

COLLECTIVE BARGAINING AGREEMENT

By and Between
The Town of Hamden
and the



UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 Unit 23
Hamden Supervisors

July 1, 2017 - June 30, 2023

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THIS AGREEMENT effective this 1st day of July 2017 by and between the Town of Hamden, Connecticut, hereinafter referred to as the Town and Supervisors, Local 424, Unit #23 of UPSEU, 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 I
RECOGNITION

1.1 The Town hereby recognizes the Union as the sole and exclusive bargaining representative for supervisory employees including Assistant Public Works Director; Budget Coordinator; Operations Supervisor Rink; Superintendent of Streets, Accountant, Supervisor of Sanitary Sewers; Parks Supervisor; Superintendent of Public Buildings; Administrative Assistant Public Works; Foreman of Trees and Parkways; Foreman of Streets; Superintendent of Parks; Assistant Operations Supervisor Rink; Associate Library Director; Assistant Town Clerk; Planning Administrator; Foreman of Public Buildings, Operations Manager; Superintendent of Sanitation; Deputy Tax Collector; Deputy Assessor; Superintendent of Equipment; Foreman of Equipment Maintenance; Superintendent of Trees & Parkways; Assistant Director of Parks and Recreation; Chief Assessor; Tax Collector; Purchasing Agent; Chief Accountant; Elderly Services Coordinator; Youth Services Coordinator; Community Services Coordinator; , Assistant Town Engineer, Assistant Town Planner, Information Technology Manager, Information Technology/Records Manager, Superintendent of Vehicle Maintenance, Animal Control Officer, Child Care Program Director, Administrative Assistant to the Chief of Police, and Deputy Finance Director.

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

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, Union membership or Union activity.

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

ARTICLE 3
AGENCY SHOP

3.1 As a condition of continued employment, all present employees shall, within thirty (30) days after the effective date of this Agreement, either become members of the Union or pay an agency fee to the Union as set by the Union in accordance with applicable law. As a condition of continued employment, all new employees shall, at the end of the first thirty (30) calendar days of employment, either become members of the Union or pay an agency fee to the Union as set by the Union in accordance with applicable law.

3.2 During the life of this Agreement, any employee who is now a member of the Union or becomes 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 also pursuant to Article 4 (Checkoff).

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

3.4 The Union agrees to indemnify and save the Town harmless from any and all claims, suits or other forms of liability arising out of the Town's acting to implement this Article.

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 fee, Union dues, or agency fees payable to the Union during the period provided for in said authorization. The amount shall be certified by the Financial Secretary of the Local Union.

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

4.3 Deductions provided in 4.1 shall be remitted to the UPSEU 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 UPSEU Office of the Union, monthly, with a record of those from whom deductions have been made and the amounts of the deductions.

4.4 The parties agree that check-off authorization shall be in the customary form.

4.5 The Union agrees to indemnify and save the Town harmless from any and all claims, law suits or other forms of liability arising out of the Town's acting to implement this Article.

ARTICLE 5 **HOURS OF WORK**

5.1 The regular work week for all employees covered by this agreement shall be as listed on attached Schedule A which is a part of this Agreement.

5.2 A break not to exceed fifteen (15) minutes shall be granted as close as possible to the midpoint between an employee's starting time and lunch period and a break not to exceed fifteen (15) minutes shall be granted as close as possible to the midpoint between an employee's lunch break and quitting time.

5.3 Employees regularly scheduled to work an eight (8) hour day and forty (40) hour week, who more than eight (8) hours in any one day or forty (40) hours in one (1) week shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate. Employees regularly scheduled to work a seven (7) hour day and thirty-five (35) hour week, who work more than seven (7) hours in any one day and thirty-five (35) hours in one (1) week shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate.

5.4(a) When an employee is called in for an emergency and reports to work outside their normal hours of work, they shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for hours worked. These employees shall be paid at said rate for a minimum of four (4) hours.

5.4(b) As assignment of overtime work, other than emergencies shall be made at least four (4) hours in advance by the employee's supervisor.

5.5 Employees whose regular work week does not include a Saturday shall be paid at a rate of one and one-half (1-1/2) times their regular hourly rate for any work performed on a Saturday.

5.6 Employees whose regular work week does not include a Sunday shall be paid at a rate of two (2) times their regular hourly rate for any work performed on a Sunday.

5.7 All Public Works and Parks and Recreation employees, excluding the Superintendent of Programs when required to be available for such emergency duty shall be compensated at the rate of sixty-five dollars (\$65.00) per week from December 1 to March 31. At the discretion of the Director, any employee who fails to report for storm duty within a reasonable time after being notified, taking into account the weather conditions then prevailing, shall not be entitled to receive said weekly sum. It is understood and agreed that the Director will take into consideration evidence from the employee of good cause for failure to respond provided the same is not chronic. The special compensation provided by this paragraph shall not be payable to an employee not actually available, such as on vacation or sick or injury leave, but an employee who actually is available and reports for storm duty shall be entitled. The Storm and Emergency Standby Rate shall, effective 7/1/17, be 71.00. Effective 7/1/18, the Storm and Emergency

Standby Rate shall increase to \$77.00. Effective 7/1/19, the Storm and Emergency Standby Rate shall increase to \$83.00.

5.8 When Town Hall is closed due to inclement weather or other emergency, and only essential employees must report to work, the bargaining unit's clerical civilian positions at the Police Department do not report to work.

5.9 When directed by the department head, any supervisory employee in the Public Works Department who is required to be on call and is available by telephone for emergency service, and is also able to report to work if directed, shall receive a payment of ten dollars (\$10.00) for each day for which he/she remains on call.

5.10 Overtime for bargaining unit work shall be done by bargaining unit employees. The Town may use outside help during normal working hours in emergency situations or for temporary, seasonal work loads when such work cannot be accomplished by the regular work force during regular work hours.

5.11 Bargaining unit work shall be done by bargaining unit employees. The Town may use outside help during normal working hours in emergency situations or for temporary, seasonal workloads when such work cannot be accomplished by the regular work force during regular work hours.

ARTICLE 6
HOLIDAYS

6.1 Each employee shall suffer no loss of pay for absence on the following Holidays:

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

In addition, Public Works employees and Parks and Recreation employees covered hereunder shall receive the day after Thanksgiving as a Holiday.

In addition, the employees covered hereunder who do not receive the day after Thanksgiving shall be granted a floating holiday, which shall be scheduled by agreement with the department head, keeping in mind that the department must be kept open and operating.

6.2 Employees working beyond 4:30 p.m. on Christmas Eve and beyond 4:30 p.m. on New Year's Eve shall be compensated for said work at a rate of double time their regular hourly rate.

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

6.4 When an employee works on any of the aforesaid holidays, he/she shall receive his/her regular straight time for the holiday and shall be paid the actual hours worked at the rate of double time his/her straight time. These employees shall be paid at said rate for a minimum of four (4) hours.

6.5 A holiday observed while an employee is on vacation shall entitle such employee to one additional day of vacation time with pay.

6.6 Holidays falling on Sunday will be celebrated on the following Monday, and holidays falling on Saturday will be celebrated on Friday. For purposes of this section, the employee will receive the additional compensation stated in 6.4 for hours worked on the day the holiday is celebrated. Notwithstanding anything herein to the contrary, employees shall not receive holiday pay for more than one day per holiday.

ARTICLE 7 **WAGES**

7.1 All employees covered hereunder shall receive wages as provided on the attached wage schedules.

Effective and retroactive to July 1, 2017, all wage rates in effect on June 30, 2017, shall be increased by two point two five percent (2.25%).

Effective July 1, 2018, all wage rates in effect on June 30, 2018, shall be increased by two percent (2%).

Effective July 1, 2019, all wage rates in effect on June 30, 2019, shall be increased by two point five percent (2.5%).

Effective July 1, 2020, all wage rates in effect on June 30, 2020, shall be increased by two point two five percent (2.25%).

Effective July 1, 2021, all wage rates in effect on June 30, 2021, shall be increased by two point two five percent (2.25%).

Effective July 1, 2022, all wage rates in effect on June 30, 2022, shall be increased by two point five percent (2.5%).

7.2 Any bargaining unit employee who is assigned to perform bargaining unit work which can be determined to pay a greater hourly rate of pay, and actually performs such work, that is not training for two (2) consecutive work days shall receive the higher rate of pay while performing such work.

7.3 Any bargaining unit employee assigned to perform duties and responsibilities of a Superintendent in more than one area of responsibility in addition to their current duties and responsibilities shall receive a stipend amount of five (5) percent of their wages for the period the employee performs the combined duties.

7.4 Any employee assigned to the first or third shift (military) shall receive a shift differential of .50 cents per hour.

7.5 New employees shall commence employment at the entry level rate and shall progress a step each year on their anniversary date. The Town, at the discretion of the Personnel Director, may hire new employees at any step within a range with the understanding that any employees within that range must immediately receive no less than a new employee. In no event shall any employee receive a higher rate than the maximum step of his or her respective range.

7.6 Individuals promoted to a higher classification will be placed at a step in the new range next higher in salary than the one they vacate. The Town, at the discretion of the Personnel Director, may promote current employees at any step within a range as long as this provides a three (3) percent increase over current salary or the minimum step of the range, whichever is greater. No employee shall receive a reduction in pay as a result of their promotion. Employees promoted shall also automatically progress a step each year on their anniversary date.

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 has completed the following continuous years of service:

The longevity schedule is as follows:

After	5	years of service	\$575.00
After	6	years of service	\$600.00
After	7	years of service	\$625.00
After	8	years of service	\$650.00
After	9	years of service	\$675.00
After	10	years of service	\$700.00
After	11	years of service	\$725.00
After	12	years of service	\$750.00
After	13	years of service	\$775.00
After	14	years of service	\$800.00
After	15	years of service	\$825.00
After	16	years of service	\$850.00
After	17	years of service	\$875.00
After	18	years of service	\$900.00
After	19	years of service	\$950.00

After	20	years of service	\$1,000.00
After	21	years of service	\$1,025.00
After	22	years of service	\$1,050.00
After	23	years of service	\$1,075.00
After	24	years of service	\$1,100.00
After	25	years of service	\$1,125.00

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 Upon termination of employment with the Town, any employee with at least six (6) months of service in the current anniversary year will be paid longevity on a pro-rated basis.

ARTICLE 9
SICK LEAVE

9.1 After ninety (90) days employment, employees hired prior to July 1, 2015 shall accrue one and one-half (1 1/2) days sick leave for each month or fraction thereof of employment. Excluding vacation leave, an employee must be actively at work within any given month to accrue sick leave for that month. 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 or fraction thereof of employment.

9.2 Sick leave shall be cumulative to a total of one hundred fifty (150) days.

9.3 An employee's absence from work shall be authorized within the meaning of this article and shall qualify for sick leave if it is due to:

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.

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 family who does not reside in the household.

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

9.5 Employees shall be allowed to request the amount of their accrued sick leave once each contract year.

9.6 Employees who retire under the terms of the Hamden Employees Retirement Act and have a minimum of fifteen (15) years of service, and employees who retire under the provisions of the Federal Social Security Act and have a minimum of fifteen (15) years of service, shall upon retirement, be paid on a lump sum basis for accumulated sick leave to a maximum of 97.5 days.

9.7 Whenever an employee uses his or her entire accumulation of sick leave, he/she shall have the right to ask his/her Department Head to petition the Mayor for an extension of sick leave. The Mayor may grant such extension for the period of the employee's absence not to exceed twenty (20) days, upon a showing of good cause. In no event shall any days extended and not used be put on the employees accumulated time. Any subsequent extensions shall be at the discretion of the Mayor upon the recommendation of the department head.

9.8 The Town agrees to allow any bargaining unit member who has reached maximum allowable unused sick leave accrual (150 days) to put any further unused sick leave into a sick leave bank. The bank will be available to any bargaining unit member who experiences catastrophic injury or illness and has expended all of his/her accumulated sick leave. The sick leave bank will be administered by the Town and the Union working together.

ARTICLE 10 **BEREAVEMENT LEAVE**

10.1 In the event of death in the immediate family of the employee, said employee shall be granted three (3) days funeral leave with full pay. The term "immediate family" shall include the employee's sister, brother, grandparents, grandchildren, parent-in-law, sister-, brother-, daughter- or son-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, the employee shall be entitled to one (1) day's leave with full pay, to attend the funeral.

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

10.3 Reasonable time shall be allowed for travel to out-of-state funerals, but in no event shall it exceed two (2) days.

ARTICLE 11 **CHILDBEARING LEAVE**

11.1 An employee who becomes sick or disabled due to pregnancy or childbirth shall be

entitled to leave in accordance with FMLA.

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.

ARTICLE 12
WORKERS' COMPENSATION

12.1 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, said employee shall return to his regular job with the Town, and the payment of the difference in wages by the Town shall not pertain when so working.

ARTICLE 14
MILITARY LEAVE

14.1 Any employee within the bargaining unit with military status that requires him/her to serve a two (2) week active duty period in the military service shall be given a leave of absence for such military service up to a maximum of fifteen (15) days in each fiscal year, provided the rate paid for such military service is less than employee's regular rate of pay, the Town will pay the difference.

ARTICLE 15
PERSONAL LEAVE DAYS

15.1 Each employee hired who has completed at least one (1) year of service as of June 30 of any given year he/she shall receive one (1) personal leave day without loss of pay during the following contract year. When said employee has completed at least two (2) years service as of June 30 of any given year shall receive two (2) personal leave days without loss of pay during the following contract year.

15.2 Except in the case of an emergency, request for personal leave shall be made at least five (5) days in advance of the date request. Every reasonable attempt shall be made to grant an employee's request.

ARTICLE 16
VACATIONS

16.1 Regular full-time employees hired before July 1, 2017, shall receive vacation in accordance with the following schedule:

Length of Service	Vacation Allowance	
After 6 months	6 months	5 days
After 1 year	1 year	10 days
After 2 years	2 years	10 days
After 3 years	3 years	10 days
After 4 years	4 years	10 days
After 5 years	5 years	12 days
After 6 years	6 years	13 days
After 7 years	7 years	14 days
After 8 years	8 years	15 days
After 9 years	9 years	16 days
After 10 years	10 years	18 days
After 11 years	11 years	19 days
After 12 years	12 years	20 days
After 13 years	13 years	21 days
After 14 years	14 years	22 days
After 15 years	15 years	23 days
After 16 years	16 years	24 days
After 17 years	17 years	25 days

16.2 Regular full-time employees hired on or after July 1, 2017, shall accrue vacation according to the following schedule:

After 6 months	5 days
After 1 year	5 days (total of 10 days during the first year)
After 5 years	12 days
After 10 years	15 days
After 15 years	17 days
After 20 years	20 days (maximum)

16.3 Employees may be permitted to take their vacation time in consecutive weeks, or single weeks, or in periods of less than one (1) week so long as it is scheduled by agreement with the Department Head and does not adversely affect the operation of the Department.

16.4 Vacations shall be accumulated from year to year with Mayoral approval.

16.5 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.

16.6 Upon separation from Town service, an employee shall be paid on a lump-sum basis for any accrued vacation time due.

16.7 (a) In the event of an employee's death, the employee's estate shall be paid on a lump-sum basis for any accrued vacation time due.

16.7 (b) Employees hired before July 1, 1983, shall retain all vacation accumulated as of July 1, 1983.

ARTICLE 17 **SENIORITY**

17.1 "Seniority" shall be defined as the length of an employee's continuous service with the Town of Hamden.

17.2 Seniority shall apply the accrual of vacation, sick leave, and any other benefits which are directly related to an individual's length of employment. Seniority shall apply in matters of layoff, vacation selection, and promotions, subject to the further provisions of these articles and sections.

17.3 All new employees shall, for the first six (6) months 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.

17.4 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.

17.5 The Town shall prepare and maintain a seniority list showing Town seniority on or about July 1 of each year. The Town will provide the seniority list to the Union. Objections to the seniority list must be reported to the Town Personnel Director within thirty (30) days of July 1 or receipt by the Union, whichever is later, or said seniority list stands as prepared.

17.6 When promotions to a higher classification in this bargaining unit become available, the Town shall post the position in all departments bargaining unit wide for five (5) working days, and the position shall be filled within (30) days of the closing of the posting.

In the event that a vacancy occurs in a bargaining unit classification or a new supervisory position is created and such vacancy or new position is to be filled, it shall be posted in all departments bargaining unit wide for five (5) working days, and shall be filled within thirty (30) of the closing of the posting.

Positions which are exempt from Civil Service, specifically Purchasing Agent, Tax Collector and

Associate Library Director, shall be appointed pursuant to Town Charter. Vacancies for these positions shall be posted within the bargaining unit for five (5) days. If in the opinion of the appointing authority there are no qualified applicants from within the bargaining unit, the Town may post the position externally. All other bargaining unit positions shall be filled pursuant to Hamden Civil Service Rules and Regulations.

17.7 The Personnel Director shall provide the Union President with a copy of the posting of vacancies.

17.8 Any employee targeted for lay-off may bump another employee with less seniority in an equal, or lower, classification provided the bumping employee has the minimum education, experience and skill requirements as required under Hamden Civil Service Rules & Regulations for the position and has the ability to perform the work of the position.

17.9 An employee laid off under the previous section shall be placed on a re-employment list for a period of two (2) years. An employee shall be recalled to his/her former position or to another equal or lower paying position for which he/she is qualified under the Civil Service Rules & Regulations, prior to the hire of any new employee into said position.

17.10 An employee on the recall list must respond to a call to return to work within five (5) working days of the receipt of notice sent by registered mail to his/her last known address. An employee who is unable to report to work within five (5) working days due to other employment or physical incapacity shall notify the Town in writing immediately, and shall report to work as soon as possible thereafter, but in no event later than one (1) month after receipt of the recall notice. If an employee fails to respond to recall within the above specified time limits, he/she shall lose all rights to recall under this Agreement.

ARTICLE 18

UNION REPRESENTATION

18.1 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.

18.2 A written list of 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.

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

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

18.5 Three (3) members of the Union designated as the negotiating committee shall suffer no

loss of pay for time spent in contract negotiations.

18.6 No more than one (1) member of the Union shall suffer a loss of pay for attendance at State Conventions and Conferences of UPSEU and International Convention of UPSEU.

ARTICLE 19 **DISCHARGE AND DISCIPLINE**

19.1 No employee shall be discharged, demoted or otherwise disciplined without just cause. Any employee who has been discharged shall, if he so requests, be granted an interview with his Union representative before he is required to leave the premises.

19.2 Disciplinary action shall include a documented verbal warning for a first offense, then a written warning for a second offense with respect to any correctable conduct before an employee is suspended or discharged for repetition of such conduct unless the misconduct is severe.

19.3 In all cases of discharge, demotion or other discipline, the Union President shall be notified of the action as soon as practicable and a written copy of the discipline shall be mailed to the Union.

ARTICLE 20 **GRIEVANCE PROCEDURE**

20.1 In the event that any dispute arises between the Town and the Union or any employee, concerning the interpretation or application of any of the provisions of this agreement, such dispute shall be deemed to be a grievance, and shall be settled in accordance with the grievance procedures set forth herein.

20.2 Any grievance shall first be presented, in writing to the Department Head, clearly setting forth the specifics of the grievance in order that the Town may clearly ascertain the nature of the grievance, within seven (7) days after date of occurrence, or within seven (7) days after date said occurrence becomes known to grievant or should have been known to grievant. The Department Head shall meet with the grievant and the Union Representative within seven (7) working days for the purpose of adjusting or resolving such grievance. The Director shall respond in writing within five (5) working days to the grievant and the Union Representative. If the Union is not satisfied with the Director's response, it shall appeal the grievance within seven (7) working days to the Personnel Director.

20.3 Within seven (7) working days after receipt of grievance, the Mayor or designee shall meet with the grievant and the Union representative for the purpose of adjusting or resolving such grievance. The Mayor or designee shall advise the grievant and/or the Union representative in writing of his decision within ten (10) working days of the date the parties have met.

20.4 If the Mayor or designee's decision is not satisfactory to the employee, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration (SBMA) within twenty (20) days after the decision of the Mayor or designee. The Union shall also notify the Town of said appeal. Except where either party specifically requests tripartite arbitration as

provided below, the parties agree to use expedited grievance arbitration pursuant to SBMA regulations.

If the Union desires to have the matter heard in tripartite arbitration, it shall indicate this in its written submission to the SBMA, a copy of which shall be sent to the Mayor or designee and the Personnel Department. If the Town desires to have the matter heard in tripartite arbitration, it shall so inform the SBMA and the Union, in writing, within ten work days of the Personnel Department's receipt of the Union's arbitration submission. Unless the Union or the Town requests tripartite arbitration, the expedited arbitration procedures shall be followed.

The panel of arbitrators mutually agreed to by the parties for expedited arbitrations shall be:

Susan Halperin
Louis Pittocco

If necessary, panel replacements or substitutes shall be mutually agreed to between the Town and the Union. Grievance(s) arbitrated under expedited procedures shall be heard by an arbitration panel member on an alternating basis.

In both expedited and tripartite arbitrations, 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 SBMA shall bar any action by the SMBA.

20.5 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.

20.6 In the event the department head, personnel director, the grievant, his representative or members of the panel becomes ill or is on vacation, the time limitations set forth herein shall be extended until such time as each is available to perform his/her duties, but in no event shall such time be extended longer than a period of two (2) weeks.

20.7 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. If at any step the Town fails to answer the grievance within the prescribed time, the grievance shall automatically advance to the next step.

ARTICLE 21 **BULLETIN BOARDS**

21.1 The Town will continue to maintain bulletin boards as if the current practice for the use of the Union.

ARTICLE 22
ALTERATION OF AGREEMENT

22.1 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.

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

ARTICLE 23
SAVINGS CLAUSE

23.1 In the event that any Federal or State Legislation, governmental regulations or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

23.2 Unless expressly limited or curtailed by the provisions of this Agreement, the Town shall retain all of the rights, powers and authority it had prior to the effective date hereof.

ARTICLE 24
VISITATION

24.1 Accredited 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 25
CLOTHING ALLOWANCE

25.1 Public Works employees and Parks and Recreation employees covered by this contract, other than office employees, who have completed one (1) year of continuous service as of July 1 of each fiscal year, shall receive a clothing allowance of \$400.00, which will increase to \$450 effective July 1, 2019, for that year. Said employees shall be required to purchase their own safety work boots. Clothing allowance due shall be paid no later than the second week of August of each year. Employees on authorized leave prior to retirement and employee on unauthorized leave shall not be entitled to such payment.

ARTICLE 26
NO STRIKE CLAUSE

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

26.2 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.

26.3 The Town will not, as a condition of continued employment, require an employee to cross any picket line established as the result of a labor dispute. The refusal to pass such a picket line shall not constitute grounds for discipline, discharge or lay-off and is not to be considered as violating any provisions, written or implied, which prohibits the Union from striking. To insure the continuing delivery of Town services, the Union shall not protest in any way, a non-Union employee's crossing such picket line to provide a service normally provided by members of the bargaining unit.

ARTICLE 27
MISCELLANEOUS

27.1 Upon request, and within reason, the Town representative shall meet with a Union committee for the purpose of communicating to the Town representative matters of concern to the members of the Union.

ARTICLE 28
HEALTH INSURANCE

28.1 The Town shall offer Medical Insurance from two (2) Anthem plans. For the period July 1, 2017 through June 30, 2018, the two (2) Anthem plans shall consist of the Century Preferred PPO Plan and the Century Preferred Comp Mix PPO Plan pursuant to Appendix A.

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.

The Town shall provide Medical Insurance through these plans for each employee and each of the employee's immediate family on a cost sharing basis with the employee, up to a capped amount for the employee. As used herein, the term immediate family shall mean the spouse and eligible children of the employee. The employee's premium portion and capped amount are as follows:

Century Preferred 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	18% employee cost share
Effective July 1, 2022	18% employee cost share.

Century Preferred Comp Mix PPO Plan

Effective July 1, 2013:	6% employee cost share with \$2600 cap
Effective July 1, 2014:	8% employee cost share with \$2600 cap
Effective July 1, 2015:	10% employee cost share with \$2600 cap

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

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

A. Employee Cost Share:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

B. Deductible Funding:

1. For fiscal year (July 1, 2018) 2018 – 2019, the Town will contribute seventy five percent (75%) of the deductible.
2. For fiscal year (July 1, 2019) 2019 – 2020, the Town will contribute sixty five percent (65%) of the deductible.
3. For fiscal year (July 1, 2020) 2020 – 2021, the Town will contribute fifty percent (50%) of the deductible.
4. For fiscal year (July 1, 2021) 2021 – 2022, the Town will contribute fifty percent (50%) of the deductible.
5. For fiscal year (July 1, 2022) 2022 – 2023, the Town will contribute fifty percent (50%) of the deductible.

C. HSA Plan Design and Employer Deductible Funding:

1. Deductibles: Single-coverage \$2,000, Two-Person & Family \$4000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)
2. 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.
3. 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.)
4. 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.
5. 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.
6. 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.
7. Vision benefits will be included which are equal to or better than the rider in place prior to this agreement.
8. Employees who enroll in the HDHP HSA Plan must remain in the Plan for the entire fiscal year.
9. 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.

28.2 A 19-26 unmarried full-time student rider.

28.3 For the Century Preferred PPO Plan, Century Preferred 3 Tier Prescription Drug Rider, with unlimited maximum 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.

28.4 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.

28.5 All employees who retire on or after June 30, 2012 under the provisions of the Hamden Employees Retirement Plan or under CMERS shall pay the same premium contributions toward their health insurance coverage as active employees, capped at their contribution amount at the date of their retirement.

28.6 Contributions under this Article shall be deducted from the employees' regular paychecks on a pre-tax basis as, and to the extent, permitted by law.

28.7 Effective after the ratification of the Contract by the Legislative Council, the Personnel Office shall open up an open enrollment period for not less than thirty (30) days to allow employees to choose from the various medical plans.

28.8 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.

28.9 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.

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

28.11 In order to be eligible for Health Insurance upon retirement, an employee must retire under the provisions of the Town's Retirement Plan, or qualify for retirement benefits under the terms of the Federal Social Security Act, and have a minimum of ten (10) consecutive years of service if hired prior to January 1, 1982 or fifteen (15) years of service if hired after January 1, 1982.

28.12 For retirees who retired prior to January 1, 1988, the Town shall continue to provide at Town expense: hospital, surgical, and major medical insurance in the amount of \$100,000 which may include Blue Cross 65, Blue Shield 65, and Plan 83. For employees who retired between January 1, 1988 and August 15, 1996, the major medical for retirees shall continue to be \$1,000,000. Retirees in these categories stated herein are not eligible for prescription or dental coverage.

28.13 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.

28.14 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.

28.15 Thirty (30) days after approval of this Contract by the Legislative Council, the Town will provide each employee at Town expense, Group Life Insurance coverage in the amount of one

and one-half (1 1/2) times the employee's base salary but not more than \$40,000 effective July 1, 1993.

28.16 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 (10) - years of service, the Town will provide, at Town expense, death benefit in the amount of \$5,000. For employees first hired after January 1, 1982, the foregoing provision shall require fifteen (15) years of consecutive service.

28.17 The Town shall maintain an Employee Assistance Program.

28.18 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:

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.

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 is 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.

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.

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.

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.

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 29
RETIREMENT PLAN

29.1 Employees shall be covered under the Hamden Employee Retirement Plan. All Employees hired after July 1, 2007 shall be covered under the Connecticut Municipal Employees Retirement System, (CMERS).

29.2 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%

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.

29.3 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 30
LOSS OF PERSONAL PROPERTY

30.1 The Town will reimburse an employee, covered hereunder for loss or damage to personal property items, at depreciated value, to a maximum of \$100.00 per items, if said loss or damage is proved by the employee to have occurred during and in the course of employment is not due to negligence or willful act. This provision shall not apply to nonprescription sunglasses or clothing nor to an employee's personal means of transportation.

ARTICLE 31
TRANSPORTATION ALLOWANCE

31.1 Each employee covered hereunder who at the direction of the department head is requested to use his/her automobile for Town purposes in the course of his employment shall be compensated at the then current Internal Revenue Service rate for mileage.

31.2 The provision to and use of Town automobiles by members of the bargaining unit shall be subject to the terms of a Town of Hamden fleet management or vehicle use policy, which may be changed by the Town from time to time, except that during the term of this Agreement, the Town shall not, without prior bargaining with the Union, alter the provisions of such policy so as to eliminate for any member of the bargaining unit vehicle use provided to such member at the time of the ratification of this Agreement.

ARTICLE 32
MEAL ALLOWANCE

32.1 Each employee who is required to work before or after normal work hours, or who is recalled to work after normal work hours, shall be entitled to the following meal allowance:

(a) \$6.50 for breakfast, if under the circumstances, employee is working between the hours of 5:00 A.M. to 8:00 A.M.

b) \$7.50 (for lunch if the employee has reported to work during such hours as to qualify for above set forth breakfast allowance, and continue to work beyond the hour of 2:00 P.M.

(c) \$9.50 for supper, if under the above circumstances, employee is working beyond 5:00 P.M. and between the hours of 7:00 P.M. and midnight it is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until employee is working between the hours of 7:00 A.M. and 8:00 A.M.

32.2 Each employee who is required to work on Saturday's or Sunday's, and the same shall not be his regular working, shall be entitled to the following meal allowance:

(a) \$7.50 for breakfast, if under the circumstances, employee is working between the hours of 5:00 A.M. to 8:00 A.M.

(b) \$8.50 for lunch if the employee has reported to work during such hours as to qualify for above set forth breakfast allowance, and continues to work beyond the hour of 2:00 P.M.

(c) \$10.50 for supper, if under the above circumstances, employee is working beyond 5:00 P.M. and between the hours of 7:00 P.M. and midnight. It is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until employee is working between the hours of 5:00 A.M. and 8:00 A.M.

Effective 7/1/18, these meal allowance amounts shall increase by two dollars and be:

- a. \$9.50 for breakfast, if under the circumstances, he is working between the hours of 5:00 a.m. to 8:00 a.m.
- b. \$10.50 for lunch if the employee has reported to work during such hours as to qualify for above set forth breakfast allowance, and continues to work beyond the hour of 2:00 p.m.
- c. \$12.50 for supper, if under the above circumstances, he is working beyond 5:00 p.m. and between the hours of 7:00 p.m. and 12 midnight. It is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until employee is working between the hours of 5:00 A.M. and 8:00 A.M.

32.3 The Town shall pay the employees monies for same, which monies will be included within their paychecks and "earmarked" as same.

32.4 The forgoing provisions for a meal allowance shall not apply to scheduled overtime periods of work of which the employee had at least twenty-four (24) hour advance notice.

ARTICLE 33 **GENERAL PROVISIONS**

33.1 Any benefits currently granted members of the Hamden Supervisors' Local which are not specifically provided for or abridged by this Agreement shall be continued.

33.2 Employees agree to abide by the Town's Vehicle Policy, attached to the collective

bargaining agreement as Exhibit C. For purposes of this agreement, the parties agree that the term “de minimus usage” shall not require an employee to contact their Department Head 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 34
MANAGEMENT RIGHTS

34.1 Unless expressly limited or curtailed by the provisions of this Agreement, the Town reserves and retains, solely and exclusively, all its 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 solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions.

34.2 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 work force; determine methods and levels of financing and budget allocations; maintain and operate building lands, apparatus and other property used for Town purposes; prepare and submit budgets and, in its sole discretion, expend moneys 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; 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 discipline 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 35
RESIDENCY

35.1 Residency shall not be a term or condition of employment for any member of the bargaining unit during the time of the agreement or any extension thereof.

ARTICLE 36
ATTENDANCE - EDUCATIONAL AND TRAINING SESSIONS

36.1 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.

36.2 Each employee shall be eligible for tuition reimbursement (\$300.00 per semester) up to a

maximum of \$600.00 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 employee 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.

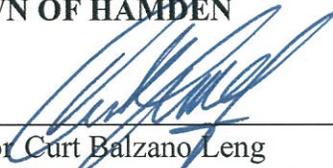
36.3 The Town may require the Superintendent of Parks to maintain a spraying supervisor license or equivalent to be used by the Superintendent for town-wide spraying. The Town will reimburse the Superintendent for fees required to maintain such licensing.

ARTICLE 37
DURATION

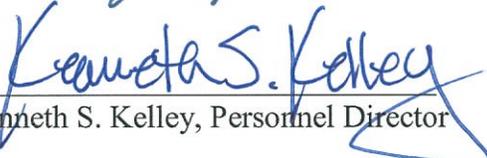
37.1 Six (6) year Agreement: July 1, 2017, through June 30, 2023.

In Witness thereof, the parties have caused their names to be signed on the 12th day of April, 2018.

TOWN OF HAMDEN



Mayor Curt Balzano Leng



Kenneth S. Kelley, Personnel Director

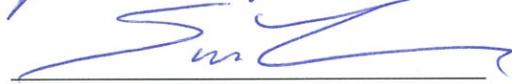
UPSEU LOCAL 424, Unit #23



Kevin E. Boyle, Jr. President UPSEU



Joseph Colello, President Unit #23



Susan Rubino, Vice-President Unit #23

APPENDIX A

Classification Schedule A

CLASSIFICATION SCHEDULE A

	<u>No. of Daily Hours</u>	<u>No. of Weekly Hours</u>	<u>Range</u>
Accountant	7	35	6
Admin. Asst. to Police Chief	7	35	6
Admin. Secretary/Police Dept.	7	35	7
Assistant Town Clerk	7	35	7
Assistant Town Planner	7	35	3
Associate Library Director	7.5	37.5	5
Asst. Director of PW & Parks	8	40	2
Asst. Operations/Supervisor Rink	8	40	7
Budget Coordinator	7	35	6
Chief Accountant	7	35	5
Chief Assessor	7	35	2
Child Care Program Director	7	35	7
Community Services Coordinator	7	35	6
Deputy Assessor	7	35	5
Deputy Finance Director	7	35	1
Deputy Tax Collector	7	35	6
Elderly Services Coordinator	7	35	6
Finance Dept. Operations Manager	7	35	2
Foreman of Buildings	8	40	7
Foreman of Equipment	8	40	7
Foreman of Sanitary Sewers	8	40	7
Foreman of Streets	8	40	7
Foreman of Trees & Parkways	8	40	7
Information Technology Manager	7	35	4
Municipal Animal Control Officer	8	40	8
Operations Supervisor Rink	8	40	6
Parks Foreman	8	40	7
Planning Administrator	7	35	6
Purchasing Agent	7	35	2
Superintendent of Equipment	8	40	4
Superintendent of Parks	8	40	4
Superintendent of Buildings	8	40	4
Superintendent of Sanitation	8	40	4
Superintendent of Streets	8	40	4
Superintendent of Trees & Parkways	8	40	4
Tax Collector	7	35	2
Youth Services Coordinator	7	35	6

All of the above positions are scheduled for Monday through Friday.

APPENDIX B

Wage Schedule 2017-2023

UPSEU, Local 424, Unit #23
SUPERVISORS WAGE SCHEDULE
JULY 1, 2017 – JUNE 30, 2018
2.25% WAGE INCREASE

<u>RANGE</u>	<u>ENTRY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1	91,428.98	92,920.36	97,142.39	100,761.96	105,589.68
2	81,519.77	87,089.11	91,049.19	95,009.27	98,964.44
3	80,612.83	81,986.35	85,713.97	89,443.22	93,170.82
4	73,524.30	75,750.73	78,906.99	82,482.39	85,920.23
5	68,855.36	72,876.02	76,191.10	79,501.26	82,817.99
6	66,584.75	68,323.32	71,427.21	74,532.76	77,639.99
7	63,308.97	64,677.54	67,619.88	70,559.57	73,501.37
8	43,315.37	45,906.86	47,990.85	50,078.10	52,162.12

JULY 1, 2018 – JUNE 30, 2019
2.00% WAGE INCREASE

<u>RANGE</u>	<u>ENTRY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1	93,257.56	94,778.77	99,085.24	102,777.20	107,701.47
2	83,150.17	88,830.89	92,870.17	96,909.46	100,943.73
3	82,225.09	83,626.08	87,428.25	91,232.08	95,034.24
4	74,994.79	77,265.74	80,485.13	84,132.04	87,638.63
5	70,232.47	74,333.54	77,714.92	81,091.29	84,474.35
6	67,916.45	69,689.79	72,855.75	76,023.42	79,192.79
7	64,575.15	65,971.09	68,972.28	71,970.76	74,971.40
8	44,181.68	46,825.00	48,950.67	51,079.66	53,205.36

JULY 1, 2019 – JUNE 30, 2020
2.50% WAGE INCREASE

<u>RANGE</u>	<u>ENTRY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1	95,589.00	97,148.24	101,562.37	105,346.63	110,394.01
2	85,228.92	91,051.66	95,191.93	99,332.19	103,467.32
3	84,280.71	85,716.73	89,613.96	93,512.89	97,410.09
4	76,869.66	79,197.39	82,497.26	86,235.34	89,829.60
5	71,988.28	76,191.88	79,657.80	83,118.57	86,586.21
6	69,614.36	71,432.03	74,677.15	77,924.00	81,172.61
7	66,189.53	67,620.37	70,696.58	73,770.03	76,845.68
8	45,286.22	47,995.62	50,174.43	52,356.65	54,535.50

UPSEU, Local 424, Unit #23
SUPERVISORS WAGE SCHEDULE
JULY 1, 2020 – JUNE 30, 2021
2.25% WAGE INCREASE

<u>RANGE</u>	<u>ENTRY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1	97,739.75	99,334.07	103,847.52	107,716.93	112,877.88
2	87,146.57	93,100.33	97,333.75	101,567.17	105,795.34
3	86,177.03	87,645.36	91,630.27	95,616.93	99,601.82
4	78,599.22	80,979.33	84,353.45	88,175.63	91,850.77
5	73,608.02	77,906.20	81,450.10	84,988.74	88,534.40
6	71,180.68	73,039.25	76,357.38	79,677.29	82,998.99
7	67,678.79	69,141.83	72,287.26	75,429.86	78,574.71
8	46,305.16	49,075.52	51,303.36	53,534.68	55,762.55

JULY 1, 2021 – JUNE 30, 2022
2.25% WAGE INCREASE

<u>RANGE</u>	<u>ENTRY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1	99,938.90	101,569.09	106,184.09	110,140.56	115,417.63
2	89,107.37	95,195.08	99,523.76	103,852.43	108,175.73
3	88,116.01	89,617.38	93,691.95	97,768.31	101,842.86
4	80,367.71	82,801.36	86,251.40	90,159.59	93,917.41
5	75,264.20	79,659.09	83,282.72	86,900.98	90,526.42
6	72,782.24	74,682.63	78,075.43	81,470.03	84,866.47
7	69,201.57	70,697.52	73,913.72	77,127.03	80,342.64
8	47,347.03	50,179.72	52,457.68	54,739.21	57,017.20

JULY 1, 2022 – JUNE 30, 2023
2.50% WAGE INCREASE

<u>RANGE</u>	<u>ENTRY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1	102,437.37	104,108.32	108,838.69	112,894.07	118,303.07
2	91,335.05	97,574.96	102,011.85	106,448.74	110,880.13
3	90,318.91	91,857.81	96,034.25	100,212.51	104,388.93
4	82,376.90	84,871.40	88,407.68	92,413.58	96,265.34
5	77,145.80	81,650.56	85,364.79	89,073.51	92,789.58
6	74,601.80	76,549.70	80,027.31	83,506.78	86,988.13
7	70,931.50	72,464.96	75,761.56	79,055.20	82,351.21
8	48,530.70	51,434.22	53,769.13	56,107.69	58,442.63

APPENDIX C

Health Insurance Summaries



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653608 – HAMDEN TOWN SUPERVISORS

CENTURY PREFERRED,\$10.00

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In Network Member Pays:	Out-of-Network Member Pays:
Office Visit Copayment	\$10.00	Deductible & Coinsurance
Specialist Visit Copayment	\$10.00	
Hospital Copayment <i>(per admission)</i>	\$200.00	
Urgent Care Copayment	\$25.00	
Outpatient Surgery Copayment	\$100.00	
Ambulatory Surgery Copayment	\$100.00	
Emergency Room Copayment <i>(waived if admitted)</i>	\$50.00	\$50.00
Annual Deductible <i>(individual/2-member family/3+ member family)</i>	Does not apply	\$100/\$200/\$250
Coinsurance	Does not apply	20 %
Coinsurance Maximum <i>(individual/2-member family/3+ member family)</i>	Does not apply	\$400/\$800/\$1,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	No Copayment	Deductible & Coinsurance
Routine eye exams	\$10.00	Deductible & Coinsurance
Routine OB/GYN visits	No Copayment	
Mammography*	No Copayment	
Hearing screening	\$10.00	



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653608 - HAMDEN TOWN

CENTURY PREFERRED,\$10.00

MEDICAL CARE	In Network Member Pays:	Out-of-Network Member Pays:
MEDICAL CARE		
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: TOWN AND BOARD OF EDUCATION

Firm Division: 000653608 - HAMDEN TOWN

CENTURY PREFERRED,\$10.00

EMERGENCY CARE	In Network Member Pays:	Out-of-Network Member Pays:
EMERGENCY CARE		
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: TOWN AND BOARD OF EDUCATION

Firm Division: 000653608 - 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.

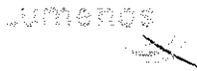
Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

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.

1



Lumenos HSA Plan Summary

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

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 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.

Traditional Health Coverage

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

Additional protection:

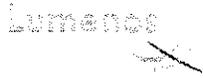
For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum In-Network 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

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.



LUMENOS

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent 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



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653608 - 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:

Tier 1: Generic Drugs	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.	\$5
Tier 2: Listed Brand-Name Drugs	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.	\$25
Tier 3: Non-Listed Brand-Name Drugs	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.	\$40

Plan Pays:

Annual Maximum	Per member per calendar year	Unlimited
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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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APPENDIX D

Town Vehicle Policy

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 minimis* 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 minimis* usage must be reported to the Department Head and approved prior to such usage.

The Town recognizes that, during work hours, *de minimis* 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 minimis* 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