receipt of the list of concerns put together by Joe Fields on behalf of the Stratford Public Works and have researched and addressed each issue individually. Listed below are the specific issues and the Anthem Blue Cross & Blue Shield response to each. Many of the issues are due to the fact that we did not have a Healthnet document in comparison to our plan to; therefore there were some benefits that were unintentionally omitted. Those corrections will be made as below.

As stated in our letter to you dated January 12, 2003, Anthem Blue Cross & Blue Shield is committed to meeting or exceeding the former benefit designs and service levels in place in Stratford. With your assistance and that of Bill Carew (Ovation Benefits), which we have been working diligently to interpret the former benefit design. We would also like to assure you that we are committed to correcting any benefit design that may have been interpreted incorrectly as things proceed.

We were fully aware that situations might arise where Healthnet historically covered a service that was not identified prior to the transition. In that case, with documentation on how the claim had previously been adjudicated, we will commit to modifying the benefit design to ensure that no benefit reduction takes place.

ISSUE #1

Healthnet specifically covers orthotics, Anthem does not.

Response:

Anthem will match Healthnet's coverage.

ISSUE #2

Healthnet specifically covers autologous blood transplants, Anthem does not.

Response:

Anthem standardly covers autologous blood transplants for six different clinical diagnoses; however, in order to match the benefits formerly in place with Healthnet, this exclusion will be removed from the Anthem document.

ISSUE #3

Healthnet provides coverage for general anesthesia in non-Medicare facilities, Anthem does not.

Response:

Anthem Blue Cross & Blue Shield covers general anesthesia in the hospital setting when medically necessary. We are unclear as to what this issue refers to.

**ISSUE #4**

Healthnet provides for out of network referrals on an in network basis, Anthem does not.

**Response:**

The program in place in Stratford is a BlueCare Point of Service plan and does not require referrals for specialist services.

**ISSUE #5**

Anthem has a dollar limitation on human organ and tissue transplants, Healthnet does not.

**Response:**

Anthem Blue Cross & Blue Shield will remove our standard \$1,000,000 in-network lifetime maximum on transplant services.

**ISSUE #6**

The well child care schedule is inferior at Anthem.

**Response:**

Anthem will match the well child care schedule.

**ISSUE #7**

The physical schedule is inferior at Anthem.

**Response:**

Anthem will match the physical schedule.

**ISSUE #8**

Home health care does not have a limitation at Healthnet.

**Response:**

Home health care under this plan does not have a limitation. There are no maximums identified in the contract. All services are subject to medical necessity.

**ISSUE #9**

Speech therapy has a separate 60-day coverage in Healthnet.

**Response:**

Speech Therapy does not have a limit under this plan. There are no maximums or limitations identified in this contract. All services are subject to medical necessity.

**ISSUE #10**

Healthnet has an unlimited coverage for prosthetic devices, Anthem has a \$1,000 limit.

**Response:**

Prosthetics are covered in full under this plan. Services are not subject to a dollar maximum.

**ISSUE #11**

Anthem has a limitation on the cost of implant removal, Healthnet does not.

**Response:**

Anthem will remove the \$1,000 maximum per calendar year on removal of breast implants.

ISSUE #11

Healthnet has an unlimited maximum on the air ambulance; Anthem does not.

Response:  
Anthem will remove the \$4,000 maximum on air ambulance.

ISSUE #13

Anthem employees do not have an hour limitation at Healthnet, Anthem has a 30-hour per week maximum.

Response:  
The 30-hour reference is Anthem's standard language and will be removed from the revised document.



ISSUE #14

Anthem has late enrollee limitations in the policy; Healthnet does not.

Response:  
Healthnet did not allow for late enrollments at all. Anthem does.

ISSUE #15

Anthem has a list of non-covered mental health disorders. Healthnet does not have a similar list.

Response:  
The wording in Anthem's definition of "Mental Health Care" is taken directly from the State of Connecticut mandate. Anthem is willing to remove the exclusions listed in that definition.

ISSUE #16

Anthem excludes ambulance services for elective admissions to hospital; Healthnet specifically provides such coverage.

Response:  
Anthem is willing to remove the exclusion.

ISSUE #17

Anthem provides home health care only after release from a hospital; Healthnet does not have that requirement.

Response:  
Anthem will remove that requirement.



SENT BY, TONY DE BIRALFANO;

02-03

ISSUE #18

Anthem provides that its patient coinsurance is not subject to cost share maximums; Healthnet has no such limit.

Response:  
Anthem will remove that requirement.

ISSUE #19

Anthem has limits on what is considered for infusion therapy; Healthnet does not.

Response:  
Anthem will remove those limits.

ISSUE #20

Acupuncture is a covered service at Healthnet and is excluded at Anthem.

Response:  
Anthem will match the acupuncture coverage formerly administered by Healthnet and the changes have been made to our systems.

ISSUE #21

Malpositions of the jaw are excluded at Anthem and are not in the Healthnet plan.

Response:  
Anthem will remove that exclusion.

ISSUE #22

TMJ is specifically covered in the Healthnet plan and specifically excluded in the Anthem plan.

Response:  
Anthem will remove all references to "non-surgical" treatment of TMJ.

ISSUE #23

Anthem specifically excludes formulas for Crohn's disease; Healthnet does not.

Response:  
Anthem will remove this exclusion.

ISSUE #24

Anthem excludes biofeedback; Healthnet does not.

Response:  
Anthem will remove this exclusion.

ISSUE #25

Exclusion 77 is not found in Healthnet.

Response:  
This exclusion refers to a list of non-covered procedures. Anthem is willing to remove this exclusion.

ISSUE #26

This is not an ERISA plan.

Response:  
This was an oversight and all references to ERISA will be removed from the document.

SENT BY FAX OF SIGNATURE

02-06

ISSUE #27

Healthnet provides for no copay on diabetes supplies; Anthem requires one.

Response:

Anthem will match the Healthnet benefit. The appropriate adjustments have been made on our systems and will be reflected in the revised document.

It is my hope that we have addressed the issues and concerns of the Stratford Public Works Department in a satisfactory manner. Please feel free to contact me directly at (203) 985-7981 if you have any questions at all. I will look forward to receiving your feedback and that of the Stratford Public Works employees. As always, Anthem Blue Cross & Blue Shield would like to thank you for your confidence in choosing us as your healthcare provider.

Sincerely,

Debra Testa  
Account Executive  
Public Sector Customer Business Unit

cc Bill Carew, Ovation Benefits

02-02



# TOWN OF STRATFORD

CONNECTICUT  
08615

## MEMORANDUM

To: Michael Vidmosko, President, Local 134

Cc: Michael Reaney, Town Manager  
David LaFemina, Local 134 Representative

From: Dorinda Bork, Human Resources

Date: January 16, 2004

////////////////////////////////////  
In response to your memo and the original issue regarding the health insurance transition from Healthnet to Anthem, the following is a summarization of the concerns you noted:

- A listing of the 27 issues you had given to me was provided to Anthem for follow up to insure they would match the coverage originally afforded to the employee through the Healthnet plan. Anthem provided you with a response in September of 2003 indicating that they will match all of the benefits outlined in your listing.
- With respect to out of state services: Anthem's Blue Care Plan currently covers students living outside of the state or employees traveling outside of state that are confronted with an emergency situation. Anthem's Blue Care Plan does not cover special services offered out of state, out of network. The Town will continue to provide the Anthem Blue Care Plan, however, the town will pay directly to the provider the \$1,000 out of pocket expense that the employee would incur using those services in an 'out-of-state', 'out-of-network' situation. The Town will not pay or reimburse an employee who uses services in state, out of the Anthem network.

Hopefully, this resolves your issues concerning the Anthem Blue Care Plan. I would be happy to discuss this with you further. Please contact me at 203-385-4009 so that we can determine whether it is necessary to continue with the AAA proceedings.

17-01



## Memorandum of Understanding Deductions While Out of Work On Workers Compensation

October 2, 2017

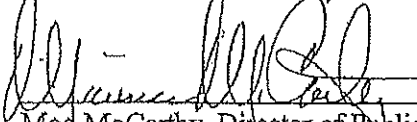
IFPTE, Local 134 (the union) and the Town of Stratford (the Town) agree to the following regarding union employees addressing payment for payroll deductions as required by the CBA and/or non CBA:

The union agrees to allow the Town and the union member to negotiate how the member will cover their deductions for various services as it relates to when a member is on paid workers compensation leave (receives payment via workers compensation State statutes).

The member is not required to have a union representative present, but can request one at any time.

This agreement is only applicable for addressing deductions while the member is receiving workers compensation pay in accordance to State statutes. This agreement does not set a precedence or practice. Both the Town and the union agree that this MOU can be reopened at the request by either party with a 30 day written notice.

For the Town of Stratford,


  
Mae McCarthy, Director of Public Works

Date: 10/11/17

Ronald Ing, Director of Human Resources

Date: 10/11/17

For Local 134,

  
Michael Vidmosko, President

Date: 9/11/17

Joseph Taft, VP

Date: 9-11-17

Memorandum of Understanding  
Job Descriptions, Educational Requirements and Related Matters

July 20, 2018

The Public Works Union IFPTE Local 134 (Union) and the Town of Stratford (Town) agree to the following regarding job descriptions, educational requirements and related matters:

1. All Public Works Department job descriptions will include, as highly desired, an educational requirement for a high school diploma or GED.
2. Connecticut Driver's License designations will be changed and updated to CDL A and CDL B to replace Class 1, 2 and 3.
3. All Public Works Department job descriptions will include snow event and weather event operations and cleanup as needed.
4. The Public Works Department Gardener job description will include a requirement to have a license apply herbicides, insecticides and fungicides, as stated in MOU #2000-1 (6):

For the Town of Stratford

\_\_\_\_\_  
Moe McCarthy, Director of Public Works

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald Ing, Director of Human Resources

Date: \_\_\_\_\_

For the Union

\_\_\_\_\_  
Joseph Taft, President

Date: \_\_\_\_\_