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AGREEMENT

BETWEEN

STRATFORD FEDERATION OF MUNICIPAL EMPLOYEES

LOCAL UNION 136

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL

ENGINEERS

AFL-CIO-CLC

AND

THE TOWN OF STRATFORD, CONNECTICUT

July 1, 2018 - June 30, 2022

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ARTICLE 1
PARTIES

1. This Agreement is by and between Local Union 136, International Federation of Professional and Technical Engineers AFL-CIO-CLC, designated as the Stratford Federation of Municipal Employees, hereinafter referred to as the Union, and the Town of Stratford, the municipal employer, hereinafter referred to as the Town.

ARTICLE 2
RECOGNITION

Section 2.1

2. 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 October 7, 1969, by the Connecticut State Board of Labor Relations as set forth in Case No. ME-1833 and as later modified in Case No. M E-1982, dated October 30, 1970, by the Connecticut State Board of Labor Relations, and as further modified in Case No. ME-25,818 dated June 7, 2006.
3. A. The Recognition Agreements between the parties, dated August 17, 1979, are made part of the Collective Bargaining Agreement.
4. B. Also made a part of the Collective Bargaining Agreement is the Letter of Understanding, dated September 27, 1979, relative to the inclusion of one Key punch Operator Job into the Bargaining Unit.
5. C. In a Letter of Understanding, dated October 6, 1981, the position of Minibus Driver/Clerk Typist was included in the Bargaining Unit. The position, per the Agreement of the parties, was placed in Pay Grade 10.
6. D. Also included in the unit are the positions of Assessment Technicians, per award of the State Board of Labor Relations, dated February 26, 1985, Pay Grade 13; per mutual agreement of the parties.

Section 2.2

7. The employees covered by this Agreement shall include, as specified in the Certification of the Union by the Connecticut State Board of Labor Relations and otherwise included in the Unit by the mutual agreement of the parties, all Clerical, Technical, and Maintenance Employees including EMS secretary, Paramedic, the secretary to the Director of Public Works, Clerical Employee of the Cultural Commission, Planning and Zoning Commission employees, Computer Operator/System Analyst II, Youth Programmer, Social Services

Coordinator, Keypunch Operator, Computer Support Specialist, the professional classifications (termed as such for the purpose of the Fair Labor Standards Act) of Information Technology Administrator, excluding Professional Employees, Confidential Employees, Assistant Registrars of Voters, Building Inspectors in the Public Works Department, Insurance and Safety Supervisor, Welfare Supervisor, Payroll Supervisor and all other Supervisors defined in the Municipal Employees Relations Act and employees who are covered in existing Bargaining Units by Contract.

Section 2.3

8. It is understood and agreed that the classification of Information Technology Administrator shall be included in the bargaining unit as a Professional classification and that such classifications are exempt from the federal Fair Labor Standards Act, no additional compensation shall be paid for hours worked in excess of seven and one half (7 1/2) hours in one day and/or thirty seven and one half (37 1/2) hours in one week, provided however, such classification shall be eligible for a maximum of up to twelve (12) compensatory days ("Comp Days") per year for hours worked in excess of the normal work schedule. The method of scheduling and recording "Comp Days" for all such classifications in Town service shall remain in effect. All use of "Comp Days" must be reported by the employee on weekly time sheets and no such "Comp Days" may be used until they are earned.

The classification of Information Technology Administrator is exempt from all overtime provisions of the collective bargaining agreement including those provided for in Article 8.

ARTICLE 3 PURPOSE

Section 3.1

9. The purpose of this Agreement is to establish and provide for harmonious Collective Bargaining Relations between the Union and the Town; to provide for the equitable disposition of all grievances and to establish fair rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 4 DUES DEDUCTIONS

Section 4.1

10. Upon receipt of an employee's written authorization on an authorized dues deduction card, the Town shall deduct on the same payday each week from the pay of such employee, Union

Dues in an amount that shall be specified by the Secretary of the Union or other Duly Authorized Union Officials. Dues collected by the Town shall be transmitted to the Union accompanied by a list of names of those employees from whose pay deductions were made. The Union agrees to hold the Town free from liability in connection with dues collection except for ordinary diligence and care in the transmittal of the dues monies to the Union.

Section 4.2

11. All present employees within the Bargaining Unit who are members of the Union on the effective date of this Agreement and all present members of the Bargaining Unit who become members of the Union subsequent to the signing of this Agreement shall, as a condition of employment, remain as members of the Union. All employees within the Bargaining Unit who are hired subsequent to the effective date of this Agreement shall, as a condition of employment, be required to become and remain members of the Union no later than 31 days after hire and to pay all dues and initiation fees levied by the Union.
12. A. Each member of the Bargaining Unit who is not a Union member shall, as a condition of employment, pay each month to the Union a fee equivalent to the monthly membership dues of a Union member for service rendered to such Non-Union members as a member of the Bargaining Unit. The service fees provided for in this Subsection shall be deducted from the pay of each Non-Union member on the same payday each month by the Town and shall be remitted to the Union with a list of names of those employees from whose pay such service fees have been deducted.
13. B. The Union agrees to save, hold harmless and indemnify the Town for any and all claim which may arise out of the operation of Section 4.2.

Section 4.3

14. It is mutually agreed there shall be no coercion, intimidation or discrimination by either the Town or the Union because of race, color, sex, age, creed, religion, natural origin, political affiliation, physical handicap, marital status, sexual orientation, or membership in any lawful organization. The Town agrees not to coerce, intimidate, or discriminate against any member of the Bargaining Unit because of his/her membership in the Union or his/her activities on behalf of the Union or in his/her exercise of the right to Bargain Collectively through the Union.

Section 4.4

15. The Town agrees to supply each present member of the Bargaining Unit with a copy of the Collective Bargaining Agreement between the Town and the Union and to supply each new employee with a copy of it as they are hired.

Section 4.5

16. The Union is guaranteed the right to post official notices pertaining to Union Business, subject to the approval of the Town, on mutually agreed upon Bulletin Boards within the Departments where members of the Bargaining Unit are located. The Union is guaranteed a suitable locked storage area of sufficient size to store the Union's files and other pertinent materials.

Section 4.6

17. A. The Town shall make available to the Union each year, within 30 days after the signing of the Contract or the anniversary date of the Contract, a List of Employees showing their Seniority Date, Job Classification, Increment Step and Rates of Pay.
18. B. Within 30 days after a new employee has been placed on the payroll, the Town shall apprise the Union, in writing, of the Name, Date of Hiring, Job Classification, Rate of Pay and Pay Step of each employee.
19. C. When any change in employee status occurs, the Town shall notify the Union of such change within 30 days.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1

20. For the purpose of this Agreement, a Grievance is defined as any dispute between the Municipality and the Union or between the Town and any employee or group of employees concerning the interpretation, application or violations of any Provisions of this Agreement. No matter shall be subject to the Grievance Procedure unless taken up within 15 working days of its occurrence, except in the case of an employee on any Authorized Leave of Absence including Sick Leave and Vacation, who shall have up to 15 working days from the date of his return to work to file a Grievance that may have developed during his absence from work. Neither the date an action occurs, nor the date a notice or required response is received, shall be counted as a "workday" for purposes of this Article.

Section 5.2

21. Step One shall provide for the verbal presentation of the Grievance to the aggrieved employee's immediate Supervisor by the employee within 15 working days of its first occurrence. If the Grievance is not settled to the satisfaction of the Union and the employee, it will be placed in writing within 5 working days from the time it was first submitted to the Supervisor and tendered to the Head of the Department. The employee shall have the option of having a Union representative present at such meeting.

Section 5.3

22. Step Two shall provide for a meeting between a Union Representative accompanying the aggrieved employee and the Department Head within 5 working days after the Written Grievance has been received by the Department Head. The Department Head shall reply in writing to the Grievance within 5 working days of the meeting and if the union is dissatisfied with the written reply, it shall have the right to carry the Grievance to Step Three through written notification to the Mayor or his designee within 5 working days after receiving the reply of the Department Head.

Section 5.4

23. Step Three shall provide for a meeting on the issue or issues with the Mayor, or his designee within 7 working days after he has received written notification from the Union. The Grievant and two Members of the Grievance Committee of the Union will be the maximum number allowed to participate at this Step. The Union shall have the right to request and have present at Step Three, a representative of the International Federation of Professional and Technical Engineers international staff, should they so desire. The Mayor or his designee shall respond in writing to the Grievance within 7 working days of his meeting with the Union. In the event that the Mayor's designee assigned to hear the grievance at this Step Three is the same individual as that who initiated the action which lead to the grievance the parties may, upon mutual written agreement, skip this Step Three procedure and refer the matter directly to Step 5.6 arbitration.

Section 5.5.

24. All Grievances involving monetary matters such as wages and/or benefits shall be referred directly to Step 3 of the Grievance Procedure.

Section 5.6

25. Within fifteen (15) working days after the written decision in Step III above has been received by the Union President or in his/her absence by the Union Vice President, the Union, by written notice to the Mayor or his designee, shall have the right to submit the Grievance(s) to the Connecticut State Board of Mediation and Arbitration, operating under their voluntary rules of Labor Arbitration. The decision of the Arbitrator or Arbitration Panel shall be final and binding. The Arbitrator or Arbitration Panel shall not have the right to detract from, modify, or alter this Agreement.
26. A. Nothing in this Article is intended to preclude the Town from filing a Grievance against the Union. Such Grievance shall be submitted within fifteen (15) working days of its occurrence to the Union's Executive Board through the Union President. If not satisfactorily resolved within two (2) weeks of its submission to the Executive Board, the Grievance may be submitted to Arbitration before the Connecticut State Board of Mediation and Arbitration for a binding decision within ten (10) working days of receipt of the Union Executive Board's response.
27. B. Any grievance submitted to the Connecticut State Board of Mediation and Arbitration, pursuant to this Section, may, at the Town's option and cost, be transferred to the American Arbitration Association for arbitration, under its rules of labor arbitration and said grievance shall be withdrawn from the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding. The arbitrator shall not have the right to detract from, modify, or alter this agreement.

Section 5.7

28. An individual employee, at any time, may present a Grievance to the Town, through the Mayor or his designee, and have the Grievance adjusted, without intervention of the Union, provided the adjustment shall not be inconsistent with the terms of the Collective Bargaining Agreement between the Town and the Union. The grievance and the Town's response shall be in writing and the Union shall be given prompt notice of the adjustment.

Section 5.8

29. In the event any employee is directly responsible to a Department Head in his position rather than the type of Supervisor defined in Section 5.2, Step One Procedures shall be dispensed with in the case of a Grievance of such an employee. After such employee has exhausted the Procedures of Step Two without getting a satisfactory resolution of the Grievance, the issue will be tendered directly to Step III of the grievance procedure.

Section 5.9

30. Steps One and Two of the Grievance Procedure may be waived by mutual written agreement of the parties.

Section 5.10

31. When Grievances arise that involve a Whole Department or Whole Departments, or the Bargaining Unit as a whole, or if it is a Union Grievance, such Grievance shall be submitted directly to Step III of the grievance procedure.

Section 5.11

32. If the Town fails to meet the time specifications of any Step of the Grievance Procedure, the Grievance involved may be submitted to the next Step of the Grievance Procedure. If the grievant or Union fails to process a grievance to the next Step within the time limitations of the grievance procedure, it will constitute an acceptance of the decision rendered by the Town at the last step, provided the Town responded in a timely manner to the last step.

Section 5.12

33. As an option to the above Arbitration Procedures, either party may submit its Grievance for Arbitration to an expedited system of Arbitration based on the following conditions:
34. A. Arbitrator, to be mutually agreed upon by Town and Union in such expedited procedure, shall be selected from a list of ten Arbitrators to be compiled within thirty days of execution of this Agreement. If the parties cannot agree on such list within the time specified, then this Section shall be null and void.
35. B. Grievance, after having been processed at the appropriate Step(s) of the Grievance Procedure, shall be submitted promptly to expedited Arbitration by letter from the moving party to the Arbitrator with a copy of such letter to the other party. Hearing of the case shall take place within ten working days of the date such Grievance was filed for Arbitration with the Arbitrator. Award of the Arbitrator shall be issued in writing within ten working days of such Hearing.
36. C. If the Arbitrator, first agreed upon by the parties, is unable to hear the case in question within ten working days from the time the Grievance is filed for Arbitration, then the parties shall proceed to select an alternate Arbitrator from the list of ten Arbitrators referenced in this Section.

37. D. The parties may mutually agree upon time limitations different than those set forth in this Section. Any such agreement shall be in writing. The decision of the Arbitrator shall be final and binding upon the parties. The costs of the Arbitrator shall be borne equally by both parties.

Section 5.13

38. The Town will keep separate from the employee's personnel files any grievance filed by the employee as well as any decisions rendered, unless the State Board of Labor Relations, State Board of Mediation and Arbitration or court orders otherwise.

ARTICLE 6
RECLASSIFICATION PROCESS

Section 6.1

39. Any employee may make a written request on a Job Analysis Questionnaire for Reclassification of his/her position; first, to his/her Department Head who shall in turn submit it within ten days of such request to the Director of Human Resources provided that no such request has been made during the previous twelve months and a copy of such request shall be sent by the Town to the Union President. The Director of Human Resources shall make a job study and the Town will give a formal written decision to the Union and the employee requesting Reclassification within thirty days of such request unless such time is extended by mutual agreement of the Town and the Union. When a new position is reclassified and the position is currently filled, the newly classified position shall not be posted.

Section 6.2

40. Disputes concerning job reclassification and/or pay increases shall be subject to the grievance procedure and shall start at Step III of the grievance procedure. 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 fifty percent (50%) and the Union fifty percent (50%).

ARTICLE 7
HOURS OF WORK

Section 7.1

41. The regular work week of all Office Clerical and Technical Employees shall consist of 37 ½ hours, or five days of 7 1/2 hours each, Monday through Friday. The daily work schedule for Office Clerical and Technical Employees shall extend from 8:00 A. M. to 4:30 P.M., except as otherwise specifically provided herein or as mutually agreed to by the parties, with one hour for unpaid lunch, with the following exceptions:
42. The daily work schedules of employees in the Secretary II, Senior Clerk Typist and Clerk Dispatcher classifications in Public Works Administration shall be from 7:00 A.M. to 3:00 P.M. or 11 from 8:00 A.M. to 4:00 P.M., with one half (1/2) hour unpaid lunch, and the daily schedules may be staggered so that different employees are on different work schedules.

Section 7.2

43. The regular work week for all Custodial and Maintenance Employees shall consist of 37 ½ hours, or five days of 7 1/2 hours each. Hours of work for these employees, extending from Monday through Friday, is further defined as follows:

Town Hall Custodians:

1st Shift --6:00 AM to 2:00 PM Monday through Friday, Year Round, Half (1/2) hour lunch.

2nd Shift --2:00 PM to 10:00 PM, one half (1/2) hour lunch. Monday through Thursday 1:00 PM to 9:00 PM on Friday; one half (1/2) hour lunch.

Police Department Custodian:

8:00 a.m. to 3:30 PM one half (1/2) hour lunch, Monday through Friday.

Baldwin Center/ Birdseye Municipal Complex Custodian:

6:30 AM to 2:30 PM -Monday through Friday, one half (1/2) hour lunch

Paramedics Hours of Work/ Schedule:

Paramedics work a 37 1/2 hour work week, they are assigned a 12 1/2 work shift and are scheduled to work so that their hours do not exceed 37 1/2 hours per week. The current Paramedic work schedule has been in place since August 2005 and is incorporated herein by reference.

44. The Union agrees that a change to a department's daily work schedule may be made by the Town provided that the change is announced by the Town ten (10) days prior to such change, and that written notice of such change is provided to the Union. Such change may be made by the Town no more than twice per calendar year and for no longer than ninety (90) days at a time. Employees affected by such change may be exempt from the changed work schedule in the event of family care issues (child care, elder care) and further provided the department head approves such exemption.
45. In the Recreation Department, it is understood that three (3) hours notice of Overtime shall be given whenever practicable. The Custodian will have the option to refuse Overtime Assignments subject to the approval of the Superintendent of Recreation and/or his designee. Such approval by the Superintendent will not be unreasonably withheld. It is further understood that the Town may use a part time Recreational Employee to substitute for the Custodian in the event that the Custodian does not work the Overtime Assignment.

Section 7.3

46. The Town shall have the right to assign or reassign clerical duties within the Police Department providing such duties are consistent with the employee's job description and/or wage classification.

Section 7.4

47. No person outside the bargaining unit shall do bargaining unit work, except that supervisors or department heads may perform bargaining unit work during an employee's lunch break or AM and PM coffee break, or sick days. Additionally, supervisors may perform bargaining unit work while an employee is on vacation, however not to exceed ten (10) days per year per job classification.

Section 7.5

48. Under the terms of this agreement employees work a thirty-seven and one-half (37 1/2) hour work week or seven and one-half (7 1/2) hour work day and their paid time off benefits such as holidays, vacations, sick leave are based on a thirty-seven and one-half work week or a seven and one-half (7 1/2) hour work day. This understanding applies to paramedics, notwithstanding, that paramedics work a twelve and one-half (12 1/2) hour work shift. The paramedics twelve and one-half (12 1/2) hour work shift is not a work day.
49. It is understood by the parties that paramedic employees are credited seven and one-half (7 1/2) hours for every one (1) day of holiday credit, vacation day, sick day, personal day, or perfect attendance day that the paramedic is entitled to per this agreement. If a paramedic

calls out sick for an entire work shift, and he/she has sick leave time banked, he/she will be paid 12.5 hours of sick leave for that shift.

ARTICLE 7B
UNIFORMS

50. A Uniform Program for Custodial Maintenance Personnel, including Kennel Attendant, shall be continued and such payment shall be six hundred (\$600) dollars per year, payable on April 1st of each year. The secretary at the WPC Plant and any other member of Local 136 whose regular office assignment is at the WPC Plant, shall receive a three hundred (\$300) dollar allowance for clothing maintenance. The Town will provide the Assessment Technician with one pair of safety shoes, which will be replaced on an as needed basis. It is the employee's mandatory responsibility to have and wear safety shoes at all times while at work. All safety shoes shall meet OSHA guidelines for Occupational Foot Protection (1910.136), the standard set by the American Society of Testing Material International Standards F2412-05. The Minibus Driver at the senior Center shall receive 5 short sleeve shirts, 5 long sleeve shirts and 1 Jacket in the first year of employment. Each subsequent year, the Minibus Driver shall receive 1 short sleeve shirt and 1 long sleeve shirt. EMS Personnel shall receive within their first year of hire, 5 short sleeve shirts, 5 long sleeve shirts, 5 pairs of trousers and every year thereafter the EMS personnel will receive \$300 in vouchers [through SEMS] for the purchase of approved replacement clothing, boots and belts.

ARTICLE 8
OVERTIME POLICY

Section 8.1

51. All members of the Bargaining Unit shall be paid at the rate of straight time their regular pay rate for all hours worked in excess of the regular work day of 7 1/2 hours and all hours worked in excess of the work week of 37 1/2 hours; and at the rate of time and one-half (1 1/2) their regular pay rate for all hours worked in excess of forty (40) hours per week.
52. All members of the Bargaining Unit (except Paramedics) shall be paid at the rate of 1 1/2 times their regular pay rate for all hours worked on Saturday as such, provided they have worked in excess of thirty-seven and one-half (37 1/2) hours for the week, except for weeks in which a paid holiday off occurs. All members of the bargaining unit (except Paramedics) shall be paid at the rate of two (2) times their regular pay for all hours worked on Sundays and Holidays as such. Paramedics will be paid at 1.5 times the hourly rate if the employee works in excess of the 12.5 hour shift or in excess of the 37.5 hours in a given week.

Section 8.2

53. There shall be no pyramiding of overtime, meaning that an employee who is being paid overtime shall not be paid any additional overtime pay or enhancement for the same work time.

Section 8.3

54. The breaking point for the determination of overtime pay shall be fifteen (15) minutes.

Section 8.4

55. All overtime shall be authorized by the Department Heads.

Section 8.5

56. Employees required to work before the start of their regularly scheduled work day shall receive overtime pay as provided in Section 8.1 above.

Section 8.6

57. It is understood that the salary contained in Appendix A of this Agreement, covering the position of Operations and Programming Supervisor, represents the total payment for all hours worked in performance of assignment duties and responsibilities of that position. The Union and the Town recognize that this position is exempt from the Overtime Provisions of this Agreement reflecting such exemption that is provided under Federal and State Law.

Section 8.7

58. Time off with pay shall not count for purposes of overtime. Employees paid for time off (sick time, vacations, personal days, worker's compensation, etc.,) shall not have that time count for purposes of overtime computation, except that days off with pay earned due to perfect attendance shall count for purposes of overtime computation.

Section 8.8

59. Birdseye Complex -See Attached Memo 10-21-01

ARTICLE 9
SICK LEAVE

Section 9.1

60. A. Effective January 1, 1989, employees hired after January 1, 1989 and prior to October 21, 2003 shall earn sick leave benefits at the rate of one (1) day per month for the first five (5) years of service, and shall be allowed to accumulate said days to a maximum of sixty (60) days. At the end of this five (5) year period, employees shall be entitled to the sick leave benefit described in paragraph B of this section and any unused sick leave earned during the first five (5) of employment shall be void.
- B. The sick leave ordinance, formerly sections 25-7 through 25-20 of the Stratford Code has been repealed; however, except as provided in 9.1A above, employees hired after January 1, 1989 and prior to October 21, 2003 shall continue to receive the same sick leave benefits that were provided for in the repealed ordinance. Those sick leave benefits are set forth in Appendix C.

Section 9.2

61. Employees hired after October 20, 2003 shall earn paid sick leave benefits at the rate of one and one quarter (1 1/4) days for each month of active service and shall be allowed to accumulate said sick leave days up to a maximum of ninety (90) days. Employees who are eligible for retirement and retire pursuant to the Town of Stratford Retirement Plan shall be paid for one-half of their accumulated, unused sick leave time at their then current rate of pay up to a maximum of forty (40) days. Such payment shall not be included in calculating pension benefits.

Section 9.2A

62. Employees hired prior to October 20, 2003 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 this section. Such employee shall make a decision as to which sick leave plan they want by June 30, 2007. Any employee who opts to remain in the former sick leave plan shall remain in such plan until June 30, 2009, at which time the former sick leave option shall cease, and the employees will be automatically placed into the new sick leave plan. Effective July 1, 2006, employee shall earn one and one quarter (1 ¼) 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 ninety days (90) days. Employees are eligible to receive a lump sum cash payment up to a maximum of forty-five (45) accumulated sick leave days at their current rate of pay upon retirement or death and such lump sum cash payments shall be

increased to sixty (60) days effective June 30, 2009. The sick leave payout shall not be included in their pension calculation.

Section 9.2B

A. Employees hired on or after the implementation of this agreement shall only be entitled to the Sick Leave plan listed in Subsection 9.1.

Section 9.2C

63. 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.

Section 9.3

64. A. All sick leave and injury leave is to be used only when genuinely needed and any abuse of this leave will not be tolerated by the Town.

65. B. As a guide, the Town will consider as abuse any short-term leaves for sickness or injury that represents a pattern of abuse, or any pattern of abuse without regard to the quantity of days used, for example, an employee who reports sick mostly when he is scheduled to work the day shift, or the night shift, or weekends the day or night before or after his regularly scheduled shift or the day, or night shift before or after a holiday, or any type of pattern that can be conceived. Should the Town believe that the employee has abused Sick Leave it may discipline the employee and such discipline shall be subject to the Provisions of Article 10, Disciplinary Action.

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.

66. C. Under no conditions shall an employee receiving Sick Leave Pay from the Town of Stratford undertake a job other than the job he holds with the Town of Stratford.

67. D. All employees shall be permitted to use up to three (3) sick days per calendar year for Family Sick Leave to attend to the sickness of members of the employee's immediate family. Use of such leave shall impact an employee's perfect attendance record.

Section 9.4

68. Each individual employee agrees that the sick leave privileges granted herein shall not be abused. The Union agrees on behalf of itself and all employees to encourage that sick leave be utilized only when absolutely necessary. The Town and the Union agree to the formation of a joint committee within thirty (30) days after the signing of this Agreement. The joint committee, composed of three (3) Union representatives and three (3) Town representatives shall function only as follows: The Committee shall meet quarterly, or more frequently, if needed, to review the attendance records of employees.

Section 9.5

69. Should there be a dispute concerning disciplinary action taken for sick leave abuse, said dispute shall be handled beginning with step 3 of Section 5.4, Article 5, Grievance Procedure and Arbitration. If such grievance is not resolved to the satisfaction of the Union, at Step III of the grievance procedure within five (5) days after such meeting, the Union may, within ten (10) days thereafter, submit the matter to the Connecticut State Board of Mediation and Arbitration to be handled under the Boards rules for expedited Arbitration, and whose decision shall be final and binding on the, parties. The Union shall notify the Step III representative, within ten (10) days of such filing, said Board shall be limited to the express terms of this Agreement and shall not have the power to modify, amend or delete any terms of provisions of this Agreement, or render a decision contrary to law.

Section 9.6

70. A physician's original note must be provided to the Director of Human Resources (which will be validated upon receipt) if any employee is absent for three (3) consecutive days. The employee must be seen by a doctor by the third (3rd) day and deliver, or cause to be delivered the physician's note described above in this paragraph to the Director of Human Resources.
71. A physician's original note must also be obtained by an employee who is absent the regular work day following overtime work. If the practice of going on sick leave the regular work day following overtime work becomes habitual, such absence can be construed as sick leave abuse. Failure to comply with the above time limits may result in the employee not receiving sick leave pay.

Section 9.7

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

Section 9.8

73. Employees who maintain perfect attendance during the first quarter of the calendar year, or any quarter of the calendar year, shall earn a day off, with pay, for each quarter. Employees who earn all four (4) days shall receive a bonus one (1) day of paid leave. Leave for perfect attendance shall be used in the same manner as vacation leave. Any unused leave may be carried over to the following year, at which point it shall be cashed out on the second pay period of December. Perfect attendance shall be broken by any use of sick leave, injury leave (workers compensation) or unpaid leaves of absences. Death in the family shall not be counted as sick time. Earned Incentive time shall be paid when requested by the employee in the calendar year following accrual, or no later than the second pay period of December in the year following accrual.

Section 9.9

74. When an employee has been absent for seven (7) days the supervisor shall be required to meet with the employee and a Union representative to discuss the employee's attendance, unless such absence is covered by the Family Medical Leave Act.

Section 9.10

75. Supervisors shall be held responsible for monitoring sick leave of employees under their direction in order to detect sick leave abuse.

Section 9.11

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

Section 9.12

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

Section 9.13

78. None of these provisions of this Article shall apply to situations involving Workers Compensation unless noted and all of the provisions of this Article shall be subject to the requirements of the Family Medical Leave Act, as the same might be amended.

ARTICLE 10
SENIORITY

Section 10.1

79. Seniority shall be defined as the length of an employee's continuous service with the Town and may be lost or terminated only under the following conditions:
80. A. Resignation from employment;
81. B. Discharge for just cause;
82. C. After a layoff of more than 24 months;
83. D. Failure on the part of the laid-off employee to return to work within ten (10) working days from the date of receiving notification to report back to work.

Section 10.1 A

84. When employees have the same date of hire, seniority shall be determined by:
1. Test scores
 2. Alphabetically

Section 10.2

85. All new employees shall be regarded as probationary during the first twelve (12) months of their employment by the Town. New employees shall be evaluated by their Department or Division Head monthly during their probationary period. New employees shall keep the Union apprised of their progress during this probationary period. A probationary employee shall have no seniority rights, his retention as an employee is entirely within the discretion of the Town and his discharge is not subject to the grievance arbitration procedures of Article 5 of this Agreement. Upon completion of the probationary period, the employee's seniority shall date from his first day of employment. No job bids are allowed while an employee is on probation.

Section 10.3

86. As soon as the Town is made aware that there will be a job vacancy in a job covered by this Agreement, the vacancy shall be posted for a period of five (5) days on a centrally located bulletin board so that employees within the Bargaining Unit shall have an opportunity to bid for the job. All bids shall be in writing and sent to the Director of Human Resources. All bids must be received not later than the end of the fifth working day after posted. Bids will be date stamped as evidence of timeliness and all bidders will receive a copy. Within five (5) days after all of the above posting requirements have been met by the Town, the Town shall then render its decision as to the successful bidder. This Article does not establish a minimum manning requirement for any position in the Bargaining Unit. Each employee can only have one (1) successful job bid per twelve (12) month period, except that an employee may bid back to their prior department in the event a position opens for bidding within twelve (12) months of their initial bid.

Section 10.4

87. The senior employee who is the most qualified for the job, as determined by the Director of Human Resources, shall be given the first opportunity to fill the position provided he/she has demonstrated satisfactory prior work performance, and meets the physical requirements for the job. In cases of those employees bidding who have documented disciplinary records of attendance problems and or problems with past performance on the job, such factors relating to the attendance and or past performance shall also be considered by the Town in filling jobs. Most qualified for the job shall mean that the employee possesses the necessary education and experience and demonstrates the requisite knowledge, skills and abilities, as further described in the job description, to perform the duties of the position for which the employee has applied.

Application of Seniority to Job Bidding:

88. In all applications of seniority under this agreement for job bidding, the ability of the employee shall mean the qualifications, skills and ability (including physical fitness) of an employee to perform the required work. Where ability, skills and qualifications to perform the required work are, among the employees concerned, equal, seniority as defined above shall govern.

Performance Testing:

89. The Town may conduct impartial performance tests relative only to dictation skills, data processing skills, word processing, basic computer skills and typing in clerical job classifications, subject to the following conditions.

90. The test shall be acceptable to both the Union and the Town. Tests involving Dictation and typing skills will be for the purpose of determining an employee's ability to take dictation and type according to currently acceptable Town of Stratford minimum standards; tests involving data processing, basic computer skills and word processing skills shall be for the purpose of determining an employee's ability to perform according to currently acceptable Town of Stratford minimum standards.
91. An employee who can produce verification of his or her ability to perform these skills shall not be required to take these tests. In addition, these tests shall only be given if these skills are not required in the job currently held by the employee.
92. The employee who takes the test has the right to inspect the completed test results within five (5) days of test taking.

Section 10.5

93. In all future job openings, be it through vacancy, lay-off or bumping, whenever the bargaining Unit employee meets the qualifications for the job, as defined in Section 10.4, the Town shall grant a one hundred twenty (120) day trial period to the employee for the purpose of being trained in the office procedures and for the employee to demonstrate the ability to perform the job. The Department Head and/or Division Head will evaluate the employee on a monthly basis. The Town shall keep the Union and the employee apprised of the employee's progress during this trial period. In the event that the employee proves himself incapable of handling the position, prior to or by the end of the one hundred twenty (120) day period, he will be returned to his original position, and the next opportunity to fill the vacancy will be given to the next senior bidder who is qualified.

Section 10.5A

94. Any employee promoted shall serve a one hundred twenty (120) day trial period. The Town shall continue to evaluate the employee's performance on a monthly basis, and keep the employee apprised of his progress during the trial period. In the event that the employee does not successfully complete the trial period, he shall be returned to his original position, and the job opening shall be posted for bidding as provided for in Section 10.3.

Section 10.6

95. During the trial period, the employee's Department Head shall make available to the Union a monthly report of the progress the employee is making on the job.

Section 10.7

96. Secondary and tertiary vacancies shall be posted in the same manner as specified above. The same procedure involving the progress report as outlined in Section 10.6 shall also be followed.

Section 10.8

97. Part time employees shall not be hired at the expense of regular full time employees. For purpose of this Agreement, a part time employee is defined as one who works less than twenty (20) hours per week. With the exception of temporary replacements for those on Extended Sick Leave, temporary help, including seasonal help, shall be defined as those hired for no more than one hundred twenty (120) days.

Section 10.9

98. Nothing within this Agreement shall prevent the Municipality from hiring outside the Bargaining Unit provided that no one within the Bargaining Unit is eligible.

Section 10.10

99. In the event that a new job or classification is created which is determined by the Director of Human Resources to fall within the Bargaining Unit, it shall be posted in the same manner as specified above. If a dispute arises over whether a new classification or job should be in or out of the Bargaining Unit, the matter shall be referred to the Connecticut state Board of Labor Relations for a final determination.

DISCIPLINARY ACTION

Section 10.11

100. All disciplinary actions, suspensions and discharges, shall be for just and sufficient cause. The employee shall be informed verbally of such disciplinary actions, suspensions and discharges as soon as possible, and whenever possible, on the same working day. All suspensions and discharges, and the specific reasons for them, shall be stated in writing and a copy forwarded to the employee and the Union as soon as possible but, in any event, not later than two working days after the date of such suspension or discharge and not counting the day of the suspension or discharge in computing such period of days.

Section 10.12

101. Should there be any dispute between the Town and the Union concerning the existence of good and sufficient cause for such disciplinary actions, suspensions and discharges shall be adjusted as a Grievance in accordance with the terms of this Agreement if a written complaint is filed at Step Three within five working days after the date the Union receives notice of such disciplinary action, suspension or discharge (in counting such period of days the date of the receipt of such notice shall not be counted). Otherwise, such disciplinary actions, suspensions and discharges shall be considered unchallenged and final.

Section 10.13

102. At the request of the Union or the Town, Grievances arising from either disciplinary actions, discharges or suspensions shall be given priority over all other Grievances then being processed.

Section 10.14

103. Disputes over written warning notices received by employees may be submitted to the Step of the Grievance Procedure immediately above the Step occupied by the Town Official who issued the warning and shall thereafter be adjusted as a grievance in accordance with the Terms of the Grievance Procedure. Written warning notices shall not be used as a basis for progressive discipline in the future if no additional warning or disciplinary action has been taken against such employee for a period of twelve (12) months subsequent to the written warning in question. Each employee shall have the right, at reasonable times, to examine his Personnel File. The Town agrees that it shall notify an employee if anything detrimental, in the Town's opinion, is placed in the employee's Personnel File.

Section 10.15

104. In the event any unscheduled or scheduled meeting that may lead to disciplinary action is held between an employee and a Supervisor, said employee shall have a right to have a Union Representative present at such a meeting. This shall not apply in those instances when a supervisor conducts a routine appraisal or discussion with the employee over said employee's work performance. At no time shall an employee be required to sign a written statement or form critical of his work performance or conduct or attitude without said employee's consent, and with a Union Representative being present should the employee so desire.

LAYOFF AND RECALL PROCEDURE

Section 10.16

105. If a reduction in the number of employees within a job classification in the Bargaining Unit is required, employees with the least seniority shall be laid off first. Recall rights shall be in the reverse order of layoff. An employee shall retain his seniority status and right to recall for twenty-four (24) months following the date of his layoff. Seniority shall continue to accrue during the period in which an employee has a right to recall.

Section 10.17

106. No regular full time employee within a classification shall be laid off until all temporary and part time employees have been laid off, it being understood that retention of regular full time employees is dependent upon their being qualified to perform the work available. Employees who have been notified of layoff shall have the right to displace other employees in their own or lower job classifications provided that they are qualified to perform the work and provided that they have more seniority. No new employee shall be hired into a classification until all those on recall who are qualified, according to their Personnel File, to do the work of such classification have been recalled. It shall be the responsibility of each employee to notify the Personnel Department when the employee has acquired additional skills to add to his qualifications.

Section 10.18

107. A recalled employee shall have a right to any open position of the same or lesser grade in the Bargaining Unit provided he is qualified. If a laid off employee refuses recall to the job from which he was laid off, he shall lose his recall rights. If there is no opening in the position from which he was laid off and he refuses any other position in the same or lesser grade, he shall not lose his recall rights. If he accepts a position that carries the same or lesser grade and an opening thereafter occurs in the position he formerly held, he shall have a right to fill the position formerly held.

Section 10.19

108. Employees shall be given at least a forty-five (45) day notice that they are to be laid off, or pay in lieu of said notice, provided the Town shall continue to provide medical and health benefits through the forty-five (45) day period, at which time the employee shall become eligible for COBRA benefits.

Section 10.20

109. No employees shall be transferred outside the Bargaining Unit except with the employee's consent.

Section 10.21

110. A member of the Bargaining Unit who is transferred outside the Bargaining Unit shall, upon transfer back into the Unit, be credited with the seniority he held at the time he transferred out of the Bargaining Unit.

Section 10.22

111. The seniority of an employee who is being transferred into the Bargaining Unit for the first time and who has never previously been a member of the Bargaining Unit shall commence with the date of transfer. The continuous service the employee has accrued elsewhere in Town employment shall continue in force to the extent that it shall entitle him to all Fringe Benefits granted as a result of seniority through continuous service.

Section 10.23

112. Any position occupied by an employee temporarily assigned to do the work must be posted under the terms of this Agreement if such a temporarily assigned employee occupies the position for more than thirty (30) days. It is agreed that this Section does not apply to those situations involving employees who are temporarily assigned as replacements for those on Vacation Leave, Sick Leave or Family Medical Leave Act leave. The Union shall be notified of any Vacation Sick Leave or Family Medical Act Temporary assignments.

Section 10.24

113. Should the Town introduce any new equipment; methods or processes as a substitute for or replacement of present equipment, methods and processes, employees in jobs affected by such innovations shall be given a reasonable period of time to train in the use of such new equipment, methods and processes.

Section 10.25

114. Should the Town establish the position of Administrative Clerk to be funded out of the Town's General Fund, the selection process for filling this position shall be the same as contained within the contract i.e. posting with the exception that the position shall be filled by the most qualified individual having taken into consideration the candidate's past performance,

attendance and other factors related to job performance. All things being equal, seniority shall be the deciding factor. There shall be no training program for this position. Should the Town be unable to fill this position with an existing member of the Bargaining Unit, it shall be free to fill it through open competitive means.

Section 10.26

115. The following provisions will be in effect for any bargaining unit member who is laid off and/or bumped into another position pursuant to Sections 10.16 and/or 10.18 of this Agreement:
116. A. In the event that a bargaining unit member bumps into another position as a result of a layoff, that member will serve a ninety (90) day trial period to prove the bargaining unit member's competency in the new position.
117. B. At the end of the trial period, the bargaining unit member will be advised that (1) member has successfully passed the trial period and will remain in that position or (2) the member has not successfully passed the trial period and will be removed from that position.
118. C. In the event the member is removed from the position, the member will be offered any available open position (funded vacancy) of an equal or lower pay grade to the one in which the member bumped into and for which the member is qualified.
119. D. If the member accepts the offered position, that member will serve a ninety (90) day trial period. At the end of the trial period, the member will be advised that (1) the member has successfully passed the trial period and will remain in that position or (2) the member has not passed the trial period and will be laid off from the Town's employ for lack of funds or work. The member will not have the right to exercise another bump or fill another vacant position.
120. E. In the event the member refuses the offer in #3 above, the member will be laid off from the Town's employ for lack of funds or work. The member will be eligible for recall per Article 10 of the Agreement between the parties.

ARTICLE 11 LEAVES OF ABSENCE

Section 11.1

121. The Town must grant a Leave of Absence, without pay, to any employee, in accordance with the terms of the FMLA, and, additionally, may grant a leave of absence, in addition to any leave required by the FMLA, upon an employee's request, for a period not to exceed one (1) year. Upon expiration of any approved Leave of Absence, without pay, if so requested by the

employee, he shall be reinstated to the position held at the time such Leave was granted or in an equivalent position provided he has the ability to discharge his duties.

Section 11.2

122. During such Leave of Absence, such employee shall accumulate his seniority. His reemployment shall be subject only to the condition that he is able to perform the duties required of him.

Section 11.3

Pregnancy Leave

123. Pregnancy leave shall be granted with the terms of the FMLA and the Town's FMLA policies and other applicable law.
124. In applying for Pregnancy Leave, the personal physician of the expectant mother, in cooperation with the Town, shall determine the proper time for the employee to stop work. It is the Town's intent that the employee shall work as long as possible before delivery. However, this requirement will not assume authority over an order to stop work at a prior date, if in the opinion of the employee's physician, the condition requires such. The employee will be entitled to return to her position as soon as she can provide a written doctor's note to the Director of Human Resources confirming that she is physically fit to do so. When taking pregnancy leave, an employee may make use of any available paid sick or vacation time to insure a continuation of her pay, after the exhaustion of any such paid sick or vacation time, however, the remainder of the employee's pregnancy leave will be on an unpaid basis. An employee who does not return to work on the expiration of an approved pregnancy leave of absence will be deemed to have resigned.
125. This policy will be interpreted in accordance with applicable FMLA, Connecticut anti-pregnancy discrimination and other applicable law.

Section 11.4A

Maternity/Paternity Leave

126. An employee may request maternity or paternity leave in accordance with the Town's FMLA policy. In any event, the employee is entitled to a minimum 60 days of maternity/paternity leave even if no FMLA leave is otherwise available to her/him.
127. An employee who does not return to work on the expiration of an approved maternity/paternity leave of absence will be deemed to have resigned.

128. This policy will be interpreted in accordance with the FMLA and other applicable law.

Section 11.4

129. Employees who are called for Jury Duty shall be granted Leave of Absence for such period as is required and shall be paid the difference between their regular pay and the amount received for Jury Duty. In the event that unusual circumstances result in causing a hardship for the employee because of unusual expenses for transportation and meals, the Town may, at its discretion, grant reimbursement for transportation and meals in addition to the normal benefit provided for Jury Duty. Despite the worthy purpose of the responsibility of preserving quality of service to the citizens through employee presence and, therefore, the Town may make the necessary appeals to the appropriate authorities for the employee to be excused. Employees shall actively cooperate with the Town in this circumstance when requested to do so.

Section 11.5

130. Employee shall be entitled up to three (3) days leave for attendance at the funeral or similar service for the death of a husband, wife, child, grandmother, grandfather, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son in-law, grandchild, uncle, aunt, niece or nephew, but in no event shall such leave exceed three (3) days.

Section 11.6

131. Employees summoned for Training Duty with any Armed Forces Reserve Corps Program or National or State Guard Training Programs shall be paid the difference between pay received for such Duty and his regular pay from the Town. This pay shall apply only to a maximum of two (2) weeks of Annual Field Training. Employees must provide the Human Resources Department with verification of Military Pay two weeks in advance of Training Period.

Section 11.7

132. Employees serving in the Armed Forces of the United States or of Connecticut shall receive all rights and privileges they are entitled to under law.

Section 11.8

133. Employees required to attend proceedings of the State Board of Labor Relations, including unfair Labor Practice Charges and Representation Cases, shall suffer no loss in pay while attending such proceedings.

Section 11.9

134. Employees who resign shall tender their resignation at least two (2) weeks in advance of their termination, and within three working days thereafter, shall be interviewed by the Human Resources Director who shall apprise such employee of the specific amounts of all pay and benefits due such employee at the time of termination.

ARTICLE 12
UNION BUSINESS

Section 12.1

135. Representatives of the Union's Negotiating Committee or its Grievance Committee shall be free to attend meetings during working hours at no loss of pay with Town Officials in connection with the processing of Grievances or the negotiating of a Contract. It is the understanding that Negotiations and Grievance Sessions will be conducted at a time mutually convenient for the Town and the Union and this does not limit these Sessions to be conducted solely during working hours.

Section 12.2

136. Union Officers may be granted, with the approval of their Department Head, or the Department Head's designee, a Leave of Absence with pay not to exceed twenty-five (25) days in the aggregate per year for purpose of representing the Union at meetings or attending Union conferences or educational programs. The Union shall provide the Human Resources Department with a list of its Officers and Officials at time of appointment or election.

Section 12.3

137. Union Business of an urgent nature may be conducted by Union Officials during the course of the working day with the approval of the Department Head or the Director of Human Resources.

ARTICLE 13
VACATIONS

Section 13.1

138. The Vacation Period shall extend from January 1st through December 31st. Vacation accrual is computed as of each employee's service up to December 31st of such vacation period.

Less than 1 year -1 day per month of service (Maximum 5 days).

1-4 years -10 days

5-8 years -15 days

9 years -16 days

10 years -17 days

11 years -18 days

12 years -19 days

13 years -20 days

14-24 years -20 days

25 or more years -25 days

Section 13.2

139. A. All employees who wish to take their vacation during the period of June 1 through December 31 shall submit their requests in writing to their respective Department Head, or the Department Head's designee, for approval by May 15th. The senior employees have preference provided that it doesn't interfere with Departmental Operation. Those who don't signify their preference by May 15 shall lose preferential rights to Vacation Time during that period. Any changes in vacation time sought pursuant to this Section shall also be submitted in writing to the employee's Department Head. Employees shall have the right to take Vacation Leave by separating the time due them under Section 13.1 into individual weeks or fractions thereof provided the approval of the employee's Department Head, or the Department Head's designee is obtained.

140. B. Vacations taken during June 1 through December 31 shall be subject to the following: in each organizational unit, employees, according to seniority, shall select vacations during weeks in which holidays fall, on a yearly rotating basis.

Section 13.3

141. Vacations must be taken during the calendar year in which the employee is entitled to Vacation, except as provided for in Section 13.7. Payments in lieu of Vacation Time will not be permitted.

Section 13.4

142. In the event that an employee is on sick leave as the result of hospitalization during his/her vacation period, he/she shall be allowed the option of changing his/her vacation to sick leave provided hospitalization is verified by an original physician's note submitted to the Director of Human Resources, which note will be subject to validation by the Town upon receipt.

Section 13.5

143. For all the Accrued Vacation Time unused at the time of his retirement, an employee shall receive one week's pay for each week of such unused time and one day's pay for each unused day.

Section 13.6

144. In the event of an employee's death, his or her wife or husband, or in the absence of either, his or her beneficiary or estate shall be paid for all unused Vacation Time in the manner stipulated in the above Section.

Section 13.7

145. Each employee shall have the right to carry over a maximum of two (2) weeks of Vacation Leave due him/her or any fraction thereof to the following calendar year.

ARTICLE 14
HOLIDAYS

Section 14.1

146. Each employee shall receive thirteen (13) paid holidays in each fiscal year as follows: New Year's Day; Martin Luther King's Day; Lincoln's Birthday; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day.

Section 14.2

147. If one of these holidays occurs during the Vacation Leave of an employee, the employee shall be given a day off in lieu of the holiday to be taken at a later date to be agreed on by himself and his Department Head, or the Department Head's designee.

Section 14.3

148. When anyone of these specified Holidays falls on a Sunday, the following Monday shall be observed as the Holiday. Likewise, if any of these Holidays falls on Saturday, the preceding Friday shall be observed as the Holiday.

Section 14.4

149. Employees regularly scheduled to work on one of the thirteen (13) paid Holidays listed in Section 14.1 shall be given a day off at a later date, the time to be taken at a mutually convenient date for both the employee and the Town.

Section 14.5

150. Whenever one of these holidays shall occur while an employee is on sick leave, as the result of an emergency (other than an elective procedure) in-patient hospitalization, including the recovery period at home, 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 an original physician's note submitted to the Director of Human Resources, which note will be subject to validation by the Town upon receipt.

Section 14.6

151. Paramedics shall receive holiday credits for thirteen (13) paid holidays detailed in Section 14.1 above. Each paramedic shall receive a holiday credit in the amount of seven and one-half (7 1/2) hours for each holiday. The holiday credits may be taken as time off with pay or paid out at the end of the calendar year in which they will earn but no later than the second pay period in January.
152. If any paramedic resigns, is laid-off or is terminated from employment prior to the end of the calendar year, the Town will credit any earned and unused holiday credits, or deduct any used but unearned holiday credits, from the last pay check of the employee.

ARTICLE 15
LONGEVITY

Section 15.1

153. In each fiscal year, in addition to the wages each employee receives, each employee shall receive a longevity payment in a lump sum.

154. Section 15.2

6 years	\$300	15 years	\$600
7 years	\$325	16 years	\$650
8 years	\$350	17 years	\$700
9 years	\$375	18 years	\$750
10 years	\$400	19 years	\$800
11 years	\$425	20-24 years	\$850
12 years	\$450	25 years	\$900
13 years	\$500		
14 years	\$550		

Section 15.3

155. Longevity Payments shall be made no later than the first pay day in December of each fiscal year. Any employee, who resigns or is terminated for reasons other than retirement or death, shall receive a prorated Longevity Payment (1/12th 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/her beneficiary, then estate.

Section 15.4

156. If an employee should die before December 31st, the surviving wife, husband, or beneficiary shall receive the Longevity Payment due the employee on the first payday in December as covered by Section 15.1.

ARTICLE 16
HEALTH BENEFITS

Section 16.1

157. The Municipality agrees to provide all employees the following medical health benefits, which shall include dependent coverage:
158. A. Throughout the term of this Agreement, the Town will offer a High Deductible/HSA Health Plan: Effective January 1, 2016, the Town will offer a High Deductible/HSA Health Plan:

a. The benefits to be afforded are set out in Appendix A attached hereto. The Plan carries a \$2,000 deductible for individuals and a \$4,000 deductible for family coverage. HSA accounts will be set up for each employee who participates in the Plan. For each fiscal year of this Agreement, beginning on July 1, 2018 (the 2019 fiscal year), the Town will contribute 50% of the Employee HSA Contribution. The first Town contribution under this provision will be made on the next pay period after the Union and Town Council ratify this Agreement and will provide for a pro rata contribution of the 50% of Employee HSA Contribution payment provided for by this Agreement for the first half of fiscal year 2019. A second payment for fiscal year 2019 will be made in the amount of 50% of the remaining Employee HSA Contribution, due under this Agreement for fiscal year 2019, in January 2019. Thereafter, the Town will make its full 50% of Employee HSA Contribution, as provided for in this Agreement, in two annual installments, the first in January and the second in July of each fiscal year until the conclusion of this Agreement. The Town will create HSA accounts for each employee who participates in the Plan. For the period extending from January 1, 2016 through June 30, 2016, The Town will contribute 65% of each employee's HSA Account contribution (either \$2,000 for single employees and \$4,000 for employees plus one and family accounts [hereafter the "Employee HSA Contribution"]) on a pro rata basis for the remainder of the fiscal year. Such payment will be made in January, 2016, with the pro rata basis as an HSA start date of December 1st 2015. For the fiscal year extending from July 1, 2016 through June 30, 2017, the Town will contribute 50% of the Employee HSA Contribution. The Town contributions will be made in two installments; the first in July, 2016 and the second in January, 2017. For the fiscal year extending from July 1, 2017 through June 30, 2018, the Town will contribute 40% of the Employee HSA Contribution. The Town contributions will be made in two installments; the first in July, 2017 and the second in January, 2018.

b. Drugs/RX: Plan design attached as Appendix A.

159. B. Employee Contributions:

160. a. Effective January 1, 2018, employees will contribute 14% of the premium for medical and dental insurance. (The July 1, 2018 contributory amount will not change to 14% until the next pay period after the Union and Town Council ratify this Agreement.)

161. b. Effective July 1, 2019, employees will contribute 14% of the premium for medical and dental insurance.

- 162. c. Effective July 1, 2020, employees will contribute 15% of the premium for medical and dental insurance.
- 163. d. Effective July 1, 2021, employees will contribute 16% of the premium for medical and dental insurance.
- 164. e. Employees may enroll in an I.R.S. Section 125 Plan that shall make these deductions available through pre-tax dollars.
- 165. f. Each employee and their enrolled dependents, through age 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).
- 166. g. 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. For the purpose of this section, retirement shall be defined as retirement under Pension Plan of the Town of Stratford.

Section 16.2

- 167. The Group Life Insurance for each employee shall be set at the nearest one thousand dollars (\$1,000) of the employee's base salary capped at forty-five thousand dollars (\$45,000) with a double indemnity clause in the case of accidental death, at no cost to the employee.

Section 16.4

- 168. The Town will make an I.R.S. Section 125 plan available to all employees. Effective January 1, 2004, the Town will establish a Reimbursement Account Plan [the "RA Plan"] for the purpose of enabling employees who are ineligible to establish an HSA account to divert a portion of their gross salaries, prior to reduction for federal income taxes, by the minimum and maximum amounts allowed by law per Plan Year for Health Reimbursement, and by the minimum and maximum amounts allowed by law per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this Agreement, including but not limited to their share of the premium costs for such Plans. The following provisions will apply:

169. A. Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Town thirty (30) days prior to July 1st of each Plan Year in which he/she desires to participate.
170. B. Each employee accepted as a participant in the RA Plan must, thirty (30) days prior to January 1st, inform the Town in writing of the amount he/she wishes to contribute to the Account during the Plan Year. (The minimum and maximum contributions shall be the amounts established by law for such contributions). Said payments shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that Plan Year.
171. C. As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Town, written authorization for the Town to deduct from his/her salary, the amounts to be diverted to his/her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.
172. D. If the employment of an employee terminates for any reason while he/she is a participant in the RA Plan, the employee will be permitted to withdraw the unencumbered balance from his/her RA Plan Account.
173. E. Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted whenever possible to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants. At this time, the RA Plan as outlined meets all code requirements.

Section 16.5

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

175. A. For all employees who were hired before the date of this Agreement's ratification, upon retirement the Town will pay 50% per month towards the cost of Health Insurance for dependents, through age 64. The above payments will apply only toward the purchase of Blue Cross, Blue Shield, Prescription Drug Rider and Major Medical Insurance applicable to active employees and enrolled dependents until age 65. These payments shall be applied as an offset against insurance payments made by Pension deductions or in the case of an annuitant, but direct reimbursement, to the Town, at least one month in advance.
176. B. For all employees who were hired before the date of this Agreement's ratification, upon retirement the Town will pay 100% of the premium for the employee through age 64, and 50% of the premium for dependents. This cost sharing provision of the Agreement shall not be subject to re-negotiation until such time as the parties meet to negotiate an agreement to replace the successor to this Contract.
177. C. Employees who retired after May 11, 2015 shall enjoy the same insurance plan coverage as is provided to active Bargaining Unit employees and such retiree coverage shall be subject to change as the medical plan changes for active employees as a result of collective bargaining.
178. D. Employees hired after the date of the execution of this Agreement, will, upon retirement pay the greater of either the health insurance contributions made by active employees as that amount may change over time or 50 % of the health insurance contributions made by active employees as that amount may change over time, whichever amount is the greater.
179. E. For all employees who were hired before the date of this Agreement's ratification, upon retirement the Town will pay 100% of the premium for an employee who retires and 50% of the premium for dependents for Medicare Supplement A (Be High Option) Medical Supplement B (BS Plan 81) and Major Medical 65.
180. F. The Town will provide term life insurance of \$25,000 to employees who retire and who have not obtained age 65. Said term insurance will be reduced to \$5,000 at the time the retiree attains age 65 and will remain in effect until death.

Employees who retire and who wish to drop the Health Insurance available through the Town may re-enroll in the Insurance Plan available, at a later date, provided they submit

evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers.

For the purpose of this Section, retirement shall be defined as retirement under the Pension Plan of the Town of Stratford or an annuitant within ten (10) years of continuous service.

Section 16.6

181. Nothing in this Agreement shall be construed to prohibit the Town from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the Bargaining Unit. The Union will be notified and consulted regarding any proposed change of insurance carrier not less than sixty (60) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the Grievance Procedure at the Arbitration Level, an expedited arbitration procedure at the SBMA, or at the Town's cost, an expedited arbitration procedure at the American Arbitration Association, prior to implementation of any such change.

ARTICLE 17 WAGES

Section 17.1

182. All employees shall be eligible for automatic increment pay increases in accordance with the current Town Wage and Salary Pay Plan, which Plan shall be the Plan presently in effect. The initial increment of each new employee, shall be granted six (6) months from date of his/her hire, and April 1st of each year thereafter.

Section 17.2

183. A. Effective July 1, 2018, the wage schedule in effect shall be increased by 2%.**
- B. Effective July 1, 2019, the wage schedule in effect shall be increased by 2.25%.

C. Effective July 1, 2020, the wage schedule in effect shall be increased by 2.25%.

D. Effective July 1, 2021, the wage schedule in effect shall be increased by 2.50%.

**2.0% Retroactive to those employed as of the date of the signing of the Collective Bargaining Agreement.

Section 17.3

Any employee who is temporarily assigned to work in a higher classification by the TOWN upon the recommendation of the Department Head shall be paid at the rate of the next Step in the Higher Classification after completing four (4) hours of work in a Higher Job Classification until termination of the temporary assignment. When an employee is so temporarily assigned, the Town shall notify the Union of such assignment and the pay rate thereon.

Section 17.4

184. An employee shall be paid no less than his present rate when temporarily assigned to work in a Lower Job Classification by the Town upon the recommendation of the Department Head.

Section 17.5

185. Employees shall be given notice of no less than four (4) hours, when possible, of overtime work.

Section 17.6

186. The minimum wage for the 2nd shift custodian shall be the regular hourly rate plus a shift differential of ninety cents (\$.90) per hour retroactive and effective to July 1, 1998. Effective July 1, 1999, the shift differential for the 2nd shift custodian shall increase to one dollar (\$1.00) per hour.

Section 17.7

187. Any employee who is called back to perform work after the regular work day shall be guaranteed a minimum of no less than four (4) hours of work or pay at the current applicable premium hourly rate.

Section 17.8

188. Employees promoted to a higher job classification shall receive the next -higher pay step of the higher classification as their regular salary rate.

ARTICLE 18
PENSIONS

Section 18.1

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

190. All bargaining unit members who are hired subsequent to September 13, 1999 will be required to participate in the Town of Stratford Defined Contribution Plan (401 (a)), in accordance with the provisions of that Plan and will not be eligible to participate in the Town of Stratford Retirement Plan (Defined Benefit Retirement Plan) as revised January 1, 1999.

Section 18.2

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

ARTICLE 19
TUITION PLAN

Section 19.1

192. Effective upon the execution of this Agreement, employees shall be entitled to 50% reimbursement for a maximum of two job related courses in each fiscal year. The employee must receive a passing grade in the course(s) in order to be eligible to receive benefits. All requests regarding eligibility shall be submitted to the Director of Human Resources prior to enrollment for approval. The Town will reimburse paramedics the cost of renewing their paramedic licenses up to a maximum of \$150/year upon the concerned employee in each instance submitting their renewed license to the EMT Director.

ARTICLE 20
NO STRIKE CLAUSE

Section 20.1

193. In accordance with the terms of the Municipal Employees Relations Act, the Union agrees not to strike or withhold services during the life of the Agreement and the Town agrees not to lock out any of its employees.

ARTICLE 21
VALIDITY

194. In the event any Article, Section or portion thereof this Agreement is declared invalid by a Tribunal of Competent Jurisdiction, the remainder of this Agreement shall remain valid and in been declared invalid by such Tribunal of Competent Jurisdiction, the parties shall meet for the purpose of negotiating a substitute for the portions of the Agreement ruled to be invalid.

ARTICLE 22
PRIOR PRACTICE

195. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees of the Town have enjoyed heretofore unless such practice has been superseded by a Provision of this Agreement.

ARTICLE 23
MANAGEMENT RIGHTS

Section 23.1

196. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the Provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, except, where such rights, powers and authority are specifically relinquished. These rights shall include:
197. A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
198. 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.

- 199. C. To discontinue processes or operation or to discontinue their performance by employees.
- 200. D. To select and to determine the number and types of employees required to perform the Town's operations.
- 201. 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.
- 202. F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- 203. G. To insure that incidental duties connected with Departmental operations, whether enumerated in Job Descriptions or not, shall be performed by employees.
- 204. H. To establish Contracts or Sub-Contracts for Municipal operation's provided that this right shall not be used with the intention of undermining the Union or discriminating against its Members.
- 205. The above rights, responsibilities and prerogatives are inherent in the Town by virtue of Statutory and Charter Provisions and are not subject to delegation in whole or in part.
- 206. Such rights may not be subject to review or determination in any Grievance or Arbitration Proceeding, but the manner or exercise of such rights may be subject to the Grievance Procedure described in this Agreement.

ARTICLE 23A
PERFORMANCE EVALUATIONS

Section 23A. 1

- 207. For all employees with seniority, a performance evaluation shall be conducted annually by their immediate supervisor, except as otherwise provided in Section 10.2. Performance evaluations are intended to provide constructive feedback and do not constitute disciplinary actions under Section 10.11.

ARTICLE 24
LETTERS OF UNDERSTANDING AND MEMORANDUMS

208. The following Letters of Understanding and Memorandum's from the Town are being continued in effect:

- A. Letter concerning Payroll Purchase Plan of U.S. Savings Bonds, dated April 16, 1974.
- B. Overtime -Birdseye Complex, October 21, 2001.
- C. Paramedics Memorandum, June 28, 2005.
- D. Paramedics Holiday Credits, July 6, 2006.
- E. EMS Department Memorandum, January 27, 2006.

ARTICLE 25
SAFETY AND HEALTH

Section 25.1

209. A Health & Safety Committee shall be formed and shall consist of two members designated by the Town and two members' designated by the Union. The Committee's recommendations shall be advisory. The Town agrees to provide optimum safety and health conditions for all its employees. The employees agree to use the safety equipment and make a reasonable effort to follow the Town's Safety Rules and established guidelines for operating equipment.

ARTICLE 26
PARAMEDIC RANDOM DRUG TESTING

A. SCOPE AND OVERVIEW

210. In order to promote public safety, the Town of Stratford (herein Employer) tests all Paramedics, employed in emergency medical services, for the illegal use of controlled substances (herein "Drugs" or controlled substances") in a variety of circumstances including random testing. This program is subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities, and assets. This program mirrors many elements in the mandatory United States Department of Transportation drug-testing program.

211. Drug use has a significant negative impact on an individual's health, work, and personal life. Performing a Safety-Sensitive Function significantly increases the risk to society, in general, when a Paramedic has used Controlled Substances.

212. There are serious consequences in this program for individuals covered by this program who commit Prohibited Conduct events.

213. B. IMPLEMENTATION DATE OF THIS PROGRAM

The implementation date of this program is sixty (60) days from the date this Agreement is ratified by the Town Council of the Town of Stratford, or the Union whichever ratification is later.

214. C. DEFINITIONS

Confirmed Positive Drug Test Result means the result of a second analytical procedure, gas chromatography/mass spectrometry (GC/MS), to identify the presence of a specific drug or metabolite using the thresholds defined herein.

Controlled Substances (Drugs) are those set out in what is commonly termed the "Expanded Opiates Panel", which includes, but is not limited to,

Marijuana,
Cocaine,
PCP,
Opiates, and
Amphetamines

215. If the DOT's drug testing program changes the threshold level for positive tests for any of the drugs listed above, then this program and these testing procedure will automatically accept those changed levels.

216. Paramedic means any person employed as a Paramedic in the Emergency Medical Services of the Town of Stratford, and is represented by IFPTE, Local 136.

217. Licensed Medical Practitioner means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State and local laws and regulations, to prescribe controlled substances and other drugs.

218. Prohibited Conduct means Paramedic Employee conduct that is prohibited in this program.

219. On duty means working on the employee's regular work schedule or overtime work schedule.

220. Refusal to Submit (or Refuse to Submit) to a Drug test required by this program means that after a Drug test is required, a Paramedic Employee:

- 1 Failed to provide sufficient quantity of urine within the time limit under then-current regulations without a valid medical explanation;

- 2 Engaged in conduct that clearly obstructs the testing process;
- 3 Directly refused to take a Drug test;
- 4 Tampered with, adulterated, or attempted to adulterate the urine specimen provided;
- 5 Did not report directly to the collection site after notification and/or intentionally delayed the collection and/or testing process;

221. Safety Sensitive Function means any function performed by a Paramedic employee covered by this program while on duty regardless of location that affects the employees and the safety of the Emergency Medical Services vehicles:

222. Substance Abuse Professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselor:-s Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders or other category of FHWA approved professionals. Normally SAPs will be provided by the Town's EAP program.

223. Verified Negative Drug Test Result means the final Drug test result after the MRO has reviewed the confirmed result received from the Department of Health & Human Services (DHHS) certified laboratory. A Verified Negative Drug Test Result may result from a Confirmed Positive Test Result (from the laboratory) with a valid reason acceptable to the MRO or a Confirmed Negative Test Result (from the laboratory) that is also acceptable to the MRO.

224. Verified Positive Drug Test Result means the final Drug test result after the MRO has reviewed the confirmed positive result received from the DHHS certified laboratory which does not have a valid reason acceptable to the MRO.

225. D. PARTICIPATION AS A REQUIREMENT OF EMPLOYMENT

Participation in this mandated Drug testing program is a requirement of employment for a Paramedic Employee.

E. CERTIFICATE OF RECEIPT

Each Paramedic Employee must sign a statement certifying that he/she has received a copy of these materials.

226. F. CHANGING FEDERAL MOTOR CARRIER SAFETY (FMCSA) REGULATIONS

This program is intended to mirror FMCSA and other DOT regulations which change from time to time and it is the Town's intent to negotiate with the Union any new requirements as they become effective. Any changes which relate to drug testing procedures, laboratory certification and inspection procedures, drug testing thresholds, etc. will be negotiated with the Union.

227. G. PROHIBITED CONDUCT

Listed below is conduct that is prohibited by this program. (There are consequences for Prohibited Conduct) See Section: Consequences of Prohibited Conduct Events.

228. 1. REFUSAL TO SUBMIT

No Paramedic Employee shall refuse to Submit to a Drug test-required in this program see definition of "Refusal to Submit"):

229. 2. VERIFIED POSITIVE CONTROLLED -SUBSTANCES TEST RESULTS

No Paramedic Employee shall report for duty or remain on duty requiring the performance of paramedic functions when the Employee has a Controlled Substance test under this program with a verified positive test result. The use of Controlled Substances, except for marijuana, is permitted when a licensed medical practitioner has advised the Paramedic Employee that the substance does not adversely affect the Paramedic's ability to safely conduct paramedic duties.

230. H. TESTING PROCESS INTEGRITY, SAFEGUARDING THE VALIDITY OF THE TEST RESULTS, AND ENSURING THAT TEST RESULTS ARE ATTRIBUTED TO THE CORRECT FIRE DEPARTMENT EMPLOYEE

231. The specific provisions of this controlled substance drug testing process will be conducted in accordance with 49 CFR (Congressional Federal Record) Part 40 wherever possible. The Federal Custody and Control Form will be replaced with a nonfederal version since the federal form can only be used in federally mandated programs. Some of the protective elements under these regulations are listed below.

232. The actual Drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (DHHS). The Town of Stratford and vendors utilized in connection with Drug testing will comply with all Federal Highway Administration regulations intended to ensure the accuracy and confidentiality of test results and the fair "and respectful treatment of persons being tested. There are various testing result thresholds (Section C) for the presence of Controlled Substances before they will be reported as a confirmed positive to the Medical Review Officer (MRO).

233. A urine specimen which is identified as positive on an initial screening test will be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques before results are sent by the laboratory to the MRO.
234. Foley Laboratory Services, Inc. (the Town of Stratford's present drug testing vendor) sends known positive and negative drug specimens to the laboratories used in a "Blind Specimen" program on behalf of the Town of Stratford to periodically test the quality control and integrity of the laboratory.
235. Urine will be collected by DOT approved collection procedures. Individuals are in direct visual contact with their urine specimen container until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, along with chain of custody paperwork.
236. There is a rigorous "chain of custody" process that directly follows a specimen from initial collection through final testing. If there are unrecoverable irregularities in this process, the test is declared a "broken chain of custody" and it is canceled.
237. All individuals who are tested must be identified via picture identification or by authorized Town of Stratford personnel to ensure that the individual tested is the correct person. An individual's employee number is used to track the testing process.
238. The split specimen testing option process, which must be completed if requested by the Paramedic Employee, provides significant additional security.
239. I. CIRCUMSTANCES FOR DRUG TESTING
240. Paramedic Employee must submit to approved Drug tests in the circumstances listed below. A Paramedic Employee is subject to Drug testing at any time while on the job. When notified, Paramedic Employee must proceed directly to the collection site accompanied by the EMS Administrator/Supervisor.
241. A Paramedic Employee may select a laboratory for testing a split sample Drug test, provided the laboratory so selected is a DHHS certified laboratory and complies with the requirements of FMCSA regulations.
242. 1. Random

Paramedic Employees on duty are subject to unannounced random selection for Drug testing. The initial random selection procedure is "random with replacement". A characteristic of this type of random selection is that a Paramedic Employee may be tested multiple times

during any given year. In fact, due to the "luck of the draw", some individuals will be selected multiple times in a year. Under this initial random selection procedure, prior random selections do not impact the chances of random selection in any random selection procedure. The maximum number of random drug tests shall be determined by the Town but in no event be less than the total number of budgeted positions of professional Paramedics on July 1st of each fiscal year. All random selections will be conducted by Foley Laboratory Services, Inc.

243. 2. Return-to-Duty

After a Prohibited Conduct Event, a Paramedic Employee must have a return-to-duty test with a Verified Negative Result before he/she can resume Safety-Sensitive Functions for the Town. A Return-to-Duty Drug test is required after an evaluation by a Substance Abuse Professional (SAP) and the Paramedic Employee must meet or complete treatment and education required by the SAP, if any. To pass, a Drug test must have a verified negative result. Without a negative test result, that Paramedic Employee is not medically qualified to continue to perform Safety-Sensitive Functions.

The Town has a time limit for the Paramedic Employee to obtain a successful return-to-duty test result otherwise he/she may be terminated. The time limit is listed below from the time the MRO, or Town contacted the Paramedic Employee reporting the positive test result, or if not related to a positive test result, from the time the Paramedic Employee engaged in a Prohibited Conduct Event. Under any circumstance, when a Paramedic Employee requires treatment, he/she has five (5) days after completing inpatient treatment required by the SAP to obtain a successful return-to-duty result.

Marijuana	40 days
Opiates, Cocaine, Phencyclidine, Amphetamines	7 days

244. 3. Follow-up

Following successful return-to-duty testing after a Prohibited Conduct event, a Paramedic Employee who has been determined by a Substance Abuse Professional to need assistance relating to Controlled Substances must be placed in a follow-up testing program. As required and defined by a Substance Abuse Professional and the EAP Program, Paramedic Employee needing assistance must have a minimum of six (6) follow-up tests within twelve (12) months after returning to duty. There is no limit to the number and frequency of the follow-up tests. Upon successful completion of the twelve (12) month time period following their return to duty, such employee shall be subject to the department's regular drug testing program, and shall remain on probation until completion of five (5) full years following the

return-to duty. Any verified positive test during the probationary period shall result in the immediate termination of employment.

245. J. COLLECTION PROCEDURES

Approved collection procedures to meet DOT requirements may change from time to time, provided there is notice to the-Union of such change. This program will utilize an offsite collection facility.

Upon notification, a Paramedic Employee will be required to proceed to the assigned collection site without delay and with appropriate identification. A Paramedic Employee may be identified by authorized Town personnel.

Collection procedures will be used to collect urine specimens for Drug tests will follow 49 CFR Part 40 requirements.

As required or permitted in certain specific situations, which may be changed from time to time by 49 CFR Part 40, relating to suspected specimen adulteration, prior positive drug test results, specific gravity and creatine level outside of a specified range, or temperature outside of an acceptable range, a directly observed collection by a same sex collector will be required or permitted.

In insufficient quantity situations (less than the minimum required amount of urine) the insufficient quantity specimen must be discarded and a new collection will be initiated. During the collection process, Paramedic Employee may only consume fluids in permitted quantities which will be reasonably distributed throughout the allowed waiting period. Fluids must be consumed as directed otherwise it will be considered to be interfering with the collection process which is a Refusal to Submit.

246. K. SPLIT SPECIMEN COLLECTIONS

Following approved procedures, a urine specimen will be split into two portions, a primary specimen, and a split specimen. This requirement provides an additional level of protection for the Paramedic Employee.

247. L. OPPORTUNITY FOR A SPLIT SPECIMEN TEST

After a verified positive Drug test result, the Medical Review Officer (MRO) will notify the Paramedic Employee of his/her option to have the split specimen portion tested under the applicable regulations at a second DHHS certified laboratory. The Paramedic Employee may select the DHHS certified laboratory used to test the split specimen.

This option cannot be selected after (seventy-two) 72 hours from the time of notification by the MRO unless there is significant reason acceptable to the MRO why the Paramedic Employee was delayed. If the split test option is selected, the Paramedic Employee must verbally notify the MRO of the request for the split specimen test and send written notification of the request to the Medical Review Officer. The Paramedic Employee must provide a copy of this request to the Drug Program Manager.

The thresholds of reconfirmation of the presence of a prohibited substance will be as mandated by the DOT. Presently, there is no threshold and any detectable presence of any drug will reconfirm the positive drug test result. See Section: Financial Issues for the Paramedic Employee.

A request for a split specimen test will not delay any administrative actions.

After a positive Drug test result, there is no opportunity to have a second collection. The only option for a Paramedic Employee is to have the split portion of his original specimen tested for controlled substances.

248. M. TESTING PROCEDURES

A split specimen urine sample is sent to a DHHS certified laboratory with the chain of custody paperwork to be tested for Controlled Substances. (See Section: Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Paramedic Employee).

249. N. MEDICAL REVIEW OFFICER

The program will utilize a Medical Review Officer (MRO) certified by the American Association of Medical Review Officers, who is a licensed physician (medical doctor or doctor of osteopathy) and has appropriate knowledge and medical training to interpret and evaluate a Paramedic Employee's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that a confirmed positive test result is a verified positive, a canceled test, or a verified negative test result, the MRO will rule out alternate medical explanations through review of the tested Paramedic Employee's medical records, and will give the Paramedic Employee an opportunity to discuss the test result.

If after making all reasonable efforts and documenting them, the MRO is unable to reach the Paramedic Employee directly, the MRO shall contact a designated management official who shall attempt to contact the Paramedic Employee. If it becomes necessary to reach the Paramedic Employee through the designated management official, the designated management official shall employ procedures that ensure, to the maximum extent practicable, the requirement that the Paramedic Employee contact the MRO is held in confidence. It is the Paramedic Employee's responsibility to contact the MRO within 24 hours-after receiving a message from the MRO or a designated Town official to return a telephone call. Failure of the Paramedic Employee to contact the MRO within this time frame may result in a final determination of the result of the confirmed positive drug test as a verified positive drug test without input from the Paramedic Employee. If after making all reasonable efforts, the designated management official is unable to contact the Paramedic Employee, the Town may place the Paramedic Employee on temporary sick leave.

The MRO may verify a test as positive without having communicated directly with the Paramedic Employee about the test in three circumstances.

250. 1. The Paramedic Employee expressly declines the opportunity to discuss the test;
251. 2. Neither the MRO nor the designated Town representative, after making all reasonable efforts) has been able to contact the Paramedic Employee within fourteen (14) days of the date on which the MRO receives the confirmed positive test result from the laboratory;
252. 3. The designated Town representative has successfully made and documented a contact with the Paramedic Employee and instructed the Paramedic Employee to contact the MRO and more than five (5) days have passed since the date the Paramedic Employee was successfully contacted by the designated Town representative"

If a test is verified positive under the circumstances specified above, the Paramedic Employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the Paramedic Employee from being contacted by the MRO or designated Town representative or from contacting the MRO within the times provided. The MRO, on the basis of such information, may reopen the verification, allowing the Paramedic Employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.

253. O. REFERRAL FOR SAP EVALUATION AND TREATMENT

If a Paramedic Employee engages in a Prohibited Conduct Event (defined herein), he/she must have an evaluation by a Substance Abuse Professional (SAP). SAPs will be provided

by Town's EAP program. This evaluation will determine whether the Paramedic Employee needs assistance resolving problems associated with Drug use. The Paramedic Employee must meet the treatment and education requirements defined by the SAP. If an in-patient treatment program is required, the Paramedic Employee must complete the treatment before being eligible to return to duty. If any outpatient treatment is prescribed, the Paramedic Employee must meet the treatment requirements even if returned to duty. If a Paramedic Employee is permitted to return to duty before completing any outpatient treatment and/or educational activities, he/she must fully cooperate with the ongoing program. A Paramedic Employee may not select the Substance Abuse Professional, and second opinions are not permitted.

254. P. RECORDS

All Drug test results as well as related medical records and information will be maintained in a confidential manner and released only as permitted by 49 CFR Parts, 382 and 40. Their disclosure shall be strictly limited to those with a need to know, and the Paramedic Employee will be provided with the names of any agency or person who may receive said medical records and information. Each Paramedic Employee will have the right to have a copy of his/her Drug test result upon written request. In addition, the Town shall notify all Paramedic Employees of all inquiries by any agency or person who has requested copies of medical records and information.

255. Q. OTHER PROGRAM REQUIREMENTS

If the Paramedic Employee does not fully cooperate with the SAP or the MRO including, but not limited to, meeting any required education and treatment, whether in-patient or outpatient, the Paramedic Employee will be subject to discipline up to and including termination.

1. Notification of Valid Prescriptions for Controlled Substances - as permitted by DOT regulation, if any Controlled Substances are prescribed for medical purposes by a licensed medical practitioner, that practitioner must certify in writing to the then-current Drug Program Manager at Employer, the Paramedic Employee's fitness for fulfilling the responsibilities of Safety-Sensitive Functions prior to performing these activities.

256. R. CONSEQUENCES OF PROHIBITED CONDUCT EVENTS

First Prohibited Conduct Event

There are specific consequences for all events of Prohibited Conduct, which will occur before a split specimen test request, if any. A request for a split specimen test after a verified positive Drug test result will not delay the consequences. The Paramedic Employee will:

1. Be removed from duty and placed on sick leave.
2. Be referred to a Substance Abuse Professional (SAP) for an evaluation to determine what assistance, if any, the Paramedic employee needs in dealing with Drug use.
3. Be required to meet or complete prescribed treatment defined by the Substance Abuse Professional, if any.
4. Be required to pass a return-to-duty drug test before Safety-Sensitive Functions are resumed.
5. Be placed in a follow-up testing program and to meet the requirements of this follow-up program.
6. Be placed on probation for five years from the date of the Prohibited Conduct event.

During any treatment program, the Paramedic Employee may be required to perform light duty assignments that are not of a safety-sensitive nature. At this time the Paramedic Employee will not be available for Paramedic activities.

If a split specimen test is requested (after a positive Drug test only), and is not conducted or it fails to re-confirm the initial test result, the initial verified positive test result is canceled and all consequences against the Paramedic Employee will be stopped and the employee shall be made whole.

If any Paramedic Employee does not fully co-operate with the SAP or the MRO, including, but not limited to, meeting any required education and treatment, whether in-patient or outpatient, the Paramedic Employee will be subject to discipline up to and including termination.

On A Second Prohibited Conduct Event Result
(Two Strikes and You Are Out)

In all events, after a second Prohibited Conduct Event, if the Paramedic Employee either. (1) does not request a split specimen test within the time frame allowed, or (2) the requested split specimen test reconfirms the verified positive result, the employee will be terminated. If the Paramedic Employee requests a test of the split specimen, the Paramedic Employee will be placed on a leave of absence until the split specimen testing is completed.

257. S. FINANCIAL ISSUES FOR THE PARAMEDIC SAFETY SENSITIVE EMPLOYEE

1. Cost of Medical Opinion for Shy Bladder (Town of Stratford responsible for cost)

If a Paramedic Employee needs to get a medical opinion in a shy bladder situation, this shall be conducted at the expense of the Town.

2. Leave of Absence (Unpaid Leave of Absence)

If a Paramedic Employee is placed on sick leave and shall exhaust his/her sick days, the Paramedic Employee may use any vacation or compensatory time, or may be placed on light duty, if approved by the SAP and/or MRO, or may be placed on an unpaid leave of absence, until the Paramedic Employee has met all requirements to return to duty.

3. Cost of Split Specimen Test (Town of Stratford responsible for cost)

If the Paramedic Employee requests the split specimen portion of urine be tested, it will be at the expense of the Town of Stratford.

4. If Split Specimen Test Does Not Reconfirm Positive Test Result (Town of Stratford responsible for back pay).

If a split specimen test is performed and that test result does not reconfirm the positive test result, the initial test result will be canceled, any sick days, vacation days, or compensatory days used will be restored, and back pay will be provided if the Paramedic Employee was placed on an unpaid leave of absence.

5. Substance Abuse Professional Services/EAP (Town of Stratford responsible for first SAP evaluation)

The Town of Stratford will be responsible for the expense of the Substance Abuse Professional services to determine if the Paramedic Employee needs assistance resolving problems associated with Drug Use, follow-up test monitoring, and additional required SAP services after completion of a treatment program, if any, after a First Prohibited Conduct Event.

6. Cost of Treatment (Paramedic Employee responsible for cost not covered by insurance)

If required by the SAP, Paramedic Employee will be responsible for the expense of any treatment not covered by insurance.

7. Cost of Return-to-Duty Test(s) and Follow-up Test(s) - (Town of Stratford responsible for cost)

Town of Stratford will be responsible for the expense of return-to-duty and follow-up Drug tests after prohibited conduct events.

8. Cost of Follow-up Tests (Town of Stratford responsible for cost)

If required, the cost of all follow-up tests will be at the expense of the Town.

258. T. EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program provided by the Town of Stratford to all Paramedic Employees. Any such Paramedic Employee who believes that he or she may have a drug dependency problem is urged to call Family Services Woodfield in confidence, and without charge, for services, advice, and appropriate referrals.

259. U. PROGRAM ADMINISTMTOR

This program is administered by Foley Laboratory Services, Inc. Any changes in program administration will be negotiated with the Union.

260. V. IDENTITY OF CONTACT PERSON

The individual listed below is designated as Employer contact to answer questions about this program and the program in general. In his/her absence, please contact the then current or acting Drug Program Manager:

Ronald Ing
Town of Stratford
Director of Human Resources
ADDITIONAL DRUG
PROGRAM INFORMATION

261. The following additional information is provided to Paramedic Employee regarding the-Drug Testing Program.

262. The Drug Program For Paramedic Employee

The Drug Program for Paramedic Employee defines many important details in the program. Drug testing situations, consequences for testing positive, etc. The program describes important issues as to how the program affects Paramedic Employee.

263. Drug Program Manager

Employer will have an individual identified as the Drug Program Manager. He/she is the individual the Paramedic Employee will contact regarding questions the Paramedic Employee may have regarding the program and other issues relating to the Drug testing program.

264. Available Methods Of Dealing With A Co-Worker's Drug Problem

When you suspect that a co-worker has a problem with Controlled Substances, you may contact the Drug Program Manager listed in this program in strict confidence.

If you suspect a co-worker (Paramedic Employee) is impaired by Controlled Substances while on the job, you should contact your immediate supervisor.

265. Confidentiality

All Drug test results will be filed separately from personnel and medical records and kept confidential under lock and key. The Town Human Resources Department will be responsible for keeping these records confidential.

267. Collection Site(s)

The Town has one or more assigned collection sites for Drug testing. The Town will also have an assigned after hours collection procedure.

268. Shy Bladder

If a Paramedic Employee fails to provide an adequate amount of urine at a collection site, the collector will note that fact in the Remarks section. After notification of this event, the Drug Program Manager shall direct the Paramedic Employee to obtain, as soon as practical after the attempted provision of urine an evaluation from a Licensed Medical Practitioner who is acceptable to the employee concerning the Paramedic Employee's medical inability to provide an adequate amount of urine. If the physician determines that there was a reasonable reason for the shy bladder, this information shall be provided to the employer's MRO and the MRO is responsible for making a final determination. If there is an acceptable

reason the MRO will notify the Town in writing, and the test will be canceled. Otherwise, the test will be recorded as a "refusal to submit".

269. Refusing A Drug Test

A refusal to submit will be documented and shall have the same consequences as a verified positive test result. There are other events that are considered to be a test refusal, such as failure to report to the collection site in a timely manner. If there is a problem with a timely arrival at the collection site, Employer may find it necessary to contact the collector directly at the site.

270. Random Testing

Random selections performed by Foley Laboratory Services, Inc., are without bias and without input from the Town. Individuals selected for random testing, as well as testing dates, are unannounced and are with unpredictable frequency throughout the year. At each draw, each pool member has an equal chance of being selected for testing, independent of prior actual selections. As a practical matter relating to random selections, certain individuals will be selected multiple times and others very infrequently, if at all over a period of years. This does not indicate a bias for a specific individual. This is a statistical characteristic of randomness. Individuals, even those who are selected as many as four times in a year, should understand that they are not identified in any way to have a higher probability of actual selection. After a Paramedic Employee is selected randomly, his or her name is returned to the pool for possible future selection and the chance of being selected in the future will not be changed.

271. Notification of Random Selections

Once a Paramedic Employee is notified, he/she shall immediately proceed to the collection site accompanied by the EMS Administrator I Supervisor. The Town will compare the time of notification with the collection time to verify if the Paramedic Employee proceeded as directed.

272. When A Paramedic Employee Is Sent Out For A Drug Test

The Drug Program Manager should call the collection site to schedule an appointment for the Drug test. They are to be informed that Town's program is with Foley Laboratory Services. The selected Paramedic Employee must have the following information before he/she goes to the site:

- A custody and control form (the large laboratory form)

- A picture ID acceptable to the collection site
- Directions to the collection site
- In the case of a "shy bladder", the Paramedic Employee will have to wait as long as three hours at the collection site after the failure of the first attempt until he/she can provide an adequate urine specimen. After that period, he/she must provide a valid medical reason for the shy bladder which must be substantiated by a medical doctor and verified by the MRO.

273. Collection Responsibilities of the Paramedic Employee

When a Paramedic Employee has been sent for a Drug test, he/she must cooperate throughout the testing procedures. The Paramedic Employee is to follow the following guidance:

- Proceed immediately to the collection site upon notification.
- Have available and provide photo identification.
- Cooperate with the collector
- Complete and sign all forms when required by applicable regulation.
- Remain at the collection facility until the collection process is completed and the collector has told you that you may leave.
- Do not interfere with the collection procedure, or cause damage to the, collection equipment.
- Immediately object to the collector if you feel the collection/test did not meet DOT requirements.

274. Controlled Substances Testing

- Remove any unnecessary outer garments such as a jacket or coat.
- Personal belongings (Purse, briefcase, etc.) are to remain with the outer garments (you may request a receipt). You may keep your wallet.
- Show the collector items in your pockets, or other unexplained bulges, if the collector requests you to.
- Do not attempt to adulterate or substitute a specimen.
- Wash and dry your hands immediately prior to providing a specimen. After washing your hands, you are to remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, etc. Provide your urine specimen as directed.
- Provide at least 45 ml of urine into a provided specimen bottle or container capable of holding at least 60 ml within the time limit unless there is a valid medical explanation.

- Do not flush the toilet until requested to do so by the collector. Observe the collector pour the urine into two specimen bottles (if a collection container was used). A minimum of 30 ml will be poured into the primary specimen bottle and a minimum of 15 ml into the other bottle. If a specimen bottle is used as the collection container, the collector will pour a minimum of 15 ml into the second bottle (to be used as the split specimen), leaving a minimum of 45 ml in the original bottle.
- To drink fluids (up to 40 oz.) that are reasonably distributed over a period of time not to exceed three hours if an inadequate amount of urine is not initially provided (less than 45 ml). The collector shall discard the original specimen.
- In specific situations, as permitted by DOT regulation, you may be required to submit to an observed urine collection by a same-sex collector.

275. Split Urine Samples & Split Specimen Testing Option

All urine samples will be collected utilizing the split sample method. If a Paramedic Employee has a verified positive Drug test result after Medical Review Officer (MRO) review, the Paramedic Employee will have the option to have the split specimen portion tested at another DHHS certified laboratory. It is important to consider that there are thresholds for the presence of controlled substances in the initial and confirmation tests. However, for the test of the split specimen, any detectable presence at all will confirm the result. This is a protective option for the tested individual, if the Paramedic Employee truly believes that an error has been made.

Information Concerning the Effects of Controlled Substances Use on an Individual's Health, Work and Personal Life.

The impact of Drug use in the workplace is more than just causing harm to the health and safety of the Paramedic Employee. Drug use decreases the Paramedic Employee's performance and the performance of co-workers who rely on that Paramedic Employee. Impaired Judgment, carelessness, and lack of coordination cause more accidents, which put the safety and lives of the Paramedic Employee and co-workers at risk. Co-workers may become frustrated trying to help the Paramedic Employee by covering up, taking on additional work, or lending the Paramedic Employee money. The result of this frustration is decreased morale and distrust as co-workers become tired trying to help and supervisors become suspicious of increased absenteeism, tardiness, lowered job efficiency, etc.

276. Controlled Substances and Their Effects

Substance abuse is a national problem that negatively impacts every American. It not only affects individual users and their families, but it also presents new and increasing dangers in

the workplace. One in six working Americans has a Drug related problem. Employees who use Controlled Substances are 33% less productive, 500% more likely to be involved in an on-the-job accident, 500% more likely to file a worker's compensation claim, 250% more likely to have an absence exceeding eight days, significantly more likely to be involved in employee theft, and 360% more likely to injure themselves or another person in the workplace.

Drug use can lead to a series of costly and potentially dangerous problems in the workplace, including:

- Absenteeism -Tardiness and excessive use of sick leave.
- Staff Turnover -Substance-abusing employees have disorganized lives. Many quit rather than face detection. Others transfer or are fired because of poor or unsafe performance.
- Lower Productivity and Work Quality -Substance-abusing employees perform at 'about two-thirds of their actual work potential. Shoddy work, rework and material waste may be evident. For Paramedic Employees, decreased mental and physical agility and concentration causes increased cargo damage or passenger complaints, missed schedules, incomplete or lost shipments and more traffic accidents.
- Equipment Breakdown -Again, substance-abusing employees often do not maintain their equipment, either because they have lost interest in their job, or look forward to having equipment declared out of service as a means of avoiding work.
- Poor Morale -Chronic substance abusers create poor morale in the workplace. Non-Drug using employees often view them as poor team workers and a hazard to the safety of others.
- Increased Accidents and Near Misses -Substance abusers are 3.6 times more likely to be involved in an accident. Even small quantities of Controlled Substances in the system can cause a deterioration of alertness, clear-mindedness and reaction time.

277.

Form Number DA-4-TS

ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF THE CONTROLLED SUBSTANCES
PROGRAM FOR TOWN OF STRATFORD PARAMEDIC

I acknowledge that I have received and read a copy of the Controlled Substances Program for the Town of Stratford Paramedic (including amendments, if any). I also acknowledge that I have received educational materials that explain the Employer's procedures with respect to this drug testing program

Program date: _____

Amendment date: _____

Date reviewed by Paramedic Employee: _____

Print Full Name: _____

Signature: _____

©Foley Laboratory Services, Inc., 1995, 1996, All Rights Reserved Drug Program
Administrators,
124 Hebron Avenue, Glastonbury, CT
06033

ARTICLE 27
EMPLOYEE ASSISTANCE PROGRAM AND DRUG TESTING

278. Both the Town and the Union strongly favor 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 such problem areas as family, financial, legal, emotional and substance abuse.
279. Drug Testing - an employee shall be required to undergo testing if there is sufficient evidence of drug or alcohol abuse. Sufficient evidence shall be defined as that which is clearly, materially evident. Hearsay accusation or unsupported allegations shall not be grounds for testing. Testing shall be kept in the strictest of confidentiality. Results should only be reported back to the Town if testing indicates the presence of a substance in sufficient quantity so as to have caused impairment at the time of testing. Whenever an employee is subjected to testing, the Union President or a member of the Executive Board Shall accompany the employee undergoing testing at all times.
280. Should the employee test positive, the employee shall be required to be evaluated by an Employee Assistance Program counselor and successfully complete the prescribed course of treatment, if needed. Any further disciplinary action will be held in abeyance pending the counselor's recommendations. If a treatment program is required, the employee shall be required to complete treatment and attend support group meetings at least once per week for 52 weeks which must be verified in writing. The employee will also be subject to random testing for one (1) year. Failure to comply with any of the above conditions, or testing positive a second time, during the first year of after care, shall result in termination.
281. Should an employee test positive a second time within a three (3) year period, he shall be terminated. Self-referrals to the Employee Assistance Program shall not count against the employee.
282. Refusal to submit to testing as provided for herein shall result in termination.
283. All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained. All initial positive tests shall be verified by a confirming second test. There shall also be a split sample available for further verification by another laboratory under the chain of custody. All tests must be positive for a finding of a "positive". Any finding of a "negative", during any of the process, shall clear the employee.

284. Any disciplinary action taken under this Article, including termination, shall be in accordance with Article 23, providing, that due process is adhered to and all tests indicate "positive" findings.

ARTICLE 28
DURATION OF AGREEMENT

Section 28.1

285. Except for benefit changes to group medical insurance and as otherwise specifically provided herein, the provisions of this Agreement shall become effective as of July 1, 2018. This Agreement shall remain in full force and effect through the 30th day of June 2022 and shall remain in effect thereafter for one year, unless written notice of termination or desire to modify is given by certified mail by either party to the other at least 60 days before the 1st day of March 2022. If this Agreement expires while negotiations for a new Agreement are underway, the terms of this-Agreement shall remain in force.

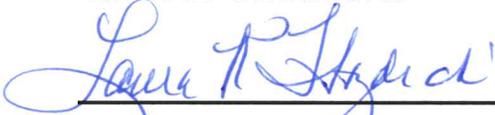
Section 28.2

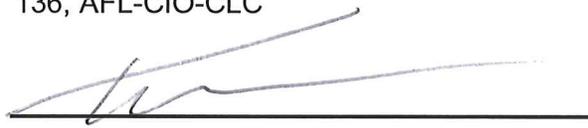
286. Excluding the letters of understanding, memoranda and other documents attached to this contract, all letters of understanding in resolution of grievances and/or arbitration matters shall be considered as part of this Agreement only when specifically so stated in a writing signed by the parties.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

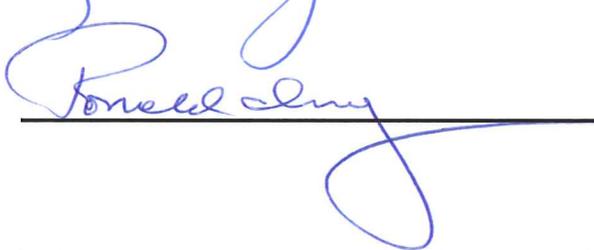
In witness whereof, the parties hereunto have caused their names to be signed on October 23, 2019.

TOWN OF STRATFORD

STRATFORD FEDERATION OF
MUNICIPAL EMPLOYEES, IFPTE LOCAL
136, AFL-CIO-CLC









LOCAL 136 IFPTE STRATFORD [TOWN HALL CLERICAL WORKERS]

SALARY SCHEDULE *

JULY 1, 2018 THROUGH JUNE 30, 2022

Pay Grade 1 - Juiner Clerk Typist

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	35,573.08	37,352.61	39,135.66	40,912.85	42,690.04	44,467.24	START
7/1/2018	36,284.54	38,099.66	39,918.37	41,731.11	43,543.84	45,356.58	2.00%
7/1/2019	37,100.94	38,956.90	40,816.53	42,670.06	44,523.58	46,377.10	2.25%
7/1/2020	37,935.71	39,833.43	41,734.90	43,630.14	45,525.36	47,420.58	2.25%
7/1/2021	38,884.10	40,829.27	42,778.27	44,720.89	46,663.49	48,606.09	2.50%

Pay Grade 2 - CUSTODIAN

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	37,352.61	39,220.12	41,087.62	42,958.68	44,826.21	46,687.83	START
7/1/2018	38,099.66	40,004.52	41,909.37	43,817.85	45,722.73	47,621.59	2.00%
7/1/2019	38,956.90	40,904.62	42,852.33	44,803.75	46,751.49	48,693.08	2.25%
7/1/2020	39,833.43	41,824.97	43,816.51	45,811.83	47,803.40	49,788.67	2.25%
7/1/2021	40,829.27	42,870.59	44,911.92	46,957.13	48,998.49	51,033.39	2.50%

Pay Grade 3 - LEAD CUSTODIAN

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	39,218.96	41,180.32	43,145.17	45,101.86	47,065.57	49,026.92	START
7/1/2018	40,003.34	42,003.93	44,008.07	46,003.90	48,006.88	50,007.46	2.00%
7/1/2019	40,903.42	42,949.02	44,998.25	47,038.99	49,087.03	51,132.63	2.25%
7/1/2020	41,823.75	43,915.37	46,010.71	48,097.37	50,191.49	52,283.11	2.25%
7/1/2021	42,869.34	45,013.25	47,160.98	49,299.80	51,446.28	53,590.19	2.50%

Pay Grade 4 - MINI BUS DRIVER, TAX CLERK/CASHIER, PARKING AUTHORITY

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	41,182.66	43,241.37	45,303.62	47,361.16	49,419.90	51,477.44	START
7/1/2018	42,006.31	44,106.20	46,209.69	48,308.38	50,408.30	52,506.99	2.00%
7/1/2019	42,951.45	45,098.59	47,249.41	49,395.32	51,542.49	53,688.40	2.25%
7/1/2020	43,917.86	46,113.31	48,312.52	50,506.71	52,702.20	54,896.39	2.25%
7/1/2021	45,015.81	47,266.14	49,520.33	51,769.38	54,019.76	56,268.80	2.50%

Pay Grade 5 - ACTIVITY COORDINATOR, SR CLERK TYPIST, TAX CASHIER/SR CL TYPIST, SR CLERK

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	43,241.37	45,403.34	47,567.64	49,730.75	51,885.67	54,053.49	START
7/1/2018	44,106.20	46,311.41	48,518.99	50,725.37	52,923.38	55,134.56	2.00%
7/1/2019	45,098.59	47,353.42	49,610.67	51,866.69	54,114.16	56,375.09	2.25%
7/1/2020	46,113.31	48,418.87	50,726.91	53,033.69	55,331.73	57,643.53	2.25%
7/1/2021	47,266.14	49,629.34	51,995.08	54,359.53	56,715.02	59,084.62	2.50%

Pay Grade 6 - CLERICAL SPECIALIST, SENIOR CLERK II

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	45,404.50	47,676.74	49,947.77	52,217.63	54,489.85	56,758.56	START
7/1/2018	46,312.59	48,630.27	50,946.73	53,261.98	55,579.65	57,893.73	2.00%
7/1/2019	47,354.62	49,724.45	52,093.03	54,460.37	56,830.19	59,196.34	2.25%
7/1/2020	48,420.10	50,843.25	53,265.12	55,685.73	58,108.87	60,528.26	2.25%
7/1/2021	49,630.60	52,114.33	54,596.75	57,077.87	59,561.59	62,041.47	2.50%

Pay Grade 7 - ACCOUNT CLERK, ADMIN ASSESSMT TECH, SECRETARY I

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	47,676.74	50,062.73	52,444.05	54,828.89	57,214.88	59,596.19	START
7/1/2018	48,630.27	51,063.98	53,492.93	55,925.47	58,359.18	60,788.11	2.00%
7/1/2019	49,724.45	52,212.92	54,696.52	57,183.79	59,672.26	62,155.84	2.25%
7/1/2020	50,843.25	53,387.71	55,927.19	58,470.43	61,014.89	63,554.35	2.25%
7/1/2021	52,114.33	54,722.40	57,325.37	59,932.19	62,540.26	65,143.21	2.50%

Pay Grade 7A - ASST REG VITAL STATS

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	48,867.38	51,313.23	53,753.20	56,196.67	58,640.15	61,085.99	START
7/1/2018	49,844.73	52,339.49	54,828.26	57,320.60	59,812.95	62,307.71	2.00%
7/1/2019	50,966.24	53,517.13	56,061.90	58,610.31	61,158.74	63,709.63	2.25%
7/1/2020	52,112.98	54,721.27	57,323.29	59,929.04	62,534.81	65,143.10	2.25%
7/1/2021	53,415.80	56,089.30	58,756.37	61,427.27	64,098.18	66,771.68	2.50%

**Pay Grade 8 - ADMINISTRATIVE CLERK, PURCHASING ASSISTANT, SECRETARY II, SENIOR CASHIER,
YOUTH RECREATION AST, EMS SECRETARY, PAYROLL ADMIN/POLICE, PAYROLL ASSISTANT,
Planning/Zoning Assistant, Social Services Assistant**

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	50,056.86	52,559.01	55,062.31	57,565.63	60,067.77	62,576.96	START
7/1/2018	51,058.00	53,610.19	56,163.56	58,716.94	61,269.13	63,828.50	2.00%
7/1/2019	52,206.81	54,816.42	57,427.24	60,038.07	62,647.69	65,264.64	2.25%
7/1/2020	53,381.46	56,049.79	58,719.35	61,388.93	64,057.26	66,733.09	2.25%
7/1/2021	54,716.00	57,451.03	60,187.33	62,923.65	65,658.69	68,401.42	2.50%

**Pay Grade 9 - EXEC ASST TO PW DIR, EXEC ASST/POL CHIEF, EMS EXEC SEC, FIN ASST OF POL CHIEF,
EXEC ASST/FIRE CHIEF**

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	52,560.18	55,186.67	57,817.84	60,445.48	63,074.33	65,701.98	START
7/1/2018	53,611.38	56,290.40	58,974.20	61,654.39	64,335.82	67,016.02	2.00%
7/1/2019	54,817.64	57,556.93	60,301.12	63,041.61	65,783.38	68,523.88	2.25%
7/1/2020	56,051.04	58,851.96	61,657.90	64,460.05	67,263.51	70,065.67	2.25%
7/1/2021	57,452.32	60,323.26	63,199.35	66,071.55	68,945.10	71,817.31	2.50%

Pay Grade 9P - PARAMEDIC FT

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2017	52,560.67	55,187.17	57,817.50	60,445.30	63,073.06	65,702.13	START
7/1/2018	53,611.88	56,290.91	58,973.85	61,654.21	64,334.52	67,016.17	2.00%
7/1/2019	54,818.15	57,557.46	60,300.76	63,041.43	65,782.05	68,524.03	2.25%
7/1/2020	56,051.56	58,852.50	61,657.53	64,459.86	67,262.15	70,065.82	2.25%
7/1/2021	57,452.85	60,323.81	63,198.97	66,071.36	68,943.70	71,817.47	2.50%

Pay Grade 10 - PAYROLL COORD/ADMIN, SENIOR SERVICES COOR, COMPUTER SUPPORT SPEC

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2017	55,186.67	57,950.40	60,707.09	63,467.29	66,227.51	68,985.37	START
7/1/2018	56,290.40	59,109.41	61,921.23	64,736.64	67,552.06	70,365.08	2.00%
7/1/2019	57,556.93	60,439.37	63,314.46	66,193.21	69,071.98	71,948.29	2.25%
7/1/2020	58,851.96	61,799.26	64,739.04	67,682.56	70,626.10	73,567.13	2.25%
7/1/2021	60,323.26	63,344.24	66,357.52	69,374.62	72,391.75	75,406.31	2.50%

Pay Grade 11 - ACCOUNTANT, EXECUTIVE ASST/HLTH, PRSNL PROPTY ANALYST

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2017	57,951.57	60,846.68	63,748.83	66,642.78	69,541.40	72,435.35	START
7/1/2018	59,110.60	62,063.61	65,023.81	67,975.64	70,932.23	73,884.06	2.00%
7/1/2019	60,440.59	63,460.04	66,486.85	69,505.09	72,528.21	75,546.45	2.25%
7/1/2020	61,800.50	64,887.89	67,982.80	71,068.95	74,160.09	77,246.25	2.25%
7/1/2021	63,345.51	66,510.09	69,682.37	72,845.67	76,014.09	79,177.41	2.50%

Pay Grade 12 - SR SERV COORD/MUNICIPAL AGT

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2017	60,846.68	63,889.59	66,932.53	69,973.10	73,014.85	76,061.29	START
7/1/2018	62,063.61	65,167.38	68,271.18	71,372.56	74,475.15	77,582.52	2.00%
7/1/2019	63,460.04	66,633.65	69,807.28	72,978.44	76,150.84	79,328.13	2.25%
7/1/2020	64,887.89	68,132.91	71,377.94	74,620.45	77,864.23	81,113.01	2.25%
7/1/2021	66,510.09	69,836.23	73,162.39	76,485.96	79,810.84	83,140.84	2.50%

Pay Grade 13 - CARES ADMINISTRATOR, PROPERTY APPRAISER

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2017	64,225.10	67,439.28	70,649.95	73,882.90	77,073.62	80,285.48	START
7/1/2018	65,509.60	68,788.07	72,062.95	75,360.56	78,615.09	81,891.19	2.00%
7/1/2019	66,983.57	70,335.80	73,684.37	77,056.17	80,383.93	83,733.74	2.25%
7/1/2020	68,490.70	71,918.36	75,342.27	78,789.93	82,192.57	85,617.75	2.25%
7/1/2021	70,202.97	73,716.32	77,225.83	80,759.68	84,247.38	87,758.19	2.50%

Pay Grade 14 - INFO TECH ADMIN, NETWORK ADMINISTRATOR, COMPUTER SYST ADMIN

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
7/1/2017	67,432.24	70,810.66	74,180.87	77,574.53	80,927.14	84,297.34	START
7/1/2018	68,780.88	72,226.87	75,664.49	79,126.02	82,545.68	85,983.29	2.00%
7/1/2019	70,328.45	73,851.97	77,366.94	80,906.36	84,402.96	87,917.91	2.25%
7/1/2020	71,910.84	75,513.64	79,107.70	82,726.75	86,302.03	89,896.06	2.25%
7/1/2021	73,708.61	77,401.48	81,085.39	84,794.92	88,459.58	92,143.46	2.50%

* Salary increase calculations:

$$\begin{aligned}
 & \text{Current annual MUNIS salary table with two decimals} \\
 & \times \text{ salary increase \%} \\
 & \hline
 & = \text{Updated annual MUNIS salary table with two decimals} \\
 & \hline
 & = \text{Updated corresponding weekly MUNIS salary table with two decimals} \\
 & = \text{Updated corresponding daily MUNIS salary table with four decimals} \\
 & = \text{Updated corresponding hourly MUNIS salary table with four decimals}
 \end{aligned}$$



INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

Memorandum

To: Town Custodians – Local 136
From: Patty Knapp, President – Local 136
Date: 10/21/01
Re: Overtime – Birdseye Complex

In an agreement that was reached between Local 136 and the Town of Stratford, the following is the procedure that will be used in filling an overtime vacancy at the Birdseye Complex:

1. First priority will be the Birdseye Complex Lead Custodian
2. Second priority will be the Birdseye Complex Part-Time Custodians
3. Third priority will be the Town Hall and Baldwin Center Custodians by seniority (first call) and then in rotation (subsequent calls).

If you have any questions, please contact me at ext. 4112 or Vice-President Brian Thomas at ext. 4155.

Thank you.



TOWN OF STRATFORD

MEMORANDUM

TO: DONNA BEST, PATTI LYNN-RYAN, LINDA LOSCHIAVO
FROM: BEN BRANYAN, CHIEF ADMINISTRATIVE OFFICER 
DATE: JANUARY 27, 2006
RE: MEMORANDUM OF UNDERSTANDING/PARAMEDICS - 6/28/05

The issue concerning four (4) paramedics being paid erroneously by the Town for time-off benefits, such as holiday, sick leave, and vacation has been brought to my attention.

Under the terms of their Memorandum of Understanding (MOU), paramedics work a 37.50-hour week; however, they are assigned a 12.50-hour work shift, and are scheduled to work so that their hours do not exceed 37.50 hours per week. In addition, paramedics are entitled to thirteen (13) paid holidays. There are no provisions regarding "work days or holiday credits".

Under the terms of the Collective Bargaining Agreement (CBA) with Local 136, employees covered by the agreement work a 37.50-hour work week, or a 7.50-hour work day, and their paid time-off benefits such as holidays, vacations, or sick leave are based on the 37.50-hour work week or a 7.50-hour work day. In spite of the fact that paramedics work a 12.50-hour work shift, this provision applies to them as well.

Under the terms of the MOU with Local 136, the paramedic's 12.50-hour work shift is not a workday. Herein lies the confusion about this issue, as the Town has been incorrectly processing the paramedic's time-off benefits on the basis of a 12.50-hour work shift as equaling a workday. This is incorrect and will stop immediately.

Furthermore, all wages and paid time-off benefits for paramedics will be calculated on the basis of a 7.50-hour work day, a 37.50-hour work week or a 1.950-hour work year. Accordingly, one (1) day (holiday, sick or vacation) equals 7.50 hours, and one (1) vacation week equals 37.50 hours. All other paid time-off benefits (perfect attendance, workers' compensation, bereavement leave)



MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF STRATFORD
AND
LOCAL 136 IFPTE

Agreement made this _____ day of February 2010 between the Town of Stratford (the "Town") and Local 136 IFPTE (the "Union").

- (1.) The Union agrees to relocate their files from the Lower Level office to the third floor closet adjacent to the elevator.
- (2.) The Town will continue to provide space on Town premises where union files can be maintained and secured.
- (3.) The Town will continue to provide space where Union Business can be conducted.
- (4.) This agreement will replace the Letter of Understanding dated January 21, 1983.

Town of Stratford

Local 136 IFPTE

By _____
John Harkins
Mayor

By _____
Tom Eckels
President

Date _____

SETTLEMENT AGREEMENT

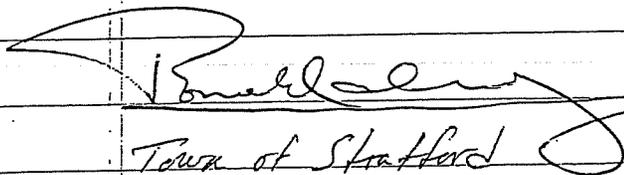
The parties agreed to the following as full settlement to
Case No. MPP-30294:

1. Postings of vacancies shall be posted only on
the centrally located bulletin board opposite the office of
Human Resources.

2. Sign-up sheets shall no longer be used by the
office of Human Resources.

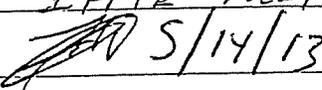
3. The local President shall receive a copy of all
postings on the day such postings are posted.

4. This agreement is without prejudice or precedent
and cannot be used against either party.



Town of Stratford
Director HR/IT
5/14/13



Stratford Municipal Employees
IFPTE Local 134
 5/14/13



Memorandum

TO: Tom Eckels, Town Hall Union President

FROM: Jeff Litke, Human Resources Generalist

CC: Ronald Ing, Human Resources Director
Susan Barksdale, Assistant Human Resources Director

DATE: February 27, 2019

RE: Bereavement Time

Per our discussion on February 26, 2019 regarding bereavement time, we agree that our interpretation of the definition of niece and nephew includes, "the children of your siblings and the children of your spouses siblings". As such, bereavement time will be granted in accordance with that interpretation.

FOR THE TOWN OF STRATFORD

FOR LOCAL 136, IFPTE

A handwritten signature in black ink, appearing to read 'Ronald Ing', written over a horizontal line.

A handwritten signature in black ink, appearing to read 'Jeff Litke', written over a horizontal line.

3/1/19

03/01/2019

Date

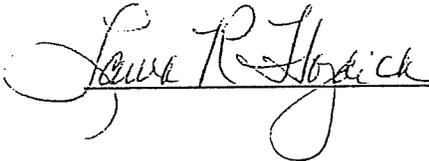
Date



LETTER OF AGREEMENT
BETWEEN
THE TOWN OF STRATFORD
AND
LOCAL 136, IFPTE

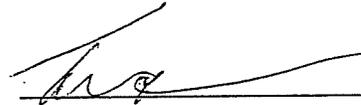
The Town of Stratford and Local 136, IFPTE agree that medical and dental premiums will be increased to 14% effective July 1, 2018, resulting in members being charged for the additional 1% in premiums due for the time period of July 1, 2018 to February 15, 2019. The Town of Stratford and Local 136, IFPTE further agree that members enrolled in the medical plan will receive 50% funding in their HSA's effective July 1, 2018. Members receive their payments in two installments, with one in July and one in January. Members will be provided with the increased funding for their July 2018 deposit. This will result in members with a single plan receiving an additional \$100.00 and members with a two-person or family plan receiving an additional \$200.00.

FOR THE TOWN OF STRATFORD



3/1/19
DATE

FOR LOCAL 136, IFPTE



03/01/2019
DATE

APPENDIX A

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

Coverage Period: 07/01/2015 - 06/30/2016
 Coverage for: Individual/Family | Plan Type: CDHP



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.aanthem.com or by calling 1-800-233-4947.

Health Savings Account Contribution: **\$3,350** Individual/**\$6,650** Family

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

Questions: Call 1-800-233-4947 or visit us at www.aanthem.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.aanthem.com or call 1-800-233-4947 to request a copy.

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

Coverage Period: 07/01/2015 - 06/30/2016
 Coverage for: Individual/Family | Plan Type: CDHP

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

Questions: Call 1-800-233-4947 or visit us at www.aetna.com.

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

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- **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 a Non-Participating Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Specialist visit	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Other practitioner office visit	0% Coinsurance after deductible	20% Coinsurance after deductible	none
If you have a test	Preventive care/ screening/ immunization	No Cost Share	20% Coinsurance after deductible	none
	Diagnostic test (x-ray, blood work)	Lab - Office 0% Coinsurance after deductible X-Ray - Office 0% Coinsurance after deductible	Lab - Office 20% Coinsurance after deductible X-Ray - Office 20% Coinsurance after deductible	none
	Imaging (CT/PET scans, MRIs)	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required

Questions: Call 1-800-233-4947 or visit us at www.aanthenn.com.

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

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

Coverage Period: 07/01/2015 - 06/30/2016
 Coverage for: Individual/Family | Plan Type: CDHP

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition. More information about <u>prescription drug coverage</u> is available at www.aetna.com/P/PharmacyInformation/	Generic drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 30 day maximum Mail order: 90 day maximum
	Preferred brand drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 30 day maximum Mail order: 90 day maximum
	Non-preferred brand drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 30 day maximum Mail order: 90 day maximum
	Specialty drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 30 day maximum Mail order: 90 day maximum
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Physician/ surgeon fees	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Emergency room services	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Emergency medical transportation	0% Coinsurance after deductible	20% Coinsurance after deductible	none
If you need immediate medical attention	Urgent care	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Facility fee (e.g., hospital room)	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
	Physician/ surgeon fee	0% Coinsurance after deductible	20% Coinsurance after deductible	none

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

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

Coverage Period: 07/01/2015 - 06/30/2016
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Common Medical Event	Services You May Need	Your Cost if You Use an In-Network Provider	Your Cost if You Use a Non-Participating Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/ Behavioral health outpatient services	Mental/Behavioral Health Facility Visit - Facility Charges 0% Coinsurance after deductible	Mental/Behavioral Health Facility Visit - Facility Charges 20% Coinsurance after deductible	none
	Mental/ Behavioral health inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
	Substance abuse disorder outpatient services	Substance Abuse Facility Visit - Facility Charges 0% Coinsurance after deductible	Substance Abuse Facility Visit - Facility Charges 20% Coinsurance after deductible	none
If you are pregnant	Substance abuse disorder inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
	Prenatal and postnatal care	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Delivery and all inpatient services	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required

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

Coverage Period: 07/01/2015 - 06/30/2016
 Coverage for: Individual/Family | Plan Type: CDHP

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

Questions: Call 1-800-233-4947 or visit us at www.aanthem.com.

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

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

Coverage Period: 07/01/2015 - 06/30/2016
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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
- Weight loss programs

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

- Bariatric surgery
- Acupuncture

- Infertility treatment
- Most coverage provided outside the United States. See www.bcps.com/bluecardworldwide

- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (adult)

Your Rights to Continue Coverage:

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

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

Your Grievance and Appeals Rights:

Questions: Call 1-800-233-4947 or visit us at www.aandbem.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.aandbem.com or call 1-800-233-4947 to request a copy.

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

Coverage Period: 07/01/2015 - 06/30/2016
Coverage for: Individual/Family | Plan Type: CDHP

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

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

Or Contact:

Department of Labor's Employee Benefits
Security Administration at
1-866-444-EBSA (3272) or
www.dol.gov/ebsa/healthreform

A consumer assistance program can help you file your appeal. Contact:
Connecticut Office of the Healthcare Advocate
P.O. Box 1543
Hartford, CT 06144
(866) 466-4446
www.ct.gov/oha
healthcareadvocate@ct.gov

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:

Questions: Call 1-800-233-4947 or visit us at www.aanbem.com

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

Coverage Period: 07/01/2015 - 06/30/2016

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

Coverage for: Individual/Family | Plan Type: CDHP

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

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

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

Doo bee a'tah nilingoo el dooda'i, shiká adookwol kintzingo t'áa diné k'ejígo, t'áa shoodi ba na'aknhi'ya sidáhi bich'i naabídkitid. Eí doo búgha daago ni ba'njá'go ho'azagá' bich'i hodilini. Há'daq ini'zago e'ya, t'áa shoodi diné ya atáh hane'igú' ní bésh bee hane'í wólta' b'i'ki si'nilingú' bi'kéngo bich'i hodilini.

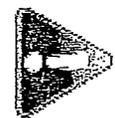
To see examples of how this plan might cover costs for a sample medical situation, see the next page.

Questions: Call 1-800-233-4947 or visit us at www.aanthem.com.

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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 \$5,540
- Patient pays \$2,000

Sample care costs:

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

Patient pays:

Deductibles	\$2,000
Copays	\$0
Coinurance	\$0
Limits or exclusions	\$0
Total	\$2,000

Managing type 2 diabetes (outine maintenance of a well-controlled condition)

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

Sample care costs:

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

Patient pays:

Deductibles	\$2,000
Copays	\$0
Coinurance	\$0
Limits or exclusions	\$0
Total	\$2,000

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

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Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

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

What does a Coverage Example show?

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

Does the Coverage Example predict my own care needs?

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

Does the Coverage Example predict my future expenses?

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

Can I use Coverage Examples to compare plans?

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

Are there other costs I should consider when comparing plans?

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

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1
2
3



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

Important Questions	Answers	Why this Matters
<p>What is the overall <u>deductible</u>?</p>	<p>\$2,000 Single/\$4,000 Family for In-Network Provider. \$2,000 Single/\$4,000 Family for Non-Participating Provider. In-Network Provider and Non-Participating Provider deductibles are combined. Satisfying one helps satisfy the other.</p>	<p>You must pay all the costs up to the <u>deductible</u> amount before this health insurance plan begins to pay for covered services you use. Check your policy 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>.</p>
<p>Are there other <u>deductibles</u> for specific services?</p>	<p>No.</p>	<p>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.</p>
<p>Is there an <u>out-of-pocket limit</u> on my expenses?</p>	<p>Yes. \$5,000 Single/\$10,000 Family for In-Network Provider \$5,000 Single/\$10,000 Family for Non-Participating Provider. In-Network Provider and Non-Participating Provider out-of-pocket are combined. Satisfying one helps satisfy the other.</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay during a policy period for your share of the cost of covered services. This limit helps you plan for health care expenses.</p>
<p>What is not included in the <u>out-of-pocket limit</u>?</p>	<p>Certain costs for prescription drugs are not covered, Pre-Authorization Penalties, Premiums, Balance-Billed Charges and Health Care This Plan Doesn't Cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>

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Town of Stratford: Lunenos HRA \$2000-\$4000

Coverage Period: 01/01/2016 - 06/30/2016

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

Coverage for: Individual/Family | Plan Type: CDHP

<p>Is there an overall annual limit on what the plan pays?</p>	<p>No. This policy has no overall annual limit on the amount it will pay each year. This HRA account reimburses you for certain deductibles and coinsurance amounts up to \$758 for individual coverage or \$1516 for family coverage. Unused HRA dollars can roll over year to year with a maximum rollover amount of \$3,000 for individual and \$6,000 for family.</p>	<p>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.</p>
<p>Does this plan use a network of providers?</p>	<p>Yes. See www.anthem.com or call 1-800-233-4947 for a list of Network Providers.</p>	<p>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 2 for how this plan pays different kinds of <u>providers</u>.</p>
<p>Do I need a referral to see a specialist?</p>	<p>No, you do not need a referral to see a specialist.</p>	<p>You can see the <u>specialist</u> you choose without permission from this plan.</p>
<p>Are there services this plan doesn't cover?</p>	<p>Yes.</p>	<p>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>.</p>

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Town of Strafford: Lumenos HRA \$2000-\$4000

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

Coverage Period: 01/01/2015 - 06/30/2015
 Coverage for: Individual/Family | Plan Type: CDHP



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

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

Questions! Call 1-800-233-4947 or visit us at www.anthem.com.

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

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

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Non-Participating Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition	Generic drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 34 day maximum Mail order: 100 day maximum
	Preferred brand drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 34 day maximum Mail order: 100 day maximum
More information about prescription drug coverage is available at www.anthem.com/P/harmacyinfo	Non-preferred brand drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 34 day maximum Mail order: 100 day maximum
	Specialty drugs	0% Coinsurance after deductible	20% Coinsurance after deductible	Retail: 34 day maximum Mail order: 100 day maximum
If you have outpatient surgery	Facility fee (e.g, ambulatory surgery center)	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Physician/surgeon fees	0% Coinsurance after deductible	20% Coinsurance after deductible	none
If you need immediate medical attention	Emergency room services	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Emergency medical transportation	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Urgent care	0% Coinsurance after deductible	20% Coinsurance after deductible	none
If you have a hospital stay	Facility fee (e.g, hospital room)	0% Coinsurance after deductible	20% Coinsurance after deductible	Prior Authorization Required
	Physician/surgeon fee	0% Coinsurance after deductible	20% Coinsurance after deductible	none

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Coverage Period: 01/01/2016 - 06/30/2016

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

Coverage for: Individual/Family | Plan Type: CDHP

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

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Town of Stratford: Lumeros HRA \$2000-\$4000

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

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

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	0% Coinsurance after deductible	20% Coinsurance after deductible	Coverage is limited to 300 visits per member per calendar year. 120 of these can be home health aide visits.
	Rehabilitation services	0% Coinsurance after deductible	20% Coinsurance after deductible	Coverage is limited to a combined 90 visit limit for PT/OT and Chiropractic per member per calendar year. A separate 75 visit limit applies for ST per member per calendar year.
	Habilitation services	0% Coinsurance after deductible	20% Coinsurance after deductible	All rehabilitation and habilitation visits count towards your rehabilitation limit.
	Skilled nursing care	0% Coinsurance after deductible	20% Coinsurance after deductible	Coverage is limited to 100 visits per member per calendar year. Prior Authorization Required.
	Durable medical equipment	0% Coinsurance after deductible	20% Coinsurance after deductible	none
	Hospice service	0% Coinsurance after deductible	20% Coinsurance after deductible	Limitations may vary by site of service. You should refer to your formal contract of coverage for details.
If your child needs dental or eye care	Eye exam	No cost share	20% Coinsurance after deductible	none
	Glasses	Not covered	Not covered	none
	Dental check-up	Not covered	Not covered	none

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Town of Stratford: Lumenos HRA \$2000-\$4000

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

Coverage Period: 01/01/2016 - 06/30/2015
Coverage for: Individual/Family | Plan Type: CDHP

Excluded Services & Other Covered Services:

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

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

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

- Bariatric surgery
- Acupuncture
- Infertility treatment
- Most coverage provided outside the United States. See www.bchs.com/bluecardworldwide
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (adult)

Your Rights to Continue Coverage:

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

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

Your Grievance and Appeals Rights:

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Town of Stratford: Lumenos HRA \$2000-\$4000

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

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

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

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

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

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

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

www.ct.gov/oha
healthcareadvocate@ct.gov

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:

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Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage Period: 01/01/2016 - 06/30/2019
Coverage for: Individual/Family | Plan Type: CDHP

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

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

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

Doo bee a'tah ni'ingoo ei dooda' i, shikaa adoolwol iin'zingo t'aa diae k'eg'igo, t'aa shoodi ba na'aknhi ya sidahi bich i naabidikiid. Ei doo bi'gha daago ni ba'ni'ago ho'nalagu' bich i hodihni. Hai'daq iin'it'ago eya, t'aa shoodi diae ya atah halne'igu' ni beesh bee hane i wolta' b'ki si ni'ingoo b'ikehgo bich i hodihni.

To see examples of how this plan might cover your situation, see the next page.

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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 \$5,540
- Patient pays \$2,000

Sample care costs:

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

Patient pays:

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
Total	\$2,000

Managing type 2 diabetes (Routine maintenance of a well-controlled condition)

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

Sample care costs:

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

Patient pays:

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$0
Total	\$2,000

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

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Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

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

What does a Coverage Example show?

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

Does the Coverage Example predict my own care needs?

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

Does the Coverage Example predict my future expenses?

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

Can I use Coverage Examples to compare plans?

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

Are there other costs I should consider when comparing plans?

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

Questions: Call 1-800-233-4947 or visit us at www.anthem.com.

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

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.

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 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.

APPENDIX B

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

TO THE EXAMINING PHYSICIAN:

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

1. NAME OF PATIENT _____ AGE _____ SEX _____
2. HOME ADDRESS OF PATIENT _____
3. DATE OR DATES OF EMPLOYEE ABSENCE(S) _____
4. DATE AND HOUR OF YOUR FIRST EXAMINATION, OR TREATMENT AND ALL
SUBSEQUENT TREATMENT

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

6. PATIENT WILL BE ABLE TO RESUME REGULAR WORK ON _____
7. IF PATIENT IS UNABLE TO RETURN TO WORK AT THIS TIME, PLEASE
ESTIMATE DURATION OF DISABILITY _____

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

DATE OF THIS REPORT _____

M.D.

NAME: _____

ADDRESS: _____

APPENDIX C

APPENDIX C

Sick Leave for Employees Hired Prior to October 21, 2003

1. Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

CONTAGIOUS DISEASE – A disease ruled as subject to quarantine as defined by the health authority having jurisdiction.

DEATH OF MEMBER OF IMMEDIATE FAMILY – Any absence of a town employee from regularly scheduled work due to the death of any member of his immediate family shall be allowed for three days upon satisfactory proof submitted to his department head. The Town Manager may grant, at his discretion, additional time for death in a family.

EMPLOYEE – Any person employed full time by the town, whether it be as an officer thereof or otherwise, and shall include the Town Manager, all department heads and their subordinates and all directors of departments and their subordinates, except those persons employed by, or under the control of, the Board of Education.

IMMEDIATE FAMILY – Husband, wife, grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, nieces or nephews. (Aunts and Uncles added pursuant to Article 11 Section 11.5)

IMMEDIATE HOUSEHOLD – Husband, wife and children. Consideration of any other relative at the discretion of the Town Manager.

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

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

SICK LEAVE PAY – Pay, wages or other remunerations that may be payable to an employee of the town while on sick leave, as herein defined.

VACATION – That period of freedom, rest or diversion for the employee from his regular duties that may be granted in accordance with any town or department rule or regulation, which now exists, or which shall be promulgated at any time hereafter.

2. General policy.

No employee of the town shall receive any salary or wages or other remuneration from the town unless he or she shall carry on the duties of his or her office or employment in the operation of municipal affairs unless it be during a period of a regularly scheduled vacation or during a period for which he or she may be granted a leave of absence with pay, except that he or she may be entitled to the same by virtue of an accumulation of

sick leave days which would entitle him or her to sick leave with pay in accordance with the provisions of this article.

3. Amount of sick leave.

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.

4. Absence for less than a day.

Absence for a fraction or a part of a day that is chargeable to sick leave shall be charged proportionately in an amount not smaller than $\frac{1}{2}$ of a day.

5. Criteria for granting leave.

A. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- (1) Personal illness or physical incapacity except as otherwise provided herein.
- (2) The illness of a member of that employee's household that requires the employee's personal care and attention, for a period of three days only.
- (3) Enforced quarantine of the employee in accordance with community health regulations.

B. An employee on sick leave shall inform his immediate superior of the fact and the reason therefore as soon as possible. Failure to do so within three days may be cause for denial of sick leave with pay for the period of absence.

6. Nonapplicability of sick leave.

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

7. Sick leave for members of employee's household.

Sick leave may be authorized by the Town Manager or Mayor for other members of an employee's immediate household than those defined in Section 1, at his discretion.

8. Effect of workers' compensation benefits.

An employee receiving sick leave with pay who simultaneously receives compensation under workers' compensation laws shall receive, for the duration of such compensation, only that portion of his regular pay which will, together with such compensation, equal his regular salary.

9. Report of absences.

All sick leave absences must be reported to department heads by absent employees immediately, who in turn shall report to the Payroll Department daily so that payroll records will record all absences, whether paid or unpaid.

10. Sick leave in excess of three days.

Sick leave with pay in excess of three consecutive working days for reasons of personal illness or physical incapacity shall be approved upon presentation of a medical certificate within 48

hours of his return to work, certifying that the employee's condition prevented him from performing the duties of his position. Appropriate forms for such a statement will be furnished by the Human Resources Department.

11. Sick leave in excess of ten days.

All claims for sick leave covering 10 or more days shall be reviewed by the Finance Committee.

12. Accumulated sick pay upon retirement.

When an employee of the town shall be retired on pension, all unused sick leave accumulated as of March 31, 1960, shall be converted to terminal pay on a basis of each three days of unused sick leave shall equal one day of terminal pay.

APPENDIX D

App IX '02



TOWN OF STRATFORD

CONNECTICUT
06615

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF STRATFORD AND LOCAL 136, IFPTE

The Town of Stratford and Local 136, IFPTE have established, through discussions between the parties, the attached Flexible Work Schedule Policy for bargaining unit members, the purposes of which are to provide an improved level of service to the public and to provide a more flexible work week schedule for employees.

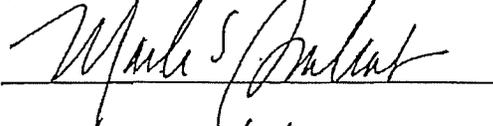
It is understood and agreed that all bargaining unit members will be subject to all of the terms and conditions of said policy and that none of the provisions of that policy or of this memorandum are subject to the grievance procedures of the collective bargaining agreement between the parties.

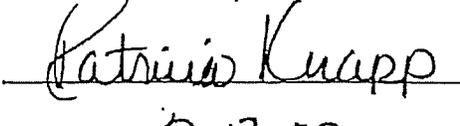
The Town agrees to notify the Union of any changes to the policy prior to implementation.

The provisions of this memorandum and the policy shall become effective upon the signing of this memorandum.

FOR TOWN OF STRATFORD

FOR LOCAL 136, IFPTE





2/5/02
DATE

2-13-02
DATE



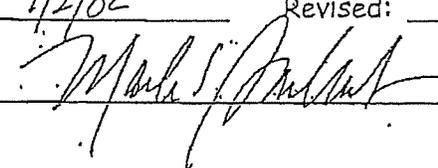
STRATFORD ADMINISTRATIVE MANUAL

Number: C009

Page: 1 of 5

Subject: Flextime Policy and Procedures

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 Town Manager 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 Town Manager has sole discretion for establishing flexible work schedules.

II. DEFINITIONS

Standard Work Day: The standard work day consists of a 7½ 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, 7½ hour days, typically Monday through Friday, for a total of 37½ 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 Town Manager.

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 Town Manager.

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 Town Manager.

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 Town Manager, 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 $7\frac{1}{2}$ 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 $7\frac{1}{2}$ -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 Town Manager.

E. Term:

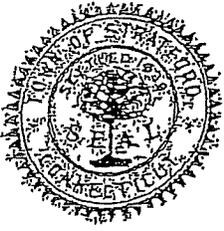
Flexible work schedule arrangements will be approved for a minimum period of one (1) month and a maximum period of twelve (12) months. At the end of each period, the employee and the department supervisor shall meet to evaluate the effectiveness of the work schedule. Following the evaluation, modifications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

Town Manager Signature

Date

- Approved
- Disapproved
- Approved
- Disapproved

Effective Date: _____ Termination Date: _____



MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF STRATFORD
AND
LOCAL 136 IFPTE

Agreement made this 22nd day of October, 2019 between the Town of Stratford (the "Town") and Local 136 IFPTE (the "Union").

- (1.) The Union agrees to relocate their files from the Lower Level office to the third floor closet adjacent to the elevator.
- (2.) The Town will continue to provide space on Town premises where union files can be maintained and secured.
- (3.) The Town will continue to provide space where Union Business can be conducted.
- (4.) This agreement will replace the Letter of Understanding dated January 21, 1983.

Town of Stratford

By *Laura R. Hoydick*
Laura Hoydick
Mayor

Local 136 IFPTE

By *Tom Eckels*
Tom Eckels
President

Date 10/23/19

