

AGREEMENT

between

TOWN OF HAMDEN

and

LOCAL 2863

of

COUNCIL #4, AFSCME, AFL-CIO

(Town Hall Employees and Crossing Guards)

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 Hall and Crossing Guard Employees, Local 2863 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

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

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

ARTICLE 1 RECOGNITION

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

Section 1.2 The term "employee" as used in this agreement shall mean and include all employees working twenty (20) hours or more per week and those persons regularly employed as crossing guards and Fire Hydrant Maintainers. "Employee" also includes all regular, full-time technical and professional employees in the Engineering Department but excluding the Director of Engineering. It shall also exclude those in any existing recognized bargaining unit, employees appointed by the Mayor, Department Heads, employees excluded by the Municipal Employees Relations Act, employees who are hired by the Town to perform in a "professional" capacity, casual and seasonal employees and also those employees excluded by stipulation at the time this Union was certified.

ARTICLE 2 DISCRIMINATION

Section 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.

Section 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.

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

ARTICLE 3
AGENCY SHOP

Section 3.1 Each employee of the bargaining unit shall, as a condition of employment, at the end of thirty (30) days from their initial date of hiring either become and remain a member in good standing or pay to the Union an amount equal to the amount of dues, fees, and assessments as allowed by law.

Section 3.2 The Town will within fifteen (15) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

ARTICLE 4
CHECK-OFF

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

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

Section 4.3 Deductions provided for above shall be remitted to 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 Union monthly with a record of those for whom deductions have been made and the amounts of the deductions.

Section 4.4 The parties agree to use a check-off authorization form.

ARTICLE 5
HOURS OF WORK

Section 5.1 The normal work week for all employees covered by this agreement except as specifically excluded in this section shall consist of thirty five (35) hours per week, seven (7) hours per day excluding lunch, Monday through Friday, 8:30 a.m. to 4:30 p.m. The work week for Engineering Department field personnel (inspectors) shall consist of thirty-seven and one-half (37.5) hours per week, divided equally over five (5) calendar days, Monday through Friday. The Union and the Town agree that there are currently forty (40) hour positions in the Traffic Department, Assistant Animal Control Officer, and Police Custodian, as well as flex schedules for the position of Administrative Assistants to Boards and Commissions. These schedules shall continue for these named positions.

Section 5.2 During a work day, each employee shall be entitled to an unpaid lunch break of one hour and two paid coffee breaks of fifteen minutes each. Engineering Department field employees shall be entitled to a ½ hour lunch break.

Section 5.3 Whenever any employee works in excess of his/her regular work week, he/she shall be paid straight time to forty (40) hours or eight (8) hours in a day. Such work performed on Sundays or holidays shall be paid at the rate of double his/her straight time hourly rate. Engineering employees who work in excess of his/her work week shall be paid for such overtime work at the rate of one and one-half (1.5) times his/her straight time hourly rate.

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

Section 5.5 Any employee called back to work after completing his normal work day, (and has left his place of employment) or on Saturday, Sunday or holiday, shall be granted a minimum of four (4) hours of work at the rates specified in this contract.

Section 5.6 In the event the employees within a department refuse overtime work, it is agreed that the supervisor may request other employees outside of his department to work said overtime and may do so on less than four (4) hours notice. In the absence of such volunteers, overtime shall be mandated within the department in inverse seniority order.

ARTICLE 6 **HOLIDAYS**

Section 6.1a All employees except Crossing Guards shall receive the following paid holidays each year during the term of this Agreement:

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

In addition, the employees covered hereunder 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.

Section 6.1b School Crossing Guards shall receive the following paid holidays each year during the term of this Agreement:

New Year's Day	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving Day
Good Friday	Floating Holiday
Memorial Day	Christmas
Labor Day	

Section 6.2 Employees actually working beyond 6:00 p.m. Christmas Eve and New Year's Eve shall be compensated for said work at the holiday rate set forth herein. In addition, Engineering employees who are required to work beyond the hour of 4:30p.m. On Christmas Eve or New Year's Eve shall be compensated for said work at the holiday rate set forth herein.

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

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

Section 6.5 When an employee works on any of the aforesaid holidays, he/shall receive his/her regular straight time for the holiday and shall be paid for the actual hours worked at a rate of double his/her straight time, with a minimum of four (4) hours.

Section 6.6 A holiday observed while an employee is on vacation shall entitle such employee to one additional day of vacation time with pay.

Section 6.7 Holidays falling on Sunday will be celebrated on the following Monday, and holidays falling on Saturday will be celebrated on Friday.

ARTICLE 7
WAGES

Section 7.1 Retroactive to July 1, 2017, employees shall receive a 2.25% general wage increase.

Section 7.2 Effective July 1, 2018, employees shall receive a 2.00% general wage increase.

Section 7.3 Effective July 1, 2019, employees shall receive a 2.5% general wage increase.

Section 7.4 Effective July 1, 2020, employees shall receive a 2.25% general wage increase.

Section 7.5 Effective July 1, 2021, employees shall receive a 2.25% general wage increase.

Section 7.6 Effective July 1, 2022, employees shall receive a 2.5% general wage increase.

Section 7.7 Except as provided otherwise herein, employees shall progress each year on their anniversary date to the next step until they reach maximum.

Section 7.8 New employees shall commence employment at the Entry Level rate, and shall automatically progress a step each year upon their anniversary date, except that new employees must remain in their original step for at least one full year before being eligible for step

movement. 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 the new employee. In no event shall any employee receive a higher rate than the maximum except as wherein provided.

Section 7.9 Employees promoted to a higher classification will be placed at a step in the new range next higher in salary to the position vacated and must work at least one year in that step before being eligible for step movement. No employee shall receive a reduction in pay as a result of their promotion.

Section 7.10 Employees performing work in a higher classification shall be paid the higher rate of pay, step for step, in the higher classification.

Section 7.11 When performing work in a higher classification outside the bargaining unit, the employee shall receive the entry level rate of the appropriate range for the supervisor that is being replaced.

Section 7.12 In the event the Town Engineer does not have a Registered Connecticut Land Surveyor License, the employee with the highest seniority possessing and using in his employment a Registered Land Surveyor License shall receive an additional \$4,244.00 per annum included in his basic wage rate.

Except as provided above, employees with Registered Land Surveyor Licenses shall receive a twenty-five dollar (\$25.00) payment for each day they use said License to sign and seal on behalf of the Town.

**ARTICLE 8
LONGEVITY**

Section 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:

After 5 years of service	\$595.00
After 6 years of service	\$620.00
After 7 years of service	\$645.00
After 8 years of service	\$670.00
After 9 years of service	\$695.00
After 10 years of service	\$720.00
After 11 years of service	\$745.00
After 12 years of service	\$770.00
After 13 years of service	\$795.00
After 14 years of service	\$820.00
After 15 years of service	\$845.00
After 16 years of service	\$870.00
After 17 years of service	\$895.00
After 18 years of service	\$920.00
After 19 years of service	\$970.00

After 20 years of service \$1020.00

Section 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 employees 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

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

Section 8.4 In lieu of 8.1 and 8.2 above, to all crossing guards 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	\$175.00
After 6 years of service	\$181.00
After 7 years of service	\$187.00
After 8 years of service	\$194.00
After 9 years of service	\$200.00
After 10 years of service	\$205.00
After 11 years of service	\$210.00
After 12 years of service	\$215.00
After 13 years of service	\$220.00
After 14 years of service	\$225.00
After 15 years of service	\$230.00
After 16 years of service	\$235.00
After 17 years of service	\$240.00
After 18 years of service	\$245.00
After 19 years of service	\$275.00
After 20 years of service	\$300.00

ARTICLE 9
SICK LEAVE

Section 9.1

- A. Every permanent employee shall be entitled, after 90 continuous days of employment, to one and one-half (1 1/2) days of sick leave with full pay, for each month, or fraction thereof, of employment. Permanent employees hired on or after July 1, 2015 shall be entitled, after 90 continuous days of employment, to one and one-quarter (1 1/4) days of sick leave with full pay, for each month, or fraction thereof, of employment.
- B. In lieu of the above, each Crossing Guard shall, after 90 continuous days employment, receive one and one-half (1 1/2) additional days for each month of the school year worked.

Crossing Guards hired on or after July 1, 2015 shall, after 90 continuous days employment, receive one and one-quarter (1 1/4) additional days for each month of the school year worked. Days shall be cumulative to a total of 150. Days shall be divisible by 1/2 or 1/3 as appropriate, depending on the particular work schedule of the crossing guard.

Section 9.2 Sick leave shall be cumulative to a total of 160 days. As used herein, the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his/her regular rate of pay. This section shall not apply to school crossing guards.

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

- A. Illness, incapacity or injury of the employee not arising from an intentional act; on request, substantiation of illness by a doctor's certificate must be furnished by the employee if, in the opinion of the Town, the employee is abusing the sick leave provision and/or an absence of three (3) or more consecutive days.
- B. Notwithstanding any provisions of this section, employees shall be entitled to leave pursuant to FMLA and shall be entitled to apply any or all accumulated sick leave. Substantiation by a doctor's certificate of a condition qualifying for FMLA leave must be furnished by the employee if the Town so requests.
- C. Illness, incapacity or injury to a member of the employee's family, or person residing in the member's household that requires the employee's personal attendance. At the discretion of the department head or the Personnel Director, the employee may be granted sick leave to care for a member of his/her family who does not reside in the household.

Section 9.4

- A. Whenever an employee uses his entire accumulation of sick leave days, said employee shall have the right to petition the Mayor for an extension of said sick leave days. The Mayor may grant such extension not to exceed twenty (20) days upon a showing of good cause. Any subsequent extension shall be at the discretion of the Mayor.
- B. The Town agrees to allow any bargaining unit member who has reached the maximum allowable unused sick leave accrual (160 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 Director of Personnel and the Union President working together.

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

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

Section 9.7 If an employee retires in accordance with the Hamden Employees Retirement Plan, the Connecticut Municipal Employees Retirement System (CMERS), or any Deferred Compensation Plan, and has fifteen (15) years of continuous service or has ten (10) years of service and has reached the age of 65, the employee shall be compensated within 30 days of the employee's effective retirement date, for unused sick leave days as follows: 50% of all accumulated sick days up to 90 days; 75% of such leave days, from 91 days to 120 days; and 100% of any remaining unused sick days. Such redemption payment shall not be counted in any calculation of any retirement plan benefits.

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

Section 9.9 Whenever an employee has exhausted all accrued sick leave and been granted an extension of benefits pursuant to Section 9.4, the employee may petition the Personnel Director and Union President for additional sick leave. If the Personnel Director and Union President mutually agree, they may conduct a solicitation of all employees for voluntary contribution of sick days to the affected employee's account.

ARTICLE 10 **BEREAVEMENT LEAVE**

Section 10.1 In the event of death in the immediate family of the employee, said employee shall be granted three days funeral leave with full pay. The term "immediate family" shall include the employee's sister, brother, grandparents, grandchildren, parents-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 day's leave with full pay, to attend the funeral.

Section 10.2 In the event of death of a spouse, domestic partner, parent, step-parent, child or step-child who resides with the employee, the employee shall be granted five (5) days funeral leave with full pay. Domestic partner shall be defined as an individual with whom the employee is legally united by a civil union pursuant to Connecticut Public Act 05-10.

Section 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**

Section 11.1 Notwithstanding any provisions of this contract, employees shall be entitled to leave pursuant to FMLA and shall be entitled to apply any or all accumulated sick leave.

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

Section 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.

Section 11.4 Nothing in this article shall be construed as creating the right to childrearing or paternity leave.

ARTICLE 12 **WORKERS' COMPENSATION**

Section 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.

Section 12.2 Any employee who is injured in the performance of his or her work and who is unable to subsequently perform his or her duties shall be assigned to whatever other work within the department he or she is able to perform, and his or her compensation for such new work shall be no less than that which he or she would have received for the work prior to the injury or disability, but this provision shall apply only for twelve (12) months from the date of maximum medical improvement.

ARTICLE 13 **JURY DUTY**

Section 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 difference in wages by the Town shall not pertain when so working.

ARTICLE 14 **PERSONAL LEAVE DAYS**

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

ARTICLE 15 **VACATIONS**

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

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

Section 15.2 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	10 days
After 5 years	12 days
After 10 years	15 days
After 15 years	17 days
After 20 years	20 days

Section 15.3 Employees not working a five (5) day week shall accrue vacation days on a pro-rated basis based on the above formula, recognizing that the above reference to five (5) days is intended to be synonymous with the work week. For example: an employee working a three (3) day week (but in excess of twenty hours), will receive three (3) days' vacation based on their normal hours of work when the regular full time employee received five (5).

Section 15.4 Any employee may be permitted to take his vacation time in consecutive weeks, in single weeks, or to break the total vacation entitlement down into periods of less than one week, so long as it is scheduled by agreement with the department head and does not adversely affect the operation of the department.

Section 15.5 Employees shall be allowed to carry over up to ten (10) days of vacation time. In general, and subject to department approval, employees may take their vacation time anytime during the year, subject to proper notice, work and staffing requirements. Employees are encouraged to submit their requests for vacation as far in advance as possible. The department shall not unreasonably deny any employee's request for vacation. Where a vacation request is denied because of work or staffing needs, the department and employee shall meet to agree upon an alternative time when the employee's vacation can be taken within the same anniversary year, if possible. If employees are unable to use vacation by their anniversary date (for reasons related

to illness, injury, staffing) and after meeting with the department, unused vacation shall be carried over as described above.

Section 15.6 If an employee dies before he/she takes his/her earned vacation, the employee's estate will receive his/her vacation in a lump sum payment within thirty (30) days of his/her death.

Section 15.7 Sections 15.1 through 15.6 shall not apply to Crossing Guards.

ARTICLE 16 **SENIORITY**

Section 16.1 The length of continuous service of the employee shall be determined by the employee's date of hire. Employees who leave employment with the Town and who returns to service with the Town within three (3) years shall have their seniority restored.

Section 16.2 – Working Test Period All new employees shall, for the first ninety (90) days of their employment, be considered probationary employees. If retained after the three (3) month period, these employees shall be placed upon the seniority list with seniority as of the date of hiring. All such employees may be dismissed during this probationary period for cause. The Union may, however, in accordance with the grievance procedure, investigate to determine whether the employee was released because of discrimination.

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

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

Section 16.5 The Town shall prepare and maintain, subject to examination by Union representatives, a seniority list and record of status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status. The Town shall provide the Union with notice of new hires, retirements and voluntary terminations by the end of each month.

Section 16.6 Transfer shall be determined by the principle of seniority within classification.

Section 16.7 Employees promoted to a higher classification will be placed at a step in the new range next higher in salary than the one vacated which shall represent a minimum of at least five percent (5%). No employee shall receive a reduction in pay as a result of being promoted. In cases of promotion to a higher classification, present employees who are qualified shall be preferred by seniority, and over an applicant not now employed by the Town, subject to Civil Service rules.

Section 16.7A If an employee fails to qualify for the higher classification or lateral transfer in this or any other bargaining unit during the employee's probationary period, the employee shall be entitled to return to his/her old position at the employee's previous rate of pay including any increases in effect prior to the trial period without loss of seniority.

Section 16.8 The Personnel Director shall have notices of vacancies in this bargaining unit posted in buildings where significant numbers of members work, and shall also provide the secretary and president of Local 2863 with a copy of such notices.

Section 16.9 In cases of lay-offs, the principle of seniority shall prevail in that the senior employee may bump laterally within a given classification, or downward, if the employee is qualified to perform such work. If, as a result of lawful bumping, an employee moves laterally within the same job classification, the salary being received shall continue to apply to the same employee working within the same classification. This will also apply to an employee bumping to a lower classification if that employee's salary is within the salary range for the lower classification. If, an employee moves to a new position by reason of bumping, and that new position has had assigned to it a special equity adjustment, such employee shall be entitled to receive the special adjustment assigned to the new position, and not otherwise. Employees in the Engineering Department cannot bump into Town Hall positions and Town Hall employees cannot bump into Engineering Department positions.

Section 16.10 The principle of seniority shall prevail in the scheduling of vacation subject to the further provisions set forth herein under the vacation article.

Section 16.10A With the exception of vacant bargaining unit positions, the Town and Union agree that the job descriptions in effect at the time of the signing of the contract shall not be changed during the life of the contract, unless mutually negotiated or arbitrated by the parties.

Section 16.11 All benefits that have been previously earned or accumulated will be carried over and honored from one bargaining unit to the other. However, such benefits will not exceed the benefits as outlined under the new prevailing collective bargaining agreement.

Section 16.12 Any benefits connected with seniority will be honored on the basis of the original hiring date except seniority for the purpose of lay-off, recall, promotions and vacation scheduling which will be the date the employee came under the new prevailing collective bargaining agreement.

Section 16.13 The above two paragraphs are with respect to employees moving in and out of the following bargaining units:

Local 431 of Council 4 Hamden Board of Education

Local 2863 of Council 4 Hamden Town Hall, Crossing Guards
Local 1303-115 of Council 4 Hamden Library Employees

Section 16.14 In lieu of Section 16.3 and 16.6 through 16.9, the following shall apply to crossing guards:

- A. Wherever the word "seniority" appears in this Article, it shall mean seniority in service as a crossing guard.
- B. In the event of a layoff, Crossing Guards shall be laid off in inverse order of seniority.
- C. In addition, in cases of consideration for a full-time position without a break in service, Crossing Guards who are qualified shall be interviewed. If a crossing guard and an applicant not now employed by the Town are equal in qualifications, the position shall be assigned to the crossing guard.
- D. Should a crossing guard achieve a full-time position within this bargaining unit with no break in employment, the crossing guard shall be credited with one (1) year of seniority for each three (3) years continuously worked as a crossing guard.
- E. It is understood that such credited seniority shall apply to all provisions of this contract except for the layoff/bumping provisions of the Agreement. In such event of layoff/bumping, the actual date of placement in the fulltime position shall be used.
- F. Whereas, the parties agree that the safety of the children must be the priority of the Crossing Guards, the following procedures will be utilized for bidding on vacancies:
 - 1. Wherever the word "seniority" appears in this Agreement, it shall mean seniority as defined in Section 16.14 of the current collective bargaining agreement. Wherever the word "vacancy" appears in this Agreement, it shall mean a budgeted position.
 - 2. In the event of a vacancy, which may occur from retirement, resignation or discharge, the Crossing Guards will be allowed to bid on the assignment left vacant. The most senior Crossing Guard will be given the vacancy. In the event that there is a displacement of a Crossing Guard (i.e., a school closing) then the language in Article 16.14 E shall be applied.
 - 3. If the vacancy occurs during the school year, each Crossing Guard will be notified of the vacancy with a notice posted on the bulletin board in the police station where they pick up their weekly paychecks. Each notice will indicate the location of the vacancy, and a copy of the seniority list will be provided. Sign up sheets will be posted for any Crossing Guard to bid on the vacancy. The notice of vacancy shall remain posted for seven (7) business days.
 - 4. If the vacancy occurs at the end of the school year, the Crossing Guards will be notified in writing of the vacancy at the certification training held in August.
 - 5. Once the Town determines that a Crossing Guard is eligible to accept the vacancy based on their seniority, the Crossing Guards will then be notified as outlined in

paragraphs 3 and/or 4 above, of the new vacancy created by the bidding process. This process will continue until all vacancies are filled by a permanent employee.

6. The Town and the Union agree to fill the newly created vacancy with a spare until it is filled with a permanent employee.
7. Once all of the vacancies have been filed, the Director of Personnel, or his designee, shall present to the Union the list of the newly created assignments. Once the assignments have been presented by the Director of Personnel, or his designee, it may only be rescinded by mutual agreement of the parties.
8. This Agreement shall not relinquish the Town of their rights as prescribed in Article 39 of the current collective bargaining agreement. This agreement is entered into with prejudice and without precedent.

ARTICLE 17

UNION REPRESENTATION

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

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

Section 17.3 The Town will agree to such reasonable arrangements as may be necessary for Union representatives to properly carry out their Union duties (including but not limited to meetings, hearings, conferences, seminars, etc. during working hours) provided such duties cannot be performed during non-working hours.

Section 17.4 Any two (2) officers and/or stewards of the Union, and 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.

Section 17.5 Five (5) members of the Union designated as the Negotiating Committee shall suffer no loss of pay for time spent in contract negotiations. Members of the Union Negotiating Committee shall not suffer any loss of pay for preparation meetings for negotiations.

Section 17.6 No more than four (4) members of the Union may attend State Conventions and conferences of Council 4 and International Conventions of AFSCME without a loss of pay.

ARTICLE 18
DISCHARGE AND DISCIPLINE

Section 18.1 No employee shall be discharged, demoted or otherwise disciplined without just cause. Any employee who is subject to discipline shall, if he/she so requests, have the right to Union representation.

Section 18.2 Disciplinary action shall include a written warning reprimand with respect to any correctable conduct before an employee is suspended or discharged for repetition of such conduct unless the misconduct is severe.

Section 18.3 No employee shall be suspended without pay for a period in excess of ten (10) working days without the written approval of the Town's Personnel Director.

Section 18.4 In all cases of discharge, demotion or other discipline, the Union President shall be notified of the action immediately; and a written copy of the discharge shall be mailed to the Union.

ARTICLE 19
GRIEVANCE PROCEDURE

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

Section 19.2 Step 1 - Any grievance shall first be clearly and specifically presented, in writing, to the grievant's Department Head within seven (7) working days after the occurrence, or within seven (7) working days after date said occurrence becomes known to grievant. Within seven (7) working days, excluding Saturdays and Sundays, following receipt of said grievance, the Department Head shall meet with the grievant and Union representatives. Within ten (10) working days after said meeting, the Department Head shall advise the Union representative of his/her decision in writing.

Section 19.3 Step 2 - If such grievance is denied by the Department Head, it may be appealed in writing by the Union to the Personnel Director within ten (10) working days excluding Saturdays and Sundays, following receipt of the denial of the grievance, by the Department Head. The Personnel Director shall meet with the grievant and the Union representatives within seven working days, excluding Saturdays and Sundays, following receipt of the appeal. Within ten (10) working days after said meeting, the Personnel Director shall advise the Union representative of his/her decision in writing.

Section 19.4 Step 3 - If such grievance is not resolved to the satisfaction of the Union, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and

Arbitration (SBMA) within twenty (20) days after the decision of the Mayor or Mayor's designee. The Union shall also notify the Town of said appeal. The matter shall be heard by a single arbitrator from the SBMA panel of neutrals pursuant to applicable SBMA rules unless both parties agree in writing to have the matter decided pursuant to the expedited grievance arbitration procedures of the SBMA or to use a tripartite panel under SBMA rules.

Expedited Arbitration: In cases where both parties agree, the expedited arbitration procedure shall be used pursuant to applicable SBMA rules.

Arbitrators drawn on an alternating basis from a panel consisting of Susan Halperin and Louis Pittocco. If necessary, panel replacements or substitutes may be mutually agreed to between the Town and the Union.

General Provisions for Single, Tripartite and Expedited 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(s) shall be final and binding upon both parties. However, both parties shall have a right of appeal to the Courts in accordance with the provisions made and provided for appeals from arbitration proceedings under the Connecticut General Statutes. Failure to timely file with the State Board shall bar any action by the State Board.

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

Section 19.6 In the event the department head, personnel director, the grievant, 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 their duties, but in no event shall such time be extended longer than a period of two (2) weeks.

Section 19.7 If at any step the Town fails to answer within the grievance within the prescribed time, it shall be considered denied, and the Union may pursue the grievance to the next step pursuant to this Article 19. If at any step the alleged aggrieved employee, or the Union, fails to act within the prescribed time schedule, the grievance shall be considered as having been denied without further recourse.

ARTICLE 20 **BULLETIN BOARDS**

Section 20.1 The Town will continue to maintain bulletin boards as is the current practice for the use of the Union.

ARTICLE 21 **ALTERATION OF AGREEMENT**

Section 21.1 No agreement alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Town; and in no case shall it be binding upon the parties hereto unless

such Agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

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

ARTICLE 22 **SAVINGS CLAUSE**

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

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

ARTICLE 23 **VISITATION**

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

ARTICLE 24 **CLOTHING ALLOWANCE**

Section 24.1 Maintenance employees in the Traffic Department, Inspectors in the Building Department, Zoning Officers, and Custodians in the Police Department who have completed one year's continuous service as of July 1st of each fiscal year, shall receive a clothing allowance on August 1st of each year, of \$350.00. Employees on authorized leave prior to retirement and employees on unauthorized leave shall not be entitled to such payment.

Section 24.2 When each new employee is hired as a Crossing Guard, the Town will provide a complete uniform as required by the Town, suitable to the season, and in addition each Crossing Guard will receive a credit of \$250.00 on August 1st of each year thereafter, to be used to maintain a full uniform as required by the Town. Each Crossing Guard may carry over the unused portion of credit up to \$50 each year for use in later years.

Section 24.2A During the term of this contract, in the first pay period in September, the Town shall pay to each Crossing Guard a cleaning allowance of one hundred seventy-five dollars (\$175.00) per year. If the Town fails to make this payment when due, each affected member shall be paid an additional twenty-five dollars (\$25.00). Failure to pay allowances and/or penalties within sixty (60) days shall constitute a violation of this agreement by the Town.

Section 24.2B The Town shall provide and pay for each Crossing Guard an orange reflective vest and a replacement for vests that are returned for damage or wear. Crossing Guards who lose their vest shall be responsible for purchasing a replacement.

Section 24.3 All field personnel in the Engineering Department who have completed one years continuous service as of July 1st of each fiscal year shall receive a clothing allowance on August 1st of each year in the amount of \$300.00. Field Employees on authorized leave prior to retirement and employees on unauthorized leave shall not be entitled to such payment. In addition thereto, each of said employees shall be provided by the Town with a \$100.00 voucher per year for safety shoes.

ARTICLE 25 **NO STRIKE CLAUSE**

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

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

Section 25.3 The Town will not, as a condition of continued employment, require employees to cross any picket line established on or in front of the premises or at the premises of any other employer. The individual or concerted refusal to pass such a picket line shall not constitute grounds for discipline, discharge or layoff, and is not to be considered as violating any provision, written or implied, which prohibits the Union from striking.

Section 25.4 The Union agrees, however, that in no event will the residents of the Town be deprived of the services of said employees. The Union agrees that it will raise no objection if, under the conditions contemplated by this Article, supervisory employees are diverted to perform bargaining unit employees' tasks.

ARTICLE 26 **GENERAL PROVISIONS**

Section 26.1 Upon request, and within reason, the Town Department Heads shall meet with a Union committee for the purpose of discussing matters of concern to the members of the Union. It is understood that the Department Head for Crossing Guards shall be the immediate supervisor of the Crossing Guards.

Section 26.2 Any employee who believes that an assigned piece of equipment is not in safe operating condition or is unsafe or unhealthy, or the area in is unsafe or unhealthy, may refuse to use such piece of equipment, or refuse to work in the unsafe or unhealthy area, until it has been inspected by the Department Head, or designee, who shall determine the condition of the piece of equipment or unsafe, unhealthy condition. Any employee who believes that the assigned work involves exposure to unsafe or unhealthy conditions contrary to generally accepted

standards shall have the right to confer with the Department Head within a reasonable time with a view to minimizing wherever possible such exposure.

Section 26.3 The Town will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Council 4 AFSCME will be provided with three (3) signed copies.

Section 26.4 In the event either party to this Agreement wishes to propose that a change, addition, modification, correction or deletion in this Agreement be made, the following procedure will be adhered to:

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

Section 26.5 Any agreed upon and ratified change, addition, modification or correction and/or deletion to this Agreement shall become an addendum hereto and become a part hereof.

Section 26.6 Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant hereto. The obligation of both parties is only to discuss any proposal submitted pursuant to this provision.

Section 26.7 Employees shall receive their paychecks in a separate envelope.

Section 26.8 Female employees of the Police Department shall, on a voluntary basis, be assigned to Matron duty. The Department shall supply all necessary training to said employees. Employees shall be "hired" for Matron duty from the established seniority list. Any call in for such duty shall entitle the employee to a four (4) hour minimum at the applicable premium rate. Employees shall be entitled to work such duty for eight (8) continuous hours. It is understood that Matron duty is shared work with the Police and Civilian Dispatcher bargaining units.

Section 26.9 Labor Management Committee To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, the Town and the Union will establish a Joint Labor Management Committee composed of up to four (4) representatives from the Union and up to four (4) representatives from the Town. The Committee will meet to discuss the implementation of this Agreement and other matters of mutual concern, but shall not discuss specific contract grievances, which shall be governed and handled exclusively pursuant to Article 19. Labor management meetings may be requested by either party and shall be scheduled at a mutually convenient time as soon as practicable. Agenda items may be submitted by either party up to three (3) working days in advance of the meeting. The Committee may review issues of general concern to either party, including objective job evaluation studies, service rating forms, affirmative action, employee productivity, safety and health issues and

other general matters pertaining to the provisions of this Agreement. The Labor Management Committee is neither part of nor a substitute for the grievance and arbitration provisions of the Agreement. No action discussion or failure to act by the Labor Management Committee shall alter the parties' right to use, or the time limitations of, the contractual grievance and arbitration process. Notwithstanding the foregoing sentence, it is agreed and understood that the manner in which the Labor Management Committee acts or fails to act concerning matters brought before it shall not be subject to grievance and arbitration.

Section 26.10 No employee presently employed in the Engineering Department shall be discharged, other than for cause, laid off for lack of work, or transferred to another Town Department while consulting engineers are engaged in work which is within the capabilities of the Engineering Department. Failure of the employee to abide by the rules and regulations of OSHA shall be grounds for disciplinary action and/or discharge.

ARTICLE 27 **INSURANCE**

Section 27.1

The Town shall offer medical insurance through two (2) plans. For the period July 1, 2017, through June 30, 2018, the two plans shall consist of the Century Preferred PPO Plan and the Comp Mix PPO Plan pursuant to Appendix B.

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 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 Plan:

July 1, 2017: 14%
July 1, 2018: 15%
July 1, 2019: 15.5%
July 1, 2020: 16%
July 1, 2021: 17%
July 1, 2022: 18%

Comp Mix Plan:

July 1, 2017: 11% (with annual cap of \$2,900)

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%) 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%) 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%) 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.

Section 27.2 A 19-26 unmarried full-time student rider.

Section 27.3 For the Century Preferred PPO Plan:

Century Preferred 3-Tier Management Prescription Drug Program:

\$5.00 co-pay for generic drug (Tier 1)

\$25.00 co-pay for list brand drugs (Tier 2)

\$40.00 co-pay for non-listed brand prescriptions (Tier 3)

Unlimited Annual Maximum

Section 27.4 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.

Section 27.5

- a. All retirees who retire under the Town's Retirement Plan or Connecticut Municipal Employee Retirement System ("MERS") and have fifteen (15) years of continuous service with the Town or have ten (10) years of continuous service with the Town and have reached the age of 65 shall be provided with the same plan as described in Section 27.1 to 27.4 above.
- b. Medicare shall be primary when the retiree becomes Medicare-eligible.
- c. Employees who retire on or after June 30, 2013 shall pay the same premium contribution as active employees toward health insurance capped at the amount the employee was paying at the time of retirement.
- d. Contributions by employees for medical insurance shall be deducted from the regular earnings of active employees on a pre-tax basis, as, and to the extent permitted by law.
- e. 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.
- f. 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.
- g. 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.

Section 27.6 Effective after the ratification of the contract by the Legislative Council, the Personnel Department shall open up an open-enrollment period for not less than thirty (30) days to allow employees to choose from the various medical plans.

Section 27.7 As used herein, the term immediate family shall mean the spouse and eligible children of the employee. In the event of a service connected death of an employee, the Town shall continue the medical insurance stated herein for the surviving spouse and eligible children until said spouse dies or remarries, whichever occurs first.

Section 27.8 The Town shall provide copies of a document highlighting the health insurance described herein, with periodic updates for all employees.

Section 27.9

Employee Life Insurance: The Town will provide each employee, at Town expense, group life insurance coverage in the amount of fifty thousand dollars (\$50,000).

Retiree Life Insurance: For employees who retire under the provisions of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten years of service, the Town will provide, at Town expense, death benefit in the amount of \$5,000. For employees, the foregoing provision shall require fifteen years of consecutive service or ten consecutive years of service and who have reached the age of 65.

Section 27.10 Sections 27.1 above shall apply to all School Crossing Guards on a pro rata premium cost basis. The cost to the Town shall equal hours per week worked by each employee divided by thirty-five (35) times the total annual costs of those benefits. The Crossing Guard will pay the difference between the total premium cost of those benefits and the Town's pro rata share.

Section 27.11 The Town shall provide, at its expense, death benefit on each Crossing Guard in the amount of six thousand dollars (\$6,000) until said Crossing Guard's employment with the Town is terminated. Said Crossing Guards, upon termination of employment with the Town shall have the right to convert said life insurance and keep said life insurance policy in force at his/her own expense.

Section 27.12 The Town has the right to establish an Employee Assistance Program.

Section 27.13 The Town has unilateral right to change insurance carriers as long as the level of benefits is equal or greater than what the employees currently receive. The Union President or his/her designee shall be a member of the selection committee to select a new insurance carrier.

Section 27.14 – Health Benefit Opt-Out Incentive Program

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:

- 1.) 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.
- 2.) 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.
- 3.) 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.
- 4.) 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.
- 5.) 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.

6.) Employees who opt out of Town-sponsored health insurance and then lose coverage under their other plan may enroll in a Town plan subject to the rules of that plan, including open enrollment periods and the restriction that employees can enroll in such plans only as of the first day of a month.

ARTICLE 28
RETIREMENT PLAN

Section 28.1

A. The Hamden Employees Retirement Plan, as enacted in 1969, and as modified from time to time by collective bargaining between the parties or by binding arbitration awards, shall apply to employees of this unit according to its terms, except as described below.

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.

B. Employees hired after July 1, 2007 shall participate in the Connecticut Municipal

Employees Retirement System (“CMERS”), and not the Hamden Employees Retirement Plan. Actions taken by the Retirement Board pertaining to an individual member of this unit shall be grievable directly to Step 3 (State Board of Mediation and Arbitration) under the grievance article of this Agreement.

C. Subject to CMERS and/or legislative approval, employees hired on or after such CMERS and/or legislative approval 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 can also voluntarily contribute to this plan 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.

Section 28.2 The above Section 28.1 shall not apply to crossing guards.

Section 28.3 In lieu of pension benefits, Crossing Guards shall be recognized for their long-term service to the Town. Any Crossing Guard who has ten (10) years service and has resigned their service with the Town shall receive a one time lump sum payment equal to one hundred dollars (\$100) for each year of service with the Town. Such payment shall be made within sixty (60) calendar days of the effective date of the resignation.

Section 28.4 The parties agree to begin negotiations in conjunction with other affected Town bargaining units on pension issues no later than February 1, 2008, for a successor to the pension agreement that expires on June 30, 2008.

ARTICLE 29

LOSS OF PERSONAL PROPERTY

Section 29.1 The Town will reimburse an employee, covered hereunder for loss or damage to personal property items, at depreciated value, to a maximum of \$250 per item, if said loss or damage is proved by the employee to have occurred during and in the course of his employment and is not due to his negligence or willful act. This provision shall not apply to non-prescription sunglasses or clothing nor to an employee's personal means of transportation.

ARTICLE 30

TRANSPORTATION ALLOWANCE AND TOWN VEHICLES

Section 30.1 Each employee who is required to use his/her automobile in the course of his/her employment shall be compensated at the current Internal Revenue Service mileage rate.

Section 30.2 The use of town owned vehicles shall be restricted to regular working hours and such vehicles shall be garaged at a place designated by the Town when not in use.

Section 30.3 Current employees who were assigned use of Town hall vehicles prior to July 1, 1988 shall be exempt from the above provision.

Section 30.4 Section 30.1 shall not apply to school crossing guards.

Section 30.5 Employees agree to abide by the Town's Vehicle Policy, attached to this Agreement as Appendix C.

ARTICLE 31
SUPER-SENIORITY OF OFFICERS

Section 31.1 During the term of this contract, the following Union officials shall have seniority over all employees within this bargaining unit:

President	Secretary
Vice-President	Treasurer

ARTICLE 32
CALL BACK OF LAID-OFF EMPLOYEES

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

- a. Longevity benefits are to be computed on the basis of actual time worked.
- b. Sick leave shall not accumulate during the lay-off period.
- c. Vacation shall be computed on the basis of actual time worked, not including the lay-off period. This clause does not apply to Crossing Guards.
- d. Seniority also shall be computed for the actual time worked.
- e. No wages will be paid or be due for time spent on lay-off.
- f. An employee returning to his/her former position in a call back shall receive the current rate of pay at the time of recall.

ARTICLE 33
MEAL ALLOWANCE

Section 33.1 Employees required to work and who do work at least four (4) consecutive hours beyond, or before, their regular daily work schedule, and such work was required to be

performed with less than twenty four (24) hours' notice, shall receive a meal allowance of \$5.50. In addition, an employee required to work, and who does work, at least eight consecutive hours beyond, or before, his regular daily work schedule, and such work was required to be performed with less than twenty-four (24) hours advance notice, shall receive an additional meal allowance of \$6.60 upon completion of said eight consecutive hours.

Section 33.2 Meal allowances shall be paid no later than the second pay period following the work completed.

Section 33.3 Article 33 shall not apply to Crossing Guards.

ARTICLE 34
DEDUCTION

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

ARTICLE 35
VACANCIES

Section 35.1 The Town will make every reasonable effort to fill all budgeted vacancies within ninety (90) days of their occurrence. To do so the Town agrees to start the process within twenty (20) working days of the occurrence and to select a qualified candidate within 20 working days of the creation of the applicable Certification list.

ARTICLE 35A
CROSSING GUARD PROVISIONS

Section 35A.1 Each crossing guard shall be scheduled for three training days each year at which attendance will be required for five hours per day. Crossing Guards shall receive regular daily compensation for such three training days. Training days shall not be scheduled on Saturdays, Sundays or Holidays.

Section 35A.2 Upon reaching the age of 70, the Town may require said Crossing Guard to successfully complete a medical examination by a doctor chosen by the Town at its expense in order to continue as a Town employee for an additional year.

Section 35A.3 Crossing guards shall be paid their regular daily compensation for up to three snow days when Hamden Public Schools are closed due to snow.

ARTICLE 36
RESIDENCY

Section 36.1 There shall be no residency requirement during the term of this agreement.

ARTICLE 37
EDUCATION ALLOWANCE

Section 37.1 Each employee shall be eligible for tuition reimbursement up to a maximum of (\$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. Reimbursement is contingent upon proof of successful completion of the approved course and a receipt for the tuition paid.

ARTICLE 38
PRIOR PRACTICE

Section 38.1 This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice or agreement established or agreed to prior to the execution of this Agreement is not addressed in this Agreement, it may be changed by the Town as provided in the management rights clause, Article 39. All future agreements, awards, and established practices shall automatically become part of this Agreement.

ARTICLE 39
MANAGEMENT RIGHTS

Section 39.1 Except where such rights, powers and authority are specifically relinquished by the express provisions of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers, authority and management prerogatives of public management consistent with state law.

Section 39.2 The right to make reasonable rules and regulations shall be considered an acknowledged function of the Town. In making rules and regulations relating to personnel policy, procedures, practices and matters of working conditions, the Town shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this agreement.

ARTICLE 40
ATTENDANCE-EDUCATIONAL AND TRAINING SESSIONS

Section 40.1 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.

Section 40.2 The Town will continue the present practice concerning payment for Engineering Department employees of job related licensing fees and society dues, within thirty (30) days of the due date.

Section 40.3 At the discretion of the Department Head, each Engineering Department employee shall be eligible for tuition reimbursement up to a maximum of \$600.00 per contract year after the successful completion of graduate or undergraduate courses or programs approved in advance by the Department Head and 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.

ARTICLE 41
INCLEMENT WEATHER

In the event of an unanticipated closure of Town offices due to inclement weather or a natural disaster, and employees are required to report to work, employees who report to work as directed shall be paid according to Article 5 for all hours worked. In addition, members required to work shall be granted compensatory time at the straight time rate in an amount equal to hours actually worked. Use of accumulated compensatory time shall not be unreasonably denied, but employees may not use compensatory time if it will result in overtime payment.

ARTICLE 42
DURATION

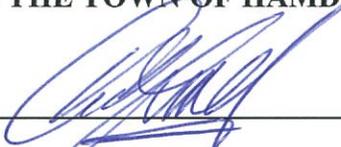
Section 42.1 The duration of this contract shall extend from July 1, 2017 through June 30, 2023 and until a subsequent contract is negotiated and becomes effective, subject to any retroactive provisions agreed upon in a successor contract.

Section 42.2 This Agreement is and contains the entire agreement between the parties and shall not be altered or amended except by a written agreement signed by both parties hereto.

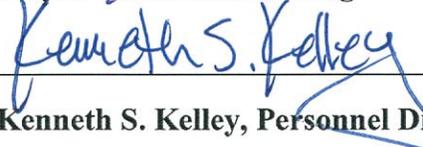
Section 42.3 The parties recognize that the Town retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16th day of August, 2018.

FOR THE TOWN OF HAMDEN:

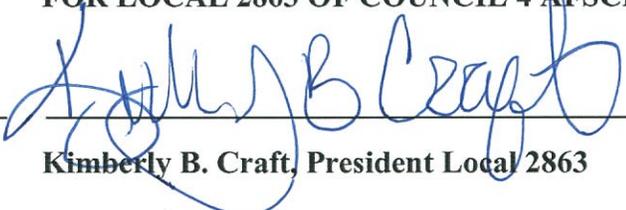


Mayor Curt Balzano Leng

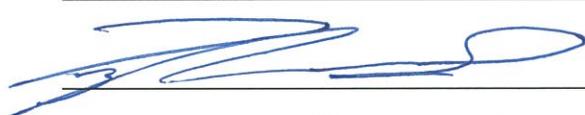


Kenneth S. Kelley, Personnel Director

FOR LOCAL 2863 OF COUNCIL 4 AFSCME



Kimberly B. Craft, President Local 2863



**Troy Raccuisa, Staff Representative
Council 4, AFSCME, AFL-CIO**

BARGAINING UNIT CLASSIFICATIONS
SCALE A

<u>Classification</u>	<u>Range</u>
Account Clerk	7
Administrative Assistant to Boards and Commissions	6
Administrative Assistant to Finance	12
Administrative Assistant to Legislative Council	6
Administrative Secretary	9
Administrative Tax Technician	7
Administrative Technician/Investigative Services	7
Assistant Animal Control Officer	4
Assistant Assessor	10
Assistant Back Tax Collector	9
Assistant Building Official	15
Assistant Teacher – Youth Services	1A
Assistant Town Planner	13
Assistant Zoning Enforcement Officer	7
Back Tax Collector	11
Cashier/Tax Office	3
Clerk Typist	2
Code Enforcement Officer	11
Community Center Program Director	10
Data Entry Technician	6
Economic Development Technician	7
Examiner/Land Indices	10
Executive Secretary/Mayor	12
Head Teacher – Youth Services	3
Information Technology Technician	8
Job Counselor	3
Legislative Council Administrator	13
Land Records Technician	4
Outreach Counselor/Elderly Services	4
Outreach Counselor/Youth Services	4
Outreach Supervisor/Elderly Services	5
Outreach Technician	4
Paralegal	12
Payroll Clerk	9
Personal Property Appraiser	7
Personnel - Benefits Technician	7
Planning and Zoning Technician	6
Program Director/Elderly Services	4
Program Specialist/Community Development	4
Program Specialist/Elderly Services	4
Program Specialist/Welfare	4

<u>Classification</u>	<u>Range</u>
Community Services Technician	7
Purchasing Technician	7
Real Property/Assessor	10
Records Technician/Police	7
Secretary	7
Switchboard Operator	2
Vital Records Clerk	2
Welfare Caseworker	8
Workfare Coordinator	8
Zoning Enforcement Officer	11

SCALE B

<u>Classification</u>	<u>Range</u>
Custodian	2
Electrical Maintainer/Traffic	5
Electronic Technician/Traffic	5
Hydrant Maintainer	1
Inland Wetlands Enforcement Officer	4 (Step 1)
Traffic Electronic Technician	5b

SCALE C

Crossing Guards	Depending upon 2 or 3 post assignments
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SCALE D

<u>Classification</u>	<u>Range</u>
Civil Engineer	5
Designer	4
Engineering Tech II	2
Engineering Aide	1
Inspector	2
Party Chief	3
Staff Engineer	6

APPENDIX A

Salary Scales A-D

SALARY SCALE – A
July 1, 2017 – June 30, 2018
(Effective 7/01/2017 – 2.25%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$34,569.76	\$36,629.82	\$38,890.98	\$41,047.73	\$43,214.78
2	\$36,297.23	\$38,612.53	\$40,835.02	\$43,100.05	\$45,368.95
3	\$38,111.05	\$40,493.40	\$42,878.32	\$45,258.08	\$47,641.72
4	\$40,056.38	\$42,521.22	\$45,019.59	\$47,521.82	\$50,022.77
5	\$42,021.03	\$44,652.18	\$47,278.17	\$49,904.16	\$52,523.72
6	\$44,118.47	\$46,881.12	\$49,637.32	\$52,397.37	\$55,154.86
7	\$46,329.36	\$49,236.39	\$52,213.03	\$55,016.93	\$57,911.06
8	\$48,645.96	\$51,685.77	\$54,724.29	\$57,765.38	\$60,810.35
9	\$51,079.87	\$54,273.09	\$57,459.86	\$60,653.08	\$63,845.00
10	\$53,631.09	\$56,976.43	\$60,330.78	\$63,682.57	\$67,038.22
11	\$56,311.22	\$59,831.89	\$63,351.26	\$66,869.34	\$70,391.29
12	\$59,126.72	\$62,823.99	\$66,516.12	\$68,467.88	\$73,908.08
13	\$65,185.71	\$68,911.35	\$70,634.94	\$77,414.56	\$81,481.82
14	\$68,445.97	\$72,171.60	\$73,893.90	\$80,674.82	\$84,742.08
15	\$71,877.67	\$75,781.21	\$77,589.89	\$84,708.56	\$88,979.50

SALARY SCALE – B
July 1, 2017 – June 30, 2018

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$17.46	\$19.48	\$21.84
2	\$20.91	\$23.74	\$26.43
3	\$22.53	\$25.38	\$28.21
4	\$24.65	\$27.74	\$30.83
5	\$29.91	\$33.62	\$37.34

SALARY SCALE – C
July 1, 2017 – June 30, 2018

CROSSING GUARDS
 \$28.78

SALARY SCALE – D (Engineering)
July 1, 2017 – June 30, 2018

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
1	\$44,506.50	\$46,776.70	\$49,048.16	\$51,315.79	\$53,587.26	\$55,858.72	\$58,130.21
2	\$51,189.13	\$54,153.19	\$56,763.71	\$59,475.01	\$62,096.91	\$64,747.42	\$67,400.46
3	\$56,839.77	\$59,907.94	\$63,074.08	\$66,198.98	\$69,316.14	\$72,434.59	\$75,559.48
4	\$65,559.56	\$68,764.39	\$71,975.64	\$75,179.19	\$78,386.58	\$81,595.28	\$84,802.67
5	\$65,776.15	\$69,387.04	\$73,000.52	\$76,607.56	\$80,219.74	\$83,833.24	\$87,444.12
6	\$74,497.22	\$77,625.98	\$80,731.53	\$83,798.41	\$86,815.02	\$89,767.17	\$92,625.21

SALARY SCALE – A
July 1, 2018 – June 30, 2019
(Effective 7/01/2018 – 2.0%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$35,261.15	\$37,362.42	\$39,668.80	\$41,868.68	\$44,079.08
2	\$37,023.17	\$39,384.78	\$41,651.72	\$43,962.05	\$46,276.33
3	\$38,873.27	\$41,303.27	\$43,735.88	\$46,163.24	\$48,594.55
4	\$40,857.51	\$43,371.65	\$45,919.98	\$48,472.26	\$51,023.22
5	\$42,861.45	\$45,545.22	\$48,223.74	\$50,902.25	\$53,574.19
6	\$45,000.84	\$47,818.74	\$50,630.06	\$53,445.32	\$56,257.96
7	\$47,255.95	\$50,221.12	\$53,257.29	\$56,117.27	\$59,069.28
8	\$49,618.87	\$52,719.49	\$55,818.78	\$58,920.69	\$62,026.56
9	\$52,101.47	\$55,358.55	\$58,609.05	\$61,866.14	\$65,121.90
10	\$54,703.71	\$58,115.96	\$61,537.40	\$64,956.22	\$68,378.98
11	\$57,437.45	\$61,028.53	\$64,618.29	\$68,206.73	\$71,799.12
12	\$60,309.26	\$64,080.47	\$67,846.44	\$69,837.24	\$75,386.25
13	\$66,489.43	\$70,289.57	\$72,047.64	\$78,962.85	\$83,111.46
14	\$69,814.89	\$73,615.03	\$75,371.78	\$82,288.31	\$86,436.92
15	\$73,315.23	\$77,296.84	\$79,141.69	\$86,402.73	\$90,759.09

SALARY SCALE – B
July 1, 2018 – June 30, 2019

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$17.81	\$19.87	\$22.27
2	\$21.33	\$24.21	\$26.96
3	\$22.98	\$25.88	\$28.77
4	\$25.14	\$28.30	\$31.45
5	\$30.51	\$34.29	\$38.08

SALARY SCALE – C
July 1, 2018 – June 30, 2019

CROSSING GUARDS
 \$29.36

SALARY SCALE – D (Engineering)
July 1, 2018 – June 30, 2019

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
1	\$45,396.63	\$47,712.24	\$50,029.13	\$52,342.10	\$54,659.01	\$56,975.90	\$59,292.81
2	\$52,212.92	\$55,236.26	\$57,898.98	\$60,664.51	\$63,338.85	\$66,042.37	\$68,748.47
3	\$57,976.57	\$61,106.10	\$64,335.56	\$67,522.96	\$70,702.46	\$73,883.28	\$77,070.66
4	\$66,870.75	\$70,139.68	\$73,415.15	\$76,682.78	\$79,954.31	\$83,227.18	\$86,498.72
5	\$67,091.67	\$70,774.78	\$74,460.53	\$78,139.72	\$81,824.13	\$85,509.91	\$89,193.01
6	\$75,987.16	\$79,178.50	\$82,346.16	\$85,474.38	\$88,551.33	\$91,562.51	\$94,477.71

SALARY SCALE – A
July 1, 2019 – June 30, 2020
(Effective 7/01/2019 – 2.50%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$36,142.68	\$38,296.48	\$40,660.52	\$42,915.40	\$45,181.06
2	\$37,948.75	\$40,369.40	\$42,693.01	\$45,061.11	\$47,433.24
3	\$39,845.10	\$42,335.85	\$44,829.28	\$47,317.32	\$49,809.42
4	\$41,878.94	\$44,455.94	\$47,067.98	\$49,684.07	\$52,298.80
5	\$43,932.99	\$46,683.86	\$49,429.33	\$52,174.80	\$54,913.55
6	\$46,125.86	\$49,014.21	\$51,895.81	\$54,781.45	\$57,664.41
7	\$48,437.34	\$51,476.65	\$54,588.72	\$57,520.20	\$60,546.01
8	\$50,859.35	\$54,037.47	\$57,214.25	\$60,393.71	\$63,577.22
9	\$53,404.00	\$56,742.51	\$60,074.28	\$63,412.79	\$66,749.95
10	\$56,071.31	\$59,568.86	\$63,075.83	\$66,580.13	\$70,088.46
11	\$58,873.38	\$62,554.24	\$66,233.74	\$69,911.89	\$73,594.09
12	\$61,816.99	\$65,682.48	\$69,542.60	\$71,583.17	\$77,270.90
13	\$68,151.66	\$72,046.81	\$73,848.83	\$80,936.92	\$85,189.24
14	\$71,560.26	\$75,455.41	\$77,256.08	\$84,345.52	\$88,597.84
15	\$75,148.11	\$79,229.26	\$81,120.23	\$88,562.80	\$93,028.07

SALARY SCALE – B
July 1, 2019 – June 30, 2020

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$18.25	\$20.37	\$22.83
2	\$21.86	\$24.82	\$27.63
3	\$23.56	\$26.53	\$29.49
4	\$25.77	\$29.01	\$32.23
5	\$31.27	\$35.15	\$39.03

SALARY SCALE – C
July 1, 2019 – June 30, 2020

CROSSING GUARDS

\$30.09

SALARY SCALE – D (Engineering)
July 1, 2019 – June 30, 2020

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5
1	\$46,531.55	\$48,905.04	\$51,279.86	\$53,650.66	\$56,025.48	\$58,400.30
2	\$53,518.24	\$56,617.16	\$59,346.46	\$62,181.13	\$64,922.32	\$67,693.43
3	\$59,425.98	\$62,633.75	\$65,943.95	\$69,211.03	\$72,470.03	\$75,730.36
4	\$68,542.52	\$71,893.17	\$75,250.53	\$78,599.85	\$81,953.17	\$85,307.86
5	\$68,768.96	\$72,544.15	\$76,322.05	\$80,093.21	\$83,869.74	\$87,647.66
6	\$77,886.84	\$81,157.97	\$84,404.82	\$87,611.23	\$90,765.11	\$93,851.58

SALARY SCALE – A
July 1, 2019 – June 30, 2020
(Effective 7/01/2019 – 2.50%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$36,142.68	\$38,296.48	\$40,660.52	\$42,915.40	\$45,181.06
2	\$37,948.75	\$40,369.40	\$42,693.01	\$45,061.11	\$47,433.24
3	\$39,845.10	\$42,335.85	\$44,829.28	\$47,317.32	\$49,809.42
4	\$41,878.94	\$44,455.94	\$47,067.98	\$49,684.07	\$52,298.80
5	\$43,932.99	\$46,683.86	\$49,429.33	\$52,174.80	\$54,913.55
6	\$46,125.86	\$49,014.21	\$51,895.81	\$54,781.45	\$57,664.41
7	\$48,437.34	\$51,476.65	\$54,588.72	\$57,520.20	\$60,546.01
8	\$50,859.35	\$54,037.47	\$57,214.25	\$60,393.71	\$63,577.22
9	\$53,404.00	\$56,742.51	\$60,074.28	\$63,412.79	\$66,749.95
10	\$56,071.31	\$59,568.86	\$63,075.83	\$66,580.13	\$70,088.46
11	\$58,873.38	\$62,554.24	\$66,233.74	\$69,911.89	\$73,594.09
12	\$61,816.99	\$65,682.48	\$69,542.60	\$71,583.17	\$77,270.90
13	\$68,151.66	\$72,046.81	\$73,848.83	\$80,936.92	\$85,189.24
14	\$71,560.26	\$75,455.41	\$77,256.08	\$84,345.52	\$88,597.84
15	\$75,148.11	\$79,229.26	\$81,120.23	\$88,562.80	\$93,028.07

SALARY SCALE – B
July 1, 2019 – June 30, 2020

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$18.25	\$20.37	\$22.83
2	\$21.86	\$24.82	\$27.63
3	\$23.56	\$26.53	\$29.49
4	\$25.77	\$29.01	\$32.23
5	\$31.27	\$35.15	\$39.03

SALARY SCALE – C
July 1, 2019 – June 30, 2020

CROSSING GUARDS
 \$30.09

SALARY SCALE – D (Engineering)
July 1, 2019 – June 30, 2020

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
1	\$46,531.55	\$48,905.04	\$51,279.86	\$53,650.66	\$56,025.48	\$58,400.30	\$60,775.13
2	\$53,518.24	\$56,617.16	\$59,346.46	\$62,181.13	\$64,922.32	\$67,693.43	\$70,467.18
3	\$59,425.98	\$62,633.75	\$65,943.95	\$69,211.03	\$72,470.03	\$75,730.36	\$78,997.43
4	\$68,542.52	\$71,893.17	\$75,250.53	\$78,599.85	\$81,953.17	\$85,307.86	\$88,661.19
5	\$68,768.96	\$72,544.15	\$76,322.05	\$80,093.21	\$83,869.74	\$87,647.66	\$91,422.83
6	\$77,886.84	\$81,157.97	\$84,404.82	\$87,611.23	\$90,765.11	\$93,851.58	\$96,839.66

SALARY SCALE – A
July 1, 2020 – June 30, 2021
(Effective 7/01/2020 – 2.25%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$36,955.89	\$39,158.15	\$41,575.38	\$43,881.00	\$46,197.63
2	\$38,802.60	\$41,277.71	\$43,653.60	\$46,074.98	\$48,500.49
3	\$40,741.61	\$43,288.41	\$45,837.94	\$48,381.96	\$50,930.13
4	\$42,821.22	\$45,456.20	\$48,127.01	\$50,801.96	\$53,475.52
5	\$44,921.48	\$47,734.24	\$50,541.49	\$53,348.74	\$56,149.10
6	\$47,163.70	\$50,117.03	\$53,063.47	\$56,014.04	\$58,961.86
7	\$49,527.18	\$52,634.87	\$55,816.97	\$58,814.40	\$61,908.30
8	\$52,003.68	\$55,253.32	\$58,501.57	\$61,752.56	\$65,007.71
9	\$54,605.59	\$58,019.22	\$61,425.95	\$64,839.58	\$68,251.82
10	\$57,332.91	\$60,909.16	\$64,495.04	\$68,078.18	\$71,665.45
11	\$60,198.03	\$63,961.71	\$67,724.00	\$71,484.91	\$75,249.96
12	\$63,207.87	\$67,160.34	\$71,107.31	\$73,193.80	\$79,009.50
13	\$69,685.08	\$73,667.86	\$75,510.43	\$82,758.00	\$87,106.00
14	\$73,170.37	\$77,153.16	\$78,994.34	\$86,243.29	\$90,591.29
15	\$76,838.94	\$81,011.91	\$82,945.43	\$90,555.46	\$95,121.20

SALARY SCALE – B
July 1, 2020 – June 30, 2021

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$18.66	\$20.83	\$23.34
2	\$22.35	\$25.38	\$28.25
3	\$24.09	\$27.13	\$30.16
4	\$26.35	\$29.66	\$32.96
5	\$31.98	\$35.94	\$39.91

SALARY SCALE – C
July 1, 2020 – June 30, 2021

CROSSING GUARDS
 \$30.77

SALARY SCALE – D (Engineering)
July 1, 2020– June 30, 2021

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
1	\$47,578.51	\$50,005.40	\$52,433.65	\$54,857.80	\$57,286.06	\$59,714.30	\$62,142.57
2	\$54,722.40	\$57,891.05	\$60,681.75	\$63,580.20	\$66,383.07	\$69,216.53	\$72,052.69
3	\$60,763.07	\$64,043.01	\$67,427.69	\$70,768.28	\$74,100.60	\$77,434.30	\$80,774.87
4	\$70,084.72	\$73,510.77	\$76,943.67	\$80,368.34	\$83,797.12	\$87,227.29	\$90,656.06
5	\$70,316.27	\$74,176.40	\$78,039.29	\$81,895.31	\$85,756.81	\$89,619.73	\$93,479.85
6	\$79,639.29	\$82,984.02	\$86,303.93	\$89,582.49	\$92,807.32	\$95,963.24	\$99,018.55

SALARY SCALE – A
July 1, 2021 – June 30, 2022
(Effective 7/01/2021 – 2.25%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$37,787.40	\$40,039.20	\$42,510.83	\$44,868.32	\$47,237.08
2	\$39,675.66	\$42,206.46	\$44,635.81	\$47,111.67	\$49,591.75
3	\$41,658.30	\$44,262.39	\$46,869.29	\$49,470.56	\$52,076.06
4	\$43,784.70	\$46,478.96	\$49,209.87	\$51,945.00	\$54,678.72
5	\$45,932.22	\$48,808.26	\$51,678.67	\$54,549.08	\$57,412.46
6	\$48,224.88	\$51,244.66	\$54,257.40	\$57,274.35	\$60,288.50
7	\$50,641.55	\$53,819.16	\$57,072.85	\$60,137.73	\$63,301.24
8	\$53,173.76	\$56,496.52	\$59,817.85	\$63,142.00	\$66,470.38
9	\$55,834.22	\$59,324.65	\$62,808.04	\$66,298.47	\$69,787.49
10	\$58,622.90	\$62,279.61	\$65,946.18	\$69,609.94	\$73,277.92
11	\$61,552.49	\$65,400.85	\$69,247.79	\$73,093.32	\$76,943.08
12	\$64,630.05	\$68,671.45	\$72,707.22	\$74,840.66	\$80,787.21
13	\$71,252.99	\$75,325.39	\$77,209.41	\$84,620.06	\$89,065.89
14	\$74,816.70	\$78,889.10	\$80,771.71	\$88,183.77	\$92,629.60
15	\$78,567.82	\$82,834.68	\$84,811.70	\$92,592.96	\$97,261.43

SALARY SCALE – B
July 1, 2021 – June 30, 2022

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$19.08	\$21.29	\$23.87
2	\$22.85	\$25.95	\$28.89
3	\$24.63	\$27.74	\$30.83
4	\$26.94	\$30.33	\$33.70
5	\$32.70	\$36.75	\$40.81

SALARY SCALE – C
July 1, 2021 – June 30, 2022

CROSSING GUARDS
 \$31.46

SALARY SCALE – D (Engineering)
July 1, 2021 – June 30, 2022

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
1	\$48,649.02	\$51,130.53	\$53,613.41	\$56,092.10	\$58,574.99	\$61,057.87	\$63,540.78
2	\$55,953.65	\$59,193.60	\$62,047.09	\$65,010.76	\$67,876.69	\$70,773.90	\$73,673.88
3	\$62,130.24	\$65,483.98	\$68,944.81	\$72,360.57	\$75,767.87	\$79,176.57	\$82,592.31
4	\$71,661.63	\$75,164.76	\$78,674.90	\$82,176.63	\$85,682.55	\$89,189.90	\$92,695.83
5	\$71,898.38	\$75,845.36	\$79,795.18	\$83,737.95	\$87,686.34	\$91,636.17	\$95,583.14
6	\$81,431.18	\$84,851.16	\$88,245.76	\$91,598.09	\$94,895.49	\$98,122.41	\$101,246.46

SALARY SCALE – A
July 1, 2022 – June 30, 2023
(Effective 7/01/2022 – 2.50%)

RANGE	ENTRY LEVEL	STEP 1	STEP2	STEP3	STEP4
1	\$38,732.09	\$41,040.18	\$43,573.60	\$45,990.03	\$48,418.00
2	\$40,667.55	\$43,261.62	\$45,751.71	\$48,289.46	\$50,831.54
3	\$42,699.76	\$45,368.95	\$48,041.03	\$50,707.32	\$53,377.96
4	\$44,879.31	\$47,640.94	\$50,440.11	\$53,243.63	\$56,045.69
5	\$47,080.52	\$50,028.47	\$52,970.64	\$55,912.81	\$58,847.77
6	\$49,430.50	\$52,525.78	\$55,613.83	\$58,706.21	\$61,795.71
7	\$51,907.58	\$55,164.64	\$58,499.67	\$61,641.17	\$64,883.77
8	\$54,503.11	\$57,908.93	\$61,313.30	\$64,720.55	\$68,132.14
9	\$57,230.08	\$60,807.77	\$64,378.24	\$67,955.93	\$71,532.18
10	\$60,088.47	\$63,836.60	\$67,594.83	\$71,350.19	\$75,109.87
11	\$63,091.30	\$67,035.87	\$70,978.99	\$74,920.66	\$78,866.66
12	\$66,245.80	\$70,388.23	\$74,524.90	\$78,711.67	\$82,806.89
13	\$73,034.31	\$77,208.53	\$79,139.65	\$86,735.56	\$91,292.53
14	\$76,687.12	\$80,861.33	\$82,791.00	\$90,388.36	\$94,945.34
15	\$80,532.01	\$84,905.55	\$86,932.00	\$94,907.78	\$99,692.96

SALARY SCALE – B
July 1, 2022 – June 30, 2023

RANGE	ENTRY LEVEL	STEP1	STEP2
1	\$19.56	\$21.83	\$24.47
2	\$23.43	\$26.60	\$29.61
3	\$25.25	\$28.43	\$31.61
4	\$27.61	\$31.09	\$34.54
5	\$33.51	\$37.67	\$41.83

SALARY SCALE – C
July 1, 2022 – June 30, 2023

CROSSING GUARDS
 \$32.25

SALARY SCALE – D (Engineering)
July 1, 2022 – June 30, 2023

RANGE	ENTRY LEVEL	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6
1	\$49,865.25	\$52,408.79	\$54,953.74	\$57,494.40	\$60,039.37	\$62,584.32	\$65,129.30
2	\$57,352.50	\$60,673.44	\$63,598.27	\$66,636.03	\$69,573.61	\$72,543.25	\$75,515.72
3	\$63,683.49	\$67,121.08	\$70,668.43	\$74,169.58	\$77,662.06	\$81,155.98	\$84,657.12
4	\$73,453.17	\$77,043.88	\$80,641.78	\$84,231.05	\$87,824.62	\$91,419.65	\$95,013.22
5	\$73,695.84	\$77,741.50	\$81,790.06	\$85,831.40	\$89,878.49	\$93,927.08	\$97,972.72
6	\$83,466.96	\$86,972.44	\$90,451.91	\$93,888.05	\$97,267.88	\$100,575.47	\$103,777.63

APPENDIX B

Health Plan Descriptions



Employer/Group: HAMDEN; TOWN AND BOARD OF EDUCATION

Firm Division: 000653609 – HAMDEN TOWN

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: 000653609 - 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: 000653609 - 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: 000653609 - HAMDEN TOWN

CENTURY PREFERRED,\$10.00

Mammography: (additional exams when medically necessary) □

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

Vision Exams: ONCE EVERY 2 YEARS

Hearing Exams: ONCE EVERY 2 YEARS

OB/GYN Exams: DOES NOT

APPLY

Note To Benefit Descriptions:

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

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

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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

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



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653609 - 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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MEMBER

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.

Additional protection:

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

Traditional Health Coverage

After your Bridge, the plan pays:

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

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

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

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

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

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

Tools and Personalized Services

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

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

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

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

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

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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

Summary of Covered Services (Continued)

Medical Care

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

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

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

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

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

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

** No Deductible applies

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

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



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

Additional limitations and exclusions may apply.



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

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

APPENDIX C

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

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

Restricted Use – Daily and Fleet Vehicles

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

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

APPENDIX D

Settlement Agreements



TOWN OF HAMDEN

OFFICE OF THE MAYOR

Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Tel: (203) 287-7100
Fax: (203) 287-7101

Curt Balzano Leng
Mayor
September 23, 2016

Legislative Council
Hamden Government Center
Hamden, CT 06518

Re: Memorandum of Understanding between the Town of Hamden and AFSCME,
Local 2863 of Council 4 – (Building Department)

Honorable Members:

Enclosed please find a signed Memorandum of Understanding (MOU) between the Town of Hamden and Local 2863 of Council 4, AFSCME (Town Hall Union) regarding the upgrade of the Electrical Inspector and Plumbing Inspector in the Building Department to the classification and position of Assistant Building Official. This concept has been considered for nearly a decade, and will serve to improve the operational effectiveness of the Hamden Building Department for our residents, businesses, potential new businesses and contractors. This change, coupled with the recent enhanced and increased permit hours recently approved, will continue the streamlining and improved customer service goal desired while at the same time increase the revenue producing potential of one of our key departments.

The operating budget cost of the change totals \$14,665.40 annually for both inspectors, which we strongly believe will be covered many times over by increased department revenue, to say nothing of the increased public safety resulting from the increased permits and inspections.

The Building Department Inspectors are currently required to perform building inspections based on their individual job descriptions. During the course of a visit for single inspection location, the Town Building Official often has to send more than one inspector to review their specific focus area. This process sometimes delays the issuance of permits and frustrates applicants attempting to begin/complete building projects, and may also dissuade residents from adhering to the Building Code, or potentially not building in Hamden at all.

Attached please find a memorandum from building Official Labulis recommending this change.

By copy of this letter, Personnel Director Ken Kelley and Building Inspector Robert Labulis are asked to attend your meeting to respond to any questions you might have.

This change has the potential to make Hamden a more business friendly and user friendly government.

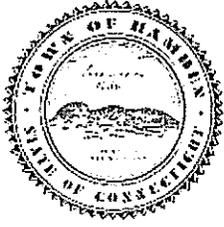
Your approval of this MOU is respectfully requested.

Sincerely,


Curt Balzano Leng, Mayor
CBL/gv
Enclosures

cc: Town Attorney Sue Gruen, Building Inspector Robert Labulis, Personnel Director Ken Kelley, Finance Director Sal DeCola, Chief of Staff Julie Smith, Director of Legislative & Constituent Services David Garretson, Mayor's Office File

PERSONNEL/CIVIL SERVICE
2016 SEP 30 PM 2:51
TOWN OF HAMDEN



TOWN OF HAMDEN
BUILDING DEPARTMENT

Robert Labulis
Building Official

Hamden Government Center
2750 Dixwell Ave
Hamden, CT 06518
Tel: (203) 287-7160
Fax: (203) 287-7155

September 26, 2016

To Mayor Leng and Town council

The Building Department would like to change the job description for two of the inspectors. All of the inspectors are licensed by the State of Connecticut as Building Officials. Their job description with the Town of Hamden is as an electrical inspector and mechanical inspector and per their job description are to perform only those inspections. If both inspectors were reclassified as assistant building inspectors then they would be able to perform all inspections. I would not have to send three inspectors to a job for inspections, I could only send one which would free up the other two to perform other inspections which hopefully would reduce the wait time for inspections.

Robert Labulis

Building Official Town of Hamden

MEMORANDUM OF UNDERSTANDING

between

The Town of Hamden

and

AFSCME, Council #4, Local 2863

The Town of Hamden (herein after referred to as the "Town") and AFSCME, Council #4, Local 2863 (herein after referred to as the Union) hereby agree as follows:

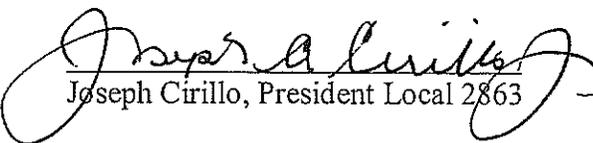
- 1.) The current employees (i.e. Joseph Cirillo and William DeMatteo) holding the positions of Electrical Inspector and Plumbing Inspector in the Building Department shall be upgraded to the classification of Assistant Building Official and the employees shall be placed at the appropriate step in the Assistant Building Official salary range.
- 2.) In consideration of this Memorandum of Understanding, the parties agree not to file or pursue any grievance, unfair labor practice or legal action of any kind against each other in any forum as a result of this Agreement.
- 3.) The parties also understand that this Memorandum of Understanding is subject to approval by the Hamden legislative Council and shall have no force or effect without such approval. The parties further agree that the amended CBA language will not become effective until and unless approved by the Hamden Legislative Council.
- 4.) This Memorandum of Understanding is with prejudice and without precedent and shall not be referenced in any pending or future matter between the parties except as it specifically relates to the above captioned matter.

For the Town of Hamden:

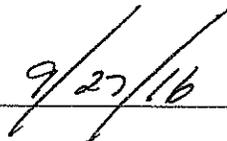
For AFSCME, Co.#4, Local 2863



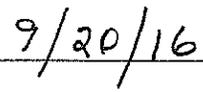
Mayor Curt Balzano Leng



Joseph Cirillo, President Local 2863



Date



Date



TOWN OF HAMDEN

OFFICE OF THE MAYOR

Curt Balzano Leng
Mayor

Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Tel: (203) 287-7100
Fax: (203) 287-7101

August 15, 2016
~~April 16, 2015~~

Legislative Council
Hamden Government Center
Hamden, CT 06518

Re: Memorandum of Understanding between the Town of Hamden and AFSCME,
Local 2863 of Council 4, - Building Department

Honorable Members:

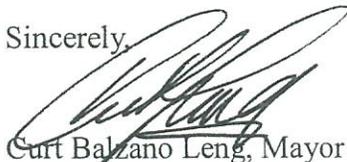
Enclosed please find a signed Memorandum of Understanding (MOU) between the Town of Hamden and Local 2863 of Council 4, AFSCME (Town Hall Union) regarding changing the working hours of the Building Departments inspectors from 8:30AM to 4:30PM to 7:30AM to 3:30PM, Monday through Friday. The change in hours is one in a series of effects the Administration has been working on to enhance the services that the Hamden Building Department offers our residents and contractors doing business in the Town. The change in hours will also have the expected result of additional permits being pulled increasing revenue to the Town and more importantly ensuring that important safety inspections are completed and recorded.

Please note in addition to the enhanced hours, under separate cover, we will soon submit for your consideration an additional MOU that will further enhance the serve level the Town provides from our Building Department.

By copy of this letter, Personnel Director Ken Kelley and Building Inspector Robert Labulis are asked to attend your meeting to respond to any questions you might have.

Your approval of this MOU is respectfully requested.

Sincerely,



Curt Balzano Leng, Mayor
CBL/gv
Enclosures

cc: Town Attorney Sue Gruen, Building Inspector Robert Labulis, Personnel Director Ken Kelley,
Finance Director Sal DeCola, Chief of Staff Julie Smith, Director of Legislative & Constituent



TOWN OF HAMDEN
BUILDING DEPARTMENT

Robert Labulis
Building Official

Hamden Government Center
2750 Dixwell Ave
Hamden, CT 06518
Tel: (203) 287-7160
Fax: (203) 287-7155

August 9, 2016

To Council and all members

On May 23, 2016 Mayor Leng sent a notice to the Building Dept. that he wanted to increase the permit hours to the public, from 8.30 am -12.00 noon. (enclosed is a copy of the memo). Effective July 1, 2016.

Upon discussions with the inspectors it was decided that if the inspectors issued permits from 7.30 am – 11.00 am the hours would be the same as the mayor requested. The contractors or homeowners could come in earlier and get to work or job sites earlier. (The Mayor thought it was a great idea).

Being that the inspectors are arriving by 7.30 am they would complete their day at 3.30 pm. The rest of the office will still operate from 8.30 am -4.30 pm. to assist the public.

We are also trying to implement having all three inspectors classified as Assistant Building Officials.

All three inspectors are State licensed Building Officials , by making all three inspectors assistants they will be able to perform all inspections on a project vs. each inspector only inspecting their trade per their contract.

Robert Labulis

Building Official Town of Hamden



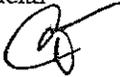
TOWN OF HAMDEN

OFFICE OF THE MAYOR

Curt Balzano Leng
Mayor

Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Tel: (203) 287-7100
Fax: (203) 287-7101

Memo

To: Robert Labulis, Building Official
From: Curt Balzano Leng, Mayor 
Cc: Julie Smith, Chief of Staff, David Garretson, Director of Legislative & Constituent Services, Ken Kelley, Personnel Director, File
Date: May 23, 2016
Re: Building Department Permit Office Hours

Effective July 1, 2016, the Building Department will increase the hours in which the public and contractors can pull permits to 8:30 – 12:00.

I am notifying you of this policy directive early so that you have a full month to plan for the change and so that we can work together to ensure that the change runs smoothly and in the best interest of enhanced constituent services for our residents and for contractors doing business in our Town.

In addition, I am pleased to report that we had a very productive meeting with one of the leading paperless permitting software providers and will be launching a formal procurement process very soon. Paperless permitting software will go from an idea/request to a reality in 2016. I look forward to your input and participation in this process.

I am happy to meet with you should you have any questions or ideas on how to ensure a successful roll-out of these two changes. The enhancements it can make for your Department and for the Town are many.

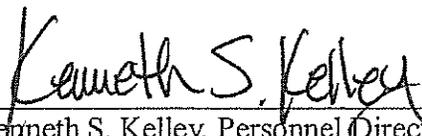
Thank you for your cooperation in advance for helping these directives and initiatives are successful.

MEMORANDUM OF UNDERSTANDING
between
The Town of Hamden
and
AFSCME, Council #4, Local 2863

The Town of Hamden (herein after referred to as the "Town") and AFSCME, Council #4, Local 2863 (herein after referred to as the Union) hereby agree as follows:

- 1.) The hours of work for the Building Department Inspectors and the Assistant Building Official shall be thirty five (35) hours per week, seven (7) hours per day excluding lunch, Monday through Friday, 7:30 a.m. to 3:30 p.m.
- 2.) In consideration of this Memorandum of Understanding, the parties agree not to file or pursue any grievance, unfair labor practice or legal action of any kind against each other in any forum as a result of this Agreement.
- 3.) The parties also understand that this Memorandum of Understanding is subject to approval by the Hamden legislative Council and shall have no force or effect without such approval. The parties further agree that the amended CBA language will not become effective until and unless approved by the Hamden Legislative Council.
- 4.) This Memorandum of Understanding is with prejudice and without precedent and shall not be referenced in any pending or future matter between the parties except as it specifically relates to the above captioned matter.

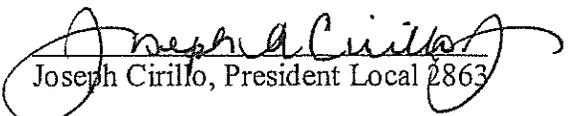
For the Town of Hamden:



Kenneth S. Kelley, Personnel Director

8/8/2016
Date

For AFSCME, Co.#4, Local 2863



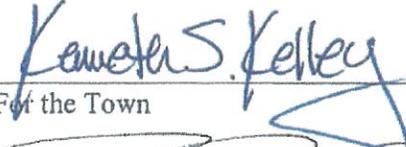
Joseph Cirillo, President Local 2863

8-8-16
Date

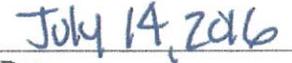
SETTLEMENT AGREEMENT
Between
THE TOWN OF HAMDEN
And
AFSCME COUNCIL 4, LOCAL 2863

The Town of Hamden ("Town"), and AFSCME Council 4, Local 2863("Union") agree to the following Settlement as it relates to the position of Constituent Services Specialist:

1. The Constituent Services Specialist shall be a recognized Union position as of July 1, 2016.
2. The Constituent Services Specialist shall be covered by the terms and conditions of the current collective bargaining agreement between the Town and the Union. In addition, the Town agrees to comply with Section 35.1 of the collective bargaining agreement.
3. The pay grade for the Constituent Services Specialist position shall be Salary Range 1.
4. This Agreement shall be considered a full and final settlement of ME-31776
5. The entering into of this Settlement Agreement shall not constitute a precedent for the determination of any other dispute between the Town and the Union. It is expressly understood that the arrangement herein is predicated exclusively upon the special circumstances of this matter and shall not be construed to represent any policy or procedure of the Town.
6. This Memorandum of Agreement shall not be offered in evidence for any purpose or for any administrative, judicial, or other proceeding except to enforce the obligations contained herein regarding the parties to this Settlement Agreement.



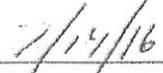
For the Town



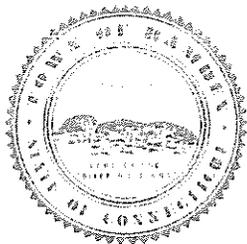
Date



For the Union



Date



TOWN OF HAMDEN

OFFICE OF THE MAYOR

2014 SEP 24 PM 2:37

Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Tel: (203) 287-7100
Fax: (203) 287-7101

Scott D. Jackson
Mayor

September 11, 2014

Legislative Council
Memorial Town Hall
Hamden, CT 06518

Re: Memorandum of Agreement between the Town of Hamden and AFSCME, Council 4, Local 2863

Honorable Members:

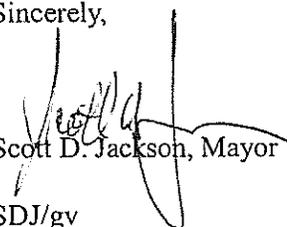
Enclosed please find a Memorandum of Agreement between the Town of Hamden and AFSCME, Council 4, Local 2863. The agreement addresses two positions in the Youth Services Department and an upgrade of the Clerk Typist position in the Economic Development Department. The Youth Services related portion of this MOA does not require a separate Council action now because it was already addressed in the budget and Youth Department Grant approval processes. The Economic Development portion has a separate Council action item submitted under separate cover that would require approval for implementation.

The two Youth Services position were approved as full-time and adds stability and oversight to the Youth Services programs. The Economic Development position change is addressed in great detail in the budget amendment action item submitted separately.

By copy of this letter, Personnel Director Ken Kelley is asked to attend your meeting to respond to any questions you may have.

Your approval of this Memorandum of Agreement is respectfully requested.

Sincerely,


Scott D. Jackson, Mayor
SDJ/gv

Enclosures

cc: Personnel Director Ken Kelley, AFSCME, Council 4, Local 2863, Sue Rubino, Youth Services Coordinator, Dale Kroop Director of Economic & Community Development, Finance Director Sal DeCola, Chief Administrative Officer Curt Leng, Mayor's Office File

Memorandum of Agreement

The Town of Hamden ("Town") and AFSCME, Council 4, Local 2863 ("Union") agree as follows:

1. The Youth Services Child Care Head Teacher position will be classified as a Range 3 position under the collective bargaining agreement between the Town and the Union.
2. The Youth Services Child Care Assistant Teacher position will be classified as a Range 1A position, which will be a new range under the collective bargaining agreement between the Town and the Union. The parties agree that the incumbent employee will be paid at \$12.00 an hour and her rate of pay will increase to \$14.00 an hour upon receiving her CDA license as required by the applicable job description.
3. The Clerk Typist position in Economic Development will be upgraded to Economic Development Technician, which will be a twenty-five hour a week position.

Kenneth S. Kelley
For the Town

6/12/2014
Date

Paul A. Curillo
For the Union

6-12-14
Date

MEMORANDUM OF UNDERSTANDING

between the

TOWN OF HAMDEN

And

AFSCME, Co. 4, Local 2863 (Town Hall Union)

Whereas, the collective bargaining agreement between the Town of Hamden (Town) and Local 2863 of AFSCME, Co. 4 (Union), effective by its terms from July 1, 2007 through June 30, 2011, which continues in effect, shall be amended as follows:

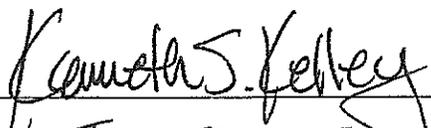
- 1.) The Town and the Union agree that the position of Assistant Animal Control Officer has been properly petitioned into UPSEU, Local 424, Unit #23 and further agree that the current salary for the position of Assistant Animal Control Officer shall be Range 4, Entry Level.
- 2.) The Assistant Animal Control Officer shall work a forty (40) hour work week, Monday through Friday.
- 3.) The Assistant Animal Control Officer **only** will be on a call-in schedule as follows: 1 to 2 hours will be a minimum 2 hour call-in, 2 to 4 hours will be a minimum 4 hour call-in.
- 4.) The Assistant Animal Control Officer shall receive a clothing allowance of \$350.00 on July 1st each year and a \$75.00 cleaning allowance the first week of each quarter during the fiscal year.

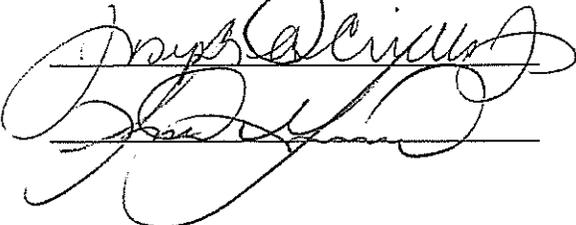
This Agreement is with prejudice and without precedent and shall not be referenced in any pending or future matter between the parties except as it specifically relates to the above captioned matter.

Executed at Hamden, Connecticut on this 30th day of June, 2009.

Town of Hamden

AFSCME, Co. 4, Local 2863


Date: June 30, 2009

**TOWN OF HAMDEN
And
AFSCME Co. #4, Local 2863
(Town Hall/Crossing Guards)**

MEMORANDUM OF AGREEMENT

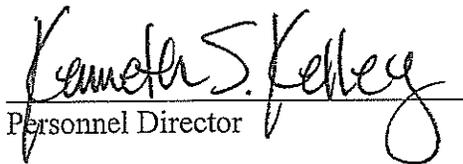
The collective bargaining agreement between the Town of Hamden (Town) and Local 2863 of Connecticut Council #4, American Federation of State, County & Municipal Employees, AFL-CIO (Union), effective by its terms from July 1, 2007 through June 30, 2011, which continues in effect pending completion of negotiations or mandatory binding arbitration, shall be amended, effective April 13, 2009, as follows:

Bargaining Unit Classifications Scale A: The Town and the Union agree that the new positions of Assistant Animal Control Officer and Inland Wetlands Enforcement Officer have been properly petitioned into AFSCME, Council #4, Local 2863.

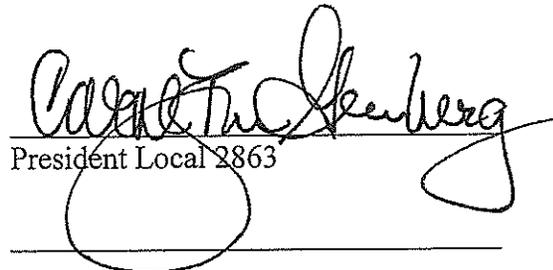
Executed at Hamden, Connecticut on this 13th day of April, 2009.

Town of Hamden:

AFSCME, Co. #4, Local 2863:



Personnel Director



President Local 2863

TOWN OF HAMDEN
And
AFSCME Co. #4, Local 2863
(Town Hall/ Crossing Guards)

MEMORANDUM OF AGREEMENT

The collective bargaining agreement between the Town of Hamden (Town) and Local 2863 of Connecticut Council #4, American Federation of State, County & Municipal Employees, AFL-CIO (Union), effective by its terms from July 1, 1999 through June 30, 2004, which continues in effect pending completion of negotiations or mandatory binding arbitration, shall be amended, effective July 1, 2006, as follows:

Bargaining Unit Classifications Scale A: The classification of "Microfilm Operator" shall be eliminated and a new classification of "Land Records Technician" shall be created.

Salary Scale A-2: The salary range for the new position of Land Records Technician shall be Range 4.

Executed at Hamden, Connecticut on this 24th day of May, 2006.

Town of Hamden

AFSCME, Co. #4, Local 2863

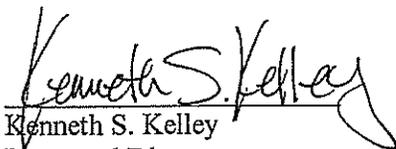
Jennifer S. Kelleher
5/24/06

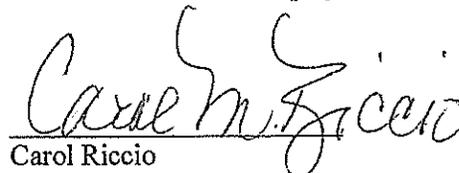
Marguerite Gacoso
Joseph A. Smith
Dee G. [Signature]
5/24/06

MEMORANDUM OF AGREEMENT
THE TOWN OF HAMDEN
And
HAMDEN TOWN HALL & CROSSING GUARDS
LOCAL 2863, AFSCME, COUNCIL 4
RE: CROSSING GUARDS BIDDING ASSIGNMENTS

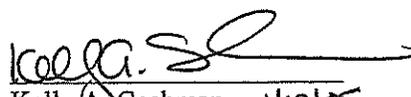
Whereas, the parties agree that the safety of the children must be the priority of the Crossing Guards, the following procedures will be utilized for bidding on vacancies:

1. Wherever the word "seniority" appears in this Agreement, it shall mean seniority as defined in Section 16.14 of the current collective bargaining agreement. Wherever the word "vacancy" appears in this Agreement it shall mean a budgeted position.
2. In the event of a vacancy, which may occur from retirement, resignation or discharge, the Crossing Guards will be allowed to bid on the assignment left vacant. The most senior Crossing Guard will be given the vacancy. In the event that there is a displacement of a Crossing Guard (i.e., a school closing) then the language in Article 16, Section 16.14 E shall be applied.
3. If the vacancy occurs during the school year, each Crossing Guard will be notified of the vacancy with a notice posted on the bulletin board in the police station where they pick up their weekly paychecks. Each notice will indicate the location of the vacancy, and a copy of the seniority list will be provided. Sign up sheets will be posted for any Crossing Guard to bid on the vacancy. The notice of vacancy shall remain posted for seven (7) business days.
4. If the vacancy occurs at the end of the school year the Crossing Guards will be notified in writing of the vacancy at the certification training held in August.
5. Once the Town determines that a Crossing Guard is eligible to accept the vacancy based on their seniority, the Crossing Guards will then be notified as outlined in paragraphs 3 and/or 4 above, of the new vacancy created by the bidding process. This process will continue until all vacancies are filled by a permanent employee.
6. The Town and the Union agree to fill the newly created vacancy with a spare until it is filled with a permanent employee.
7. Once all of the vacancies have been filled, the Director of Personnel, or his designee, shall present to the Union the list of the newly created assignments. Once the assignments have been presented by the Director of Personnel, or his designee, it may only be rescinded by mutual agreement of the parties.
8. This Agreement shall not relinquish the Town of their rights as prescribed in Article 39 of the current collective bargaining agreement. This agreement is entered into with prejudice and without precedent.


Kenneth S. Kelley
Personnel Director


Carol Riccio
President, AFSCME, Local 2863

Jan. 13, 2005
Date

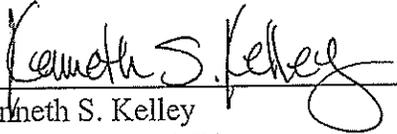

Kelly A. Cashman 1/13/05
Service Representative
AFSCME, Council 4

**Stipulated Agreement
Between
The Town of Hamden
and
Local #48, C.I.L.U.
Town Hall Bargaining Unit
(Re: Traffic Department Reorganization)**

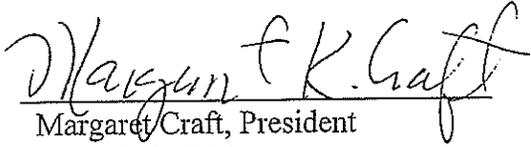
In full and final settlement of the above-captioned matter, the parties agree to the following:

1. The parties agree to allow outside contractors to install street name sign poles in projects requiring (50) fifty or more pole installations. The parties further agree that Traffic Department employees shall be utilized prior to outside contractors.
2. The parties agree to allow outside contractors to install traffic control signs in projects that require (50) fifty or more sign installations.
3. The parties agree that the Director of Traffic and Parking shall have the authority to do a simple reset of traffic signals following a power failure. If any further work is necessary, the traffic technicians will be called in to complete the work. This provision is not intended to impact overtime for the traffic technicians.

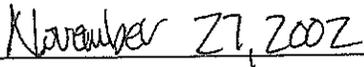
This Agreement is done with prejudice and without precedence and shall not be referred to in any further or pending matters involving the parties, except as it specifically relates to the implementation of this Agreement.



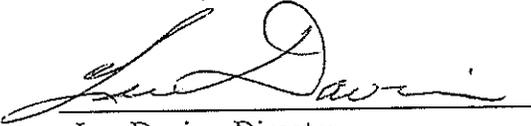
Kenneth S. Kelley
Acting Personnel Director



Margaret Craft, President
Local #48, C.I.L.U.



Date



Lee Davies, Director
Traffic & Parking