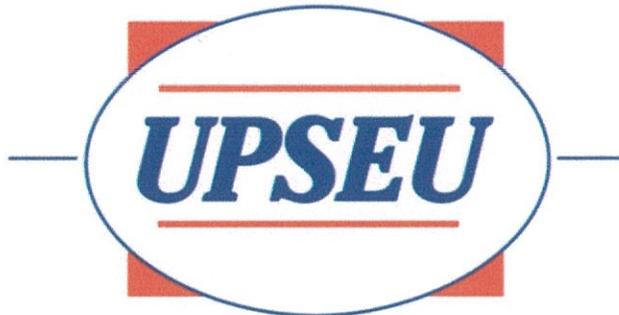


COLLECTIVE BARGAINING AGREEMENT

By and Between

The Town of Hamden

And the



UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 Unit 63
Hamden Dispatchers

July 1, 2017 - June 30, 2023

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THIS AGREEMENT entered into this 1st day of July 2017 by and between the Town of Hamden, Connecticut, hereinafter referred to as the Town and the Hamden Civilian Dispatchers, UPSEU, Local 424 Unit 63, hereinafter referred to as the Union.

WITNESSETH

WHEREAS, the parties hereto desire to provide methods for a fair and peaceful adjustment of all disputes that may arise between the Town and the Union.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment for all employees covered by this Agreement.

1.2 The term "employee" as used in this Agreement shall mean and include all civilian, dispatcher employees. It shall exclude those in any existing recognized bargaining unit employees appointed by the Mayor, Department Heads, employees excluded by the Municipal Employees Relations Act, employees who are hired by the Town to perform in a "professional" capacity, casual and seasonal employees and also those employees excluded by stipulation at the time this Union was certified.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The Town will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of the Union. The Town will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

2.2 There shall be no discrimination, threat, penalty, coercion or intimidation of any kind against any employee by reason of race, creed, color, religious belief, sex, sexual orientation, age, disability, Union membership or Union activity.

2.3 The Union will cooperate with the Town in its Equal Opportunity Employment efforts and in the implementation of the Town's Affirmative Action Plan.

ARTICLE 3 - AGENCY SHOP

3.1 All present employees who are members of the Union and all employees hereinafter hired within thirty (30) days from the date of their employment, shall as a condition of employment become and remain members in good standing of the Union in accordance with the constitution

and by-laws of the Union or pay an agency fee to the Union in an amount equal to the amount of dues, fees, and assessments as required by law for the duration of this Agreement during the term of this Agreement or extension thereof.

3.2 During the life of this Agreement, any employee who is now a member of the Union shall have the option to continue paying Union dues or in lieu thereof may shift to payment of the agency fee as described herein above, and under the conditions set forth herein above, and also pursuant to Article 4 - CHECK-OFF.

3.3 Any employee who refuses to either pay full Union dues or pay an agency fee shall be notified in writing, by certified mail from the Union that he/she is in violation of this Article.

3.4 The Town will, within fifteen (15) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraphs.

ARTICLE 4 - CHECK-OFF

4.1 Upon receipt of a signed authorization of the employee involved, the Town shall deduct from the employee's pay the initiation fees, agency fees and dues payable to the Union during the period provided for in said authorization. The amount will be certified by the Financial Secretary of the Local Union.

4.2 Deductions shall be made on account of initiation fees, agency fees and dues payable from the next pay of the employee after receipt of the authorization. Deductions shall be made on account of the Union dues or agency fees from the next paycheck of the employee after receipt of the authorization and monthly thereafter from the first pay of the employee each month.

4.3 Deductions provided for above shall be remitted to the Financial Office of the Union no later than the tenth (10th) day of the month following the deduction and shall include all deductions made in the previous month. The Town shall furnish the Financial Office of the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deductions.

ARTICLE 5 - HOURS OF WORK/OVERTIME

5.1 Employees regular work schedule shall be five (5) consecutive days on and two (2) consecutive days off followed by six (6) consecutive days on and two (2) consecutive days off followed by five (5) consecutive days on and two (2) consecutive days off followed by five (5) consecutive days on and three (3) consecutive days off. Each work shift shall consist of eight (8) hours with a one (1) hour paid lunch period. The town shall maintain the work shifts as follows:

A, B, & C Squads (One dispatcher per squad per shift): First Shift – 11:45 PM to 7:45 AM,
Second Shift – 7:45 AM to 3:45 PM, Third Shift – 3:45 PM to 11:45 PM.

D Squad (One dispatcher per shift): Wednesday through Sunday First Shift – 11:45 PM to 7:45 AM, Sunday through Thursday Second Shift – 7:45 AM to 3:45 PM, Tuesday through Saturday Second Shift – 7:45 AM to 3:45 PM, Sunday through Thursday Third Shift – 3:45 PM to 11:45 PM, Tuesday through Saturday Third Shift – 3:45 PM to 11:45 PM, and Monday through Friday Fourth Shift – 7:45 PM to 3:45 AM.

5.2 Any employee who for operational demands does not receive his/her lunch period away from the desk shall be entitled to premium pay for that one (1) hour lunch period.

5.3 Whenever any employee works in excess of his/her regular work day or work schedule, he/she shall be paid for such work at the rate of one and one-half (1 ½) times his/her straight time hourly rate.

5.4 An assignment of overtime work, other than for emergencies, shall be made at least two (2) hours in advance by the employee's supervisor.

5.5 Any employee called back to work who has left his/her place of employment shall be granted a minimum of four (4) hours of work at the rates specified in this Agreement.

5.6 In the event the employees refuse overtime work, it is agreed that the supervisor may request sworn police employees who are certified to work said overtime.

5.7 The thirteen (13) week work schedule for Civilian Dispatchers shall be posted twenty (20) calendar days in advance of the new bid period.

5.8 Civilian Dispatchers shall bid their work shifts no less than four (4) times per year.

5.9 Employees shall be entitled to swap shifts with the approval of the shift supervisor (such request shall not be unreasonably denied). The employee shall give twenty-four (24) hours advance notice of such swap and such swap shall not impose any additional cost to the Town.

5.10 Employees may voluntarily work sixteen (16) consecutive hours in conjunction with a mandatory eight (8) hour rest period; however, no employee shall be ordered to work in excess of twelve (12) consecutive hours.

5.11 Any employee ordered in for overtime shall be by inverse order of seniority.

5.12 Overtime shall be distributed equally among the employees. An overtime list shall be maintained and posted weekly.

5.13 Members may receive accumulated compensatory time at the rate of double time the hours worked in lieu of the overtime pay mentioned in section 5.3. At no time will an employee's accumulated compensatory time account exceed seventy-two (72) hours.

5.14 When a Civilian Dispatcher is unavailable for work due to an extended illness or injury (e.g., the disability portion of a maternity leave), or pendency of refilling a vacancy, positions will remain open as follows:

1. For the first such situation, the Town will not be obligated to back fill the Fourth Shift as defined in Section 5.1 of Article 5.
2. For the second such situation, the Town will not be obligated to back fill a Sunday through Thursday 3:45 p.m. - 11:45 p.m. position.
3. For the third such situation, the Town will not be obligated to back fill a Sunday through Thursday 7:45 a.m. to 3:45 p.m. position.
4. The parties agree that any shift coverage's resulting from the situations referenced above will only be offered to employees within the Civilian Dispatchers bargaining unit.
5. Employees who are denied time off by their immediate supervisor may appeal that decision up the chain of command.

5.15 The town shall maintain at least three (3) dispatchers on the following days and shifts:

Monday	Second Shift, Third Shift
Tuesday	First half of First Shift (12 Midnight to 4:00 AM), Second Shift, Third Shift
Wednesday	First half of First Shift (12 Midnight to 4:00 AM), Second Shift, Third Shift
Thursday	First half of First Shift (12 Midnight to 4:00 AM), Second Shift, Third Shift
Friday	First half of First Shift (12 Midnight to 4:00 AM), Second Shift, Third Shift
Saturday	First Shift, Second Shift, Third Shift
Sunday	First Shift, Second Shift, Third Shift

The minimum staffing level is two (2) dispatchers on the First Shift – 11:45 PM to 7:45 AM Monday. The minimum staffing level is two (2) dispatchers 3:45 AM to 7:45 AM shift each Tuesday, Wednesday, Thursday and Friday.

Notwithstanding any other provisions of the collective bargaining agreement, on Thanksgiving Day and Christmas Day the minimum staffing will be no more than two (2) dispatchers for all shifts.

Notwithstanding any other provisions of the collective bargaining agreement, on New Year's Day the minimum staffing will be no more than two (2) dispatchers for Second Shift and Third Shift.

ARTICLE 6 – HOLIDAYS

6.1 Every employee shall receive the following paid holidays each year during the term of this Agreement:

New Year's Day	
Martin Luther King Day	(3rd Monday in January)
Lincoln's Birthday	
Washington's Birthday	(3rd Monday in February)
Good Friday	
Easter Sunday	
Memorial Day	(Last Monday in May)
Independence Day	
Labor Day	
Columbus Day	(2nd Monday in October)
Veterans' Day	
Thanksgiving Day	
Christmas Day	
Floating Holiday	

The floating holiday shall be scheduled by agreement with the department head, keeping in mind that the department must be kept open and operating.

6.2 Employees actually working beyond 6:00 PM Christmas Eve and New Year's Eve shall be compensated for said work at the holiday rate set forth herein.

6.3 Except when absent from work due to a leave authorized under this Agreement, an employee must work the day before and the day after a holiday (provided these are regular workdays) to be entitled to such holiday compensation for said holiday. Further, "sick leave" will be recognized as "authorized leave" hereunder only if said sick leave commences 48 hours before said holiday and extends 48 hours after said holiday, or is substantiated by a doctor's certificate.

6.4 In addition, every employee shall be granted a paid holiday on a day that the President of the United States, the Governor of the State of Connecticut or the Mayor of the Town of Hamden declares a holiday by proclamation.

6.5 When an employee works on a regularly scheduled work day on any holiday, he/she shall receive straight time pay for the holiday and shall be paid for the actual hours worked at a rate of one and one-half his/her straight time, with a minimum of four (4) hours.

6.6 Employees who work a holiday mentioned in 6.1, above, who were regularly scheduled to be off on said holiday shall receive additional compensation at double times (2X) his/her hourly rate of pay for the number of hours he/she worked on said holiday in addition to his/her holiday pay (eight (8) hours regular base wage).

6.7 Holidays for these employees shall be celebrated on the actual date of said holiday listed in Section 6.1.

6.8 In the event of an unanticipated closure of Town offices due to inclement weather or a natural disaster, and employees are required to report to work, employees who report to work as

directed shall be paid according to Article 5 for all hours worked. In addition, employees required to work shall be granted compensatory time at the straight time rate in an amount equal to hours actually worked. Use of accumulated compensatory time shall not be unreasonably denied.

ARTICLE 7 – WAGES

7.1 New employees shall commence employment at the entry-level rate and shall progress on their anniversary date automatically according to the schedule. Current employees shall be paid according to their anniversary date pursuant to the salary schedule, which is Appendix A to this Agreement, with general wage increases as follows:

Effective and retroactive to July 1, 2017, hourly wage rates shall be increased by 2.25%.

Effective and retroactive to July 1, 2018, hourly wage rates shall be increased by 2%.

Effective July 1, 2019 hourly wage rates shall be increased by 2.5%.

Effective July 1, 2020 hourly wage rates shall be increased by 2.25%.

Effective July 1, 2021 hourly wage rates shall be increased by 2.25%.

Effective July 1, 2022 hourly wage rates shall be increased by 2.5%.

7.2 Effective July 1, 2017, the shift differentials shall be eighty cents (\$.80) per hour for the third shift and ninety cents (\$.90) per hour for the first (or midnight) shift.

Effective July 1, 2018, the shift differentials shall be ninety cents (\$.90) per hour for the third shift and one dollar and zero cents (\$1.00) per hour for the first (or midnight) shift.

Effective July 1, 2019, the shift differentials shall be one dollar and zero cents (\$1.00) per hour for the third shift and the first (or midnight) shift.

7.3 Any employee who is temporarily assigned to do a higher-level work which is not training shall receive the higher rate of pay while performing those duties.

7.4 Individuals promoted to a higher classification will be placed at a step in the new classification, which represents an increase in pay.

ARTICLE 8 – LONGEVITY

8.1 For all employees hired before July 1, 2017, on the pay period following the employee's anniversary date, annually, the Town shall make the following additional payment, to each employee who had completed the following continuous years of service:

After 5 years of service	\$595.00
After 6 years of service	\$620.00

After 7 years of service	\$645.00
After 8 years of service	\$670.00
After 9 years of service	\$695.00
After 10 years of service	\$720.00
After 11 years of service	\$745.00
After 12 years of service	\$770.00
After 13 years of service	\$795.00
After 14 years of service	\$820.00
After 15 years of service	\$845.00
After 16 years of service	\$870.00
After 17 years of service	\$895.00
After 18 years of service	\$920.00
After 19 years of service	\$970.00
After 20 years of service	\$1020.00

Such longevity pay shall be paid in a separate check.

8.2 For all employees hired on or after July 1, 2017, on the pay period following the employee's anniversary date, annually, the Town shall make the following additional payment to each employee who has completed the following continuous years of service:

After 5 years of service	\$250.00
After 10 years of service	\$450.00
After 15 years of service	\$650.00.

8.3 If an employee has completed eight (8) months from his/her anniversary date at the time of termination, unless discharged for cause, he or she shall receive the earned longevity prorated.

ARTICLE 9 - SICK LEAVE

9.1 Every permanent employee hired prior to July 1, 2015 shall be entitled, after 90 days employment, to one and one -half (1 ½) days of sick leave with full pay*, for each month, or fraction thereof, of employment. Sick leave shall be defined to mean a twenty-four (24) hour period. An employee taking sick time may not work overtime during this twenty-four (24) hour period.

Effective July 1, 2015, new-hire permanent employees shall be entitled, after six months of employment, to one and one-quarter days sick leave, with full pay, for each month of fraction thereof of employment.

9.2 Sick leave shall be cumulative to a total of 180 days. As used herein, the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his/her regular rate of pay.

9.3 An employee's absence from work shall be authorized within the meaning of this Article and shall qualify him/her for sick leave is due to:

- a. Illness, incapacity or injury of the employee not arising from an intentional act; on request, substantiation of illness by a doctor's certificate must be furnished by the employee if, in the opinion of the Town, the employee is abusing the sick leave provision.
- b. Illness, incapacity or injury to a member of the employee's immediate family, residing in the employee's household, that requires the employee's personal attendance, provided, however, that in the event the absence shall extend beyond two (2) days, the Town shall require proof of same, and provided further that the employee's spouse is in no way available for said attendance. It is understood and agreed that this clause is intended to cover that situation where a member of the employee's household is ill, and there is no other family member available to care for said sick individual. At the discretion of the department head and the Personnel Director, the employee may be granted sick leave to care for a member of his/her family who does not reside in the household. In no event shall this section limit or curtail an employee's rights under state and/or Federal F.M.L.A.

9.4 Whenever employees use their entire accumulation of sick leave days, they shall have the right to petition the Mayor for an extension of said sick leave days. The Mayor may grant such extension not to exceed twenty (20) days upon a showing of good cause. Any subsequent extension shall be at the discretion of the Mayor.

9.5 A paid holiday occurring while an employee is on authorized sick leave status shall not be charged to accrued sick leave.

9.6 A satisfactory method of informing individual employees of accumulated sick leave shall be established wherein the employee shall be advised at least once every six (6) months (January and July) of said accumulation.

9.7 If an employee retires in accordance with the Hamden Employees Retirement plan, the employee shall be compensated, within 30 days of the employee's effective retirement date, for unused sick leave days as follows: 50% of sick leave days up to 90 days; 75% of sick leave days, from 91 days to 120 days; and 100% of sick leave days from 121 days to 150 days. Such redemption payment shall not be counted in any calculation of any retirement plan benefit.

9.8 The Town shall pay any beneficiary of an employee that dies as an active employee, his or her accumulated sick leave pay in accordance with the formula specified in Section 9.7 above. Said payment shall be made within one (1) month of the employee's death.

9.9 Effective upon signing of this contract, Dispatchers who use nine (9) or fewer sick days in a year under Article 9 shall receive an additional \$375 added to their longevity pay on their next anniversary; Dispatchers who use eleven (11) or fewer sick days in a year shall receive an additional \$250 added to their longevity pay. A Dispatcher can be out sick a minimum of three (3) consecutive days to a maximum of six (6) consecutive days due to illness, on one (1) occasion per anniversary year, which will count as one sick day toward the above sick leave incentive. Sick days used after the 6th consecutive day will be charged to sick time. The Chief may require a physician's note for the illness or injury.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 In the event of death in the immediate family of the employee, said employee shall be granted three days funeral leave with full pay. The term "immediate family" shall include the employee's sister, brother, grandparents, grandchildren, sister-,brother-, daughter-, or son-in-law, parent-in-law, or any other relative who resides in the employee's household. For the death of any other relative, other than the employee's spouse or child, parent or stepchild, the employee shall be entitled to one days leave with full pay, to attend the funeral.

10.2 In the event of death of a spouse, child, parent, step-parent or stepchild, the employee shall be granted five (5) days funeral leave with full pay.

ARTICLE 11 - CHILDBEARING LEAVE/FMLA

11.1 An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with the applicable state, or federal statutes.

11.2 Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.

11.3 Subject to a physician's statement that the employee is physically unable to return to work, employees shall not be precluded from using accrued sick leave during periods of childbearing leave.

11.4 Employees shall be granted family/medical leave according to all state and Federal laws. Employees at their option may apply any/or all accumulated leave during such absence.

ARTICLE 12 - WORKERS' COMPENSATION

The Town will supplement the difference in Workers' Compensation and the employee's regular pay up to the maximum of 80% of the employee's regular pay for a period of eighteen (18) months from Maximum Medical Improvement or date of injury, whichever occurs first to the extent that the Workers' Compensation rate is equal to or less than 80% of the employee's regular pay. The employee's dependent allowance will not be included as part of the 80% calculation.

ARTICLE 13 - JURY DUTY

13.1 Any employee within the union required to serve on jury duty shall be given a leave of absence for jury service time. Provided the rate paid for such jury duty is less than the employee's regular rate, the Town will pay the difference. It is understood that, if an employee is excused from jury duty not later than 12:00 noon, he/she shall return to his/her regular job with the Town, and the payment of difference in wages by the Town shall not pertain when so working.

ARTICLE 14 - PERSONAL LEAVE DAYS

14.1 Each employee shall be entitled to three (3) personal leave days, without loss of pay, during each fiscal year. Every reasonable attempt shall be made to arrange scheduling of said personal leave in advance between the employee and the supervisor.

ARTICLE 15 – VACATIONS

15.1 Regular full-time employees hired before July 1, 2017 shall accrue the following paid vacations:

<u>Length of Service</u>	<u>Vacation Days Earned</u>
After 6 months	5 days
After 1 year	10 days
After 2 years	10 days
After 3 years through 9 years	15 days
After 10 years through 14 years	20 days
After 15 years and over	25 days

15.2 Regular full-time employees hired on or after July 1, 2017, shall accrue the following paid vacations:

<u>Length of Service</u>	<u>Vacation Days Earned</u>
After 6 months	5 days
After 1 year	5 days (10 days during first year)
After 2 years	10 days
After 5 years	12 days
After 10 years	15 days
After 15 years	17 days
After 20 years	20 days (maximum).

15.3 Effective July 1, 2017, all vacation accruals shall be credited to an employee’s vacation accrual account on his or her anniversary date of hire.

15.4 The vacation benefits provided herein apply to each year covered by this contract.

15.5 Employees shall be entitled to their vacation as individual days or weeks at such intervals between said individual days or weeks as they desire and in such combination of consecutive individual days or weeks as they desire provided said vacation time does not impair the security of the department and/or the Town. The department head or designee shall apply said security standard to vacation time requested by employees. If an employee desires to take more than two (2) consecutive weeks of vacation time, he/she must first obtain approval of the department head or designee. Vacation may be taken in hourly increments with the supervisor’s permission provided there is sufficient staffing.

15.6 Each employee may elect to start his/her vacation on a day following his/her last normal day off in the work schedule, or on any other day at the discretion of the employee.

15.7 If for any reason an employee has not taken his/her vacation; or any other part thereof, within a calendar year, he/she shall be entitled to take said vacation in the next calendar year. However, he/she may not accumulate vacation time beyond the next calendar year.

15.8 Employees shall not be allowed to carry over from one year to the next more than three (3) weeks' vacation time.

15.9 In the event of illness or incapacity during an employee's vacation period, he/she shall be entitled to an additional number of days off, with pay, equal to the number of days during his/her vacation in which he/she was ill or incapacitated. Said employee shall submit evidence of such illness or incapacity to the department head.

15.10 The parties hereto agree that seniority shall govern the following vacation provisions:

A. Vacation schedules will be posted each year on April 15 for vacations authorized for the next vacation year. Vacation time will be assigned on the basis of request and seniority. On or subsequent to May 1, a senior person will not be able to bump a junior person; the date of request will prevail.

B. The vacation year will be May 1 to April 30.

15.11 The Town will provide a list of accumulated vacation days for each employee on or before January 1 of each year.

15.12 In the event that an employee is terminated for any reason, or in the event that an employee retires or dies prior to taking the scheduled vacation the estate shall be paid a sum equal to the vacation pay earned to the date of such aforesaid conditions.

15.13 In the event of termination or retirement, earned vacation shall be calculated from anniversary date and computed as follows: for every three (3) months worked in the year of the above contingencies, it shall be deemed an employee has earned one-quarter (1/4) of the vacation he/she would have received had the contingencies not occurred.

15.14 An employee when granted vacation leave shall not be subject to call if a shortage of manpower arises except if it be through a municipally declared emergency, riot or other extreme emergency.

15.15 All requests for time off shall be submitted twenty-four (24) hours in advance unless there is an emergency.

ARTICLE 16 – SENIORITY

16.1 The length of continuous service of the employee with the Town shall determine the seniority of the employee.

16.2 All new employees shall, for the first 180 days .of their employment, be considered probationary employees. If retained after the six (6) month period, these employees shall be placed upon the seniority list with seniority as of the date of hiring. All such employees may be dismissed during this probationary period for cause. The Union may, however, in accordance with the grievance procedure, investigate to determine whether the employee was released because of discrimination.

16.3 Employees changing from temporary to permanent status (with no break in employment) will be credited with time of temporary employment in all areas of seniority with the exception of pension.

16.4 The right of seniority in re-employment shall be accorded to a laid off employee prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent by registered mail to the last known post office address. If such laid off employee fails to report to work, is incapacitated, or is employed elsewhere, he/she must notify the Town in writing within five (5) days after receipt of the notice that he/she will report for work as quickly as his/her health or temporary employment will permit. Failure to report to work for any physical or other reason within one (1) month of the date of the Town's "call to report to work" shall result in the employees forfeiting all rights to reemployment. In no event shall this "right of seniority in reemployment" prevail and/or be effective for a period of time greater than two (2) years from the date of such employee's lay-off.

16.5 The Town shall prepare and maintain, subject to examination by Union representatives, a seniority list and record of status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of any changes. Each employee shall have the right to protest any error in seniority status.

16.6 In cases of promotion to a higher classification present employees who are qualified shall be preferred by seniority, and over an applicant not now employed by the Town. In cases of promotion to a higher classification, an employee shall receive an annual salary not less than\$300 higher than the employee's previous annual salary.

16.6A If an employee fails to qualify for the higher classification in this or any other bargaining unit during the employee's trial period the employee shall be entitled to return to his/her old position at the employee's previous rate of pay including any increases in effect prior to the trial period without a loss of seniority.

16.7 The Personnel Director shall, further, provide the Secretary of the unit with a copy of the posting of vacancies.

16.8 In cases of lay-off, the principle of seniority shall prevail in that the senior employee may bump laterally within a given classification) or downward, when in the discretion of the department head of the position being filled or replaced, individuals are equally qualified. If, as a result of lawful bumping, an employee moves laterally within the same job classification, the salary being received shall continue to apply to the same employee working within the same classification. This will also apply to an employee bumping to a lower classification if that employee's salary is within the salary range for the lower classification. If, as a result of bumping, an employee moves to a lower job classification, and the employee has been receiving a salary higher than the maximum pay for the classification into which the employee is moving, then the employee's adjusted rate of pay for the new classification shall be the maximum for such new classification. If an employee moves to a new position by reason of bumping, and that new position has had assigned to it a special equity adjustment, such employee shall be entitled to receive the special adjustment assigned to the new position, and not otherwise.

16.9 The duties and responsibilities of every position existing on the effective date of this Agreement shall be herein attached as an addendum to this Agreement and will not be unilaterally changed during the term of this Agreement.

16.10 All benefits that have been previously earned or accumulated will be carried over and honored from one bargaining unit to the other. However, such benefits will not exceed the benefits as outlined under the new prevailing collective bargaining agreement.

16.11 Any benefits connected with seniority will be honored on the basis of the original hiring date except seniority for the purpose of lay-off, recall, promotions, shift bidding, and vacation scheduling which will be the date the employee came under the new prevailing collective bargaining agreement.

16.12 A probationary employee who has been laid off shall remain on probationary status while laid off notwithstanding the length of the layoff, subject to the provisions of Section 16.2 of the collective bargaining agreement. If a probationary employee who has been laid off is recalled to employment, the following rules shall apply: (A) If the period of layoff has been 30 calendar days or less, the employee shall be considered on probation for the same period of time that remained in the probationary period when the employee was laid off; (B) If the period of layoff has been more than 30 calendar days, the employee shall be considered on probation for a new period of 180 days commencing on the day of return to employment; (C) The Town and the Union may agree to extend the periods listed above on a case by case basis.

ARTICLE 17 -UNION REPRESENTATION

17.1 The Town recognizes and will deal with designated officers and stewards of the Union in all matters relating to grievances and interpretations of this Agreement.

17.2 A written list of the officers, negotiating committee members and Union stewards shall be furnished to the Town immediately after their designation, and the Union shall notify the Town promptly of any change.

17.3 The Town will agree to such reasonable arrangements as may be necessary for Union representatives to properly carry on their Union duties provided such duties cannot be performed during non-working hours.

17.4 Any two (2) officers and/or stewards and any necessary witnesses of the Union required to attend any grievance or arbitration hearing shall suffer no loss of pay for such attendance nor reduction of authorized time.

17.5 Four members of the Union designated as the negotiating committee shall suffer no loss of pay for time spent in contract negotiations.

17.6 No more than two (2) members of the Union shall attend a State convention, conference, or training session of the United Public Service Employees Union without a loss of pay.

ARTICLE 18 - DISCHARGE AND DISCIPLINE

18.1 Discipline authority will be the Chief of Police.

18.2 No employee shall be discharged, demoted or otherwise disciplined without just cause. Any employee who is subject to discipline shall, if he/she so requests, have the right to have a Union Representative present.

18.3 Disciplinary action shall include a verbal and/or written warning with respect to any correctable conduct before an employee is suspended or discharged for repetition of such conduct unless the misconduct is severe.

18.4 No employee shall be suspended without pay for a period in excess of ten (10) working days without the written approval of the Mayor or the Mayor's designee .

18.5 In all cases of discharge, demotion or other discipline, the Union President shall be notified of the action immediately; and a written copy of the discharge shall be mailed to the Union.

18.6 In all cases involving a departmental complaint against an employee, said complaint shall be reduced to writing, specifying the charges preferred, and signed by the complainant, and a copy thereof given to the employee involved within sixty (60) calendar days of the alleged incident giving rise to the complaint if the incident is known or sixty (60) calendar days from the date the alleged incident should have been known.

18.6A In the case of a civilian complaint, the civilian shall make the complaint against said employee within sixty (60) calendar days of the alleged incident giving rise to the complaint. The civilian must sign said complaint. Upon receipt of a civilian complaint the department shall, in writing, immediately notify the accused employee of said complaint. The department shall then notify the accused employee within thirty (30) calendar days of any charge preferred, specifying the charges in writing and a copy thereof given to the employee. If no such written complaint

against said employee is signed and delivered to the employee within said prescribed time limit, no disciplinary action shall be taken against said employee.

18.7 In any matter which shall be submitted to the department head for disciplinary action, no dispatcher shall be required to submit a self-incriminating report. If such report is submitted, it shall be received in evidence against the employee.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 In the event that any dispute arises between the Town and the Union, or any employee, concerning the interpretation or application of the provisions of this Agreement, such dispute shall be deemed to be a grievance, and shall be settled in accordance with the grievance procedure set forth herein. The Union shall file with the Mayor or designee the name(s) of its designated representative(s) as per ARTICLE 17 - UNION REPRESENTATION for the purposes of Step 1 and Step 2. It is expressly understood that, any other contract language notwithstanding, said grievance procedure shall not be available to a probationary employee in the case of a discharge.

19.2 Step 1 - Any grievance shall first be presented to the Police Chief in writing, clearly setting forth the specifics of the grievance in order that the Town may clearly ascertain the nature of the grievance, within seven (7) working days after date of occurrence, or within seven (7) working days after date said occurrence becomes known to grievant. Within seven (7) working days, excluding the employees days off after receipt of said grievance, the Police Chief shall meet the grievant and the Union representatives. Within ten (10) working days after said meeting with the Police Chief, the Police Chief shall advise the Union of his/her decision in writing.

19.3 Step 2 - Within seven (7) working days after the date of the Chief's decision, the Union may appeal that decision to the Mayor or the Mayor's designee, who shall render a written decision sustaining, overturning or modifying the Chief's decision within ten (10) days after the submission of the appeal.

19.4 Step 3 - If such grievance is not resolved to the satisfaction of the Union, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after the decision of the Mayor or the Mayor's designee. The Union shall also notify the Town of said appeal. The matter shall be heard by a single arbitrator from the SBMA panel of neutrals pursuant to applicable SBMA rules unless both parties agree in writing to have the matter decided pursuant to the expedited grievance arbitration procedures of the SBMA.

In a discharge or serious discipline case either party may request Tripartite arbitration.

The panel of arbitrators mutually agreed to by the parties to hear expedited grievance arbitrations on an alternating basis shall be: Susan Halperin or Louis Pittocco.

If necessary, panel replacements or substitutes shall be mutually agreed to between the Town and the Union.

When agreed to between the Town and the Union, more than one grievance may be heard at a time. The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of this Agreement but shall only have the power to interpret the specific terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties; however, both parties shall have a right of appeal to the Courts in accordance with the provisions made and provided for appeals from arbitration proceedings under the Connecticut General Statutes. Failure to timely file with the State Board shall bar any action by the State Board.

19.5 Any of the time limitations specified in this Article and the steps provided herein may be waived by written mutual agreement between the Town and the Union.

19.6 In the event the Department Head, Personnel Director, the grievant, his/her representative or members of the panel become ill or is on vacation, the time limitations set forth herein shall be extended until such time as each is available to perform their duties, but in no event shall such time be extended longer than a period of two (2) weeks.

19.7 If at any step the Town fails to answer within the prescribed time, the grievance will be considered to have been denied. If at any step the alleged aggrieved employee, or the Union, fails to act within the prescribed time schedule, the grievance shall be considered as having been denied without further recourse.

ARTICLE 20 - BULLETIN BOARDS

20.1 The Town will continue to maintain bulletin boards for the use of the Union.

ARTICLE 21 - ALTERATION OF AGREEMENT

21.1 No agreement alteration, understanding, variation, waiver, or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Town; and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

21.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions hereto.

ARTICLE 22 - SAVINGS CLAUSE

22.1 In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

22.2 Unless expressly limited or curtailed by the provisions of this Agreement or by the lawful interpretation of this Agreement by the State Board of Mediation and Arbitration, the Town shall retain all of the rights, powers and authority it had prior to the effective date hereof.

ARTICLE 23 - VISITATION

23.1 Representatives of the Union will have reasonable access to the premises of the Town during working hours and to the offices of the Town by appointment.

ARTICLE 24 - EMD STIPEND

24.1 The Town shall pay a stipend of three hundred dollars (\$300.00) on or about March 1 and on or about September 1 annually to each employee who maintains current and effective state level Emergency Medical Dispatch certification.

ARTICLE 25 - NO STRIKE CLAUSE

25.1 The Town agrees that it will not lock out the employees covered by this Agreement during the term hereof.

25.2 The Union and the employees agree that during the term of this Agreement there will be no strike, work stoppage, or other concerted interference with the operation of the Town or its departments.

ARTICLE 26 - HEALTH AND SAFETY

26.1 Any employee who believes that an assigned piece of equipment is unsafe or unhealthy to employees, or the area in which he/she is assigned to work is unsafe or unhealthy to employees, may refuse to use such piece of equipment, or refuse to work in the unsafe or unhealthy area until it has been inspected by the Department Head, or designee, who shall determine the condition of the piece of equipment or unsafe, unhealthy condition. Any employee who believes that his/her work assignment involves exposure to unsafe or unhealthy conditions contrary to generally accepted standards shall have the right to confer with the Department Head within a reasonable time with a view to minimize wherever possible such exposure.

ARTICLE 27-INSURANCE

27.1 The Town shall offer two (2) Anthem medical plans. For the period July 1, 2017 through June 30, 2018, the two plans shall consist of the Century Preferred (PPO) Plan, or Comp Mix PPO Plan, including the prescription drug coverage, described in Appendix B to this Agreement. After hiring and during open enrollment periods, the Town shall permit employees to select one such plan for coverage of the employee, the employee's spouse and the employee's eligible children.

Effective July 1, 2018, the Town will no longer offer the Comp Mix PPO Plan. Instead, effective July 1, 2018, the Town will offer a HDHP/HSA plan pursuant to Appendix C.

A 19-26 unmarried full-time student rider is included.

- A. The cost of medical insurance shall be borne by the Town and the employee selecting such coverage with the employee's portion paid by weekly payroll deduction. For coverage under the Century Preferred plan, employees shall pay these percentages of the applicable COBRA rate or allocated rate (whichever is lower):

Century PPO Plan

Effective July 1, 2017:	15% employee cost share
Effective July 1, 2018:	16% employee cost share
Effective July 1, 2019:	17% employee cost share
Effective July 1, 2020:	18% employee cost share
Effective July 1, 2021	19% employee cost share
Effective July 1, 2022	20% employee cost share.

For coverage under the Comp Mix PPO plan, employees shall pay these percentages of the applicable COBRA rate or allocated rate (whichever is lower):

Effective July 1, 2016: 11% employee cost share with \$2900 cap

For the HDHP/HSA plan effective July 1, 2018, the following terms apply:

1. Employee Cost Share:

- a. Effective July 1, 2018, employees shall pay eleven percent (11.0%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,200.
- b. Effective July 1, 2019, employees shall pay eleven and a half percent (11.5%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,400.
- c. Effective July 1, 2020, employees shall pay twelve percent (12.0%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,600.
- d. Effective July 1, 2021, employees shall pay twelve and a half percent (12.5%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,800.
- e. Effective July 1, 2022, employees shall pay thirteen percent (13.0%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$4,000.

2. Deductible Funding:

- a. For fiscal year (July 1, 2018) 2018 – 2019, the Town will contribute seventy five percent (75%) of the deductible.
- b. For fiscal year (July 1, 2019) 2019 – 2020, the Town will contribute sixty five percent (65%) of the deductible.
- c. For fiscal year (July 1, 2020) 2020 – 2021, the Town will contribute fifty percent (50%) of the deductible.
- d. For fiscal year (July 1, 2021) 2021 – 2022, the Town will contribute fifty percent (50%) of the deductible.
- e. For fiscal year (July 1, 2022) 2022 – 2023, the Town will contribute fifty percent (50%) of the deductible.

3. HSA Plan Design and Employer Deductible Funding:

- a. Deductibles: Single-coverage \$2,000, Two-Person & Family \$4000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)
- b. Coinsurance for in network services will be 100%. Coinsurance for Out-of-Network of 80%. Out of pocket reasonable and customary shall be the equivalent of 90% of R&C or 275% of Medicare Reimbursable Cost. Anthem's in network fee schedule shall not be used to determine out of network reimbursement payments.
- c. Out-of Pocket Maximum of Single-coverage of \$2,000, Two-Person and Family coverage \$4,000 in network. For out of network coverage single coverage of \$4000, Two-Person & Family coverage of \$8000. (Deductible to be inclusive of in-network, out-of-network, coinsurance and prescription expenses.)
- d. The Town shall provide a PPO or HDHP HRA option for members ineligible to have a health savings account funded due to military service or other legal or IRS regulation exclusion. Such PPO or HDHP HRA option will be at the same HDHP coverage type and cost share as active employees enrolled in the HDHP-HSA.
- e. Employees enrolled in the HRA will have any unused amount in their HRA account eligible for roll over from year to year to the fullest extent allowed by IRS.
- f. The High Deductible Health Plan (called a HSA Plan) shall include the same level of benefits and coverage as PPO plan in place prior to this new agreement.
- g. Vision benefits will be included which are equal to or better than the rider in place prior to this agreement.

h. Employees who enroll in the HDHP HSA Plan must remain in the Plan for the entire fiscal year.

i. Deductible funding shall be a single deposit at the start of each plan year, but no later than 10 days after the start of plan year.

B. Contributions by employees for medical insurance shall be deducted from the regular earnings of active employees on a pre-tax basis as, and to the extent, permitted by law.

C. All employees who retire from the Town of Hamden on or after June 30, 2011 under the Employees Retirement Plan for the Town of Hamden or under Connecticut MERS shall pay the same premium contribution toward health insurance as active employees capped at the amount the employee was paying at the time of retirement.

D. All retirees shall have Medicare as primary upon qualifying for Medicare.

27.2 Blue Cross and Blue Shield Flexible Dental Program "A" with 100%, 80%, 50% co-insurance, \$25/\$75 deductible shared between categories II, III, \$1,000 maximum per person per year applied to categories II and III only, for each employee, the employee's spouse and eligible children.

27.3 For the Century Preferred PPO Plan, Century Preferred 3 Tier Program Prescription Drug an unlimited maximum annually—with the following co-pays: \$5.00 co-pay for generic drugs; \$25.00 co-pay for listed brand and \$40.00 co-pay for non-listed brand prescriptions,

27.4 A. All retirees who retire after August 15, 1996, and who retire under the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act and who have a minimum of ten consecutive years of service if hired prior to January 1, 1982, or fifteen consecutive years of service if hired after January 1, 1982, shall be provided with the same plan as described in Section 27.1 to 27.3 above.

B. For former employees who retired prior to August 15, 1996, and who retire under the provisions of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten consecutive years of service, the Town shall provide at Town expense, hospital, surgical, and Major Medical Coverage in accordance with the requirements of the insurer, which for retirees 65 or older, may include Blue Cross 65, Blue Shield 65, etc. For employees first hired after January 1, 1982, the foregoing provision shall require fifteen years of consecutive service. Any employee who retires on or after January 1, 1988, and who meets the criteria for the continuation of Major Medical benefits upon retiring, shall continue to receive at Town expense the maximum amount of Major Medical Insurance as in effect, and subject to the same terms and conditions, as provided to active employees.

27.5 Employees enrolled in the HDHP HSA plan at retirement will have the cost share rate, cost share cap, and employer deductible funding locked in as of the date of retirement.

Employees enrolled in the HDHP HSA plan at retirement will have the funding deductible locked at fifty percent (50%) notwithstanding the date of retirement.

27.6 All retirees who are Medicare eligible shall enroll in a Medicare Supplemental Plan F plan with a PDP Rider offered by the Town. The retiree cost share will be 5% of the total cost of the Medicare Supplemental Plan F and PDP Rider.

27.7 Spouse coverage will only be provided to the spouse of employee at the time of retirement. If an employee remarries after his/her retirement, the new spouse will not be eligible for health insurance benefits through the Town.

27.8 As used herein, the term immediate family shall mean the spouse and eligible children of the employee. In the event of a service connected death of an employee, the Town shall continue the medical insurance stated herein for the surviving spouse and eligible children until said spouse dies or remarries, whichever occurs first.

27.9 The Town shall provide copies of a document highlighting the health insurance described herein, with periodic updates for all employees.

27.10 Life Insurance - The Town will provide each employee, at Town expense, group life insurance coverage in the amount of forty thousand dollars (\$40,000).

For employees who retire under the provisions of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten years of service, the Town will provide, at Town expense, death benefit in the amount of \$4,000. For employees first hired after January 1, 1982, the foregoing provision shall require fifteen years of consecutive service.

27.11 The Town will implement the "Health Benefit Opt-Out Incentive Program" in accordance with this provision, offering employees a financial incentive to drop Town-sponsored health insurance if they have health insurance benefits through another plan. The terms of the plan are as follows:

- A. An employee who completely drops Town-sponsored health insurance benefits shall be paid One Thousand Five Hundred Dollars (\$1,500.00) per year, as provided herein, regardless of the specific plan or the number of persons covered under the health insurance that the employee dropped.
- B. One-quarter of the \$1,500.00 amount (that is, \$375.00) will be paid 15 days after the end of each fiscal quarter for which the plan was canceled, with such payments pro-rated when the cancellation is effective for only a portion of said fiscal quarter. Payments will be made on October 15, January 15, April 15, and July 15.
- C. Employees wishing to take advantage of this option must fill out any paperwork required to drop coverage from their health plan and also the "Health Benefit Opt-Out Form"

(attached to this Agreement as Exhibit B) and also must provide written evidence to the Personnel Department of health insurance coverage under another plan.

- D. Current employees who are eligible but not now on a Town-sponsored health insurance plan may qualify for this incentive by filling out the "Health Benefit Opt-Out Form" and presenting it to the Personnel Department together with proof of coverage by another health insurance plan.
- E. New employees who are eligible for Town coverage but choose not to enroll in it may qualify for this incentive by filling out the "Health Benefit Opt-Out Form" and presenting it to the Personnel Department together with proof of coverage by another health insurance plan.
- F. Employees who opt out of Town-sponsored health insurance and then lose coverage under their other plan may enroll in a Town plan subject to the rules of that plan, including open enrollment periods and the restriction that employees can enroll in such plans only as of the first day of a month.

ARTICLE 28 - RETIREMENT PLAN

28.1 Employees shall be covered under the Hamden Employee's Retirement Plan for service employees. Actions taken by the Retirement Board pertaining to an individual member of this unit shall be grievable directly to Step 3 (State Board of Mediation and Arbitration) under the grievance article of this Agreement.

28.2 ARTICLE IV, Section 4.1 of the Hamden Employees Retirement Plan is amended to reflect that, as a condition of employment, Eligible Employees are required to make mandatory Employee contributions to the plan as follows:

Effective Date	Contribution Rate
July 1, 2018	8.5%
July 1, 2019	9.0%

ARTICLE IX, Sections 9.2(b) and 9.2(d) of the Hamden Employees Retirement Plan [the plan has no subparagraph (c)] are deleted in their entirety and replaced with the following:

(b) On each May 1, the Cost of Living Benefit shall be determined. The adjustment with respect to each pensioner or Beneficiary shall be equal to the excess of (1) over (2) below, if any, where:

(1) is equal to the amount obtained by dividing the Consumer Price Index, as of the immediately preceding January, by the pensioner's Base Index. This quotient shall be multiplied by the pensioner's Base Pension. In no event may the amount determined in this subsection be greater than one and 75/100 percent (1.75%) of the last amount determined in accordance with this subparagraph, and;

(2) is equal to the Annuitant's Base Pension.

(d) Such Cost of Living Benefit will be applicable to such annuitant only if subparagraph (1) above exceeds subparagraph (2).

The parties agree that this concludes negotiations of the Hamden Employees Retirement Plan until July 1, 2027.

28.3 Except as set forth in Section 28.3, all employees hired after July 1, 2007 shall participate in the Connecticut Municipal Employees Retirement System, and not the Hamden Employees Retirement Plan.

28.4 Subject to CMERS and/or legislative approval, employees hired on or after July 1, 2017, shall not be eligible to participate in the Hamden Employees Retirement Plan or in the Connecticut Municipal Employees Retirement System. In lieu of participation in these retirement plans, employees shall participate in the Town's 457(b) Deferred Compensation Plan, with the Town making annual contributions equal to 6% of the participant's base wages. New employees shall enroll within the first thirty (30) days of their employment. The participant must contribute a minimum of 5% of his/her base salary to the plan, but can also voluntarily contribute up to the maximum limits permitted by the Internal Revenue Service Code governing this plan. Current participants of the Hamden Employees Retirement Plan or the Connecticut Municipal Employees Retirement Plan will be allowed to participate in the Deferred Compensation Plan, but the Town will not make any contributions on their behalf. The following conditions shall also apply:

- Immediate vesting
- No personal loans
- ICMA will be plan administrator, and plan administrator may only be changed with Union approval
- Employees shall designate their own investment options

ARTICLE 29 - LOSS OF PERSONAL PROPERTY

29.1 The Town will reimburse an employee, covered hereunder for loss or damage to personal property times, at depreciated value, to a maximum of \$100 per item, if said loss or damage is proved by the employee to have occurred during and in the course of his employment and is not due to his/her negligence or willful act. This provision shall not apply to non-prescription sunglasses or clothing nor to an employee's personal means of transportation.

ARTICLE 30 - TRANSPORTATION ALLOWANCE

30.1 Each employee covered hereunder who, at the direction of his department head, is required to use his/her automobile for Town purposes and in the course of his/her employment, shall be compensated therefore at the current rate allowed by the I.R.S.

30.2 Employees agree to abide by the Town's Vehicle Policy, attached to the collective bargaining agreement as Appendix C. For purposes of this agreement, the parties agree that the

term “de minimus usage” shall not require an employee to contact the Chief of Police or his designee to obtain approval for a meal, coffee stop, etc., (i.e. bathroom break) that does not require the employee to deviate from his or her work routine.

ARTICLE 31- SUPER-SENIORITY OF OFFICERS

31.1 The Town agrees to recognize that the employees holding the following Union offices during the term of this contract and shall have super-seniority over all employees within this bargaining unit for the purposes of lay-off only:

President

Treasurer

ARTICLE 32 - CALL BACK OF LAID-OFF EMPLOYEES

32.1 Prior accrued benefits will be restored to laid-off employees if they are called back to former positions within two years of the date of lay-off:

- A. Longevity benefits are to be computed on the basis of actual time worked.
- B. Sick leave shall not accumulate during the lay-off period.
- C. Vacation shall be computed on the basis of actual time worked, not including the layoff period.
- D. Seniority shall be computed for the actual time worked.
- E. No wages will be paid or be due for time spent on lay-off.
- F. An employee returning to his/her former position in a call back shall receive the current rate of pay at the time of recall.

ARTICLE 33 - MEAL ALLOWANCE

33.1 Employees required to work and who do work at least four (4) consecutive hours beyond, or before, their regular daily work schedule, and such work was required to be performed with less than twenty four (24) hours’ notice, shall receive a meal allowance of \$6.50. In addition, an employee required to work, and who does work, at least eight consecutive hours beyond, or before, his/her regular daily work schedule, and such work was required to be performed with less than twenty-four (24) hours advance notice, shall receive an additional meal allowance of \$8.00 upon completion of said eight consecutive hours.

33.2 Meal allowances shall be paid no later than the second pay period after the same shall become due, and shall be included in the employee's paycheck identified as such.

ARTICLE 34 – DEDUCTION

34.1 The employer agrees to deduct from the wages of any employee who is a member of the Union, a political action deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 35 – VACANCIES

35.1 The Town will make every reasonable effort to fill all budgeted vacancies within ninety (90) days of their occurrence. To do so the Town agrees to start the process within 20 working days of the occurrence and to choose the applicant within 20 working days of creation of the list of qualified candidates by the Civil Service Commission.

ARTICLE 36 – TRAINING

36.1 Dispatchers shall receive at least thirty-two (32) hours of in department training per calendar year and shall be notified of all external training on the employees' bulletin board.

36.2 When this training or corresponding day falls within a six-day pay period, normally no more than twice per year per squad, affected employees shall receive compensatory time off for said time, subject to the provisions of Section 5.13, Article 5, of the Agreement. The training day shall be paid at straight time if the employee takes a sick day off during the six-day period preceding the training day.

36.3 Dispatchers who perform in department training for new entry level personnel shall receive two (2) hours of compensatory time per day spent conducting such training, subject to the provisions of Section 5.13, Article 5, of the Agreement.

ARTICLE 37 – RESIDENCY

37.1 There shall be no residency requirement during the time of this Agreement.

ARTICLE 38 - EDUCATION ALLOWANCE

38.1 Each employee shall be eligible for tuition reimbursement of \$400.00 per semester or quarters not to exceed \$800.00 per contract year after the successful completion of graduate or undergraduate courses or programs at a recognized college or university directly related to the position the employees holds with the Town. Reimbursement will be made upon the employee providing evidence of satisfactory completion of the approved course and a receipt for the tuition paid.

ARTICLE 39 - PRIOR PRACTICE

39.1 Any and all prior practices concerning wages, hours, and working conditions enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining, mutually agree to changes or have specifically waived any of these prior practices.

ARTICLE 40 - GENERAL PROVISIONS

40.1 In the event either party to this Agreement wishes to propose that a change, addition, modification, correction, or deletion in this Agreement be made, the following procedure will be adhered to:

- A. The party proposing the change, addition, modification, correction, or deletion shall reduce such to writing and mail it to the Town or Union, as the case may be within a reasonable time.
- B. Thereafter and within a two (2) week period, a meeting or representative of the parties shall be held to discuss the matter. This time requirement may be waived upon mutual agreement.
- C. If agreement is reached on the proposal, such will be reduced to writing and referred to the Town or the Union for ratification with the recommendation of both parties, if such ratification is necessary for implementation.

40.2 Any agreed upon and ratified change, addition, modification, or correction and/or deletion to this Agreement shall become an addendum hereto and become a part hereof.

40.3 Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant hereto. The obligation of both parties is only to discuss any proposal submitted pursuant to this provision.

40.4 Court Appearances. Members shall be financially compensated by the Town in all criminal, civil, and administrative proceedings involving the presence and/or testimony of said employee as the result of his/her duty as a Dispatcher at the rate of pay at one and one-half (1-1/2) times for time spent by him or her for each off duty appearance. There will be a four (4) hour minimum. Any monies received by the Dispatcher from the State of Connecticut or any other party will become the property of the Town of Hamden, provided he/she has received the payment mentioned above.

40.5 Every employee shall have the right to inspect his personnel file in the presence of the department head or his/her designee. If the employee desires, he/she may be accompanied by an officer of the Union. This right of the employee shall be limited to no more than two (2) times per year (unless for compelling reason), and shall be exercised at reasonable times after an appointment has been made to do so with the department head or his/her designee.

40.6 All complaints and notations made against an employee for which no disciplinary action is taken by the Town shall not become a part of any file that may influence or impact in any way upon any employee's career with the Town. The parties further agree that the circumstance relating to such matters shall not be brought to the attention of any individual, Town agency or board whose actions might influence or impact said employee's career with the Town.

40.7 Any employee entering military service shall be granted leave without pay in accordance with Federal and State Law. Such leave shall extend for the period of service with the forces and for ninety (90) days after discharge. Any employee who, within ninety (90) days after an honorable discharge from the military, applies for re-employment, at the position he held immediately prior to his induction or enlistment in the military service and shall further be entitled to any other right provided under the Selective Service Act, as amended from time to time and subject to the following limitations:

1. Said military leave shall not exceed four (4) years or in the event of conscription, not to exceed the duration thereof.
2. The employee must be granted an honorable discharge.
3. An employee must not have been convicted of a felony, high misdemeanor or a crime involving moral turpitude during the leave period.

40.8 The Town agrees to pay each employee who maintains an E.M.T. certification, an annual stipend of \$500.00 (tax-free) in a separate check on or around August 1st of each year.

40.9 Matron duty - Any female dispatcher who is requested to perform matron duty shall receive time and one-half (1-½) for all hours performing such duty with a four (4) hour minimum. Employees shall receive training prior to performing such duties.

40.10 The Town will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. The UPSEU Office will be provided with three (3) signed copies.

ARTICLE 41- ATTENDANCE-EDUCATIONAL AND TRAINING SESSIONS

41.1 Should the Town require and direct an employee's attendance at a conference, convention, training, or other educational or informational session, the Town shall determine and pay the costs directly relating to such attendance. In no event shall any employee be reimbursed for any cost relating to such attendance without said cost first having been specifically identified and approved by the department head.

ARTICLE 42 – UNIFORMS

42.1 If the Town prescribes the wearing of uniforms by civilian dispatchers while on duty, the Town shall provide such uniforms to the dispatchers at the Town's expense.

ARTICLE 43 - MANAGEMENT RIGHTS

43.1 Unless expressly limited or curtailed by the provisions of this Agreement, the Town reserves and retains, solely and exclusively, rights, expressed or implied, to manage the Town and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong exclusively to the Town and that the Union will not interfere with the Town's exercise of these rights and functions.

43.2 The exclusive functions and rights of the Town include, but are not restricted to or limited by, the right to: direct the operation of the Town in all aspects; select and employ new personnel; manage the Town and the direction of its workforce; determine methods and levels of financing and budget allocations; maintain and operate buildings, lands, apparatus and other property used for Town purposes; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Town for the maintenance and operation of the Town; determine, and from time to time re-determine, the number of Town personnel and the methods and materials to be employed; consistent with Civil Service regulations, select and determine qualifications of Town employees required to promote the efficient operation of the Town; distribute work to the Town employees in accordance with the job content and job requirements determined by the Town; establish, and from time to time re-establish, assignments for Town personnel; create, enforce, and from time to time change rules and regulations concerning conduct and safety of Town personnel; discipline, warn, suspend or discharge Town personnel for good cause; and otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient and safe operation of the Town of Hamden.

ARTICLE 44 – DURATION

44.1 The duration of this contract shall extend from July 1, 2017, through June 30, 2023, and until a subsequent contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.

44.2 This Agreement is and contains the entire agreement between the parties and shall not be altered or amended except by a written agreement signed by both parties hereto.

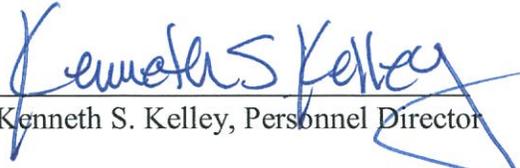
44.3 The parties recognize that the Town retains rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 25 day of May 2018.

TOWN OF HAMDEN



Mayor Curt Balzano Leng



Kenneth S. Kelley, Personnel Director

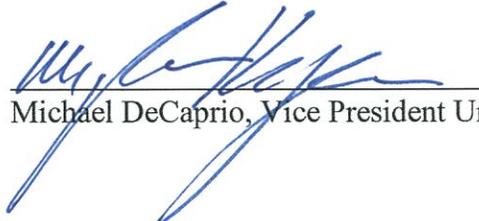
UPSEU, LOCAL 424, UNIT #63



Kevin E. Boyle, Jr., President, UPSEU



Stephen Cahill, President Unit #63



Michael DeCaprio, Vice President Unit #63

APPENDIX A

**UPSEU, LOCAL 424, UNIT #63
CIVILIAN DISPATCHERS WAGE SCHEDULE
2017 - 2023**

			ANNUAL	WEEKLY	HOURLY
2017-2018 2.25%	DISPATCHER	ENTRY LEVEL	\$47,314.30	\$909.89	\$22.7473
		ONE YEAR OF SERVICE	\$53,272.29	\$1,024.47	\$25.6117
		TWO YEARS OF SERVICE	\$59,146.85	\$1,137.44	\$28.4360
2018-2019 2.00%	DISPATCHER	ENTRY LEVEL	\$48,260.58	\$928.09	\$23.2022
		ONE YEAR OF SERVICE	\$54,337.74	\$1,044.96	\$26.1239
		TWO YEARS OF SERVICE	\$60,329.79	\$1,160.19	\$29.0047
2019-2020 2.50%	DISPATCHER	ENTRY LEVEL	\$49,467.10	\$951.29	\$23.7823
		ONE YEAR OF SERVICE	\$55,696.18	\$1,071.08	\$26.7770
		TWO YEARS OF SERVICE	\$61,838.03	\$1,189.19	\$29.7298
2020-2021 2.25%	DISPATCHER	ENTRY LEVEL	\$50,580.11	\$972.69	\$24.3174
		ONE YEAR OF SERVICE	\$56,949.34	\$1,095.18	\$27.3795
		TWO YEARS OF SERVICE	\$63,229.39	\$1,215.95	\$30.3987
2021-2022 2.25%	DISPATCHER	ENTRY LEVEL	\$51,718.16	\$994.58	\$24.8645
		ONE YEAR OF SERVICE	\$58,230.70	\$1,119.82	\$27.9955
		TWO YEARS OF SERVICE	\$64,652.05	\$1,243.31	\$31.0827
2022-2023 2.50%	DISPATCHER	ENTRY LEVEL	\$53,011.11	\$1,019.44	\$25.4861
		ONE YEAR OF SERVICE	\$59,686.47	\$1,147.82	\$28.6954
		TWO YEARS OF SERVICE	\$66,268.35	\$1,274.39	\$31.8598

APPENDIX B



Employer/Group: HAMDEN: CIVILIAN DISPATCHERS
Firm Division: 000653601 - HAMDEN TOWN
CENTURY PREFERRED,\$10.00

MEDICAL CARE	In Network	Out-of-Network
MEDICAL CARE	Member Pays:	Member Pays:

Office visits	\$10.00	Deductible & Coinsurance
Office visits - Specialist	\$10.00	
Outpatient mental health & substance abuse <i>(prior authorization may be required)</i>	\$10.00	
OB/GYN care	No Copayment	
Maternity care <i>(initial visit subject to copayment, no charge thereafter)</i>	\$10.00	
Diagnostic lab and x-ray	No Copayment	
High-cost outpatient diagnostic <i>(prior authorization may be required)</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	No Copayment	
Allergy services - Office Visits	\$10.00	
Allergy services - Testing	\$10.00	
Allergy services - Injections <i>(80 - Within 3 Years)</i>	No Copayment	

HOSPITAL CARE - *Prior authorization may be required*

Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	Refer to Hospital Copayment	Deductible & Coinsurance
Inpatient mental health and substance abuse	Refer to Plan Document	
Skilled nursing facility <i>(up to 120 days per calendar year)</i>	\$200.00	
Rehabilitative services <i>(up to 60 days per calendar year)</i>	No Charge	
Outpatient surgery <i>(in a hospital)</i>	\$100.00	
Ambulatory surgery <i>(in other than a hospital setting)</i>	\$100.00	



Employer/Group: HAMDEN: CIVILIAN DISPATCHERS

Firm Division: 000653601 - HAMDEN TOWN

CENTURY PREFERRED,\$10.00

EMERGENCY CARE	In Network	Out-of-Network
EMERGENCY CARE	Member Pays:	Member Pays:

EMERGENCY CARE	In Network	Out-of-Network
EMERGENCY CARE	Member Pays:	Member Pays:
Walk-in centers	\$10.00	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	\$25.00	Deductible & Coinsurance
Emergency care <i>(copayment waived if admitted)</i>	\$50.00	\$50.00
Ambulance	No Copayment	No Copayment

OTHER HEALTH CARE

Physical, Occupational, Speech and Chiropractic Therapies <i>(50 - Per Member Per Calendar Year)</i>	No Copayment	Deductible & Coinsurance
Durable Medical Equipment and Prosthetics <i>(Unlimited maximum per calendar year)</i>	No Copayment	Deductible & Coinsurance
Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i>	Refer to Plan Document	Deductible & Coinsurance
Home Health Care	OV Copayment	\$50.00 Deductible & 20% Coinsurance



Employer/Group: HAMDEN: CIVILIAN
DISPATCHERS

Firm Division: 000653601 - HAMDEN TOWN

CENTURY PREFERRED,\$10.00

Mammography: (additional exams when medically necessary)

AGE 35-39, 1 BASELINE EXAM;
AGE 40 AND OVER, 1 EVERY YEAR

Vision Exams: ONCE EVERY 2 YEARS

Hearing Exams: ONCE EVERY 2 YEARS

OB/GYN Exams: DOES NOT APPLY

Note To Benefit Descriptions:

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation. This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.



Employer/Group: HAMDEN: CIVILIAN
DISPATCHERS
Firm Division: 000653601 - HAMDEN TOWN
**CENTURY PREFERRED 3-TIER MANAGED
PRESCRIPTION DRUG PROGRAM**
\$5 Copayment Generic Drugs
\$25 Copayment Listed Brand-Name Drugs
**\$40 Copayment Non-Listed Brand-Name
Drugs**
Unlimited Annual Maximum

Description of Benefits

You Pay:

<p>Tier 1: Generic Drugs</p>	<p>The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.</p>	<p>\$5</p>
<p>Tier 2: Listed Brand-Name Drugs</p>	<p>The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.</p>	<p>\$25</p>
<p>Tier 3: Non-Listed Brand-Name Drugs</p>	<p>The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.</p>	<p>\$40</p>

Plan Pays:

<p>Annual Maximum</p>	<p>Per member per calendar year</p>	<p>Unlimited</p>
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How to use the 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-

name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You will be responsible for **two** copayments when purchasing a **31-day to 100 day supply** of maintenance drugs through the mail order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand equivalent is medically necessary and indicates on the prescription 'Dispense as written', you will only be responsible for the applicable copay.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association. ® Registered marks of the Blue Cross and Blue Shield Association.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **100-day supply** of these medications and have them delivered directly to their home.

The \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and an unlimited annual maximum apply. When ordering a **31-day to 100 day supply**, **two copayments** will apply, as follows: \$10 generic/\$50 listed brand-name/\$80 non-listed brand.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-

participating physician, subject to copayment.

- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution - Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

*Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **100-day supply** for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.*

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2018, contributions can be made to your HSA up to the following:
\$3,450 individual coverage
\$6,850 family coverage

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

Plus - To help you stay healthy, use:

Preventive Care

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

Preventive Care

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

Plus -

Your Bridge Responsibility

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

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility In Network and Out of Network Providers

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

If needed -

Traditional Health Coverage

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

Additional protection:

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

Traditional Health Coverage

After your Bridge, the plan pays:
100% for in-network providers 80% for out-of-network providers

Annual Out-of-Pocket Maximum In-Network and Out-of-Network Providers

\$ 2,000 individual coverage \$4,000 individual coverage
\$ 4,000 family coverage \$8,000 family coverage

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

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

Tools and Personalized Services

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

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

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

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

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

** No Deductible applies

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

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



Lumenos HSA Plan Summary

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

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

Hamden
CGHSA3075 NGF (F# 07/15)

APPENDIX C

Town of Hamden Motor Vehicle Use Policy

Purpose:

The purpose of this policy is to establish standard requirements and procedures in accordance with applicable provisions of the Internal Revenue Code, for Town of Hamden employees who are assigned a Town vehicle in the course of providing Town services and conducting official business. This policy is intended to

- ensure the safety and well-being of Town of Hamden employees;
- facilitate the efficient and effective use of Town resources;
- minimize the Town's exposure to liability;
- monitor the use of Town vehicles; and
- comply with Internal Revenue Service regulations relating to vehicle usage.

Policy:

This policy shall apply to all employees who operate Town vehicles on either a regular or occasional basis. The Town of Hamden, with good cause, reserves the right to deny any employee the use of a Town vehicle. All employees assigned a Town vehicle (on a permanent or temporary basis) will be required to sign a statement indicating that they have read and will comply with the rules and provisions of this policy. Any Town employee who fails to adhere to this policy may be subject to appropriate disciplinary action.

Category of usage

Unrestricted Use

Four vehicles are identified by this policy as "unrestricted", which means available for personal usage as well as official business. These are the vehicles assigned to the Mayor, the Director of Public Works, The Chief of Police, and the Fire Chief.

Restricted Use – Take Home Vehicles

With approval of the Mayor, certain Town employees based on job title or job assignment, at the request of the Department Head, may be eligible for take-home vehicle usage and permanent assignment. These vehicles may be used for commuting and *de minimis* personal errands during workdays only while traveling between work and home, pursuant to Internal Revenue Service (IRS) regulations. These regulations may be amended by the IRS from time to time. Any *de minimus* usage must be reported to the Department Head and approved prior to such usage.

The only employees eligible for take-home vehicle usage are employees with responsibility for on-going and recurring time critical emergency responses requiring both direct transportation to the site of the emergency and specialized equipment in the Town vehicle. In addition, employees' jobs must require that they spend a significant amount of their work day in the field.

Restricted Use – Daily and Fleet Vehicles

Daily and Fleet vehicles are those used only during the course of the workday. With the approval of the Mayor or the Chief Administrative Officer, a daily or fleet vehicle may be permitted to be taken home

by an employee for a period not to exceed three (3) days. These vehicles may be used for *de minimis* personal errands during workdays only while traveling between work and home, pursuant to Internal Revenue Service (IRS) regulations. These regulations may be amended by the IRS from time to time. Any *de minimus* usage must be reported to the Department Head and approved prior to such usage.

The Town recognizes that, during work hours, *de minimus* in-town use of Town vehicles (e.g. lunch breaks) may represent the most efficient use of resources and such usage is acceptable when the *de minimus* nature or increased efficiency is demonstrable.

Assignment of Town Vehicles

The permanent or temporary assignment of Town vehicles to Town employees shall require the approval of the employee's Department Head or the Mayor. Upon vacancy, any positions to which a take-home vehicle is assigned will automatically be removed unless authorized by the Mayor. The Town reserves the right to review the continuing need for any vehicle assignment. The Town, with input from any appropriate Department Head, will ensure that vehicles purchased for employee use are the least expensive and most fuel-efficient vehicles required for the work assignment.

Use of Town Vehicles

For employees who fall within the provisions of the Internal Revenue Code, the Town will comply with the Internal Revenue Service's regulations regarding the reporting of income. Since the only authorized non-business use is commuting and *de minimis* personal errands, the Town will use the Commuting Valuation Method to report income. This amount may be amended by the IRS from time to time. The employee is responsible for complying with all IRS regulations and any other regulatory requirements regarding employer provided vehicles. The Mayor is subject to alternate provisions of the IRS code that relate to "control employees," and the Town recognizes that Internal Revenue Code may override categorizations included in this policy.

All operators of Town vehicles shall possess a valid driver's license. Employees are responsible for notifying the Town if their license is suspended or expired. Employees must forward a copy of their driver's license to their supervisor and the Personnel Department on an annual basis. In the event of a license suspension, vehicle use privileges will be suspended and may be terminated. Employees are required to notify their supervisors of any violations or summonses received while in possession of, or while operating a Town vehicle. Failure to do so may result, in the Town's discretion, in the loss of vehicle use privileges or other discipline.

Only Town employees are authorized to operate Town vehicles. Smoking is not allowed in Town vehicles.

All drivers and Town business travelers must wear seat belts and obey traffic laws. Employees are strictly prohibited from operating a Town vehicle while under the influence of alcohol or illegal drugs, and are likewise prohibited from using prescription or over the counter medication which may impair their ability to safely operate a motor vehicle.

In the case of an accident, the employee driving the vehicle shall immediately notify his/her supervisor

and the Police Department holding jurisdiction to report the accident and complete a full accident report. Copies of the completed accident report shall be forwarded to the employee's supervisor and the Town's Risk Manager.

Appearance of Town Vehicles

The only decals or adornments allowed on Town vehicles are 1) the Town Seal, 2) an American flag (without text), 3) uniform lettering, decals, or adornments for guardian vehicles as determined appropriate by the Fire Chief or Police Chief and approved by the Mayor, and 4) bumper stickers or magnets produced by the Town of Hamden promoting the safety, cleanliness, and livability of our Town. Any existing decal, bumper sticker, or other adornment that fails to adhere to this policy is to be removed immediately.

Requests for case-by-case exemptions are to be made to the Mayor.

Responsibility:

It shall be the responsibility of each Town employee assigned a Town vehicle to comply with these regulations. Failure to comply with all provisions of this policy shall result in disciplinary action as well as suspension or termination of vehicle privileges.

Effective – June 5, 2013