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**AGREEMENT**

**BETWEEN**

**THE TOWN OF STRATFORD**

**And**

**STRATFORD SUPERVISORS UNION**

**LOCAL 3804 OF COUNCIL 4**

**AFSCME, AFL-CIO**

**July 1, 2014 – June 30, 2019**

TABLE OF CONTENTS

PREAMBLE..... 3

RECOGNITION ..... 3

UNION SECURITY ..... 3

NON-DISCRIMINATION ..... 4

UNION BUSINESS ..... 5

HOURS OF WORK..... 5

ANNUAL SALARIES..... 6

HOLIDAYS ..... 8

VACATIONS ..... 8

PAID SICK AND OTHER LEAVE ..... 10

PERFECT ATTENDANCE DAYS..... 12

BEREAVEMENT ..... 13

DISABILITY INSURANCE ..... 13

MISCELLANEOUS LEAVE..... 13

FAILURE TO RETURN FROM LEAVE ..... 14

PENSIONS..... 14

INSURANCE ..... 14

LONGEVITY..... 17

SENIORITY ..... 17

DISCIPLINE ..... 18

GRIEVANCE PROCEDURE ..... 19

MANAGEMENT RIGHTS..... 20

MISCELLANEOUS..... 21

EDUCATION..... 22

SAVINGS CLAUSE..... 222

CLASSIFICATIONS/HIRING PRACTICES..... 222

PERFORMANCE EVALUATION..... 24

NO STRIKE – NO LOCKOUT ..... 24

DRUG & ALCOHOL TESTING ..... 244

DURATION..... 37

POSITIONS ELIGIBLE FOR SAFETY SHOES AND GLASSES ..... 39

## **PREAMBLE**

The following Contract, effective as of July 1, 2014, by and between the Town of Stratford, hereinafter referred to as the Town, and the Town of Stratford Supervisors' Union, Local 3804, Council #4, AFSCME, AFL-CIO hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the Town of Stratford and such of its employees who are within the provisions of this Contract, in order that more efficient and progressive public service may be rendered.

## **ARTICLE 1** **RECOGNITION**

Section 1 The Town recognizes the Union as the sole collective bargaining representative with respect to rates of pay, wages, hours of work and conditions of work, in accordance with the Certification of the Union on March 9, 1979; by the Connecticut State Board of Labor Relations as set forth in Case #ME-4779 and under the provisions of Public Act 78-375.

In addition to the above, the following positions are also included in the Agreement by the mutual agreement of the parties: Assistant Assessor, Assistant Planning Administrator, Environmental Conservation Administrator, Public Health Nurse, Public Health Nursing Supervisor, Purchasing Agent, Recreation Supervisor, Sanitarian II, Youth Services Coordinator, Director Community/Economic Development, EMS Administrator, Senior Services Supervisor, Insurance Coordinator, Assistant WPC Superintendent, Assistant Highway Superintendent, Assistant Community Development Coordinator, Town Planner., Golf Course Supervisor, Accounting Supervisor, Environmental Planner, Recycling Coordinator, Monitoring Enforcement Chemist.

The position of Health Administrator shall be eliminated from the Bargaining Unit.

The Union recognizes the Mayor and/or his/her designated representative or representatives as the sole and exclusive representative of the Town of Stratford for the purpose of collective bargaining.

## **ARTICLE 2** **UNION SECURITY**

Section 1 Each employee shall have, and be protected in the exercise of, the right to join and remain as a member of the Union free from interference, restraint or coercion.

Section 2 Each employee covered by this agreement shall be required, as a condition of continued employment, to become a member of the union or pay a service fee on or within twenty-eight (28) days of the date of hiring or the effective date of this agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accord with applicable law.

Section 3

(a) Each member of the Union shall sign a payroll deduction card authorizing the Town to deduct from the paycheck of such employee a sum certified in writing by the Secretary of the Union.

(b) The above monthly deductions shall be made on a weekly basis on the same payday of each week as specified by the Town, and the Town shall remit such deductions to the Treasurer of the Union within a reasonable period of time.

(c) The Union agrees that the Town is merely an agent in the matter of dues deduction and as such shall be held harmless for any loss or damages resulting therefrom.

Section 4 The Town shall supply each member of the Bargaining Unit with a copy of this Agreement.

Section 5 Part time, seasonal, or temporary employees are excluded from this Agreement.

Section 6 The Town shall provide the Union with updated Seniority List of its members to include the following: name, position, date of employment, pay grade and step, salary, denotation as to pension or annuity participant, eligibility to receive safety shoes and/or safety glasses (or payment in lieu thereof), date of birth, date of transfer into Union and eligibility for clothing allowance. This list shall be provided annually by April 30<sup>th</sup> and 180 days prior to the expiration date of this Contract,

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 1 The Town and the Union agree not to discriminate against any member of the Union because of race, religion, color, creed, sex, age, physical handicap, marital status, country of ancestral origin, sexual orientation or political beliefs, and affiliations.

Section 2 The Town agrees that no member of the Union shall be discriminated against, intimidated or coerced in the exercise of his/her right to bargain collectively through the Union or on account of his/her membership in or activities on behalf of the Union.

**ARTICLE 4**  
**UNION BUSINESS**

Section 1 Members of the Negotiating Committee shall receive full pay for the time spent conducting contract negotiations with the Town. The Negotiating Committee shall consist of no more than five members of the Union for purposes of this section.

Section 2 Members of the Grievance Committee shall receive full pay for time spent attending grievance hearings with the Town or the State Board of Mediation and Arbitration. The Grievance Committee shall consist of no more than three members of the Union for purposes of this section.

Section 3 The Union shall be allowed to continue its past practice of conducting meetings in the Public Works Conference Room, the Baldwin Center or Boothe Park or Birdseye Municipal Complex between the hours of eleven thirty a.m. and two p.m. not to exceed one and one half hours, or after working hours. It is understood that the internal business of the Union shall be conducted during non-duty hours.

Section 4 Union officers may be granted, with the approval of the Mayor, or his/her Department Head, release time with pay not to exceed a total of ten (10) collective days per year for purposes of representing the Union at meetings, conferences or educational programs. The Union shall provide the Human Resources Department with a list of its officers and officials at the time of their appointment or election.

**ARTICLE 5**  
**HOURS OF WORK**

Section 1 The normal working hours for members of the Bargaining Unit shall be the same as the established hours worked by other Bargaining Units within each Department or Division of the Town.

Section 2 Superintendents and Assistant Superintendents assigned to the Public Works Divisions shall have staggered starting times.

Section 3 The Town agrees to allow a flexible work schedule in accordance with the January 2, 2002 Flextime Policy and Procedures attached hereto as Appendix D. It is agreed and understood that in Appendix D, any reference to Town Manager is the Mayor or his/her designee.

Section 4 Any employee called back to work after completing his workday and leaving the job shall be granted a minimum of four (4) comp hours. See Article 6, Section 6. The

above provisions covers all compensation for emergency call back pay including mileage reimbursement.

## **ARTICLE 6** **ANNUAL SALARIES**

Section 1 All annual salaries shall be in conformance with the salary schedule attached hereto as **Appendix A**.

### Section 2

Step increases within an established range for any employee shall depend upon recommendation of merit by the Department Head and/or the Mayor or his/her designee. Increases shall be given only by certification by a Department Head and/or Mayor or his/her designee that the employee has maintained a satisfactory level of performance throughout the preceding year. For purposes of this **Section**, **merit** shall mean that an employee has received an overall rating of satisfactory or above satisfactory in the evaluation of his performance in the position. This merit consideration shall not apply to general wage increases but only to step increases.

An employee may have their probationary period considered for termination after a minimum of six (6) months. Probation may continue upon a finding by the Department Head and/or Mayor and/or the Mayor's Designee that the employee has not performed his position in a competent manner. The Department Head/Mayor/Mayor's Designee's determination shall be conveyed to the Union in Writing and shall be final and binding and not subject to the grievance process of this contract. Any such probationary extension shall not extend beyond a second six month period.

The initial step increase for any employee shall be no earlier than twelve months from the date of employment and in no case until after successful completion of their probationary period. Additional step increases shall be granted as of April 1<sup>st</sup> each year beginning the first such date that follows an employee's full calendar year of employment. Any step increase will be subject to the merit provision cited in this section. The Union shall be notified if any member is not granted a step increase and given an explanation as to why such increase was not granted.

Any person not being given a step increase in accordance with this Agreement shall be afforded an opportunity to undertake a performance improvement program decided upon by the Department Head, the Mayor or the Mayor's designee. During the course of the performance improvement program, the employee's supervisor shall make available to the Union and the Human Resources Department a quarterly report on the progress of the employee. Failure to receive an increase shall be subject to the Grievance Procedure.

### Section 3

(a) Effective and retroactive to July 1, 2014, the wage schedule in effect shall be increased by 2.6% at each step of the salary range. (See Appendix A).

(b) Effective and retroactive to July 1, 2015, the wage schedule in effect shall be increased by 2.5% at each step of the salary range. (See Appendix A).

(c) Effective and retroactive to July 1, 2016, the wage schedule in effect shall be increased by 2.5% at each step of the salary range. (See Appendix A).

(d) Effective and retroactive to July 1, 2017, the wage schedule in effect shall be increased by 2.6% at each step of the salary range. (See Appendix A).

(e) Effective July 1, 2018, the wage schedule in effect shall be increased by 2.5% at each step of the salary range. (See Appendix A).

Section 4 The Town shall continue its program of supplying safety shoes, or a payment therefore, and safety glasses for all members of the Union whose duties require them to wear such safety equipment. Those classifications eligible for safety shoes and glasses are shown on the attached list. Payment for safety shoes in the amount of \$100.00 annually will be payable to eligible members the first pay period of May.

Section 5 It is understood that salaries contained in Appendix A of this Agreement represent the total payment for all the hours worked by all members of the Bargaining Unit in the performance of their assigned duties and responsibilities of their position.

Section 6 Employees are eligible to earn a maximum of twelve (12) compensatory days ("comp days") per year.

Hours worked in excess of the normal work week shall be recorded on the weekly time sheet. Such overtime shall be authorized in advance whenever practical. The current practice of working overtime for the efficient operation of the department shall remain in effect.

Comp. hours shall be earned at a rate of one and one half times the normal work hours, except that any overtime worked on a holiday shall be earned at a rate of two times the normal work hours. No compensatory time shall be taken before it is earned,

Compensatory days are to be used within the calendar year in which they are earned. However, members may carry over compensatory days earned after December 15<sup>th</sup> into the next calendar year provided they are taken by January 31<sup>st</sup>. Members interested in this carry over option shall notify the Mayor or his/her designee in writing of that intention by January 2<sup>nd</sup>. It is understood and acknowledged that these compensatory days may not be cashed out.

Section 7 The Annual Salaries, as reflected in Appendix A, shall be paid to employees on the basis of a fifty-two (52) week year.

**ARTICLE 7**  
**HOLIDAYS**

Section 1 The following holidays shall be recognized as paid holidays for all members of the Bargaining Unit:

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	The Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 2 When one of the 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.

Section 3 Whenever one of these Holidays shall occur while an employee is on Sick Leave, the employee shall be granted an additional day off at a time mutually agreed upon by the Department Head provided said Sick Leave shall be substantiated by a doctor's certificate. The day shall be taken within the calendar year following the employees return to work. The employee will not be paid for the day in lieu of taking the additional day.

**ARTICLE 8**  
**VACATIONS**

Section 1 The vacation period shall extend from January 1<sup>st</sup> through December 31<sup>st</sup>.

All employees shall accrue vacation leave on a monthly basis under the current vacation schedule of Section 2. Such accrual shall be during the first ten-months of any calendar year and the use of such accrued vacation leave shall be limited as follows: Initial probationary employees shall not be allowed to use any vacation leave during the first six (6) months of their probationary period. Exceptions may be approved by Department Head, the Mayor or the Mayor's designee. Following the initial probationary period, employees will only be allowed to use vacation that has been accrued the preceding year.

Section 2 The current practice of advancing vacation leave shall continue for employees hired before the signing of this Agreement regardless of their date of hire.

Section 3 Each member of the Bargaining Unit shall be entitled to vacation time in accordance with the following schedule:

<u>Years of Service</u> <u>(as of December 31<sup>st</sup>)</u>	<u>Amount of Vacation</u> (as of December 31 <sup>st</sup> )
under one year	One day per each full month of service not to exceed five days
one year through four	ten days
five through eight years	fifteen days
nine years	sixteen days
ten years	seventeen days
eleven years	eighteen days
twelve years	nineteen days
thirteen years	twenty days
fourteen years	twenty-one days
fifteen years	twenty-two days
sixteen years	twenty-three days
seventeen years	twenty-four days
eighteen years	twenty-five days

In determining vacation allotments each January 1, an Employee's years of service shall be computed as though the Employee had already reached his or her service anniversary date, except for newly hired employees with less than one (1) year of service.

Section 4 Initial probationary employees shall not be allowed to use any vacation leave during the first six (6) months of their probationary period. Exceptions may be approved by the Department Head, Mayor or the Mayor's designee.

Section 5 Each member of the Bargaining Unit may, at his/her discretion, carry over up to a maximum of three (3) weeks of his/her vacation leave to the following year.

Section 6 Any member of the Bargaining Unit who is entitled to Vacation Leave at the time of his/her retirement shall be entitled to receive comparable vacation pay in lieu of such Vacation Leave.

Section 7 Vacation Leave credited during the calendar year in which the employee is separated will only be paid if the employee provides reasonable notice of such separation. Two (2) weeks shall constitute reasonable notice for the purpose of this section.

#### Section 8

a. For the purpose of this article, separation shall mean any type of termination except those made for cause, those resulting from retirement, those resulting from the resignation of an annuitant with 10 years or more of service or those resulting from death.

b. At the time of separation, as defined in Section 8a above, the Employee will be paid only those vacation days earned in the previous vacation period and such as might be due for the current vacation year on a pro-rata basis up to and including the date of his or her resignation, provided that vacation time shall not be used for the purpose of giving the two (2) week notice called for by Art. 8, section 7 of this Agreement.

## **ARTICLE 9** **PAID SICK AND OTHER LEAVE**

### **Section 1** Amount of Sick Leave

a) 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.

b) Employees hired prior to July 1, 2004 shall have the choice of being grandfathered under the existing sick leave plan listed in subsection A or opting for the new sick leave plan listed in subsection B. Employees shall make a decision as to which sick leave plan they want by June 30, 2004. Effective July 1, 2004, employees shall earn one and one quarter (1.25) days each month to a total of fifteen (15) days per year with an unlimited sick leave accumulation. Said plan includes a startup bank of one hundred and fifty (150) days. Employees are eligible to receive a lump sum cash payment, up to a maximum of eighty (80) accumulated unused sick leave days at their current rate of pay upon retirement, death, layoff or termination. The sick leave payout shall not be included in their pension calculation.

c) Employees hired on or after July 1, 2004, shall only be entitled to the Sick Leave plan listed in subsection B without the startup bank.

d) Unlimited sick leave benefits do not become applicable until the probationary period of six months has elapsed. During the probationary period, sick leave may be accrued or used at the rate of one-day per month of service or as otherwise provided by either federal or state law.

**Section 2** Absences Eligible for Use of Paid Sick Leave: Subject to limitations set forth in this Article, employees shall use accumulated paid sick leave for absences caused by:

- (a) The employee's own illness or injury causing incapacity to work;
- (b) Illness or injury causing incapacity to work or to pursue normal daily activities of the employee's parent, spouse, civil union partner or child, requiring the absence of the employee from work to provide personal care and attention;
- (c) Enforced quarantine of the employee in accordance with community health regulations.

Notwithstanding the foregoing,

(d) An employee may be denied use of accumulated paid sick leave for an absence for failing to inform his/her immediate supervisor of the absence and its cause within three days

(e) No employee may use accumulated paid sick leave for absence caused by an injury received in the course of self-employment or employment (or service for any form of remuneration) by any individual or entity other than the Town;

(f) No employee may use more than five (5) days of accumulated paid sick leave in any calendar year for absence caused as described in subsection (b) above;

(g) No employee may use accumulated paid sick leave for an absence caused as described in subsection (a) above and lasting more than three (3) consecutive scheduled workdays without submitting a certification by a health care provider affirming the employee's incapacity;

(h) An employee receiving compensation for an absence under Workers' Compensation laws shall use accumulated paid sick leave pay only at a rate which will, together with such compensation, equal his/her regular salary.

(i) An employee whose own illness or injury causes incapacity to work on days the employee is using vacation leave, shall have the option to use accumulated paid sick leave for the absence instead of paid vacation if the incapacity and its medical cause is supported by a certification by a health care provider.

(j) Sick Leave may be authorized by the Mayor or his/her designee for members of an employee's immediate household other than those mentioned in subsection (b) of this section.

### Section 3 Review of Use of Paid Sick Leave:

(a) All claims for paid sick leave covering 10 or more days shall be reviewed by the Mayor and/or his/her designee. After an employee has been absent on sick leave for six weeks, the Town may, at its sole discretion, require that the employee submit to an independent medical examination by a physician of the Town's choosing at the Town's expense.

(b) Should the Town believe that an employee has established a pattern of abusing accumulated paid sick leave, it shall notify the employee and the Union Representative that it wishes to meet concerning that matter. Should the Town believe that abuse continues following such meeting it may discipline that employee and such discipline shall be subject to the provisions of Article 15 of the Contract. As a guide, the Town will consider as abuse any suspicious pattern, 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 a holiday, or any type of pattern that can be conceived.

(c) 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.

Section 4 No non-Town Work: Under no condition, shall an employee using accumulated paid sick leave perform a job other than the job he/she holds with the Town.

Section 5 Absence for a fraction or part of a day that is chargeable to sick leave in accordance with this article shall be charged proportionately in an amount not smaller than ½ of a day.

Section 6 All requests for paid leave made under this or any other provision of this Agreement shall be considered and judged in accordance with the Family Medical Leave Act, the Town Family and Medical Leave Policy Summary and any and all other laws regarding the right to take any such leave.

## **ARTICLE 9A** **PERFECT ATTENDANCE DAYS**

Section 1 Earning Perfect Attendance Days: An employee who maintains perfect attendance during any calendar quarter (January through March, April through June, July through September or October through December) shall earn a day off, with pay. Employees who earn all four (4) days in a calendar year shall receive a bonus one (1) day of paid leave.

Section 2 Absences That Do Not Interfere With Perfect Attendance: The use of perfect attendance days, vacation, FMLA leave, bereavement leave or jury duty that is properly documented shall not break perfect attendance. Perfect attendance shall be broken by any use of non-FMLA sick leave, injury leave (workers' compensation) or unpaid leaves of absence.

Section 3 Use of Perfect Attendance Days:

(a) Leave for perfect attendance shall be available to be used in the same manner as vacation leave as soon as it is earned.

(b) The Town will pay employees for any perfect attendance days not used in the year in which they are earned in the third pay period in the immediately following January UNLESS the Employee gives notice to the Town no later than January 2 that he/she opts to reserve one or more such perfect attendance day(s) for use in the first half of the calendar year following the year in which they are earned,

(c) Perfect attendance days reserved for 6 months use may be used or cashed out, at the employee's request, by June 15, of the following calendar year. Any such days for which the Employee makes no such request. Shall be paid to the Employee by the last pay period in June.

## **ARTICLE 9B** **BEREAVEMENT**

Section 1 Death In Immediate Family: An Employee may be absent from work without loss of pay for three days in the event of a death in the Employee's immediate family, provided satisfactory proof is submitted to the employee's Department Head.

Section 2 Immediate Family Defined: Immediate Family means husband, wife, Civil Union Partner, grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt and uncle.

Section 3 Bereavement leave may be authorized by the Mayor or his/her designee in their discretion for other members of the employee's household.

Section 4 The Mayor or his/her designees may grant, at his/her discretion, additional time for death in a family.

## **ARTICLE 9C** **DISABILITY INSURANCE**

Employees may purchase short term or long term disability independently or through the Town plan through payroll deduction. Any payroll deduction payment shall be considered an IRA 125 Plan deduction.

## **ARTICLE 9D** **MISCELLANEOUS LEAVE**

Section 1 Employees called for Jury Duty shall be granted leave of absence for whatever period of time they are required to remain in attendance at the Court and shall be compensated by the Town at a rate of pay equal to the difference between the amount received for Jury Duty and the employee's regular salary. Each employee agrees to cooperate in presenting to the Court any requests that the Town deems appropriate to have such employee excused from Jury Duty.

Section 2 The Mayor or his/her designees may grant a leave of Absence, without pay, to any member of the Bargaining Unit, upon the employee's request, for a period not to

exceed one year. Upon the expiration of an approved leave of absence, such employee shall be reinstated to his position. During such Leave of Absence, such employee shall accumulate seniority. Such Leave of Absence shall not count towards pension credit. In order to accrue Pension Credit while on such authorized leave of Absence, the employee must, within one 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/she worked. (Base Pay plus Interest: Rate fixed by the Pension Board). During said Leave of Absence, the employee shall be allowed to maintain the group health and life insurance by making a direct payment to the Town for that period, one month in advance.

### **ARTICLE 9E** **FAILURE TO RETURN FROM LEAVE**

An employee who does not return to work on or before the expiration of his or her approved Leave of Absence or extension of such Leave of Absence, if there is one, will be deemed to have resigned.

### **ARTICLE 10** **PENSIONS**

Section 1 Effective January 1, 1999, the Town of Stratford Retirement Plan (Defined Benefit Retirement Plan), as revised that date, and Appendix D 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 (401a), 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 2 All present members of the Bargaining Unit who are members of the Pension Plan, shall be subject to all of the Provisions of 1971 P.A. 524 under the same terms and conditions set forth in said Public Act for Municipal Police and Fire Personnel. Any employee who is hired after August 1979 shall not be eligible for this benefit.

Section 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 (401a), updated copies of said plans as soon as possible following the approval of both plans by the Town and Union.

### **ARTICLE 11** **INSURANCE**

Section 1 The Municipality agrees to provide all employees the following medical health benefits, which shall include dependent coverage. Employees have the option of two (2) health insurance plans, a core plan and a buy up plan. The core plan is a BlueCross/Blue Shield POS Plan and the Buy-Up Plan is a Century Preferred Plan. [These<sup>[FP1]</sup> plans are effective from 7/1/14 to 2/28/18, after which date neither plan will be available to employees. The HD/HSA Plan described in Paragraphs (b), (c) and (d) hereof will be provided to employees after 2/28/18.

b. The Municipality will provide all employees and their dependents with the High Deductible Health Plan (HDHP) as outlined in Appendix E and will establish a Health Savings Account (HSA) (or HRA where applicable) for all employees who participate in the HDHP. The HDHP will have \$2,000 (single)/\$4,000 (2-person and family) deductibles. The town will contribute 50% of the deductible in March 2018 to the employee's HSA account. The town will contribute 25% of the deductible each July 1<sup>st</sup> and 25% of the deductible each January 1<sup>st</sup> to the employee's HSA account.

c. The dental plan outlined in Appendix F (Basic, A & B Riders) continues unchanged after the HDHP becomes operative.

d. The employee cost for such insurance shall be paid by the Town less the employee's co-payment. The employee premium co-payment shall be made through weekly payroll deductions. Effective July 1<sup>st</sup>, 2014 the Employee Health and Dental Contribution shall be 13%. (Employees electing coverage under the Century Preferred Plan shall pay the applicable premium co-pay computed from the section below, plus one hundred (100%) percent of the difference between the Town's billed premium cost for the Blue Care POS Plan and the cost of the Century Preferred Plan.) Effective February 19, 2018, the Employee Health and Dental Contribution shall be 14%. Effective July 1<sup>st</sup>, 2018 the Employee Health and Dental Contribution shall be 15%.

Section 2 Employees shall receive a seventy five (75%) percent reimbursement for outpatient and inpatient surgery and for hospital admissions with the Blue Care Point of Service Health Insurance Plan effective 7/1/14 to 2/28/18.

Section 3 Drugs/RX: Effective 7/1/14 to 2/28/18, the Town will be permitted to change to a standalone self-insured plan for prescription drugs; three-tier co-payment structure of \$5 generic, \$15 formulary, \$30 non-formulary with a \$2,000 annual maximum applied at the retail/mail level. Retail up to 30 days and 1 co-pay and mail order up to 100 days at 2 co-pays. Mandatory mail order for drugs available by mail after the second refill or the co-pays double at retail.

Section 4 Employees may enroll in an I.R.S. Section 125 Plan that shall make these deductions available through pre-tax dollars.

Section 5 Each employee and their enrolled dependents, through age nineteen (19), will be provided with the Full Service Dental Plan of Anthem Blue Cross and Blue Shield including Dental Rider A and B (family coverage) hereto attached as Appendix F.

Section 6 The Employees shall receive up to a two hundred (\$200) dollar reimbursement for expenses actually incurred and unreimbursed under existing insurance for his/her eye examinations lenses and/or frames, once every two (2) years.

Section 7 The Town shall make partial payments for health insurance for retired employees in accordance with the following schedule:

a. For employees who retire as a result of a normal, service connected, non-service connected disability or deferred vested retirement under the Defined Benefit Pension the post-retirement benefits are those detailed in Section XV. "Health Insurance /Prescription Drug Benefit" and Section XVI, "Life Insurance" in Appendix D of the Retirement Plan for Employees of the Town of Stratford as revised effective January 1, 1999.

b. Employees who retire as a result of a normal, service connected, non-service connected disability or deferred vested retirement under the 401 (Defined contribution) pension plan, will receive a premium cost share of 100% for the retired employee and 50% for dependents, but will receive whatever medical benefits are provided to active employees and their dependents, which benefits will change for the retirees and their dependents over time on the same basis as the such benefits may change for active employees/ dependents so as to always match the benefits afforded active employees/dependents; and

c. Upon their retirement, anyone hired after 7/1/12 will pay for their medical coverage on the same basis as active employees and will receive whatever medical coverage is enjoyed by active employees and their dependents. Both such retirees' contributory amounts and the coverage available to them and their dependents will change to match that of the active employees on an on-going basis such that the retirees and their dependents will be treated in all respects as if they were active employees for medical benefits purposes.

d. The Town will provide a term life insurance benefit of twenty-five (\$25,000) thousand dollars to employees who retire and who have not attained age seventy (70), upon attaining age seventy (70), a retiree's term life insurance will be reduced to five (\$5,000) thousand dollars.

Section 8 Group life insurance in an amount equal to one and one-half times the annual salary of each employee, computed to the nearest multiple of one thousand dollars (\$,1000), to a maximum of fifty thousand dollars (\$50,000), said maximum to be effective upon signing of this Agreement.

Section 9 For the purpose of this section, retirement shall be defined as retirement under Town of Stratford's Defined Contribution Plan or Defined Benefit Plan a combination of such plans.

**ARTICLE 12**  
**LONGEVITY**

Section 1 Effective April 1, 1988, for each calendar year, in addition to salary, each employee shall receive a longevity payment in accordance with the following schedule:

<b><u>YEARS OF SERVICE (as of 12/31)</u></b>	<b><u>LONGEVITY PAYMENT</u></b>
Six Years	300
Seven Years	330
Eight Years	370
Nine Years	400
Ten Years	425
Eleven Years	450
Twelve Years	500
Thirteen Years	550
Fourteen Years	600
Fifteen Years	650
Sixteen Years	700
Seventeen Years	750
Eighteen Years	800
Nineteen Years	850
Twenty through Twenty-four Years	900
Twenty-five Years or more	950

Section 2 Longevity payments shall be made no later than the first payday in December. Any employee who resigns or is terminated for reasons other than retirement or death shall receive a prorated longevity payment. (1/12<sup>th</sup> per month up to date of separation in the calendar year). In the event such employee should die and is not survived by a spouse, such longevity payment shall be paid to his estate.

Section 3 Employees hired after July 1, 2012 shall be eligible for longevity payments after ten (10) years of service.

**ARTICLE 13**  
**SENIORITY**

Section 1 An employee's seniority shall commence on the date he is first hired by the Town, however, the first twelve months of service shall be considered probationary. By

mutual agreement of the Town and the Union, the probationary period may be extended for a period of not more than six additional months. An employee may be considered for termination of probationary period after at least six (6) months.

Section 2 Any employee promoted into or within the Bargaining Unit will serve a three (3) month probationary or working test period. If in the opinion of the employee's supervisor, such employee is not meeting minimum performance standards of the position as described in the job description, the supervisor shall, at least fourteen (14) calendar days prior to the end of the probationary period, advise the employee and the Union President that the employee is failing the probation period. At that time, the supervisor may, at his/her discretion and based on the identified areas that need improvement, request of the Union a three (3) month extension of the probationary period. The Union must either approve or deny that request at least seven (7) calendar days prior to the end of the probationary period. If the Union denies the request, fails to provide timely notice of its response to the request or the supervisor fails to make a request for such extension, the employee will be returned to his/her former position. The employee will also return to his/her former position if the employee fails to meet the minimum performance standards of the job description and fails to improve in the areas identified as deficient during any approved extended probationary period. During the probationary period(s), the employee's supervisor shall make available to the Union and the Human Resources Department a quarterly report on the progress of the employee on a prescribed Town form.

Section 3 In any classification which is staffed by more than one employee, the sequence of layoff shall be governed by seniority.

Section 4 Any employee laid off because of elimination of position shall be given a sixty (60) calendar day notice of such action, unless the Employee is the President, Vice President, Secretary or Treasurer of the Union. In the case of the President, Vice President, Secretary or Treasurer of the Union, the Employee shall be given no less than one hundred and twenty (120) calendar days' notice of such action. Such employee shall be entitled to return to the employment of the Town in the position from which he/she was terminated within three (3) years or length of seniority whichever is the less time from the layoff date provided that the employee is able to perform the duties of the position and provided further that the employee returns to the position within four weeks after the Town forwards a notice of recall to the employee at his/her last known address.

## **ARTICLE 14** **DISCIPLINE**

Section 1 The Town shall have the right to discipline employees for just cause. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

Section 2 Except for probationary employees, all suspensions and discharges must be stated in writing with reason given and a copy given to the employee and mailed to the President and Secretary of the Union at the time of suspension or discharge.

Section 3 An employee who has completed his/her probationary period may appeal any disciplinary action through the Grievance Procedure. Any discharged employee who has completed his/her probationary period shall have the right to appeal his discharge starting at the second step of the Grievance Procedure provided that such appeal is made within five (5) days of the effective date of such action.

Section 4 Employees shall have the right to examine their personnel file during normal working hours provided they have made an appointment for such review. Warning letters shall be disregarded and shall not be used as the basis for any further disciplinary action by the Town provided there has been no reoccurrence of a similar incident for the twelve (12) months following the date of the letter and further that the letter is not the subject of a grievance. The same notice to disregard any obsolete letter is attached to this agreement and is marked Appendix B.

Section 5 A copy of all correspondence regarding disciplinary matters from the Town to a Union member shall be sent to the President, Secretary and Grievance Chairman in addition to the concerned employee.

## **ARTICLE 15** **GRIEVANCE PROCEDURE**

Section 1 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

a) The Union, through its Grievance Committee, shall present the grievance in writing to the Department Head within fifteen (15) days of the date on which the grievance or dispute arose. Within five (5) days, after the Department Head receives such written grievance, he or she shall meet with the Grievance Committee for the purpose of resolving the grievance. The grievance submission shall include:

1. A statement of the grievance and the facts involved.
2. The alleged violation of the specific Provision of this Agreement.
3. The remedy requested.

It is agreed that where the next level of supervision is the Mayor or his/her designee and not a Department Head, the grievance shall be presented to the Director of Human Resources in accordance with the above time limits.

b) If, within ten (10) days after such meeting, the grievance is not resolved, in writing, to the satisfaction of the Union, the Union may present such grievance in writing to the Mayor or his/her designee. Within ten (10) days after the Mayor or his/her designee receives such written grievance, he or she shall meet with the Grievance Committee for the purpose of resolving the grievance.

c) If, within ten (10) days after the meeting, the grievance is not resolved, in writing, to the satisfaction of the Union, the Union may present such grievance in writing to the Connecticut State Board of Mediation and Arbitration for arbitration. The Board shall hear and act upon such dispute in accordance with its rules and render its decision which shall be final and binding upon all parties. Said arbitration panel shall be limited to the express intent of the contract and shall not have the power to modify, amend, or delete any terms or provision of the Agreement.

Section 2 During the pendency of Grievance Procedures concerning termination or suspensions, the employee shall be entitled to keep his insurance coverage as provided in Article 11 of the Contract by making payments to the Town of the total amount of the insurance premiums for this coverage.

Section 3 If any meeting is not held or scheduled within the time limits prescribed in this Article, the Union may proceed with the next step, unless the time limit is extended by mutual agreement in writing. Saturdays, Sundays and holidays shall be excluded from the computation of time limits.

Section 4 Nothing in this Article is intended to prohibit the Town from processing a grievance through the Grievance Procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved within two weeks of its submission, the Town may submit the grievance to the Connecticut State Board of Mediation and Arbitration.

Section 5 It is mutually understood and agreed that no probationary employee shall have access to the Grievance Procedure where the issue is one of his/her discipline or discharge.

Section 6 The Town shall provide written acknowledgment of receipt of grievance to the Union.

## **ARTICLE 16** **MANAGEMENT RIGHTS**

Section 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 existing, including but not limited to the following:

a) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.

b) To establish or 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 of 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 the 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 effected by them.

g) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or discriminating against its members. All work customarily performed by the employees of the Bargaining Unit shall be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

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

Section 2 Nothing in this Contract shall be construed as abridging any right, benefit, practice or privilege that employees have enjoyed heretofore unless it is specifically stated that such practice has been superseded by a provision of this Contract.

## **ARTICLE 17** **MISCELLANEOUS**

Section 1 Members of the Town of Stratford Supervisors Union shall have the right to live outside the Town; provided, however, that the individual makes adequate arrangements to permit a rapid return to duty in case of emergency.

Section 2 The Town shall provide a complete set of Bargaining Unit job descriptions to the Union.

Section 3 Each Public Health Nurse shall receive an annual uniform allowance of Three Hundred and Fifty Dollars (\$350).

Section 4 Employees serving on jury duty shall be considered as receiving full annual compensation from the Town for purposes of computing pension benefits.

Section 5 The Water Pollution Control Plant Supt.; Chemist; Sanitation Supt.; Asst. Sanitation Supt.; Asst. Parks Supt.; Asst. Building Maintenance Supt.; Asst. Water Pollution Control Supt. and Asst. Highway Supt. shall receive an annual clothing maintenance allowance of Two Hundred and Fifty Dollars (\$250).

Section 6 Whenever any provision of this agreement or its attachments uses the term, spouse, family, immediate family, eligible dependents, next of kin or any other term that means spousal relationship, a party to a civil union shall be included in such use of definition.

### **ARTICLE 18** **EDUCATION**

Section 1 Upon prior written approval of the Mayor or his/her designee the Town shall provide three quarters (3/4) of the cost of tuition upon the satisfactory completion of an approved course at an accredited institution. Such a course shall be related and intended to improve the employee's ability to perform his duties.

Section 2 Members of the Bargaining Unit shall be allowed to continue as heretofore, to attend conferences and meetings of their professional organizations contingent upon the approval of the Mayor or his/her designee.

### **ARTICLE 19** **SAVINGS CLAUSE**

If any Article or Section of this Contract is declared invalid or unconstitutional for any reason, such declaration shall not affect the other articles, sections or portions thereof which shall be valid.

### **ARTICLE 20** **CLASSIFICATIONS/HIRING PRACTICES**

Section 1 In the case of a vacancy within the Bargaining Unit for an existing position or a new position that may be established all present members of the Bargaining Unit will be given employment consideration before such position is publicly advertised. However, this does not preclude the selection of a more qualified Non-Bargaining unit candidate.

Section 2 The Town shall post announcements for all job openings in all work locations and a copy of the announcement shall be forwarded to the Union President. Such notice shall be posted five (5) working days prior to public advertisement.

Section 3 The Town shall give the job description of any new classification to the Union as early as practical before it is released to the public.

Section 4 The Mayor or his/her designee may appoint any member of the Bargaining Unit to fill a position on an acting basis during the extended absence of incumbent. An employee, so appointed, shall receive the pay of the higher position, that being the closest step in the appointed range, which will equal at least one full step increase. For the purpose of this Section, an extended absence shall be defined as (1) Sick Leave anticipated to be in excess of three (3) weeks; (2) a vacancy created by the termination of an incumbent, or (3) a Leave of Absence, in excess of one month, granted under the provisions of Article 18, Section 1.

Section 5 In the event that job description surveys are made by outside firms for reclassification purposes, each employee may review his own questionnaire and the comments made by the Department Head and member of the survey team. The Town shall send a copy of the final report to the Union.

Section 6 The Town shall not reduce the compensation of any employee by a change of title or description of the job classification of the employee without a substantial bona fide change in the duties or responsibilities of the employee.

Section 7 Disputes concerning the qualifications of an employee to fill a position as stated in Section 1 above may be submitted to the Grievance Procedure and will start at the Mayor or his/her designee's step.

Section 8 All requests for job reclassification and/or pay grade increases shall be placed in writing and tendered to the Director of Human Resources, with a copy of the same to the Union President provided, however, no such study has been made within the preceding twelve (12) months.

Section 9 The employee shall receive a written response to such request, with reasons, therefore, within sixty (60) days of submission to the Director of Human Resources. A copy of the response will be sent to the Union President.

Section 10 Disputes concerning job reclassification and/or pay grade increases shall be subject to the Grievance Procedure and shall start at the Mayor or his/her designee's step. If the grievance is not resolved at that step, the Union may submit the grievance to the American Arbitration Association which shall act on such submission in accordance with its rules and regulations. The Union shall pay any required filing fees and the Union and Town shall jointly pay for the arbitrator's expenses with the Town paying sixty percent (60%) and the Union paying forty percent (40%) of such expenses. Any arbitrator

appointed to hear and decide a dispute under this Section shall be a recognized expert in the field of classification. Any decision rendered by the arbitrator shall be final and binding on the parties.

**ARTICLE 21**  
**PERFORMANCE EVALUATION**

All full time employees who have reached the maximum step on the salary schedule shall continue to receive annual performance evaluations. Said annual performance evaluation shall be held during the employee's anniversary month of employment.

The annual performance evaluation shall be conducted by the employee's Department Head or the Mayor or his/her designee or his/her designee whichever is applicable.

Performance evaluations are intended to provide constructive feedback and direction and do not constitute disciplinary actions under the terms of Article 14.

The performance appraisal form is attached hereto as Appendix C. The annual performance evaluation conducted after the employee has reached the maximum step on their salary schedule shall not be tied to any future pay raises or merit raises.

**ARTICLE 22**  
**NO STRIKE – NO LOCKOUT**

The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lockout any employee at any time.

**ARTICLE 23**  
**DRUG & ALCOHOL TESTING**

The Town is instituting a policy in line with the same policy all other bargaining units follow. Random testing only applies to those employees who need a CDL license or are in a safety sensitive function as outlined under State and Federal Statutes. Reasonable suspicious testing, as outlined and defined in the policy, applies to all employees.

**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 Federal DOT 49 CFR Part 40 and 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, State and Local Law. Additionally, this will cover all Supervisory employees in addition to those performing or having the potential to perform safety sensitive functions.

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

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 (as applicable)**

All Supervisor employees who perform safety sensitive functions 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 with FMCSA Part 382, State and Local Law. 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 § 382.303(a) and (b) <b>Type of accident involved</b>	<b>Citation issued to the CMV driver</b>	<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	YES	YES

away	NO	NO
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(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 a 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:**

**The employee will be responsible for the expense of the return to duty test (drug/alcohol).**

#### **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 & Addiction	1-860-418-7000
United Way/Infoline	211 (CT Only)

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 24**  
**DURATION**

Section 1 The effective date of the Agreement shall be July 1, 2014.

Section 2 This Agreement shall remain in effect until June 30, 2019 and shall continue in effect from year ~~to~~ year, thereafter, until a new contract shall be negotiated and adopted. Either party wishing to negotiate a new contract shall notify the other in writing between one hundred eighty (180) and one hundred twenty days (120) prior to the expiration of this Agreement of its desire to amend, modify, or revise this Agreement.

FOR WITNESS THEREOF, the parties hereunto have cause their names to be signed this 22 day of MAY, 2018.

TOWN OF STRATFORD

LOCAL 3804 OF COUNCIL 4 AFSCME

By: Laura R. Hopwood

By: David Wright

By: [Signature]

By: [Signature]

By: \_\_\_\_\_

By: [Signature]

By: \_\_\_\_\_

By: Lisa Hamilton  
AFSCME Staff Rep

**POSITIONS ELIGIBLE FOR SAFETY SHOES AND GLASSES**

Engineering Services Supervisor  
Assistant Building Maintenance Superintendents  
Garage and Sanitation Superintendent  
Parks Superintendent  
Building Official  
Planning and Zoning Administrator  
Assistant Assessor  
Sanitarian's II  
Building Maintenance Superintendent  
Assistant Highway Maintenance Superintendent  
Assistant Garage & Sanitation Superintendent  
WPC Superintendent  
WPC Chemist  
Assistant WPC Superintendent  
Assistant Building Official  
Environmental Conservation Administrator  
Town Engineer  
EMS Administrator  
Insurance Coordinator  
Assistant Planning and Zoning Administrator  
Director Community/Economic Development  
Highway Maintenance Superintendent  
Tax Assessor  
Golf Course Supervisor  
Assistant Parks Superintendent  
Environmental Planner  
Town Planner  
Environmental Health Supervisor  
Zoning Enforcement Officer  
Sanitarian  
EMS Operations Supervisor

# APPENDIX A

## LOCAL 3804 STRATFORD SUPERVISOR'S UNION SALARY SCHEDULE \* JULY 1, 2014 THROUGH JUNE 30, 2019

### ASSISTANT TOWN CLERK, CONSERVATION COMPLIANCE OFFICER, PROGRAM OUTREACH SUPERVISOR, ZONING ENFORCEMENT OFFICER - Pay Grade 11

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	51,226.32	53,275.14	55,922.71	59,193.56	61,247.06	63,908.67	66,572.59	69,234.19	<i>BASE</i>
7/1/2014	52,558.20	54,660.29	57,376.70	60,732.59	62,839.48	65,570.30	68,303.48	71,034.28	2.60%
7/1/2015	53,872.16	56,026.80	58,811.12	62,250.90	64,410.47	67,209.56	70,011.07	72,810.14	2.50%
7/1/2016	55,218.96	57,427.47	60,281.40	63,807.17	66,020.73	68,889.80	71,761.35	74,630.39	2.50%
7/1/2017	56,654.65	58,920.58	61,848.72	65,466.16	67,737.27	70,680.93	73,627.15	76,570.78	2.60%
7/1/2018	58,071.02	60,393.59	63,394.94	67,102.81	69,430.70	72,447.95	75,467.83	78,485.05	2.50%

### SANITARIAN - Pay Grade 12

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	53,769.80	55,921.54	58,715.28	61,512.53	64,289.88	67,104.69	69,903.09	72,699.17	<i>BASE</i>
7/1/2014	55,167.81	57,375.50	60,241.88	63,111.86	65,961.42	68,849.41	71,720.57	74,589.35	2.60%
7/1/2015	56,547.01	58,809.89	61,747.93	64,689.66	67,610.46	70,570.65	73,513.58	76,454.08	2.50%
7/1/2016	57,960.69	60,280.14	63,291.63	66,306.90	69,300.72	72,334.92	75,351.42	78,365.43	2.50%
7/1/2017	59,467.67	61,847.42	64,937.21	68,030.88	71,102.54	74,215.63	77,310.56	80,402.93	2.60%
7/1/2018	60,954.36	63,393.61	66,560.64	69,731.65	72,880.10	76,071.02	79,243.32	82,413.00	2.50%

### GOLF COURSE SUPERVISOR, SUPERVISOR ECONOMIC DEVELOPMENT - Pay Grade 12P

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	56,245.46	58,500.10	61,422.48	64,351.88	67,275.41	70,203.62	73,126.00	76,049.55	<i>BASE</i>
7/1/2014	57,707.84	60,021.10	63,019.46	66,025.03	69,024.57	72,028.91	75,027.28	78,026.84	2.60%
7/1/2015	59,150.54	61,521.63	64,594.95	67,675.66	70,750.18	73,829.63	76,902.66	79,977.51	2.50%
7/1/2016	60,629.30	63,059.67	66,209.82	69,367.55	72,518.93	75,675.37	78,825.53	81,976.95	2.50%
7/1/2017	62,205.66	64,699.22	67,931.28	71,171.11	74,404.42	77,642.93	80,874.99	84,108.35	2.60%
7/1/2018	63,760.80	66,316.70	69,629.56	72,950.39	76,264.53	79,584.00	82,896.86	86,211.06	2.50%

### ASSISTANT ASSESSOR, INSURANCE COORDINATOR, RECREATION SUPERVISOR, SENIOR ACCOUNTANT/TREASURER \* - Pay Grade 13

\* Sr Accountant/Treasurer position placement subject of State Board of Labor Relations Case #MPP-24, 160

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	56,458.31	58,715.28	61,652.85	64,588.09	67,540.87	70,460.90	73,394.98	76,331.38	<i>BASE</i>
7/1/2014	57,926.23	60,241.88	63,255.82	66,267.38	69,296.93	72,292.88	75,303.25	78,316.00	2.60%
7/1/2015	59,374.39	61,747.93	64,837.22	67,924.06	71,029.35	74,100.20	77,185.83	80,273.90	2.50%
7/1/2016	60,858.75	63,291.63	66,458.15	69,622.16	72,805.08	75,952.71	79,115.48	82,280.75	2.50%
7/1/2017	62,441.08	64,937.21	68,186.06	71,432.34	74,698.01	77,927.48	81,172.48	84,420.05	2.60%
7/1/2018	64,002.11	66,560.64	69,890.71	73,218.15	76,565.46	79,875.67	83,201.79	86,530.55	2.50%

### WPC CHEMIST - Pay Grade 13P

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	59,059.10	61,422.48	64,496.86	67,566.60	70,638.65	73,708.39	76,778.10	79,851.32	<i>BASE</i>
7/1/2014	60,594.64	63,019.46	66,173.78	69,323.33	72,475.25	75,624.81	78,774.33	81,927.45	2.60%
7/1/2015	62,109.51	64,594.95	67,828.12	71,056.41	74,287.13	77,515.43	80,743.69	83,975.64	2.50%
7/1/2016	63,662.25	66,209.82	69,523.82	72,832.82	76,144.31	79,453.32	82,762.28	86,075.03	2.50%
7/1/2017	65,317.47	67,931.28	71,331.44	74,726.47	78,124.06	81,519.11	84,914.10	88,312.98	2.60%
7/1/2018	66,950.41	69,629.56	73,114.73	76,594.63	80,077.16	83,557.09	87,036.95	90,520.80	2.50%

**ENVIRONMENTAL HEALTH SUPERVISOR, PUBLIC HEALTH NURSING SUPERVISOR - Pay Grade 14**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	59,282.44	61,652.85	64,730.76	67,815.68	70,897.10	73,985.53	77,066.94	80,148.36	BASE
7/1/2014	60,823.78	63,255.82	66,413.76	69,578.89	72,740.42	75,909.15	79,070.68	82,232.22	2.60%
7/1/2015	62,344.37	64,837.22	68,074.10	71,318.36	74,558.93	77,806.88	81,047.45	84,288.03	2.50%
7/1/2016	63,902.98	66,458.15	69,775.95	73,101.32	76,422.90	79,752.05	83,073.64	86,395.23	2.50%
7/1/2017	65,564.46	68,186.06	71,590.12	75,001.95	78,409.90	81,825.60	85,233.55	88,641.51	2.60%
7/1/2018	67,203.57	69,890.71	73,379.87	76,877.00	80,370.15	83,871.24	87,364.39	90,857.55	2.50%

**ASSISTANT BUILDING OFFICIAL - Pay Grade 14P**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	62,015.37	64,496.86	67,723.30	70,943.88	74,167.94	77,396.71	80,620.80	83,846.06	BASE
7/1/2014	63,627.77	66,173.78	69,484.11	72,788.42	76,096.31	79,409.02	82,716.94	86,026.06	2.60%
7/1/2015	65,218.46	67,828.12	71,221.21	74,608.13	77,998.72	81,394.25	84,784.86	88,176.71	2.50%
7/1/2016	66,848.92	69,523.82	73,001.74	76,473.33	79,948.69	83,429.11	86,904.48	90,381.13	2.50%
7/1/2017	68,586.99	71,331.44	74,899.79	78,461.64	82,027.36	85,598.27	89,164.00	92,731.04	2.60%
7/1/2018	70,301.66	73,114.73	76,772.28	80,423.18	84,078.04	87,738.23	91,393.10	95,049.32	2.50%

**ASSISTANT DIRECTOR OF COMMUNITY SERVICES, EMS OPERATIONS SUPERVISOR, TAX COLLECTOR - Pay Grade 15**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	62,241.08	64,730.76	67,973.56	71,209.33	74,446.28	77,680.89	80,916.66	84,154.78	BASE
7/1/2014	63,859.35	66,413.76	69,740.87	73,060.77	76,381.88	79,700.59	83,020.49	86,342.80	2.60%
7/1/2015	65,455.83	68,074.10	71,484.39	74,887.29	78,291.43	81,693.10	85,096.00	88,501.37	2.50%
7/1/2016	67,092.23	69,775.95	73,271.50	76,759.47	80,248.72	83,735.43	87,223.40	90,713.90	2.50%
7/1/2017	68,836.63	71,590.12	75,176.56	78,755.22	82,335.19	85,912.55	89,491.21	93,072.46	2.60%
7/1/2018	70,557.55	73,379.87	77,055.97	80,724.10	84,393.57	88,060.36	91,728.49	95,399.27	2.50%

**ASSISTANT WPC SUPERINTENDENT, WPC PROCESS CONTROL SUPERVISOR - Pay Grade 15P**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	65,117.84	67,723.30	71,106.42	74,493.06	77,879.68	81,265.15	84,652.96	88,037.24	BASE
7/1/2014	66,810.90	69,484.11	72,955.19	76,429.88	79,904.55	83,378.04	86,853.94	90,326.21	2.80%
7/1/2015	68,481.17	71,221.21	74,779.07	78,340.63	81,902.16	85,462.49	89,025.29	92,584.37	2.50%
7/1/2016	70,193.20	73,001.74	76,648.55	80,299.15	83,949.71	87,599.05	91,250.92	94,898.98	2.50%
7/1/2017	72,018.22	74,899.79	78,641.41	82,386.93	86,132.40	89,876.63	93,623.44	97,366.35	2.60%
7/1/2018	73,818.68	76,772.28	80,607.45	84,446.60	88,285.71	92,123.55	95,964.03	99,800.51	2.50%

**ACCOUNTING SUPERVISOR, COMMUNITY DEVELOPMENT ADMINISTRATOR, DATA PROCESSING SUPERVISOR, Information Technology Supervisor, EMS ADMINISTRATOR, PS DISPATCH SUPERVISOR, PURCHASING AGENT, SENIOR SERVICES**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	65,356.39	67,973.56	71,373.05	74,769.05	78,168.54	81,566.88	84,965.18	88,362.34	BASE
7/1/2014	67,055.66	69,740.87	73,228.75	76,713.05	80,200.92	83,687.62	87,174.27	90,659.76	2.60%
7/1/2015	68,732.05	71,484.39	75,059.47	78,630.88	82,205.94	85,779.81	89,353.63	92,926.25	2.50%
7/1/2016	70,450.35	73,271.50	76,935.96	80,596.65	84,261.09	87,924.31	91,587.47	95,249.41	2.50%
7/1/2017	72,282.06	75,176.56	78,936.30	82,692.16	86,451.88	90,210.34	93,968.74	97,725.89	2.60%
7/1/2018	74,089.11	77,055.97	80,909.71	84,759.46	88,613.18	92,465.60	96,317.96	100,169.04	2.50%

**Environmental CONSERVATION ADMINISTRATOR - Pay Grade 16P**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	68,345.42	71,086.55	74,629.86	78,212.96	81,762.16	85,312.50	88,859.34	92,413.21	BASE
7/1/2014	70,122.40	72,934.80	76,570.24	80,246.50	83,887.98	87,530.63	91,169.68	94,815.95	2.60%
7/1/2015	71,875.46	74,758.17	78,484.50	82,252.66	85,985.18	89,718.90	93,448.92	97,186.35	2.50%
7/1/2016	73,672.35	76,627.12	80,446.61	84,308.98	88,134.81	91,961.87	95,785.14	99,616.01	2.50%
7/1/2017	75,587.83	78,619.43	82,538.22	86,501.01	90,426.32	94,352.88	98,275.55	102,206.03	2.60%
7/1/2018	77,477.53	80,584.92	84,601.68	88,663.54	92,686.98	96,711.70	100,732.44	104,761.18	2.50%

**COMMUNITY SERVICES ADMINISTRATOR, RECREATION SUPERINTENDENT - Pay Grade 17**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	68,626.09	71,373.05	74,936.27	78,505.32	82,065.03	85,642.28	89,209.00	92,781.58	BASE
7/1/2014	70,410.37	73,228.75	76,884.61	80,546.46	84,198.72	87,868.98	91,528.43	95,193.90	2.60%
7/1/2015	72,170.63	75,059.47	78,806.73	82,580.12	86,303.69	90,065.70	93,816.64	97,573.75	2.50%
7/1/2016	73,974.90	76,935.96	80,776.90	84,624.12	88,461.28	92,317.34	96,162.06	100,013.09	2.50%
7/1/2017	75,898.25	78,936.30	82,877.10	86,824.35	90,761.27	94,717.59	98,662.27	102,613.43	2.60%
7/1/2018	77,795.71	80,909.71	84,949.03	88,994.96	93,030.30	97,085.53	101,128.83	105,178.77	2.50%

**BUILDING OFFICIAL, HIGHWAY MAINTENANCE SUPERINTENDENT, PARKS SUPERINTENDENT - Pay Grade 17P**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	71,787.03	74,660.29	78,395.40	82,098.93	85,858.61	89,596.09	93,331.20	97,063.97	BASE
7/1/2014	73,653.49	76,601.46	80,433.68	84,233.50	88,090.93	91,925.59	95,757.81	99,587.63	2.60%
7/1/2015	75,494.83	78,516.50	82,444.52	86,339.34	90,293.20	94,223.73	98,151.76	102,077.32	2.50%
7/1/2016	77,382.20	80,479.41	84,505.63	88,497.82	92,550.53	96,579.32	100,605.55	104,629.25	2.50%
7/1/2017	79,394.14	82,571.87	86,702.78	90,798.76	94,956.84	99,090.38	103,221.29	107,349.61	2.60%
7/1/2018	81,378.99	84,636.17	88,870.35	93,068.73	97,330.76	101,567.64	105,801.82	110,033.35	2.50%

**PLANNING & ZONING ADMINISTRATOR, TAX ASSESSOR - Pay Grade 18**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	72,054.81	74,936.27	78,687.75	83,239.13	86,179.04	89,927.02	93,670.33	97,415.98	BASE
7/1/2014	73,928.24	76,884.61	80,733.63	85,403.35	88,419.70	92,265.12	96,105.76	99,948.80	2.60%
7/1/2015	75,776.45	78,806.73	82,751.97	87,538.43	90,630.19	94,571.75	98,508.40	102,447.52	2.50%
7/1/2016	77,670.86	80,776.90	84,820.77	89,726.89	92,895.94	96,936.04	100,971.11	105,008.71	2.50%
7/1/2017	79,690.30	82,877.10	87,026.11	92,059.79	95,311.23	99,456.38	103,596.36	107,738.94	2.60%
7/1/2018	81,682.56	84,949.03	89,201.76	94,361.28	97,694.01	101,942.79	106,186.27	110,432.41	2.50%

**BUILDING MAINTENANCE SUPERINTENDENT, GARAGE & SANITATION SUPERINTENDENT, WPC SUPERINTENDENT - Pay Grade 18P**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	75,378.31	78,395.40	82,316.45	86,237.50	90,152.72	94,074.96	97,994.83	101,913.56	BASE
7/1/2014	77,338.15	80,433.68	84,456.68	88,479.68	92,496.69	96,520.91	100,542.70	104,563.31	2.60%
7/1/2015	79,271.60	82,444.52	86,568.10	90,691.87	94,809.11	98,933.93	103,056.27	107,177.39	2.50%
7/1/2016	81,253.39	84,505.63	88,732.30	92,958.96	97,179.34	101,407.28	105,632.68	109,856.82	2.50%
7/1/2017	83,365.98	86,702.78	91,039.34	95,375.89	99,706.00	104,043.87	108,379.13	112,713.10	2.60%
7/1/2018	85,450.13	88,870.35	93,315.32	97,760.29	102,198.65	106,644.97	111,088.61	115,530.93	2.50%

**TOWN ENGINEER - Pay Grade 19P**

Annual	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Incr %
7/1/2013	79,147.34	82,314.11	86,432.80	90,548.00	94,663.17	98,777.18	102,895.87	107,008.71	BASE
7/1/2014	81,205.17	84,454.28	88,680.05	92,902.25	97,124.41	101,345.39	105,571.16	109,790.94	2.60%
7/1/2015	83,235.30	86,565.64	90,897.05	95,224.81	99,552.52	103,879.02	108,210.44	112,535.71	2.50%
7/1/2016	85,316.18	88,729.78	93,169.48	97,605.43	102,041.33	106,476.00	110,915.70	115,349.10	2.50%
7/1/2017	87,534.40	91,036.75	95,591.89	100,143.17	104,694.40	109,244.38	113,799.51	118,348.18	2.60%
7/1/2018	89,722.76	93,312.67	97,981.69	102,646.75	107,311.76	111,975.49	116,644.50	121,306.88	2.50%

## **APPENDIX B**

Effective this \_\_\_ day of \_\_\_\_\_, 20\_\_, the attached document is to be disregarded and shall not be used as the basis for any further disciplinary action, as provided in Article 14, Section 4 in the Town of Stratford Supervisors Union Local 3804, Council #4 AFSCME collective bargaining agreement.

**APPENDIX C  
TOWN OF STRATFORD  
PERFORMANCE APPRAISAL FORM  
SUPERVISORS**

EMPLOYEE NAME	DATE OF APPRAISAL	SUPERVISOR/REVIEWER
TITLE	RATING GUIDE	APPRAISAL PERIOD
1 = Needs Improvement	2 = Meets Standards    3 = Exceeds Standards	NA = Not Applicable

**A. GOALS AND GROWTH AREAS FOR THIS APPRAISAL PERIOD:** List goals established at the employee's last appraisal meeting. Rate the accomplishment of those goals. If goals were not met, indicate why.

Goals For This Appraisal Period	Comments	Rating 1/2/3
1.		
2.		
3.		
4.		
5.		

**CORE VALUES**

**B. Core Values:** Rate each of the core values listed below, giving examples to support the rating.

Core Values	Comments	Rating 1/2/3
<b>PROFESSIONALISM:</b> Maintains and fosters an environment that facilitates the professional philosophy of the Town. (Maintain a high standard of performance; continuously develop our knowledge and skills.)		
<b>QUALITY SERVICE:</b> Maintains and fosters an environment that facilitates the quality service philosophy of the Town. (Excellence in the delivery of services, encourage public input, flexible and responsive to the community)		
<b>INNOVATION:</b> Maintains and fosters an environment that facilitates the innovation philosophy of the Town. (Open to new ideas, encourage creativity, work together to find better ways to serve the public.)		
<b>ACCOUNTABILITY:</b> Maintains and fosters an environment that facilitates the accountability philosophy of the Town. (Committed to the community, responsible for the jobs we perform.)		
<b>RESPECT:</b> Maintains and fosters an environment that facilitates the respect philosophy of the Town. (Courteous, treating all fairly.)		

**C. General Traits: Rate each of the general traits listed below, giving examples to support the rating.**

General Traits	Comments	Rating 1/2/3
Attendance and Punctuality: Starts work at specified time; does not abuse meal and rest breaks, starting or quitting time; gives proper notice in advance of absence.		
Working Relationships with Co-Workers, Supervisors, Public and Outside Contacts: Assists others as required; accepts suggestions and supervision without complaint; takes initiative to resolve problems in working relationships; individual goals are directed toward needs of the work group; communicates needs and problems to affected parties; promptly returns telephone calls and emails within 24 hours; works toward team building; is committed to competency, courtesy and efficiency in public contacts.		
Decision Making: Analyzes reasonable alternatives, utilizes appropriate resources and considers all pertinent facts and issues; demonstrates sound judgment and makes timely decisions.		
Organization and Planning: Anticipates and thoroughly analyzes problems and opportunities; identifies tasks and critical steps; establishes priorities; manages flow of activities; completes tasks in an accurate manner; meets timetables and achieves results.		
Initiative: Seeks opportunities to improve job performance; identifies ways to meet or exceed organizational goals and standards; requests and manages additional responsibility.		
Knowledge of Field: Demonstrates a good understanding of and ability to apply current principles, practices, techniques and technology of the field. Learns and incorporates new ideas, trends, methods and approaches.		

**D. SUPERVISORY DUTIES: Rate each of the supervisory responsibilities listed below, giving examples to support the rating.**

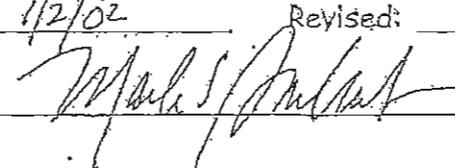
Supervisory Duties	Comments	Rating 1/2/3
Ensures that the Supervisor is kept informed in a timely manner on matters, which should be communicated.		
Effectively prepares and presents memorandums and reports to the Supervisor.		
Promptly responds to or acknowledges correspondence requiring or soliciting response.		
Effectively delegates tasks to employees, ensuring accurate explanation, follow-up and monitoring of employee assignments.		
Frequently assesses employee performance and communicates areas for improvement, as well as work well done.		
Promotes teamwork within area of responsibility, and in other Town activities.		
Enforces Town and departmental policies and procedures.		
Adheres to and promotes the Town's Affirmative Action Policy		
Schedules employee vacation and personal leave to reflect the need to have adequate staff on hand.		
Handles employee issues in a prompt and efficient manner.		
Prepares and effectively administers sound departmental/divisional budgets.		

APPENDIX D

STRATFORD ADMINISTRATIVE MANUAL

Number: C009

Page: 1 of 5

Effective Date: 1/2/02 Revised: \_\_\_\_\_  
Authorized Signature: 

I. PURPOSE

In February of 2001, in accordance with a Memorandum of Understanding (MOU) dated 12/21/00 and executed between the Town of Stratford and Local 3804, Council 4, AFSCME (the Stratford Supervisors Union), the Mayor convened a labor-management committee to examine the feasibility of implementing a flexible work schedule program to provide an improved *level* of service to the public and a more flexible work schedule for employees.

The Flex Time Committee, as it has come to be called, has developed the following policy to meet this purpose. In its development, the Committee has recognized that certain issues must be taken into account in order for flextime to be a mutually beneficial arrangement for the Town and its employees. Flextime has great potential for not only attracting and retaining valuable employees, but also for increasing employee morale and thereby increasing employee productivity.

All parties, however, must recognize that flextime is not an entitlement but rather a means through which the Town may enhance service to the public or its response to particular ongoing issues. It will not be possible for employees in every department or division to have flexible working hours simply because of the nature of the work itself or the organizational structure of a particular department. While employees with specific needs may seek accommodation through a flexible work schedule, decisions regarding such arrangements will be *made* primarily on the needs of the department and/or the Town. In this respect, the Mayor has sole discretion for establishing flexible work schedules.

II. DEFINITIONS

E. GOALS AND GROWTH AREAS FOR NEXT APPRAISAL PERIOD: *Together*, employee and supervisor establish and list goals for next appraisal period, along with timelines for achievement.

Goals for Next Appraisal Period	Timeline
1.	
2.	
3.	
4.	

F. OVERALL RATING: The overall rating should be a summary of the employee's overall performance. Circle the rating that best reflects the employee's overall performance. Overall ratings of satisfactory or above do not release employees from addressing areas that have been identified throughout the appraisal as needing improvement.

NEEDS IMPROVEMENT	MEETS STANDARDS	EXCEEDS STANDARDS
-------------------	-----------------	-------------------

G. COMMENTS BY EMPLOYEE:

H. ADDITIONAL COMMENTS BY EVALUATOR:

I. SIGNATURES:

Signature of Employee:  (Signature indicates only that appraisal has been reviewed with the employee.)	Date:
Signature of Supervisor/Reviewer:	Date

Standard Work Day: The standard work day consists of a 7 ½ hour day, typically from 8:00 a.m. to 4:30 p.m., with a one hour lunch period.

Standard Work Week: The standard or traditional work week consists of five, 7 ½ hour days, typically Monday through Friday, for a total of 37 ½ hours per week.

Core Times: Core times are periods when all employees are required to be present, i.e. 9:30 a.m. to 3:00 p.m. Department supervisors may modify these core times with the prior, written consent of the Mayor .

Flexible Time Bands: Times during which an employee may, within the parameters of this policy, choose their time of arrival and departure, i.e. between 7:00 a.m. and 6:00 p.m. Department supervisors may modify these flexible time bands with the prior, written consent of the Mayor .

### III. POLICY

It shall be the policy of the Town of Stratford that employees shall adhere to the following guidelines with respect to the establishment and implementation of a flexible work schedule.

### IV. GUIDELINES

#### A. Covered Employees:

Employees covered under this policy include all full-time administrative, technical, clerical and supervisory personnel, provided that the individual employee's collective bargaining agreement allows for participation in a flexible work schedule program. All uniformed and emergency services personnel, including telecommunication center operators, are specifically excluded from this policy.

#### B. General Guidelines:

Participation in a flexible work schedule arrangement is voluntary and subject to management approval. Requests must be made through the department supervisor and/or appropriate department head, using the attached form. All flexible work schedule arrangements are subject to the final approval of the Mayor .

All flexible work schedule arrangements are contingent upon staff coverage being sufficient to meet the operational needs of the department or office at all times. Additionally, flexible work schedule arrangements shall not adversely affect department operations by resulting in a reduction in department productivity, a diminution in service to the public or an increase in operating costs.

Employees may not devise flexible work schedule arrangements that involve working more hours than the standard work schedule provides in one week offset by fewer hours in the following week

The minimum lunch break is 30 minutes. A lunch break normally must be taken. Employees should generally take a lunch break between 11:30 am and 2:00 pm. Nothing herein shall preclude a department supervisor from specifying a time or establishing a schedule for lunch breaks for employees within that department to ensure adequate staff coverage.

C. Specific Conditions:

Subject to the approval of the department supervisor and the Mayor, full-time personnel covered under this policy may work a flexible work schedule, provided that the proposed arrangements meet the following conditions:

- 1 That a flexible work schedule is permitted by the employees' Labor Agreement; and
- 2 That the work of the Town is carried on at least as effectively as under the standard work schedule; and
- 3 That sufficient staff will be available to assist the general public during predetermined hours; and
- 4 That arrangements are made for appropriate supervision of work and recording of times worked; and
- 5 That no paid overtime or shift premium shall result from working any flexible work schedule.

D. Approved schemes:

Flexible time bands are between 7:00 a.m. and 6:00 p.m. Such arrangements will depend on management's assessment of service delivery needs in a particular department.

Any of the following schemes may be used:

1. A standard day with variations in starting times:

Employees may work a standard day of 7 ½ hours commencing not earlier than 7:00 a.m. and finishing not later than 6:00 p.m. Employees may have staggered starting and finishing times.

2. Flexible working hours or "Flex-time:"

Employees may vary the time of starting work in the morning and/or the length of the lunch break and/or the time of ceasing work to create a 7 ½ hour workday.

3. Compressed work schedules:

Certain employees may be eligible for a four-day work schedule, subject to meeting the criteria for public service delivery and with the approval of the department supervisor and Mayor .

E. Term:

Flexible work schedule arrangements will be approved for a minimum period of one (1) month and a maximum period of twelve (12) months. At the end of each period, the employee and the department supervisor shall meet to evaluate the effectiveness of the work schedule. Following the evaluation, modifications to the work schedule may be made and an additional term of up to twelve (12) months may be submitted to the Mayor for approval.

F. Prior Practice:

Management acknowledges that certain departments have previously established alternative work schedules to satisfy unique operational requirements and to better serve the general public. Nothing herein is intended to modify, abolish or supplant any existing past practice with regard to such hours of work, without the expressed written consent of management.

G. Reservation of Rights:

Nothing herein is intended to relinquish, abridge or limit the rights of management to establish work schedules, break periods or lunch hours in order to ensure that workload needs are met and that productivity, service to the public and adequate supervision levels are maintained. The Town specifically reserves the right for a department supervisor to adjust an individual's work schedule to meet operational issues that may arise, irrespective of any previously approved flexible work schedule arrangement.



## TOWN OF STRATFORD FLEXIBLE WORK SCHEDULE AGREEMENT

Employee Name: \_\_\_\_\_ Employee ID # \_\_\_\_\_

Department: \_\_\_\_\_

Work Schedule	From	To	Total Hours
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

I, the undersigned employee, understand that this change in my work schedule is both voluntary and a privilege not a right, and may be modified or cancelled by my department supervisor at any time to meet operational issues that may arise from time to time. I further acknowledge that I have read the Town's policy regarding flexible work schedules *and* that I agree to abide by its terms.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

- Approved
- Disapproved

\_\_\_\_\_  
Town Manager Signature

\_\_\_\_\_  
Date

- Approved
- Disapproved

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Flexible Work Schedule Agreement

APPENDIX E

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services  
 Town of Stratford: Lumenos HSA 2000-4000

Coverage Period: 07/01/2018– 06/30/2019  
 Coverage for: Individual + Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	\$2,000 individual / \$4,000 family for In-Network Providers. Does not apply to Preventive care. \$2,000 individual / \$4,000 family for Out-of-Network Providers. In-Network Providers and Non-Network Providers deductibles are combined. Satisfying one helps satisfy the other.	You must pay all costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> 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 <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes; \$3,000 individual / \$6,000 family for In-Network Providers. \$5,000 individual / \$10,000 family for Out-of-Network Providers. In-Network Providers and Non-Network Providers Out of Pocket are combined. Satisfying one helps satisfy the other.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.

Questions: Call (800) 922-6621 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.ccio.cms.gov](http://www.ccio.cms.gov) or call (800) 922-6621 to request a copy.

Important Questions	Answers	Why this Matters:
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, Balance-Billed charges, and Health Care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes, Century Preferred. For a list of In-Network providers, see <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621.	If you use an in-network doctor or other health care <u>provider</u> , 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 <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 3 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No; you do not need a referral to see a specialist.	You can see the <u>specialist</u> 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> .



- **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 Out-of-Network Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	-----none-----
	Specialist visit	0% coinsurance	20% coinsurance	-----none-----
	Other practitioner office visit	Chiropractor 0% coinsurance	Chiropractor 20% coinsurance	Chiropractor Coverage for In-Network Providers and Non-Network Providers combined is limited to 90 visits per benefit period including physical and occupational therapy. Speech therapy has a separate 75 visit maximum
	Preventive care/screening/immunization	No cost share	20% coinsurance	-----none-----
If you have a test	Diagnostic test (x-ray, blood work)	Lab – Office 0% coinsurance X-Ray – Office 0% coinsurance	Lab – Office 20% coinsurance X-Ray – Office 20% coinsurance	Lab -- Office -----none----- X-Ray – Office -----none-----
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	-----none-----

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
<p>If you need drugs to treat your illness or condition-Copays Apply after Deductible</p> <p>More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com/pharmacyinformation/">http://www.anthem.com/pharmacyinformation/</a></p>	Tier 1 - Typically Generic	\$5 copay per prescription (retail only) and \$5 copay per prescription (home delivery)	20% coinsurance (retail only) and 20% coinsurance (home delivery only)	Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery)
	Tier 2 - Typically Preferred / Brand	\$25 copay per prescription (retail only) and \$50 copay per prescription (home delivery only)	20% coinsurance (retail only) and 20% coinsurance (home delivery only)	Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program)
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$40 copay per prescription (retail only) and \$80 copay per prescription (home delivery only)	20% coinsurance (retail only) and 20% coinsurance (home delivery only)	Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program)
	Tier 4 - Typically Specialty Drugs	\$40 copay per prescription (retail only) and \$80 copay per prescription (home delivery only)	20% coinsurance (retail only) and 20% coinsurance (home delivery only)	Covers up to a 30 day supply (retail pharmacy) Covers up to a 90 day supply (home delivery program)
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	-----none-----
	Physician/surgeon fees	0% coinsurance	20% coinsurance	-----none-----
If you need immediate medical attention	Emergency room services	0% coinsurance	20% coinsurance	-----none-----
	Emergency medical transportation	0% coinsurance	20% coinsurance	-----none-----
	Urgent care	0% coinsurance	20% coinsurance	There may be other levels of cost share that are contingent on how services are provided.
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	-----none-----
	Physician/surgeon fee	0% coinsurance	20% coinsurance	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Mental/Behavioral Health Office Visit 0% coinsurance	Mental/Behavioral Health Office Visit 20% coinsurance	Mental/Behavioral Health Office Visit -----none-----

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
		Mental/Behavioral Health Facility Visit - Facility Charges 0% coinsurance	Mental/Behavioral Health Facility Visit - Facility Charges 20% coinsurance	Mental/Behavioral Health Facility Visit - Facility Charges -----none-----
	Mental/Behavioral health inpatient services	0% coinsurance	20% coinsurance	-----none-----
	Substance use disorder outpatient services	Substance Use Office Visit 0% coinsurance Substance Use Facility Visit - Facility Charges 0% coinsurance	Substance Use Office Visit 20% coinsurance Substance Use Facility Visit - Facility Charges 20% coinsurance	Substance Use Office Visit -----none----- Substance Use Facility Visit - Facility Charges -----none-----
	Substance use disorder inpatient services	0% coinsurance	20% coinsurance	-----none-----
If you are pregnant	Prenatal and postnatal care	0% coinsurance	20% coinsurance	-----none-----
	Delivery and all inpatient services	0% coinsurance	20% coinsurance	-----none-----
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	Coverage for In-Network Providers and Non-Network Providers combined is limited to 300 visits per benefit period.
	Rehabilitation services	0% coinsurance	20% coinsurance	Chiropractor Coverage for In-Network Providers and Non-Network Providers combined is limited to 90 visits per benefit period including physical and occupational therapy. Speech therapy has a separate 75 visit maximum

Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
	Habilitation services	0% coinsurance	20% coinsurance	Habilitation visits count towards your rehabilitation limit.
	Skilled nursing care	0% coinsurance	20% coinsurance	Coverage for In-Network Providers and Non-Network Providers combined is limited to 120 days limit per benefit period.
	Durable medical equipment	0% coinsurance	20% coinsurance	-----none-----
	Hospice service	0% coinsurance	20% coinsurance	Coverage for In-Network Providers and Non-Network
If your child needs dental or eye care	Eye exam	0% coinsurance	20% coinsurance	Coverage for In-Network providers and Non-Network Providers combined is limited to once every benefit period.
	Glasses	Not covered	Not covered	-----none-----
	Dental check-up	Not covered	Not covered	-----none-----

## 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
- Dental care (adult)
- Long- term care
- Routine foot care unless you have been diagnosed with diabetes.
- 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.)

- Chiropractic care
- Most coverage provided outside the United States. See [www.bcbs.com/bluecatdworldwide](http://www.bcbs.com/bluecatdworldwide)
- Acupuncture
- Bariatric Surgery
- Infertility Treatments
- Private Duty Nursing
- Hearing Aids

### **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 (800) 922-6621. 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.cciio.cms.gov](http://www.cciio.cms.gov).

### **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: Grievances and Appeals  
P.O. Box 1038  
North Haven, CT 06473-4201

Department of Labor, Employee  
Benefits Security Administration  
(866) 444-EBSA (3272)  
[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.

### Language Access Services:

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。

Doo bee a'tah ni'liigoo ei dooda'i, shikaa adoolwoi' iin'zinigo t'aa' diné k'éj'igo, t'aa' shoodi' ba na'a'k'nihi ya sidáhi bich'i naabidifk'iid. Ei doo biigha daago ni ba'nija'go ho'aak'ag'li bich'i hodiinl. Hai'daa' iini'taago eiya, t'aa' sboodi' diné ya atáh halne'ig'í ni béesh bee hane'i wólta' bi'ki si'niilg'í bi'kéhgo bich'i hodiinl.

Si no es miembro todavía y necesita ayuda en idioma español, le explicamos 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.

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.

---

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

---

## 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.



**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.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,390
- Patient pays \$2,150

#### 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	\$150
<b>Total</b>	<b>\$2,150</b>

### Managing type 2 diabetes

(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,320
- Patient pays \$2,080

#### 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	\$80
<b>Total</b>	<b>\$2,080</b>

## 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, co-payments, 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?

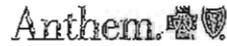
- **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### 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 (800) 922-6621 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.cciio.cms.gov](http://www.cciio.cms.gov) or call (800) 922-6621 to request a copy.



# Lumenos HSA Plan Summary

The Lumenos<sup>®</sup> 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 2018, contributions can be made to your HSA up to the following:  
\$3,450 individual coverage  
\$6,900 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                      Out-of-Network Providers  
\$3,000 individual coverage                      \$ 5,000 individual coverage  
\$6,000 family 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.



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.



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 100 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	\$60 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.



# 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.



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 licensees 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

## APPENDIX F

### **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 Dentists 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 Dentists 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.

*This does not constitute our 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 Full Dental Plan. 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 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 (Prosthodontics) 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.*

**Memorandum of Understanding  
Between the Town of Stratford  
And  
Stratford Supervisors Union Local #3804, AFSCME  
Re: Town Vehicle Usage**

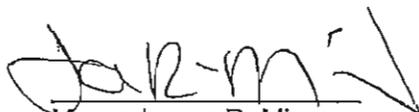
This Agreement dated October 10, 2006 is between the Town of Stratford (hereinafter "Town") and the Stratford Supervisors Union Local #3804 (hereinafter "Union"). Whereas the Town proposed to rescind "take-home" privileges of Town owned vehicles assigned to Union employees and provided the Union with a notice, dated March 31, 2006, of its intent to end any past practice of allowing Union members the use of Town vehicles for transportation to and from work with the implementation of the successor collective bargaining agreement, and whereas the Union contested the Town's actions and maintains that said action by the Town involves mandatory subjects of bargaining and that it intends to file a prohibitive practice complaint, the parties agree to the following:

1. The employees listed below will be permitted to continue use of a Town owned vehicle for transportation to and from work, while said employees remain in their current positions:

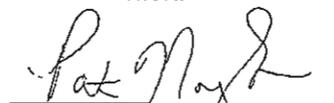
John Casey (Engineer)  
Gary Catalano (Superintendent Garage & Sanitation)  
Brian Donovan (Building Inspector)  
Al Dubois (Superintendent Building Maintenance)  
Caroline Hamilla (WPC Process Supervisor)  
Peter Stallings (Superintendent WPC)  
Kevin White (Superintendent Highway)  
Donna Best (EMS Chief)  
William McCann (Environmental Conservation Administrator)

2. With the exception of the employees listed in paragraph #1 above, any other employee previously given take-home privileges, shall have such privileges rescinded effective immediately. Employees who use their personal vehicles for approved Town services will be reimbursed at the current IRS mileage rate.
3. If any of the above referenced positions listed in paragraph #1 above should become vacant, the Mayor, in his sole discretion, may determine whether said position will be granted "take-home" privileges. In the event the Mayor determines that any position will not be eligible for "take home" privileges, he will notify the Union sixty (60) days prior to the effective date of change. The Union reserves the right to negotiate the impact of vehicle usage change to any of the positions listed in paragraph #1.
4. This agreement is entered into without prejudice to either party's position.

For the Town:

  
Mayor James R. Miron

For the Union:

  
Pat Naylor, President, Local 3804

OCT 19 2006

April 23, 2012

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF STRATFORD  
AND  
LOCAL 3804 OF COUNCIL 4, AFSCME, AFL-CIO  
THE SUPERVISOR EMPLOYEE UNION PROPOSAL:**

- 1). The Town agrees to hire one (1) Emergency Medical Service (EMS) Supervisor per fiscal year, starting in fiscal year 2012-2013 and each consecutive year until it has hired a total of three (3) EMS Supervisors.
- 2) The Town agrees to fund and fill the Highway Superintendent position as soon as possible in fiscal year 2013-14 (beginning July 1st, 2013).
- 3). The Town agrees to promote the current Assistant Community Services Director to Community Services Director with the appropriate grade and at the top step of pay on July 1, 2012. The Assistant Community Services Director position will be left unfunded and unfilled upon the promotion of the current Assistant Community Services Director to Director and will remain in the Local 3804 Bargaining Unit.
- 4). The Town agrees that a position entitled Economic Development Supervisor shall be created within the Economic Development Department this position will be exclusive of Community Development, and will be covered under the contract and shall be included within the Local 3804 Bargaining Unit.
- 5). The Union agrees that after the above provisions have been initiated that the position of Director Community/Economic Development will be permanently removed from the classifications covered under the Collective Bargaining Contract and considered a non union position hereafter.
- 6). The Union agrees that the position of Town Planner shall remain unfunded and vacant for the immediate future. At a future point in time, the parties shall reconvene to determine if the Town Planner position will continue to be unfilled or if the Town is interested in funding the position in fiscal year 2013-2014.

During the period of time the Town Planner position is unfilled, the Town agrees not to contract out the routine day-to-day duties and responsibilities of the Town Planner position. The Union acknowledges that limited Town Planner duties were contracted out in the past. More specifically, special Project work, therefore the Union agrees that the Town may continue to contract those special projects only to the extent that the work was historically contracted out in the past.

In the event that the Town is interested in contracting out Town Planner duties going beyond that of the historical past practice, the parties shall consider entering into a Memorandum of Understanding agreeing that the work in question shall not constitute a precedent or an expansion of the historical past practice of shared bargaining unit work but be limited to a one time event.

7). During the vacancy of the Town Planner position, the Town agrees to pay a stipend to the Planning and Zoning Administrator for assuming coverage of the essential responsibilities of the Town Planner position for the amount, conditions and duration of which will be negotiated with the Union.

DAVID WRIGHT  
LOCAL 3804 President (Print Name)

*David Wright*  
LOCAL 3804 President (Sign Name)

John A. Harkins  
Mayor Harkins (Print Name)

*John A. Harkins*  
Mayor Harkins (Sign Name)

December 1, 2015

MEMORANDUM OF UNDERSTANDING  
THE TOWN OF STRATFORD  
AND  
LOCAL 3804 COUNCIL 4  
AFSCME, AFL-CIO

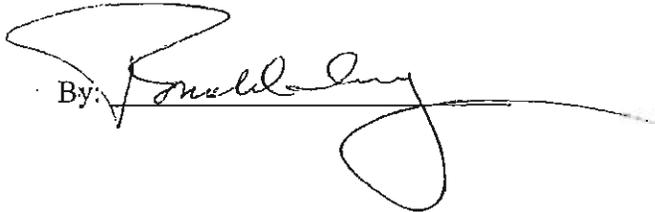
The Town and the Union agree to the following:

1. The Economic Development Supervisor will receive a weekly stipend of \$384.6154, effective December 1, 2015 to June 30, 2016 (or sooner) for performing the part time duties of the administrative assistant in the Economic Development Department.

The effectiveness of this Memorandum of Understanding is contingent upon the signing of the document.

Town of Stratford

Local 3804, Council 4,  
AFSCME, AFL-CIO

By: 

By: 