

COLLECTIVE BARGAINING AGREEMENT

CITY OF NORWALK

and

NORWALK ASSISTANTS AND SUPERVISORS ASSOCIATION

JULY 1, 2016 - JUNE 30, 2020

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**CONTRACT BETWEEN THE CITY OF NORWALK AND THE NORWALK
ASSISTANTS AND SUPERVISORS ASSOCIATION**

PREAMBLE

The City of Norwalk (hereafter referred to as the "City") and the Norwalk Assistants and Supervisors Association (hereafter referred to as "NASA" or the "Association") agree that the welfare of the City and its employees is dependent largely upon this service which the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City management and employees represented by NASA to render honest, efficient and economical service to the public. The spirit of cooperation between the City and supervisory employees represented by NASA being essential to efficient operation and service, the parties will so conduct themselves to promote this spirit.

**ARTICLE I
RECOGNITION**

Section 1

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the City recognizes NASA as the exclusive bargaining agent for all supervisory employees certified by the Connecticut State Board of Labor Relations (Decision No. 1726, dated March 8, 1979 and Decision Supplement No. 1726-a, dated June 26, 1979) and for all supervisory employees that the City and NASA mutually agree should be represented by this bargaining unit.

Section 2

The City shall give each present employee in the bargaining unit, and each new employee when hired, a copy of this Agreement.

**ARTICLE II
MANAGEMENT RIGHTS**

All rights, powers, authority and functions of the City formerly exercised or exercisable by the City shall remain vested exclusively in the City except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management and operation of all City departments; the determination of the scope of the City's activities, method of delivering services, including the right to determine processes, products, equipment, technology and tools to be utilized; the establishment of job classifications and job descriptions; determination of the number and type of jobs; the determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the workforce, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; the right to maintain order and efficiency.

ARTICLE III
HOURS OF WORK

Section 1

Administrators supervising personnel employed under the provisions of the NMEA Contract shall work a basic thirty-seven and one-half hour week and said week shall coincide with theirs.

Section 2

Administrators supervising personnel employed under the provisions of Local 2405, DPW contract, shall work a basic thirty-seven and one-half (37-1/2) hour or forty (40) hour week depending on the bureau they are supervising.

Section 3

The basic workweek for the Supervisor of Clinical Services shall be thirty-seven and one half (37-1/2) hours per week.

Section 4

Notwithstanding the foregoing, the City shall have the authority to implement flexible work schedules, both as to days worked and hours worked, as well as to implement telecommuting arrangements with individual employees. Accordingly, the City may vary the normal schedule, so long as no employee is required to work on a regularly scheduled basis more than thirty-seven and one-half (37-1/2) hours or forty (40) hours (as applicable) or ten (10) hours in a single day. A flexible work schedule shall not include "split shifts" nor shall it include as a regular day of work Saturday or Sunday. If the City implements telecommuting, the City shall provide the necessary equipment and supplies, and shall reimburse employees for all related charges with prior approval of the Department Head. Staggered starting times will first be offered on a voluntary basis by seniority; if no one volunteers then these times will be filled by the person with the least amount of seniority within the Department. All flexible schedules and telecommuting arrangements are subject to the approval of the Department Head and the Mayor.

Section 5

The Dispatcher Supervisors normal workweek shall be a forty-hour workweek with a five, eight-hour day schedule. The City reserves its right to adjust the work schedule to maximize coverage of the shifts. In the event, the City changes the work schedule it will provide three months' notice of the change, unless mutually agreed otherwise. The Dispatch Supervisors shall bid for their shifts three times a year, effective Jan 1, May 1 and Sept. 1 or in the event of a vacancy. Bids will be given by seniority. Seniority for this purpose shall be time served in the job classification. If the event that seniority in the job classification is the same, then service time in the NASA union will be utilized and if that is same, then overall City employment will be used.

ARTICLE IV
CLASSIFICATION PLAN

Section 1 - Classification Plan

The City will maintain a classification plan for the classification of positions in the bargaining unit. For the purpose of this Agreement, the classification plan shall be the one in effect on the effective date of this Agreement. The City will give the Association a copy of any new or revised class specification.

Section 2 - Changes

When the City creates new class specifications or makes substantial changes in existing class specifications for the purpose or normal maintenance of the classification plan, the City and the Association shall negotiate appropriate pay rates and pay ranges. Such new or revised class specification shall become effective when the pay range for the class has been established through negotiations. If the parties do not reach agreement, then the matter will be submitted to binding interest arbitration. This shall not prevent the City from filling the position. If the City moves to fill the position, it will post the position based on the City's proposal and make salary adjustments, if any, after the decision by the arbitrator.

ARTICLE V
PAY PLAN

Section 1 - Pay Rates

The negotiated pay rates and ranges shown in appendices A1 through A7 are made a part of this Agreement.

Section 2 - Minimum and Maximum Rates

During the term of this Agreement no position in the unit shall be assigned a salary higher than the maximum or lower than the minimum salary provided for the class or position.

Section 3 - Administration

The pay plan shall be administered in accordance with the following provisions:

- A. The hiring rate of pay for initial employment shall normally be paid at Step 1.
 - 1. Appointment rates above the hiring rate may be paid if the appointing authority submits to the Director of Personnel and Labor Relations a written request and evidence that a prospective employee is entitled to a higher wage rate. Justification for approval shall be limited to recognition of extraordinary qualifications of an eligible or lack of available eligibles at the hiring rate.

- B. Pay Increases: Salary increments recognizing normal growth and satisfactory performance within established ranges shall be as provided for in the pay plan attached hereto as Wage Appendix A. Employees hired less than ninety-one (91) days prior to the effective date of any scheduled increase provided for in the Wage appendices will not receive a salary increase until the next subsequent increase at which time they will have been employed in the position for more than ninety (90) days. Employees shall be granted growth increments provided the department head certifies that the employee has demonstrated the growth and performance normally expected. A growth step may be withheld for a three-month, six-month and one year period.

After January 1st in a given year, new hires and employees promoted into the bargaining unit shall receive their step movement after they have successfully completed their probationary period. In the case of probationary employees if the probation period ends prior to July 1st, the step will be delayed until July 1st. Such increase shall not be retroactive and will be effective at the time the probationary period has been completed. New hires and employees promoted into the bargaining unit prior to January 1st will receive their step movement on the following July 1st.

Withholding a growth step increase shall be subject to the grievance procedure. Evaluations shall go out by January 15 of the year and shall be completed and reviewed with the employee no later than April 1. If not reviewed with the employee by June 1, a growth increment for the upcoming fiscal year shall not be withheld. Where promotion of a City employee into this bargaining unit from another bargaining unit results in inequities in pay, the employee shall be placed at a step equal to at least a 5% increase in pay. Such inequities shall be adjusted retroactive to the date of promotion.

In the event the City implements a new evaluation plan, it will meet and confer with the union prior to its implementation.

C. Employees employed as of May 23, 1997 shall be eligible for a supervisory differential as follows:

1. The salary of a bona fide supervisor shall be adjusted to provide a salary differential between the supervisor and subordinate so that the supervisor shall be paid an amount five (5%) percent above the salary of the highest paid subordinate.

2. A 'bona fide supervisor' shall be defined as the rater on the subordinate's Performance Appraisal Report, Probationary Report form, or as having responsibility for establishing performance standards and taking corrective measures to implement those standards. The dollar amount of the supervisory differential shall be recalculated when the subordinate receives a pay increase, when the supervisor receives a pay increase, and when the subordinate transfers or terminates. The supervisory differential shall not be included in calculations for the purpose of computing pension benefits.

D. Pay for Part-Time Work: Employees working less than a regular work week shall be paid the equivalent hourly rate of pay established for the class.

E. Pay Rates for Promotion and Assignment: Employees promoted or assigned to a higher grade within the bargaining unit shall be placed in their new salary grade at a step that results in at least a 5% increase in pay, but not less than the minimum hiring salary for the grade. If an employee is temporarily assigned to a position in a higher grade outside of the bargaining unit, the employee shall receive an increase of at least five percent (5%). Employees assigned temporarily to a higher classification shall be paid overtime, if applicable, at the rate of the higher classification.

F. **Overtime: Non-Exempt Employees**

1. Authorization: An employee shall be compensated for overtime only when the overtime work is properly authorized by the department head.

2. Payment:

a. All employees in Salary Grade 5 and below shall receive time and one-half (1-1/2) for all hours worked exceeding thirty-seven and one-half (37-1/2) or forty (40) hours (depending on the work schedules) and paid in the following week's check. Hours worked shall include all accrued time.

b. Employees in Salary Grades 6 through 10 shall receive an additional five percent (5%) of annual salary, in lieu of overtime paid on a quarterly basis. Employees receiving five percent (5%) in lieu of overtime may refuse overtime work without discipline, except for emergency situations, when they have worked one hundred-fifty (150) hours in excess of their regular schedules per fiscal year. Payment shall be made in the second payday of October, January, April and July for the previous quarter's five percent (5%) in lieu of overtime payment. The provisions of this paragraph shall apply only to employees who were members of the bargaining unit prior to January 9, 1992.

c. Employees engaged in snow and ice activities on an overtime basis shall receive time and one-half (1-1/2) their salary paid in the following week's check. They shall also receive a meal allowance on the same schedule and amount of other bargaining unit people.

d. Effective July 1, 2013, employees in Salary Grades 6 through 9 who are assigned on a regular basis in writing to snow, ice, flooding, hurricanes and other emergency situations shall receive an annual stipend as follows:

| <u>Annual Hours Worked</u> | <u>Annual Bonus</u> |
|-----------------------------------|----------------------------|
| 5-10 hours | \$375 bonus |
| More than 10-20 hours | \$750 bonus |
| More than 20-30 hours | \$1250 bonus |
| More than 30-40 hours | \$1750 bonus |
| More than 40-50 hours | \$2250 bonus |
| More than 50-60 hours | \$2750 bonus |
| More than 60-70 hours | \$3250 bonus |
| More than 70-80 hours | \$3750 bonus |
| More than 80-90 hours | \$4250 bonus |
| More than 90-100 hours | \$4750 bonus |
| More than 100-110 hours | \$5250 bonus |
| More than 110-120 hours | \$5750 bonus |

Hours worked under this section shall be actual hours worked and employees covered by this section shall record their time in the time collection system under a specific job code. Rest break or hours sleeping on "hold over" shall not count toward these hours. These are hours beyond the regularly schedule workweek for the purposed outlined herein.

These events shall be determined on a fiscal year basis with payment in July of each year for the prior fiscal year's responses. In the event of the

employee resigns or retiree amounts due under this section shall be paid upon separation of employment. Until July 1, 2013, the existing practice regarding overtime shall be maintained.

e. Nonexempt supervisors on authorized stand-by shall be paid, if called in, a minimum of three (3) hours at one and one half (1-1/2) times the hourly rate. Standby pay shall be \$150 per week. In the event the City requires exempt supervisors in Grades 6-8 to standby, the parties agree to negotiate over the issue.

f. Dispatch Supervisors may, with the permission of the Director of Combined Dispatch, elect to receive compensatory time off, in lieu of overtime, up to a maximum of two shifts (16 hours) per quarter. Such time will be administered pursuant to the requirements of the Fair Labor Standards Act. The City and the Union agree to meet and discuss the implementation of Compensatory time and the City agrees it will promulgate a policy and procedures for the use of compensatory time.

g. When a Dispatch Supervisor is called in and given less than two hours' notice to work an additional four or eight hour shift, they will be paid for the entire four or eight hour shift, respectively, as long as they arrive within thirty minutes of the scheduled start time.

ARTICLE VI
BENEFITS

Section 1 - Longevity Pay

A. Regular full-time bargaining unit employees who complete the below specified years of service within the fiscal year shall receive longevity pay as follows:

| | |
|---------------------------|------------|
| 8 Years through 14 Years | \$475.00 |
| 15 Years through 19 Years | 575.00 |
| 20 Years through 24 Years | 650.00 |
| Each Year Thereafter | 15.00 more |

B. For purposes of computing longevity pay the length of an employee's service shall mean continuous service only. Longevity pay shall be paid during the first pay period of December in a lump sum, and will be enclosed in the regular paycheck. Longevity pay will be taxed in the same manner as if it were paid in a separate check.

C. Effective January 1, 2013, employees hired after that date shall receive the following:

| | |
|------------------------------------|--------|
| 10 years through 14 years | \$250 |
| 15 years through 19 years | \$350 |
| 20 years through end of employment | \$450. |

Section 2 – Medical, Dental and Life Insurance:

- A. **OA-POS plan:** The City will provide the medical, dental, vision and/or prescription drug benefits as set forth in Appendix C and as amended herein through a properly licensed insurance company in the State of Connecticut or through an alternative self-insured arrangement. If benefits are self-insured employees shall have all claims adjudicated in conformance with Public Act 97-98. In no event shall the coverage and benefits provided through an alternative insurance carrier, managed care vendor which shall not include an HMO, either self-insured or self-administered be less than the benefits and coverage as set forth in Appendix C. The size and scope of a preferred provider network must include Norwalk Hospital. The Union acknowledges receipt of the Summary Plan description for the CIGNA OA-POS plan and agrees to implementation effective August 1, 2005. Effective January 1, 2014, employees will pay the cost difference between the OA-POS and the HDHP in addition to the employee health care contribution listed herein.
- a. **Home and Office Visits:** Effective June 30, 2012, the office visit co-pay will be twenty dollars (\$20). Such copayment shall apply to all office visits excluding preventative care. Effective, 7/1/2014, the office visit copay under the OAP plan shall be twenty five (\$25) dollars.
 - b. **Emergency Room Copay:** Effective June 30, 2012, the co-pay for emergency room visits shall be \$100.00.
 - c. **Prescription Coverage:** A current three-tier prescription plan is: Pharmacy co-pays will be \$10 for generics, \$30 for formulary and \$45 for non-formulary. The pharmacy copays shall not apply to the HDHP. For those drugs available by mail order, the co-payment shall be twice the thirty-day supply for a ninety-day supply.
 - i. Effective June 30, 2010, the City will introduce mandatory mail order and mandatory generic programs for its pharmacy coverage as follows:
 - ii. Where a generic drug is available employees will be required to use the generic drug unless their physician deems it medically necessary and obtains prior authorization for the non-generic drug. If the non-generic is unauthorized, then employee will pay the applicable non-generic co-pay plus the cost difference between the non-generic and generic prescription.
 - iii. The mandatory mail program will require employees to receive their maintenance prescriptions through mail order after two retail prescriptions are filled for a given drug. If mail order is not utilized when required then the prescription will be subject to twice the applicable co-pay.
- B. **High Deductible Health Plan/Health Savings Account:** Effective January 1, 2014, all eligible employees may enroll in either the OA-POS outlined in Appendix C or a high deductible health plan (HDHP-HSA) with a HSA

\$2000/Single, \$4000/Family. A summary of the major provisions of the HDHP-HSA Plan is attached as Appendix D.

- a. **Health Savings Account:** Effective January 1, 2014 the City will contribute 65% toward the applicable deductible. Effective January 1, 2015, the City shall contribute 60% toward the applicable deductible. Effective January 1, 2016, the City shall contribute 50% percent of the applicable deductible. These payments will be made at the beginning of each plan year listed above.

C. **Employee Health Contributions:** All employees shall pay the following share of the premium equivalent costs of the health insurance plan:

| | |
|---|-----|
| Effective upon ratification of 2012-2016 contract | 11% |
| Effective July 1, 2013 | 12% |
| Effective July 1, 2014 | 13% |
| Effective July 1, 2015 | 14% |

In addition, effective January 1, 2014, and each year thereafter, the employee shall also pay the difference in the cost between the two plans for the higher cost medical plan.

D. **Retiree Health Coverage:** An employee who retires under the City's pension plan shall be eligible to continue participation in the medical plan subject to the following:

1. **Eligibility:** An employee must have completed at least ten (10) years of service in order to be eligible for retiree insurance benefits. Effective 1/1/13, employees hired after that date, shall no longer be eligible for retiree health insurance.
2. The existing carve-out method for coordination of benefits with Medicare shall continue.
3. Retirees shall be eligible to participate in the same medical plan as is available to active employees, but in no event shall a retiree be eligible for greater benefits than he/she enjoyed at the time of retirement. In the event the City no longer provides coverage to active employees, then the retiree plan shall be substantially equivalent to the most recent active employee plan at the time the City no longer maintains an active plan.
4. Retirees shall be subject to all provisions of the coordinated care program or any other cost containment program applicable to active employees.
5. Retirees may, at time of retirement or during retirement, elect to waive retiree coverage. If the retiree waives coverage they may only reenroll during the City's annual open enrollment period or with a qualifying event.

6. For those who retire on or after 1/1/14, as indicated above the retiree shall be eligible to participate in same plan as actives. At the time of Medicare eligibility, the retiree shall be enrolled in the OAP-POS plan with the carve-out provision. In addition, if a retiree who retired on or after 1/1/14 turns 65 and is not eligible to participate in the HDHP-HSA plan but has a spouse or dependent who is under 65, the retiree and the spouse or dependent shall be enrolled in the OAP-POS plan (with the carve-out provision applicable to any plan participant who is 65 and over).

7. **Retiree Health Care Contributions:**

- a. A retiree who was hired prior to May 23, 1997 shall pay as follows::

| | |
|------------------|-------------------|
| Single: | \$600 per year, |
| Retire plus one: | \$1,200 per year, |
| Family: | \$1,500 per year |

Once, the retiree is eligible for Medicare, the retiree contributions shall be as follows:

| | |
|------------------|-----------------|
| Single: | \$300 per year, |
| Retire plus one: | \$600 per year, |
| Family: | \$750 per year |

Said contribution will be taken monthly by payroll deduction from their monthly pension check.

Neither the City nor the Union shall be required to negotiate over changes to this subsection which would be effective prior to July 1, 2019.

- b. For any employee newly hired on or after May 23, 1997, upon retirement that retiree shall make the same percentage contribution to the cost of medical coverage which he/she paid as an active employee as of the date of his/her retirement. The contribution shall be adjusted from time to time to ensure that such retiree continues to pay the same percentage of the cost of their coverage as active employees pay. When such retiree reaches age 65 and is eligible for Medicare, the retiree shall pay one-half of the applicable contribution.
- c. Effective upon ratification of the 2012 – 2016 contract, employees hired on or after January 1, 2013, shall no longer be eligible for retiree health insurance through the City. In lieu of retiree health coverage, the City will reimburse retirees who retire at age sixty (60) years or older and have a minimum of (15) fifteen years of service, an amount up to one thousand dollars (\$1000) for employee plus one or family or five hundred dollars (\$500) per month for employee/retiree only coverage as reimbursement toward the purchase of health insurance coverage. Medicare eligible retirees shall be reimbursed four

hundred fifty dollars (\$450) per month toward the purchase of a Medicare supplementary/advantage plan.

- i. There will be no reimbursement if the retiree is otherwise eligible for employer sponsored health insurance. The reimbursement will be made quarterly provided the retiree provides the required documentation of coverage and evidence of payment prior to each quarter. Employees hired after January 1, 2013, shall not be required to make OPEB contributions.

8. **Medicare Part B Reimbursement:** For any employee employed in a bargaining unit position prior to May 23, 1997, the City shall pay Medicare Part B costs of a retiree at age 65. Effective August 1, 2007, retirees after that date who were employed prior to May 23, 1997, shall have the reimbursement of the Medicare premium capped at one hundred (\$100.00) per month with the City and the retiree sharing equally in increases beyond that amount.
9. Active employees over sixty-five (65) years of age who continue to work shall be covered as described in Subsection A above.

E. Connecticut State Partnership Plan 2.0 (SPP)

1. Effective January 1, 2018 all active employees and eligible retirees will participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits set forth in the Current Agreement. The administration of the SPP, including open enrollment, beneficiary eligibility and changes and other administration provision shall be as established by the SPP.
2. The premium rates shall be set by the SPP.
3. The percentage share of such premium cost shall be as follows:
 - 7/1/16 - 14%
 - 7/1/17 - 14%
 - 7/1/18 - 14%
 - 7/1/19 - 14%
4. The SPP contains a Health Enhancement Plan (HEP) component. All employees and eligible retirees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators, in 2019, impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee/retiree. No portion or percentage shall be paid by the City. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
5. In the event any of the following occur, the City or NASA may reopen negotiations as to the sole issue of health insurance, including plan

design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is further modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost to the City or to members of NASA of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - ii) If Conn.Gen.Stat. Section 3-123rr et seq. is amended in a way that substantially affects the operation of the SPP to the detriment of the parties, or if there are any changes to the administration of the SPP that negatively affects the parties, or if additional fees and/or charges for the SPP are imposed so as to affect the City or members of NASA, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.
6. In any negotiations triggered under the above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in the 2012-2016 Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.
- Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Dental Option #7 and Vision rider are included.

The City continues to reserve its rights under Article 6.

All other provisions of Article 6 that are not in conflict with these agreed upon changes remain in full force and effect.

F. **Life Insurance:** The City will pay the group life insurance of two (2) times annual salary with Accidental Death and Dismemberment, reduced to five thousand dollars (\$5,000.00) term life at retirement. This benefit is as set forth in the plan description booklet for the pension plan and is not in addition to said benefit.

G. **Change of Carrier:** The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation. The City may change insurance carriers and/or administrators upon prior notification to the Association. The City further agrees that such a change will result in the benefits being substantially equivalent to those currently provided.

H. **Flexible Spending Accounts:** The City shall maintain a program pursuant to Section 125 of the Internal Revenue Code by which employees may make contributions for medical and dental coverage, dependent care assistance, and other eligible purposes, with pre-tax dollars to the extent permitted by law.

I. **OPEB Trust for Retiree Medical:** Effective July 1, 2008, during active employment, employees shall contribute five percent (5%) of the employee only COBRA rate to a trust fund for retiree medical benefits. Those employees who are eligible for retiree coverage through another employer will be permitted to execute an irrevocable waiver of retiree coverage and not be required to make contributions to the OPEB Trust.

J. **Subrogation:** The City shall have the right of subrogation with respect to medical and health care benefits expended on behalf of an employee to the extent such employee recovers such economic damages from a tortfeasor or responsible third party.

K. **Wellness Program:** Effective July 1, 2013, the City will establish a wellness program. Those employees who meet the requirements of the wellness program, in the given fiscal year, shall receive the following: FY 13/14 two hundred dollars (\$200) contribution to their HSA account in August 2014; FY 14/15 two hundred fifty dollars (\$250) paid August 2015; FY 15/16 three hundred dollars (\$300) paid August 2016. Each June, the City shall distribute the Wellness goals to employees for the following fiscal year. The City shall consult with the Union prior to implementation the annual wellness goals. For employees enrolled in the OAPOS at the time payment the amounts shall be three quarters (3/4) of the amounts listed above and shall be subject to applicable deductions for taxes and withholdings.

Section 3 - Workers' Compensation:

A. An employee unable to work who is receiving benefits under the provisions of the Workers' Compensation Act of the State of Connecticut shall receive the difference between his/her regular pay from the City of Norwalk and the Workers' Compensation benefits. This shall not be deducted from his/her sick leave. The

difference between regular pay and Workers' Compensation shall be paid until such time as the first of the following occurs:

1. The employee is able to return to work.
2. The employee has reached maximum medical improvement and is no longer able to perform his/her duties.
3. The employee is unable to perform the essential functions of his/her duties.
4. Twelve (12) calendar months have passed, provided that the twelve (12) months shall be extended by up to six (6) months if the treating physician certifies that it is likely that the employee will be able to return to work during that period.

An employee on compensation shall in no event receive in any one fiscal year compensation in excess of his/her normal wages including vacations and holidays, but such employee shall not lose any accrued vacation time.

An employee who is on leave pursuant to this section may be assigned to "light duty" status from and after the date on which the treating physician determines that he/she may return to work even though he/she cannot perform all of the regular duties of the position. Such assignment shall be in the sole discretion of the City and shall be subject to the following:

1. The assignment shall be consistent with the limitations prescribed by the employee's treating physician.
2. The nature and duration of the assignment shall be determined by the City.
3. The work schedule for the employee on light duty status shall be subject to any limitation on hours of work prescribed by the employee's treating physician.

Any employee who is released by the treating physician to perform restricted work and who refuses to accept a light duty assignment shall forfeit his/her right to injury leave. This provision shall not, however, be determinative as to the employee's right to workers' compensation payments, which are the province of the Workers' Compensation Commissioner.

In order to be eligible for benefits under this Section, an employee must receive initial treatment from the health care provider designated by the City and must continue to receive treatment from one of the preferred providers designated by the City. The City will implement a preferred provider network for all treatment of work related injuries. Upon establishment of the network, employees will be required to use the network providers in order to be eligible for workers' compensation benefits.

B. The City shall have the right to intervene in any third party suit in order to receive payments made pursuant to this Article.

Section 4 - Jury Duty

All employees required to serve on jury duty shall receive the difference between his/her regular pay and jury duty pay.

Section 5 - Severance Pay

Severance pay of one (1) day for each year of service shall be granted upon separation of employment provided the employee has completed five (5) years of service. In order to return to City employment, an employee must repay in full all severance pay received and will have the benefit of any previous seniority rights. This section does not apply to employees discharged who are not reinstated under the terms of the grievance procedure outlined herein.

Section 6 - Accumulated Sick Pay

All accumulated sick leave shall be paid as a lump sum to retiring and terminating employees up to a maximum of sixty (60) days' pay. Employees discharged and not reinstated under the terms of the grievance procedure herein shall not receive any accumulated sick pay. An employee must have completed at least five (5) years of service in order to receive this benefit at the time of separation.

Section 7 - Clothing Benefit

The Fleet Service Manager, Road Supervisors and the Traffic Maintenance Supervisor at Public Works shall receive five (5) sets of summer and five (5) sets of winter uniforms as determined by the Highway Superintendent. Such uniforms shall be maintained by the City. Dispatcher Supervisors will be provided uniforms if they are required to wear specific uniform attire. Appropriate footwear must be worn by these individuals.

Section 8 - Car Allowance

Employees who use their personal cars in the service of the City shall receive the applicable IRS rate for the use of their car.

Section 9 - City Vehicles

The following shall apply to employees who, as of May 23, 1997, are assigned City vehicles and are allowed to take such vehicles home:

1. If the employee lives in Norwalk, the employee shall continue to be permitted to take the vehicle home.
2. Effective July 1, 1997, if the employee lives outside of Norwalk, the employee shall no longer be allowed to take a City vehicle home. Effective July 1, 1997, these non-resident employees shall accrue six (6) weeks of vacation annually. This vacation time is not in addition to the regular annual accrual.

For employees who are not currently assigned a City vehicle and for all employees hired in a bargaining unit position on or after May 23, 1997, the City shall have the sole discretion to determine whether a vehicle is assigned, the conditions under which it is assigned, and the duration of such assignment.

Section 10 - Housing

It is agreed to and understood that any housing or residence arrangements enjoyed by bargaining unit members is not part of this Agreement and is specifically controlled by the Common Council, or any other appropriate Board or Commission.

Section 11 - Shift Differential Non-exempt Employees

Non-exempt employees required to work a regular schedule beginning after 12:00 noon to 6:00 a.m. shall receive a bonus of thirty cents (\$.30) per hour for actual hours worked. Effective July 1, 2008, the shift differential shall be increased to fifty cents (\$.50) per hour for actual hours worked. Effective July 1, 2013, the shift differential shall be sixty five (\$.65) per hour for hours worked on the 3rd Platoon and seventy cents (\$.70) on the 1st Platoon. Effective January 1, 2014, the 1st platoon midnight shift differential will be increased from seventy cents (\$.70) to ninety cents (\$.90) for hours worked. The above stated payments shall not be credited in pension calculations.

Section 12 - Service in a Higher Classification

Employees who are designated or appointed by the appropriate managerial authority to serve in an acting capacity in a higher rated job than their own will receive an increase in pay equivalent to the higher salary grade applicable to the position at a step that results in a minimum 5% increase in pay, but not less than the minimum hiring salary for the grade, applicable to said position, as set forth in Appendices A-1 through A-7, for the duration of any assignment that extends beyond twenty (20) working days. Department managers desiring to make an acting assignment shall send a request to the Director of Personnel for approval outlining the duties to be assigned and the rationale the assignment. No payment will be made if the higher classification worked does not last the stipulated twenty (20) day period. Once triggered, the payment shall be retroactive to the first required day of higher classification work. Vacations shall not be cause for payment as described in this section. The above stated bonus shall not be credited in pension calculations.

Section 13 - Pay Procedures

Newly hired employees shall have their first paycheck issued one week from the last day in the pay period. Employees will be paid on a bi-weekly basis via direct deposit.

Section 14 - Tuition Reimbursement

The City shall reimburse an employee who is attending an accredited college or vocational school for education related to the employees working profession or occupation. Reimbursement shall be two hundred and fifty dollars (\$250.00) per credit to a maximum of one thousand, five hundred dollars (\$1,500.00) per fiscal year for courses completed with a grade B or better. The maximum amount for the bargaining unit shall not exceed seven thousand five hundred (\$7,500) per fiscal year and shall be distributed on a first come first serve basis. All requests must be submitted to the Director of Personnel for approval.

ARTICLE VII
HOLIDAYS

Section 1

All employees covered by this Agreement shall receive the following twelve (12) paid holidays per calendar year:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

Those employees who supervise N.M.E.A. employees shall receive the day after Thanksgiving as a paid holiday.

Employees who do not receive the day after Thanksgiving as a paid holiday shall receive a floating holiday. An employee must give at least two (2) days advance notice of the day he/she wishes to use as a floating holiday. The holiday will not be unreasonably denied. The use of a floating holiday as an extension of the employee's vacation may be done only with the approval of the Department Head.

Dispatch Supervisors shall receive, in lieu of scheduled holidays as provided in the contract, a total of twelve (12) days off. These days shall be granted three per quarter (July 1, Oct. 1 Jan. 1 and April 1 and shall not accumulate or carryover to the next fiscal year. Any employee who leaves before the holiday is observed and has utilized the day, shall have it deducted from any severance or final check. Effective May 1, 2013, dispatch supervisors who work on Christmas, Thanksgiving, Independence Day and Memorial Day will be paid time and a half (1 ½) for hours worked on those holidays. Effective on the ratification of this contract, dispatch supervisors who work on Good Friday and New Year's Day will be paid time and a half (1 ½) for hours worked on those days.

Section 2

If a holiday falls on a Sunday, it shall be observed and celebrated on the following Monday. If a holiday falls on a Saturday, it shall be observed and celebrated on the preceding Friday.

Section 3

Any day which the Mayor of the City of Norwalk declares as a commemorative day or a holiday for City employees shall be declared as a holiday for bargaining unit employees. This shall not include holidays which are contractually agreed upon with another bargaining unit.

Section 4

If a holiday falls on an employee's day off, such employee shall be compensated with an additional relief (AR) day. Additional relief days must be used within the fiscal year in which they are earned, and may be used in conjunction with vacation. Employees must request approval from their Department Head at least two (2) days in advance of the day they wish to use an AR day. It is understood that approval to use AR days shall not be unreasonably denied. This provision shall not apply to the Dispatch Supervisors.

ARTICLE VIII **VACATIONS**

Section 1 - Vacation Accrual and Use

A. All supervisory employees earn vacation as follows:

a. First year of Employment through End of Fiscal Year.

Employees hired from July 1st through October 31st shall be granted ten (10) vacation days for use during their initial fiscal year period;
Employee hired November 1st through February 28th shall be granted five (5) vacation days for use during their initial fiscal year period;
Employee hired March 1st through June 30th shall not be eligible for any vacation days

Vacation granted during the first year of employment shall not be subject to payout upon separation of employment or carryover into the next fiscal year.

b. Beginning of First Full Fiscal Year of Employment.

At the commencement of the new employee's first full fiscal year, he/she shall be granted fifteen (15) days and accrue vacation for each subsequent fiscal year based on the following:

| <u>Years of Service</u> | <u>Vacation Days</u> |
|-------------------------|----------------------|
| 1 - 4 | 3 Weeks |
| 5 - 10 | 4 Weeks |
| After 11 Years | 4 Weeks and 1 Day |
| After 12 Years | 4 Weeks and 2 Days |
| After 13 Years | 4 Weeks and 3 Days |
| After 14 Years | 4 Weeks and 4 Days |
| After 15 Years | 5 Weeks |
| After 16 Years | 5 Weeks and 1 Day |
| After 17 Years | 5 Weeks and 2 Days |
| After 18 Years | 5 Weeks and 3 Days |
| After 19 Years | 5 Weeks and 4 Days |
| After 20 Years | 6 Weeks |

Effective July 1, 2012, employees hired after that date shall have the following schedule:

| <u>Years of Service</u> | <u>Vacation Days</u> |
|-------------------------|----------------------|
| 1 - 4 | 3 Weeks |
| 5 - 10 | 4 Weeks |
| After 15 Years | 5 Weeks |

- B. Vacations may be granted in half-day increments.
- C. Years of service for purposes of this article will be determined as of June 30th of each fiscal year.
- D. Employees working a four-day workweek shall have the above vacation accrual converted to hours.
- E. New Employees will not be entitled to paid vacations until sixty days of employment has passed.

Section 2 - Vacation Carryover

It is understood that any vacation unused in a given fiscal year will be lost unless extenuating circumstances prevent an employee from taking his/her vacation. Under such extenuating circumstances, an employee shall request vacation carry-over in writing, spelling out the reasons to his/her Department Head and the Director of Personnel and Labor Relations. Vacation time will be allowed to carry over into the next fiscal year, if and only if prior approval has been granted by the employee's respective Department Head and the Director of Personnel and Labor Relations provided, however, that no employee may have at any time an accumulation of vacation time in excess of the annual

accrued vacation provided in Article VIII Section (1) (A) plus two weeks. Any unused accumulated vacation in excess of this maximum shall be forfeited on an annual basis.

Section 3 - Vacation Payment Upon Termination of Employment

Pro-rated accumulated vacation pay shall be granted to the employees in the event he/she terminates service with the City.

Section 4 - Vacation Payment Upon Death of Employee

In the event of the death of the supervisory employee, his or her designated beneficiary or if none, his/her estate, shall receive any pro-rated accumulated vacation pay plus any accumulated sick pay provided for in Article VI, Section 6.

Section 5 - Holiday During Vacation

When a holiday occurs during a regular vacation period, the employee shall be entitled to an additional day off at the end of his/her vacation period.

Section 6 - Advance Payment for Vacation

At the employees' option, vacation pay will be paid in advance on the last normal payday prior to the start of the vacation period.

Section 7 - Call Back During Vacation

Employees shall not be called back to work while on vacation except for emergency work and, if called back, they shall receive their vacation pay plus time and one-half their regular daily rate.

**ARTICLE IX
LEAVE PROVISIONS**

Section 1 - Sick Leave

Employees shall be entitled to a leave of absence with full pay for sickness to the extent of their accumulated sick leave. Sick leave shall accumulate at the rate of fifteen (15) days per year and said accumulation shall be unlimited. Unlimited sick leave can be extended to an employee for a major ailment upon the recommendation of the Personnel Committee and with the approval of the Common Council. A medical certificate, acceptable to the Department Head and Personnel and Labor Relations Director shall be furnished by the employee at his/her own expense for frequent or habitual absence from duty and when, in the opinion of the Department Head or Personnel and Labor Relations Director, there is reasonable cause for requiring such a certificate. Employees shall be permitted to use up to three weeks of available sick time after giving birth, a spouse or partner's giving birth or the adoption (physical or legal custody) of a child without a doctor's note. Additional available sick time may still be granted based upon the acceptance of a doctor's note indicating that the employee is physically unable to perform their normal job duties.

Section 2 - Leave for Death in the Immediate Family

Four (4) consecutive work days special leave with pay shall be granted for use within 30 days of a death in the immediate family. Immediate family shall mean mother, father, wife, husband, sister, brother and children. Three (3) working days special leave with pay shall be granted for death among grandchildren and grandparents and any relative domiciled in the employee's household. The above listed relations shall be applied equally to both the husband's and wife's side of the family. This time shall not be taken from sick leave.

Section 3 - Leave for Illness in the Immediate Family

When the serious illness of a member of the employee's immediate family (spouse and children) requires his/her personal attendance, up to five (5) working days chargeable to sick leave shall be granted provided, however, that the employee shall furnish a medical certificate upon request.

Section 4 - Leave of Absence Without Pay

Leave of absence without pay shall be granted for a maximum period of one (1) year for legitimate purposes (other than FMLA leave pursuant to Section 7) and shall be requested in writing to the Department Head. Leave for other employment shall not be grounds for leave of absence.

Section 5 - Accrual of Leave While on Leave of Absence

An employee will receive no fringe benefits such as vacation, holidays, and sick leave while on leave of absence and his/her seniority would not be added to. He/she will retain the seniority he/she possessed provided he/she returns by the end of the leave.

Section 6 - Leave for Pressing Personal Business

Personal time off with pay may be granted for pressing personal business at the discretion of the respective Department Heads. However, in no event shall non-exempt hourly employees be granted more than five (5) personal days per year.

Section 7 - FMLA Leave

Employees shall be entitled to unpaid leave in accordance with the provisions of the federal Family and Medical Leave Act. There will be no loss of accrued benefits during the period of such leave, but there will be no further accrual of length of service or other benefits during the leave. Available sick leave shall be substituted for Family and Medical Leave to the extent permitted by law. Employees shall be permitted to use (charge) accrued sick time if allowed under other provisions of this contract; available vacation time and up to five available personal days while out on FMLA leave.

Section 8 - Effect of Leave of Absence on Seniority and Other Leave

When an employee is on an authorized leave of absence, he/she will accumulate seniority up to six (6) months, but will not earn any vacation rights, holidays or sick leave while on leave of absence. Vacations will be paid on a pro-rata basis for the time worked during the qualifying year. The City shall continue to pay all insurance premiums for insurance to which an employee is entitled under this Agreement when an employee is on sick leave.

Section 9 - Retention of Insurance During Leave of Absence

Any employee on an unpaid non-FMLA leave of absence, may retain group insurance at his/her own expense,

Section 10 - Return From Family Leave to Part-Time Status

Employees returning from Family Leave shall be allowed to return part-time with the approval of the Department Head. The employee may use the other weekdays as paid vacation, or unpaid leave. During this time, the employee will continue to earn benefits provided that the employee works a minimum of fifteen (15) hours per week.

The amount of part-time work allowed will be a maximum of four (4) weeks, which must be continual and uninterrupted. The four-week period will begin at the termination of Family Leave. At the end of the part-time period, the employee must return to full-time. Upon expiration of sick leave and leave pursuant to the FMLA an employee may, with the approval of the Department Head and the Director of Personnel establish a part-time work

week for a period not to exceed four (4) weeks. This additional benefit must be taken as a continual uninterrupted period. Employees who work a minimum of fifteen (15) hours per week during the four-week period shall continue to earn benefits provided in this Agreement. Paid sick leave may not be used during this period.

Section 11 - Military Leave

A supervisory employee who is a member of the National Guard or Military Reserve of the United States who is required to undergo field training therein, shall be entitled to all the rights, benefits, and privileges provided by Section 7-461 of the General Statutes of Connecticut, as amended.

Section 12 - Reinstatement Following Leave for Military Service

On return from military service, an employee shall be reinstated in his/her former job or one of like rank providing that he reports for duty within ninety (90) days of his/her discharge from the military service. The City shall so notify, in writing, all employees in the bargaining unit entering military service of this clause in this Agreement. In no event shall an individual receive credit for the yearly increments that would have been awarded during their absence on military service.

Section 13 - Sick Leave on Return from Military Leave

The employee's accumulation of sick leave upon entering the military service shall be retained and credited to him/her when he/she returns to the employ of the City.

ARTICLE X
APPOINTMENTS

Section 1 - Filling of Vacancy or New Position

The City shall fill any vacancy or new position in the bargaining unit by first giving preference to a current employee of the bargaining unit if said employee is qualified to fill the position, provided, however, the City may fill said vacancy or new position by hiring an applicant whom the City feels has better qualifications who is not in the bargaining unit.

Section 2 - Posting

The City shall post all job openings within the bargaining unit and shall send a copy of the notice to the President of NASA.

Section 3 - Probation

A. New employees hired as Supervisors or Assistants will serve a probationary period of six (6) months, any time off in excess of five days during the probationary period will be added to the six-month period. During this probationary period, new employees will be covered by all terms and benefits of this contract except they will not be entitled to file a grievance regarding their termination. If they successfully complete their probationary period all rights and benefits shall accrue as of their date of employment.

B. Employees who are promoted within the bargaining unit shall serve a probationary period of three (3) months. If they do not successfully complete their probationary period, on the basis of unsatisfactory performance review they will return to their former position, if available. If there is no available position for which such employee is qualified, he/she shall no longer be employed but shall be entitled to all severance benefits provided in this Agreement. Employees remain subject to the disciplinary

provisions of this contract at all times. Unsuccessful probation is not disciplinary action.

Section 4 - Charter and Ordinance Employees

A. Any individual represented by NASA holding a position presently created for a fixed term in the City Charter and Ordinances contained in the Code of the City of Norwalk shall not have recourse to the grievance procedure if he/she is not reappointed when the said fixed term expires.

B. Nothing in this Agreement shall be interpreted to imply tenure for any present or subsequent position created for a fixed term in the City Charter and Ordinances contained in the Code of the City of Norwalk.

C. Nothing in this Agreement shall be interpreted to restrict the appointment powers of the Mayor, Common Council and Boards and Commissions regarding positions currently covered by this bargaining unit.

ARTICLE XI **GRIEVANCE PROCEDURE**

Section 1 - Purpose

The purpose of this procedure is to provide an orderly method of adjusting grievances. A "grievance" for purposes of this procedure is a complaint by an employee concerning any alleged violation of any of the specific provisions of this Agreement.

Section 2 - Processing of Grievance

The employee and his/her NASA representative shall process all grievances in accordance with the following procedure:

A. First Step:

DEPARTMENT HEAD, IF NOT IN THE UNIT, DIRECTOR OF PERSONNEL AND LABOR RELATIONS IF DEPARTMENT HEAD IS IN THE UNIT.

1. The initial step in the processing of any grievance shall be an appeal by the employee and/or his/her representative to his/her Department Head, if not in the unit, or the Director of Personnel and Labor Relations if the Department Head is in the unit.

2. The employee and/or his/her representative shall present in writing to the Department Head or Director of Personnel and Labor Relations all of the facts pertaining to the grievance within twenty (20) calendar days after the incident of which the employee complaint is based occurs, or the employee is advised by his/her Department Head or other supervisor.

3. The Department Head or Director of Personnel and Labor Relations shall adjust the problem and notify the employee and/or his/her representative in writing of the decision within ten (10) working days from the day the written grievance is presented.

B. Second Step:

DIRECTOR OF PERSONNEL AND LABOR RELATIONS, OR HIS DESIGNEE, IF NOT INVOLVED IN STEP 1.

1. If the employee and/or his/her representative feels that further review is justified, all of the facts pertaining to the grievance shall be presented in writing to the Director of Personnel and Labor Relations, or his designee, provided he/she was not involved in Step 1 of the grievance process, within five (5) working days following the receipt by the employee of the written decision of the Department Head.

2. The Director of Personnel and Labor Relations or his designee shall, within five (5) working days after receipt of the Step 2 grievance, review the facts with the employee and/or his/her representative at a special meeting to be called for that purpose. The employee and/or his/her representative and the Department Head shall be notified in writing of the decision reached within five (5) working days thereafter.

C. Third Step:

ARBITRATION

1. In the event the employee and/or his/her representative feel that further review is justified, they shall, within fifteen (15) working days of receipt of the written decision of the Director of Personnel and Labor Relations or his designee, file a notice of appeal and submit the dispute or grievance to arbitration by the Connecticut State Board of Mediation and Arbitration or it will be considered closed. The decision of the Board shall be final and binding on both parties, who will comply with any order of the Board within a reasonable time. The parties may, by mutual agreement, use an alternative dispute resolution service such as the American Arbitration Association or other independent agreed-upon arbitrator.

2. The Arbitrator(s) provided for in Step III shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this Agreement. The Arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence. The decision of the Arbitrator(s) shall be final and binding upon both parties, provided it is in accordance with the law.

Section 3 - General Provisions

A. The time limits specified in the preceding sections of this article may be changed by mutual agreement of all parties.

B. Nothing contained herein shall prevent any employee from presenting his or her own grievance and representing himself/herself.

C. The fee of the Arbitrator and the administration expenses of the arbitration, if any, shall be shared equally by the parties but other expenses shall be borne by the parties incurring them, including payments to representatives, witnesses, etc.

D. Failure by the NASA to process a grievance to the next step within the time limits provided for herein shall mean that the grievance has been satisfactorily resolved at the last step to which it was properly processed.

E. Deliberate, intentional failure by the City to respond to a grievance and act within the time limits provided for herein shall mean that the grievance has been resolved in favor of the employee.

Section 4 - Settlement

When a settlement has been reached at any step of the grievance, it shall be applied immediately, and at no time shall it exceed ten (10) working days from the date of settlement.

ARTICLE XII
DEDUCTION OF ASSOCIATION DUES

Section 1 - Payroll Deduction

The City agrees to deduct from the paycheck of each employee within 30 days of employment a sum certified by the Secretary or President of NASA which are Association dues or an agency fee. Deductions will be made from the payroll biweekly and total dues will be delivered monthly to the Treasurer of NASA.

Section 2 - Indemnification

It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Association agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

ARTICLE XIII
DISCHARGE, DISCIPLINE, RESIGNATION

Section 1 - Discipline and Discharge

The City shall not discipline or discharge an employee except for just cause. No punitive action shall be taken against any employees based solely upon anonymous telephone calls or anonymous letters without a hearing at which the complainant, if necessary, would be required to attend. The City shall provide any employee to be disciplined or discharged with a written statement of the reasons why he/she is being disciplined or discharged.

Section 2 - Notice of Resignation

Each supervisory employee shall give at least a four (4) week's written notice of resignation to his/her Department Head.

Section 3 - Elimination of Position

A. If a supervisor's position is eliminated, the incumbent employee in the position shall be laid off and shall be entitled to return to the employment of the city in the position or any similar position that is created or becomes vacant if he/she is qualified in the view of the City. The right to recall shall remain in effect for a period of eighteen (18) months from the date of layoff, provided that if such employee is recalled he/she must notify the Personnel Department of their intent to accept the offered reemployment within seven (7) days of receipt of the recall notice which will be sent to the employee by certified mail. Further, the employee must commence reemployment within thirty (30) calendar days of the date of receipt of the notification.

B. In the event a supervisory employee's position is eliminated, such employee shall be entitled to receive pay in accordance with the provisions of this contract for eligible accumulated sick days, his/her accumulated vacation days and severance pay of one (1) day per year of service. Employees discharged and not reinstated under the grievance procedure shall not be entitled to accumulated sick pay and severance pay specified in Article VI, Sections 5 and 6.

ARTICLE XIV **SAFETY AND HEALTH**

Section 1- Safety

Both parties to this Agreement hold themselves responsible for mutual cooperation and enforcement of safety rules and regulations. It is mutually understood that any provisions with respect to safety included in this Agreement are subject to the provisions of the Connecticut State Statutes with respect to the Occupational Safety and Health Act and any regulations made there under.

Section 2 - Substance Abuse Testing

The City may require an employee to be tested for drugs or alcohol. It is the intention of the City that any drug or alcohol detection test shall be given only to an employee who exhibits indications of being under the influence of drugs or alcohol, whenever there is a reasonable individualized suspicion that the employee is under the influence of drugs or alcohol, or using drugs or alcohol during working hours. An employee who is suspected of using or being under the influence of drugs or alcohol shall be interviewed by the Department Head or if unavailable any department manager. The employee shall have the right to request union representation at such interview; but the interview shall not be delayed for the purpose of selecting a particular union representative.

ARTICLE XV **PENSION**

Section 1 - Pension Plan

The terms and conditions of the existing pension plan for employees covered under this contract and spelled out in detail in the pension pamphlet entitled "Your Financial Security, A Description of the Retirement Program for Employees of the City of Norwalk" revised March 1981, October 22, 1985, April 12, 1988, December 2, 1993, August 1999, and July 2012 shall remain in effect for the life of this Agreement.

ARTICLE XVI
WORKING RULES

Section 1 - Release for Collective Bargaining Meetings

If at any time a meeting is called by the administration for purposes of collective bargaining during working hours, up to three (3) representatives are allowed to attend without loss of pay.

Section 2 - Grievance Committee

The Grievance Committee of the Association, not to exceed two (2) individuals and/or Department Representatives, shall have the right to process and represent an employee with a grievance or problem at any time without loss of pay.

Section 3 - Amendment of Agreement

This Agreement may be altered or modified only by the mutual written agreement of the parties hereto.

Section 4 - Agreements to be Consistent with this Agreement

No individual employee in the bargaining unit or representative of the Association, agent or employee or the City may enter into any separate agreement or understanding which shall be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the City and the Association.

Section 5 - Leave for Legislative Action

Supervisory employees covered by this Agreement shall be allowed to attend official conferences and functions and sessions of the Connecticut legislature that pertain to municipal employee legislation without loss of pay provided that these days do not exceed five (5) days per contract year for the entire bargaining unit and are approved by their supervisor or manager.

Section 6 – Surveillance: Employees are on notice that the City may conduct surveillance in accordance with the posted “City of Norwalk Surveillance Notice” revised February 2013.

ARTICLE XVII
SAVINGS CLAUSE

If any section, sentence, clause or phrase shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE XVIII
HEALTH CARE COST CONTAINMENT

The City shall have the right to adopt health care cost containment measures and cost management techniques, including but not limited to:

- (a) requirement for pre-admission certification;
- (b) mandatory second surgical opinion;
- (c) limitations on diagnostic and in-hospital testing;
- (d) restrictions on day of admission;
- (e) peer review.

Failure to comply with the following provisions of the City's coordinated care or other cost containment program shall result in a reduction of benefits by twenty percent (20%) to a maximum of five hundred dollars (\$500):

- (a) Any and all notice requirements, including but not limited to: notice of pregnancy in the first trimester, notice of delivery within 24 hours, notice of emergency admission, and notice of scheduled admission and/or surgery;
- (b) Obtaining authorization for non-emergency or elective hospitalization, surgical procedure or continued hospital stay;
- (c) Obtaining a required second surgical opinion.

In the event of an emergency, no penalty shall be applicable provided that there is compliance with the post-treatment notification procedure.

In the event that the coordinated care or other cost containment program determines that there is not confirmation of medical necessity for a procedure, or need for inpatient treatment or additional days of stay in a hospital or other treatment facility, the employee who elects such procedure, inpatient treatment or additional days of stay shall incur a reduction of benefits by fifty percent (50%) (to a maximum of \$1,000) of the benefit to which he/she would otherwise be entitled under the medical plan. An employee who follows the procedural requirements for second surgical opinions shall not be subject to a fifty percent reduction even if he/she decides to have surgery which the second opinion recommends against.

The City shall establish an appeal procedure by which an employee may seek review of:

- (a) a decision concerning lack of medical necessity; and/or
- (b) imposition of a penalty.

ARTICLE XIX
DURATION

Section 1 - Effective Date

This Agreement shall take effect on July 1, 2016 and shall be binding on the parties upon execution of same by authorized representatives of the Association and the City of Norwalk and upon ratification by the Common Council of the City of Norwalk.

Section 2 - Retroactivity of Salary Provisions

The provisions with respect to salary only shall be retroactive as indicated in Appendix A. Other items shall take effect upon ratification by the Common Council of the City of Norwalk or operation of law except those articles specified otherwise herein. Salary provisions shall be retroactive for current employees.

Section 3 - Termination Date

This Agreement shall remain in full force and effect to and including June 30, 2020. All matters subject to collective bargaining between the parties have been covered and this Agreement may not be opened with respect to any subject matter except as expressly provided herein.

Section 4 - Negotiation of Successor

After January 15, 2020, either party may initiate negotiations for the ensuing fiscal year by giving notice to the other of its intentions to terminate this Agreement. Said notice to the other party must be given by registered mail prior to March 1, 2020. Should either party not send notice of its intent to terminate this Agreement by March 1, 2020, then negotiations shall be limited to salaries only.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

This 12th day of September, 2018.

CITY OF NORWALK

By Harry W. Rilling
Harry W. Rilling
Its Mayor duly authorized

BY Raymond Burney
Raymond Burney
Director of Personnel
and Labor Relations

NORWALK ASSISTANTS AND SUPERVISORS ASSOCIATION

By Al Palumbo
Al Palumbo
Its President, duly authorized

By Fredenic J. Milder
Negotiating Committee

**APPENDIX A-1
SALARY SCHEDULE
7/1/2016 – 6/30/2017
(2.35%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 56,588 | 58,299 | 60,016 | 61,735 | 63,449 | 65,165 | 66,883 |
| 2 | 62,244 | 64,138 | 66,028 | 67,915 | 69,805 | 71,688 | 73,579 |
| 3 | 68,470 | 70,550 | 72,619 | 74,699 | 76,766 | 78,840 | 80,920 |
| 4 | 75,312 | 77,600 | 79,881 | 82,162 | 84,448 | 86,731 | 89,013 |
| 5 | 82,844 | 85,353 | 87,865 | 90,377 | 92,886 | 95,397 | 97,906 |
| 6 | 91,131 | 93,896 | 96,653 | 99,417 | 102,179 | 104,936 | 107,704 |
| 7 | 100,243 | 103,289 | 106,327 | 109,362 | 112,406 | 115,444 | 118,484 |
| 8 | 110,266 | 113,602 | 116,949 | 120,288 | 123,629 | 126,971 | 130,308 |
| 9 | 121,296 | 124,974 | 128,653 | 132,327 | 135,842 | 139,680 | 143,360 |
| 10 | 133,427 | 137,471 | 141,515 | 145,557 | 149,606 | 153,650 | 157,697 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

**APPENDIX A-2
SALARY SCHEDULE
7/1/2017 – 12/31/2017
(1.25%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 57,295 | 59,028 | 60,766 | 62,507 | 64,242 | 65,980 | 67,719 |
| 2 | 63,022 | 64,940 | 66,853 | 68,764 | 70,678 | 72,584 | 74,499 |
| 3 | 69,326 | 71,432 | 73,527 | 75,633 | 77,726 | 79,826 | 81,932 |
| 4 | 76,253 | 78,570 | 80,880 | 83,189 | 85,504 | 87,815 | 90,126 |
| 5 | 83,880 | 86,420 | 88,963 | 91,507 | 94,047 | 96,589 | 99,130 |
| 6 | 92,270 | 95,070 | 97,861 | 100,660 | 103,456 | 106,248 | 109,050 |
| 7 | 101,496 | 104,580 | 107,656 | 110,729 | 113,811 | 116,887 | 119,965 |
| 8 | 111,644 | 115,022 | 118,411 | 121,792 | 125,174 | 128,558 | 131,937 |
| 9 | 122,812 | 126,536 | 130,261 | 133,981 | 137,540 | 141,426 | 145,152 |
| 10 | 135,095 | 139,189 | 143,284 | 147,376 | 151,476 | 155,571 | 159,668 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

**APPENDIX A-3
SALARY SCHEDULE
1/1/2018 – 6/30/2018
(1.10%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 57,925 | 59,677 | 61,434 | 63,195 | 64,949 | 66,706 | 68,464 |
| 2 | 63,715 | 65,654 | 67,588 | 69,520 | 71,455 | 73,382 | 75,318 |
| 3 | 70,089 | 72,218 | 74,336 | 76,465 | 78,581 | 80,704 | 82,833 |
| 4 | 77,092 | 79,434 | 81,770 | 84,104 | 86,445 | 88,781 | 91,117 |
| 5 | 84,803 | 87,371 | 89,942 | 92,514 | 95,082 | 97,651 | 100,220 |
| 6 | 93,285 | 96,116 | 98,937 | 101,767 | 104,594 | 107,417 | 110,250 |
| 7 | 102,612 | 105,730 | 108,840 | 111,947 | 115,063 | 118,173 | 121,285 |
| 8 | 112,872 | 116,287 | 119,714 | 123,132 | 126,551 | 129,972 | 133,388 |
| 9 | 124,163 | 127,928 | 131,694 | 135,455 | 139,053 | 142,982 | 146,749 |
| 10 | 136,581 | 140,720 | 144,860 | 148,997 | 153,142 | 157,282 | 161,424 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

**APPENDIX A-4
SALARY SCHEDULE
7/1/2018 – 12/31/2018
(1.25%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 58,649 | 60,423 | 62,202 | 63,985 | 65,761 | 67,540 | 69,320 |
| 2 | 64,511 | 66,475 | 68,433 | 70,389 | 72,348 | 74,299 | 76,259 |
| 3 | 70,965 | 73,121 | 75,265 | 77,421 | 79,563 | 81,713 | 83,868 |
| 4 | 78,056 | 80,427 | 82,792 | 85,155 | 87,526 | 89,891 | 92,256 |
| 5 | 85,863 | 88,463 | 91,066 | 93,670 | 96,271 | 98,872 | 101,473 |
| 6 | 94,451 | 97,317 | 100,174 | 103,039 | 105,901 | 108,760 | 111,628 |
| 7 | 103,895 | 107,052 | 110,201 | 113,346 | 116,501 | 119,650 | 122,801 |
| 8 | 114,283 | 117,741 | 121,210 | 124,671 | 128,133 | 131,597 | 135,055 |
| 9 | 125,715 | 129,527 | 133,340 | 137,148 | 140,791 | 144,769 | 148,583 |
| 10 | 138,288 | 142,479 | 146,671 | 150,859 | 155,056 | 159,248 | 163,442 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

**APPENDIX A-5
SALARY SCHEDULE
1/1/2019 – 6/30/2019
(1.10%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 59,294 | 61,088 | 62,886 | 64,689 | 66,484 | 68,283 | 70,083 |
| 2 | 65,221 | 67,206 | 69,186 | 71,163 | 73,144 | 75,116 | 77,098 |
| 3 | 71,746 | 73,925 | 76,093 | 78,273 | 80,438 | 82,612 | 84,791 |
| 4 | 78,915 | 81,312 | 83,703 | 86,092 | 88,489 | 90,880 | 93,271 |
| 5 | 86,807 | 89,436 | 92,068 | 94,700 | 97,330 | 99,960 | 102,589 |
| 6 | 95,490 | 98,387 | 101,276 | 104,172 | 107,066 | 109,956 | 112,856 |
| 7 | 105,038 | 108,230 | 111,413 | 114,593 | 117,783 | 120,966 | 124,152 |
| 8 | 115,540 | 119,036 | 122,543 | 126,042 | 129,542 | 133,045 | 136,541 |
| 9 | 127,098 | 130,952 | 134,807 | 138,657 | 142,340 | 146,361 | 150,217 |
| 10 | 139,809 | 144,046 | 148,284 | 152,518 | 156,762 | 161,000 | 165,240 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

**APPENDIX A-6
SALARY SCHEDULE
7/1/2019 – 12/31/2019
(1.25%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 60,035 | 61,852 | 63,672 | 65,498 | 67,315 | 69,137 | 70,959 |
| 2 | 66,036 | 68,046 | 70,051 | 72,053 | 74,058 | 76,055 | 78,062 |
| 3 | 72,643 | 74,849 | 77,044 | 79,251 | 81,443 | 83,645 | 85,851 |
| 4 | 79,901 | 82,328 | 84,749 | 87,168 | 89,595 | 92,016 | 94,437 |
| 5 | 87,892 | 90,554 | 93,219 | 95,884 | 98,547 | 101,210 | 103,871 |
| 6 | 96,684 | 99,617 | 102,542 | 105,474 | 108,404 | 111,330 | 114,267 |
| 7 | 106,351 | 109,583 | 112,806 | 116,025 | 119,255 | 122,478 | 125,704 |
| 8 | 116,984 | 120,524 | 124,075 | 127,618 | 131,161 | 134,708 | 138,248 |
| 9 | 128,687 | 132,589 | 136,492 | 140,390 | 144,119 | 148,191 | 152,095 |
| 10 | 141,557 | 145,847 | 150,138 | 154,424 | 158,722 | 163,013 | 167,306 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

**APPENDIX A-7
SALARY SCHEDULE
1/1/2020 – 6/30/2020
(1.10%)**

| GRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 60,695 | 62,532 | 64,372 | 66,218 | 68,055 | 69,898 | 71,740 |
| 2 | 66,762 | 68,795 | 70,822 | 72,846 | 74,873 | 76,892 | 78,921 |
| 3 | 73,442 | 75,672 | 77,891 | 80,123 | 82,339 | 84,565 | 86,795 |
| 4 | 80,780 | 83,234 | 85,681 | 88,127 | 90,581 | 93,028 | 95,476 |
| 5 | 88,859 | 91,550 | 94,244 | 96,939 | 99,631 | 102,323 | 105,014 |
| 6 | 97,748 | 100,713 | 103,670 | 106,634 | 109,596 | 112,555 | 115,524 |
| 7 | 107,521 | 110,788 | 114,047 | 117,301 | 120,567 | 123,825 | 127,087 |
| 8 | 118,271 | 121,850 | 125,440 | 129,022 | 132,604 | 136,190 | 139,769 |
| 9 | 130,103 | 134,047 | 137,993 | 141,934 | 145,704 | 149,821 | 153,768 |
| 10 | 143,114 | 147,451 | 151,790 | 156,123 | 160,468 | 164,806 | 169,146 |

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT PRIOR TO MARCH 11, 1997, will continue to move to the next step each July 1st until reaching top step of their respective grade.

INDIVIDUALS EMPLOYED IN THE BARGAINING UNIT ON OR AFTER MARCH 11, 1997, shall continue to move each July 1st to the next step until they reach Step 5, after which these employees' step movements to Steps 6 and 7 will occur as follows: After three years at Step 5, employees will move to step 6 on the next July 1st after this condition has occurred; after three years at Step 6, employees will move to step 7 on the following July 1st after this condition has occurred. No one shall receive more than one step movement per fiscal year. Additional years spent at Step 5 above the 3 years agreed to herein, shall not count towards years of service at Step 6. The resulting change in salary and the time in Step will be effective July 1, 2017.

APPENDIX B

SALARY GRADES AND POSITION TITLES

SALARY GRADE 3

ASSISTANT TOWN CLERK

SALARY GRADE 4

DELINQUENT TAX COLLECTOR
DISPATCH SUPERVISOR
MANAGER OF BRANCH CHILDREN'S SERVICES
PARKS SUPERVISOR
PURCHASING OFFICER
ROADS SUPERVISOR
TRAFFIC MAINTENANCE SUPERVISOR
WASTE PROGRAMS MANAGER

SALARY GRADE 5

ASSISTANT CIVIL ENGINEER
CIRCULATION SYSTEMS MANAGER
FIRE MASTER MECHANIC
FLEET SERVICES MANAGER
PERMIT ENGINEER
TRAFFIC ENGINEER

SALARY GRADE 6

ADMINISTRATIVE MANAGER
ASSISTANT TAX COLLECTOR
DIRECTOR OF LIBRARY INFORMATION SERVICES
SENIOR ENVIRONMENTAL OFFICER
SUPERINTENDENT OF PARK MAINTENANCE

SALARY GRADE 7

ADMINISTRATIVE SERVICES MANAGER
ASSISTANT ASSESSOR
ASSISTANT DIRECTOR OF MANAGEMENT & BUDGETS
ASSISTANT SUPERINTENDENT OF HIGHWAY ENGINEERING & MAINTENANCE
DEPUTY BUILDING OFFICIAL
DIRECTOR OF CHILDRENS' LIBRARY SERVICES
DIRECTOR OF ENVIRONMENTAL SERVICES
DIRECTOR OF HUMAN RELATIONS AND FAIR RENT
DIRECTOR OF LIBRARY TECHNOLOGY
DIRECTOR OF YOUTH SERVICES
HIGHWAY SUPERINTENDENT
MANAGER OF BRANCH LIBRARY
PRINCIPAL ACCOUNTANT
PURCHASING AGENT
SENIOR CIVIL ENGINEER
SUPERVISOR OF CLINICAL SERVICES
SUPERVISORY ENVIRONMENTAL ENGINEER

SALARY GRADE 8

ASSISTANT CORPORATION COUNSEL
ASSISTANT DIRECTOR OF PLANNING & ZONING
ASSISTANT LIBRARY DIRECTOR
ASSISTANT PRINCIPAL ENGINEER
BUILDING AND FACILITIES MANAGER
SUPERINTENDENT OF OPERATIONS

SALARY GRADE 9

ASSESSOR
LIBRARY DIRECTOR
OPERATIONS MANAGER
PRINCIPAL ENGINEER
TAX COLLECTOR

SALARY GRADE 10

CHIEF BUILDING OFFICIAL
COMPTROLLER
DIRECTOR OF INFORMATION TECHNOLOGY
DIRECTOR OF PLANNING & ZONING

**APPENDIX C
HEALTH BENEFITS**

CIGNA OPEN ACCESS POS MEDICAL PLAN – SUMMARY OF BENEFITS*

Open Access POS

| <i>Benefits</i> | <i>In-Network</i> | <i>Out-of-Network</i> |
|--|--------------------------|--|
| <i>Annual Deductible</i> Individual Family | None None | \$200 \$400 |
| <i>Annual Out-of-Pocket Maximum¹</i> Individual Family | None None | \$1,200 including deductible \$2,400 including deductible |
| <i>Pre-Existing Condition Limitation²</i> | No (initial group) | No (initial group) |
| <i>Lifetime Maximum</i> | Unlimited | Unlimited |

| | | |
|---|---|---|
| <i>Office Visit</i> Illness \ Injury Allergy Treatment | 100% after \$20 per visit 100% | 80%* 80%* |
| <i>Preventive Care</i> Routine Preventive Care for Children (including immunizations) Routine Preventive Care Well Woman Care (including Pap Test) | 100% , birth thru age 2 100% per visit 100% per visit | 80%* 80%* 80%* |
| <i>Independent X-Ray and Lab</i> | 100% | 80%* |
| <i>Prescription Drugs</i> Retail Generic Retail Brand Retail Non-formulary Mail Order | Participating Pharmacy 100% after \$10 per 30 day supply 100% after \$30 per 30 day supply 100% after \$45 per 30 day supply Twice copay per 90 day supply | Non Participating 80% 80% Not covered |
| <i>Emergency</i> Doctor's Office Emergency Room\Urgent Care Facility Emergency Room Ambulance | 100% after \$20 office visit copay \$25 per visit \$100 per visit 100% | 80%* <i>Care will be covered at in-network benefit level if it meets CIGNA Healthcare's definition of emergency.</i> |
| <i>Maternity</i> Initial Visit to Confirm Pregnancy Delivery \ Prenatal \ Postnatal Visits Hospital Birthing Centers | 100% after \$20 office visit copay 100%* 100% after \$100 per admission 100% after \$100 per admission | 80%* 80%* 80%* 80%* |
| <i>Hospital Inpatient³</i> Doctor Visits Outpatient Preadmission Testing | 100% after \$100 per admission 100% 100% after \$20 office visit copay | 80%* 80%* 80%* |
| <i>Outpatient Surgical Facility</i> | 100% | 80%* |
| <i>Surgery</i> Surgeon's Fees Second Opinion Consultation Non-Surgical TMJ | 100% 100% after \$ 20 office visit copay 100% after \$20 office visit copay | 80%* 80%* 80%* |

Open Access POS

Your Plan Pays

| Benefits | In-Network | Out-of-Network |
|--|---|--|
| Infertility Services⁴ Office Visit (includes tests & counseling) (\$10,000 Combined Physician and Facility Lifetime Maximum for In-vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.) Surgery Inpatient Facility Services Outpatient Surgical Facility Physician Services | 100% after \$20, copay \$100 per admission, then 100% of charges 100% 100% | 80%* 80%* 80%* 80%* |
| Family Planning Office Visit (Includes tests & counseling) Vasectomy/Tubal Ligation Performed in Physician Office Performed in Outpatient Facility Vasectomy/Tubal Ligation Reversal⁵ (\$15,000 Combined Physician and Facility Lifetime Maximum) Inpatient Facility Outpatient Facility Physician's Services | 100% after \$20, copay 100% after \$ 20 copay 100% \$100 per admission, then 100% of charges 100% 100% after \$ 20 copay | 80%* 80%* 80%* 80%* 80%* 80%* |
| Outpatient Rehabilitation⁶ Includes Physical, Speech, Occupational and Chiropractic Therapy ⁶ | \$20 per visit 45 days max./calendar year** 45 days max./calendar year** | 80%* 45 days max./calendar year** 45 days max./calendar year** |
| Special Services Skilled Nursing Facility Home Health Care Hospice - Inpatient Hospice - Outpatient | 100% 60 days max./calendar year** 100% 100% 100% | 80%* 60 days max./calendar year** 80%* 100% 100% |
| Durable Medical Equipment⁷ *\$10,000 Calendar Year Maximum | 100% | 80%* |
| External Prosthetic Appliances | 100% | 80%* |
| Mental Health, Alcohol and Drug Abuse Rehabilitation Inpatient Outpatient | \$100 per admission, then 100% of charges \$20 per visit | 80%* 80%* |
| Group Therapy | \$20 per visit | 80%* |
| Vision Care⁸ Effective 1/1/2008, vision benefits are contained are provided pursuant to Appendix D. | Effective January 1, 2008, the vision benefit will be changed to coverage outline in Exhibit 1 | Not Covered. |

- **Subject to Deductible (Refer to the next page for Service Specific Notes and Exclusions)*
- ***All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.*

Service Specific Notes:

All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.

Refer to numbered notations in Benefit Summary for cross-reference to the following notes.

1. Once the out-of-pocket maximum is reached the plan pays 100% of eligible charges for the remainder of the plan year, except for mental health and substance abuse treatment which will continue to be paid at the specified levels.
2. Coverage for the pre-existing condition is excluded until one year of being continuously insured, unless the patient is treatment free for a 90 day period. Pre-existing condition applies to any condition treated (including prescriptions) within 90 days prior to effective date.
3. All inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review. If your admission/stay is not authorized there may be a reduction or denial of coverage.
4. Infertility benefits are limited to services for testing, diagnosis, and corrective procedures. Charges for, or in connection with in-vitro fertilization, artificial insemination, or any other similar procedure are covered.
5. Charges for Vasectomy/Tubal Ligation reversal are covered.
6. Speech therapy which is not restorative in nature will not be covered.
7. **Hearing aids and replacement batteries are covered up to a \$2,000 limit within a 24 month period.**
8. Vision Care is included in the plan **through VSP. Effective 1/1/2008, see BELOW.**

Exclusions* (by way of example but not limited to):

- Services not medically necessary, except specifically outlined preventive care.
- Charges which the person is not legally required to pay.
- Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service.
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
- Experimental or investigational procedures and treatments.
- Cosmetic Surgery.
- Reports, evaluations, examinations or hospitalizations not required for health reasons such as employment or insurance examinations.

- Routine eye exams and eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery, unless vision care is specifically included in the plan(s).
- Treatment of teeth/periodontium under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth.
- Transsexual surgery and related services.
- Therapy to improve general physical condition.
- Personal or comfort items such as personal care kits, television, and telephone rental in hospitals.
- Surgical treatment for correction of refractive errors, including radial keratotomy.
- Routine foot care.
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder.
- Any injury resulting from, or in the course of, any employment for wage or profit.
- Any sickness **or injury** covered under any workers' compensation or similar law.
- Over the counter disposable or consumable supplies, including orthotic devices.
- Charges in excess of the Reasonable and Customary allowance.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries, including Connecticut General Life Insurance Company, Intracorp®, and CIGNA Behavioral Health, Inc., and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. *Copyright 1994 CIGNA Health Corporation*

*** The parties agree that any change in exclusions shall be subject to contract negotiations prior to implementation except where such exclusion is currently listed in the union contract, contained in the SPD dated August 2005, excluded under prior practice or included as a exclusion because the City is not subject to the particular state mandate.**

CIGNA PPO DENTAL PLAN – SUMMARY OF BENEFITS

| <i>Benefits</i> | <i>In-Network</i> | | <i>Out-of-Network</i> | |
|--|-------------------------------------|----------------|-------------------------------------|----------------|
| Calendar Year Maximum (Class I, II and III expenses) | \$1,500 | | \$1,500 | |
| Annual Deductible Individual Family | \$50 per person \$150 per family | | \$50 per person \$150 per family | |
| Reimbursement Levels | Based on Reduced Contracted Fees | | Based on Customary Allowances | |
| | <i>Plan Pays</i> | <i>You Pay</i> | <i>Plan Pays</i> | <i>You Pay</i> |
| Class I – Preventive & Diagnostic Care Oral Exams (Two per year) Routine Cleanings (Two per year) Full Mouth X-rays (One complete set every three years) Bitewing X-rays (Two per year) Panoramic X-ray (One every three years) Fluoride Application (One per year for Persons under 19) Sealants (Limited to posterior tooth for a person less than 14/One treatment per tooth every three years) Space Maintainers (Limited to non- Orthodontic treatment) Emergency Care to Relieve Pain Histopathologic Exams | 100% | No Charge | 100% | No Charge |
| Class II - Basic Restorative Care Fillings Root Canal Therapy Osseous Surgery Periodontal Scaling and Root Planing Denture Adjustments and Repairs Simple Extractions Oral Surgery Anesthetics | 80%* | 20%* | 80%* | 20%* |
| Class III – Major Restorative Care Crowns Dentures Bridges Repairs to Crowns and Inlays Surgical Extractions of Impacted Teeth | 50%* | 50%* | 50%* | 50%* |
| Class IV – Orthodontia Lifetime Maximum | 50%* \$2,000 | 50%* | 50%* \$2,000 | 50%* |

Pretreatment review is suggested when dental work in excess of \$200 is proposed.

All plan deductibles and maximums (dollar and occurrence) cross-accumulate between In-Network and Out-of-Network unless otherwise noted.

* *Subject to annual deductible*

CIGNA Dental PPO Exclusions and Limitations

Exclusions

Covered expenses will not include, and no payment will be made for, expenses incurred for:

- Services performed solely for cosmetic reasons;
- Replacement of a lost or stolen appliance;
- Replacement of a bridge, crown or denture within five years after the date it was originally installed unless: (a) such replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth; or (b) the bridge, crown or denture, while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- Any replacement of a bridge, crown or denture which is or can be made useable according to common dental standards;
- Procedures, appliances or restorations (except full dentures) whose main purpose is to (a) change vertical dimension; (b) diagnose or treat conditions or dysfunction of the temporomandibular joint; (c) stabilize periodontally involved teeth; or (d) restore occlusion;
- Porcelain or acrylic veneers of crowns or pontics on or replacing the upper and lower first, second or third molars;
- Bite registrations; precision or semi-precision attachments; or splinting;
- A surgical implant of any type including any prosthetic device attached to it;
- Instruction for plaque control, oral hygiene and diet;
- Dental services that do not meet common dental standards;
- Services that are deemed to be medical services;
- Services and supplies received from a hospital;
- Services for which benefits are not payable according to the “General Limitations” section.

In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

General Limitations

No payment will be made for expenses incurred for you or any one of your Dependents:

- For or in connection with an injury arising out of, or in the course of, any employment for wage or profit;
- For or in connection with a sickness which is covered under any workers’ compensation or similar law;
- For charges made by a Hospital owned or operated by or which provides care or performs services for the United States Government, if such charges are directly related to a military service connected condition;
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- For charges which the person is not legally required to pay;
- To the extent that they are more than either the applicable Contracted Fee, applicable Reasonable or Customary Charges or applicable Scheduled Amount;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid; or
- For or in connection with experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.

No payment will be made for expenses incurred by you or any one of your Dependents to the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a “no-fault” insurance law or an uninsured motorist insurance law. Connecticut General Life Insurance Company will take into account any adjustment option chosen under such part by you or any one of your Dependents.

Vision Benefit

Effective January 1, 2008

| <u>Vision Care Services</u> | <u>Member Cost</u> | <u>Out-of-Network</u> |
|--|--|-----------------------|
| Exam with Dilation as Necessary: | \$10 Copay | Up to \$35 |
| Contact Lens Fit and Follow-Up Options: | | |
| Standard* | Up to \$55 | N/A |
| Premium** | 10% off retail price | N/A |
| Frames (any available frame at provider location): | \$0 Copay, \$100 allowance for a frame plus 20% off balance over \$100 | Up to \$45 |
| Standard Plastic Lenses: | | |
| Single Vision | \$25 Copay | Up to \$25 |
| Bifocal | \$25 Copay | Up to \$40 |
| Trifocal | \$25 Copay | Up to \$55 |
| Lens Options (paid by the member): | | |
| Tint (Solid and Gradient) | \$15 | N/A |
| UV Coating | \$15 | N/A |
| Standard Scratch-Resistance | \$15 | N/A |
| Standard Polycarbonate | \$40 | N/A |
| Standard Anti-Reflective | \$45 | N/A |
| Standard Progressive (Add-on to Bifocal) | \$65 | N/A |
| Other Add-Ons and Services | 20% off retail price | N/A |
| Contact Lenses: (allowance for materials only) | | |
| Conventional | \$0 Copay, \$115 allowance, 15% discount off balance over \$115 | \$92 |
| Disposables | \$0 Copay, \$115 allowance, plus balance over \$115 | \$92 |
| Medically Necessary | \$0 Copay, Paid in full | \$200 |

Standard Contact Lens Fitting - spherical clear contact lenses in conventional wear and planned replacement (examples include but not limited to disposable, frequent replacement, etc).

**Premium Contact Lens Fitting – all lens designs, materials and specialty fittings other than Standard Contact Lenses (examples include toric, multifocal, etc.)

Plan Limitations/Exclusions:

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing
- Corrective eyewear required by an employer as a condition of employment and safety eyewear unless specifically covered under plan
- Services provided as a result of any Workers Compensation law
- Aniselmkonic lenses
- Medical and/or surgical treatment of the eye, eyes, or supporting structures
- Services or materials provided by any other group benefit providing for vision care
- Two pair of glasses in lieu of bifocals
- Certain frame brands in which the manufacturer imposes a no discount policy
- Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount)

Additional Value Added Savings:*

Members receive a 20% discount on remaining balance at participating providers. This discount does not apply to EyeMed providers professional services or disposable contact lenses. Members also receive a 40% discount on

unlimited additional eyewear purchases (complete pairs) after initial benefit has been used. After initial purchase with above benefit, replacement contact lenses may be obtained via the internet at competitive prices and mailed directly to the member. Details are available at www.evemedvisioncare.com.

Members also receive 15% off retail price or %5 off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision. Since Lasik or PRK vision correction is an elective procedure, performed by specially trained providers, this discount may not always be available from a provider in your immediate location. For a location near you and the discount authorization, please call: 1-877-5LASER6.

Benefits may not be combined with any discount, promotional offering or other group benefit plan. Allowances are one-time use benefits with no remaining balance available. Lost or broken materials are not covered.

* In the event the City elects to change carriers, the "Additional Value Added Savings" portion shall not be included as "benefits" in any change of carrier determination under Article V, Section 6.

APPENDIX D

MEDICAL PLAN SUMMARY - HDHP-HSA PLAN

Effective January 1, 2014

| | HDHP Plan | HDHP Plan |
|--|--|--|
| Eligibility | In Network | Out of Network |
| All employees except those excluded by federal law | Eligible employee, spouse and dependents to age 26 | Eligible employee, spouse and dependents to age 26 |

| | HDHP Plan | HDHP Plan |
|--|--|--|
| General Provisions | In Network Member Pays | Out of Network Member Pays |
| Co-payments | Not applicable | Not applicable |
| Deductible The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation). | \$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network) | \$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network) |
| Coinsurance | 0% after deductible (Plan pays 100% after deductible) | 20% after deductible (80% by Plan and 20% by member) |
| Maximum out-of-pocket The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation). | \$2,000 for individual per plan year \$4,000 for family per plan year | \$4,000 for individual per plan year \$8,000 for family per plan year |
| Payment Basis | Negotiated fees; no balance billing | 300% of MRC |
| Calendar Year | January 1 - December 31 | January 1 - December 31 |

| | | |
|---|---|---|
| Inpatient Hospital Services Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc. | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Outpatient Hospital Services Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc. | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Inpatient Mental Health Services | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Inpatient Substance Abuse Services | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Outpatient Mental Health and Substance Abuse | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Physician services | | |
| Medical Care (Clinical indications of illness) | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Allergy Care | | |
| Office visits Testing | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Injections | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Well Child Care (No clinical indications or history) | 0% (Plan pays 100%; deductible waived) | 20% (Plan pays 80% of MRC after deductible) |
| Adult Physical Examinations (No clinical indications or history) (Includes hearing screening) | 0% (Plan pays 100%; deductible waived) | 20% (Plan pays 80% of MRC after deductible) |
| Routine Mammography (No clinical indication or history) | 0% (Plan pays 100%; deductible waived) | 20% (Plan pays 80% of MRC after deductible) |
| Vision Screening | See Vision Plan | |
| Routine Gynecological (No clinical indication or history) | 0% (Plan pays 100%; deductible waived) | 20% (Plan pays 80% of MRC after deductible) |
| Maternity Care (Prenatal and postnatal) | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |

| | | |
|--|--|--|
| Emergency Care | | |
| Emergency Room Visits | 0% after deductible (Plan pays 100% after deductible) | 0% after deductible (Plan pays 100% after deductible) |
| Urgent Care | 0% after deductible (Plan pays 100% after deductible for medically necessary care) | 0% after deductible (Plan pays 100% after deductible for medically necessary care) |
| Walk-in Care (Walk in center or physician's office) | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Ambulance | 0% after deductible (Plan pays 100% after deductible) | 0% after deductible (Plan pays 100% after deductible) |
| Outpatient Therapy Coverage | | |
| Speech Therapy, Occupational Therapy, Physical Therapy | 0% after deductible (Plan pays 100% after deductible) Maximum of 45 visits per plan year (combined in-network and out-of-network) | 20% (Plan pays 80% of MRC after deductible) Maximum of 45 visits per plan year (combined in-network and out-of-network) |
| Chiropractic Services 45 days combine maximum per year | 0% after deductible (Plan pays 100% after deductible) Maximum of 45 visits per plan year (combined in-network and out-of-network) | 20% (Plan pays 80% of MRC after deductible) Maximum of 45 visits per plan year (combined in-network and out-of-network) |
| Labs and X-Rays | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| High Cost Diagnostic Testing (MRI, CAT, PET, CT) | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Home Health Care Maximum 16 hours per days | 0% after deductible (Plan pays 100% after deductible) Maximum of 200 days per plan year combined in-network and out-of-network | 20% (Plan pays 80% of MRC after deductible) Maximum of 200 days per plan year combined in-network and out-of-network |
| Hospice Care | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| 60 days combine maximum per year | | |
| Durable Medical Equipment and Prosthesis | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
| Vision Rider | See Vision Plan | |

| | | |
|---|--|--|
| Prescription Drug Benefits administered by Medco/ESI | 0% after deductible (Plan pays 100% after deductible) | 20% (Plan pays 80% of MRC after deductible) |
|---|--|--|

APPENDIX E

MEDICAL PLAN-STATE PARTNERSHIP 2.0

CT 2.0 Partnership - Benefit Overview

| Provision | In-Network | Out of Network | |
|--|--|---|---|
| | | Member Pays | |
| Preventive Care: <ul style="list-style-type: none"> • Exams • OBGYN • Mammogram • Colonoscopy | \$0 | 20% of UCR Amount | |
| Annual Deductible | \$350/Individual \$350/Family per member Waived for wellness compliance | \$300/Individual \$900/Family | |
| Coinsurance (after meeting deductible) | N/A | 20% of UCR | |
| Annual Out of Pocket Maximum | \$2,000/Individual \$4,000/Family | \$2,300/Individual \$4,900/Family Includes deductible | |
| Copays <ul style="list-style-type: none"> · Primary Office Visit · Specialist Office Visit · Urgent Care/Walk-in · Acupuncture (20 visits per year) · Chiropractic · Diagnostic Lab/XRays · **High Cost Testing (MRI, CAT, etc.) · Emergency Room · Inpatient Hospital · Mental Health/Substance Abuse | \$15 \$15 \$15 \$15 \$0 \$0 Prior authorization required \$35 (waived if admitted) \$0 | 20% of UCR amount 20% of UCR amount Prior authorization required \$35 (waived if admitted) 20% of UCR amount 20% of UCR amount (prior authorization may be required) 20% of UCR amount 20% of UCR amount | |
| Prescriptions Generic | Maintenance \$5 | Non-Maintenance \$5 | Targeted Chronic Conditions \$0 |

| | | | |
|--|------|------|---------|
| Preferred | \$10 | \$20 | \$5 |
| Non-Preferred | \$25 | \$35 | \$12.50 |
| Annual Out of Pocket Maximum: | | | |
| \$4,600/Individual | | | |
| \$9,200/Family | | | |
| | | | |
| Health Enhancement Program (HEP) Wellness Compliance | | | |
| Members have one full calendar year to complete HEP compliance*: | | | |
| Preventive Care | | | |
| Vision Exam | | | |
| Dental Cleanings | | | |
| Cholesterol Screening | | | |
| Mammogram | | | |
| OBGYN | | | |
| Colonoscopy | | | |
| *Age appropriate schedule | | | |
| Failure to comply results in: | | | |
| Additional \$100 per month premium | | | |
| \$350 Individual deductible | | | |

CT 2.0 Partnership - Dental Benefit Overview (\$1,500 Annual Maximum Plan)

| Provision | In/Out of Network | |
|---|--------------------------|------------------|
| Annual Deductible | \$0 | |
| Annual Maximum Plan Benefit | \$1,500 | |
| Lifetime Orthodontia Maximum Benefit | \$1,500 | |
| | | |
| | Deductible Waived | Plan Pays |
| Preventive | Yes | |
| X-rays | | 100% |
| Cleanings | | 100% |
| Oral Exam | | 100% |
| Flouride | | 100% |
| | | |
| Basic | N/A | |
| Fillings | | 80% |
| Endodontics | | 80% |
| Periodontics | | 80% |
| Simple Extractions | | 80% |
| Dentures (Repairs Only) | | 80% |
| Bridges (Repairs Only) | | 80% |
| | | |
| Major | N/A | |
| Crowns | | 67% |
| Inlays | | 67% |
| Onlays | | 67% |
| Dentures | | 67% |
| Bridges | | 67% |
| Space Maintainers | | 100% |
| Oral Surgery | | 67% |
| | | |
| Orthodontia | | |
| Braces (Adult and Child) | | 50% Child Only |

CT 2.0 Partnership - Vision Benefit Overview (through CIGNA)

| Provision | In-Network | Out of Network | Frequency |
|---|---|--|---|
| <p>Materials Copay</p> <p>Single Vision Lenses</p> <p>Bifocal Lenses</p> <p>Trifocal Lenses</p> <p>Lenticular Lenses</p> <p>Contact Lenses (Retail Allowance)</p> <p style="padding-left: 20px;">Elective</p> <p style="padding-left: 20px;">Therapeutic</p> <p>Frame (Retail Allowance)</p> | <p>\$0</p> <p>Covered in Full</p> <p>Covered in Full</p> <p>Covered in Full</p> <p>Covered in Full</p> <p>\$360 Allowance</p> <p>Covered in Full</p> <p>\$175 Allowance</p> | <p>N/A</p> <p>\$40 Allowance</p> <p>\$65 Allowance</p> <p>\$75 Allowance</p> <p>\$100 Allowance</p> <p>\$345 Allowance</p> <p>\$345 Allowance</p> <p>\$126 Allowance</p> | <p>12 Months for Lenses, Contact Lenses, and Frames</p> |
| | | | |
| <p>In-Network Benefits Include:</p> <p>One pair prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms)</p> <p>Lens Options:</p> <ul style="list-style-type: none"> ● Standard Polycarbonate: covered for < 18 years of age; min. 20% save, \$40 out-of-pocket max for adults ● Oversize lenses: covered under plan ● Rose Tints: #1 and #2: covered under plan ● Solid Tints: min 20% sav; \$15 out-of-pocket max; Gradient Tints: \$20 out-of-pocket max ● Standard photochromics: 20% save, \$78 out-of-pocket max ● Standard anti-reflective coating: min 20% save, \$45 out-of-pocket max; Standard scratch/UV coating: min 20% save, \$17 out-of-pocket max ● Progressive lenses: covered up to bifocal lens amount with 20% save on the difference ● \$81 out-of-pocket max for standard lens <p>One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance.</p> | | | |
| <p>One pair or a single purchase supply of contact lenses - in lieu of lenses and frame benefit (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including fitting and evaluation) and contact lens materials.</p> <p>Vision Network Savings Program: minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription; offered savings does not apply to contact lens materials.</p> | | | |
| | | | |

APPENDIX F

Tentative Agreement

The City of Norwalk (“City”) and the Norwalk Assistant and Supervisors Association (“NASA”) agree to the following Tentative Agreement dealing with the incorporation of the Assistant Corporation Counsel positions into the NASA bargaining unit and their terms and conditions of employment. The Tentative Agreement also resolves the pending binding interest arbitration that is docketed with the Connecticut State Board of Mediation and Arbitration (“SBMA”) as SBMA Case No. 2014-MBA-390.

1. The full-time and part-time Assistant Corporation Counsel positions will be covered by the terms and conditions of the collective bargaining agreement between the City and NASA expiring June 30, 2016 (“CBA”), except as contained in this Tentative Agreement. The hire date for purposes of benefits shall be the full-time hire date with the City. The hire date shall also be deemed the date membership in the bargaining unit commenced.
2. The parties agree that employees in the Assistant Corporation Counsel position shall be appointed for four-year terms upon approval of this Tentative Agreement as outlined in Paragraph 7. Article X, Section 4 of the CBA will apply fully to the Assistant Corporation Counsel position, except that the City will provide 30 days’ notice of any decision not to reappoint an Assistant Corporation Counsel.
3. The Assistant Corporation Counsel positions shall be slotted at Grade 8 of the CBA. Retroactive to July 1, 2014, Brian McCann will be placed at Grade 8, Step 1; Carolyn Colangelo will be placed at Grade 8, Step 1 (two-thirds of contractual salary amount); and Diane Beltz-Jacobson will be placed at Grade 8, Step 5. All Assistant Corporation Counsel positions shall continue through the salary step schedule as set forth in the CBA, except that the current part-time position shall receive two-thirds of the salary step indicated in the CBA.
4. Upon approval of this Tentative Agreement, all employees in the Assistant Corporation Counsel position will receive a one-time lump sum amount of \$2,000.00 (minus applicable withholdings).
5. The current part-time Assistant Corporation Counsel shall work twenty five (25) hours per week and shall receive the following prorated benefits based on two-third’s benefits provided: vacation, personal days, sick leave, and longevity. The date for determining longevity and other seniority-based decisions shall be the original part-time date of appointment as an Assistant Corporation Counsel. The part-time position shall be eligible to receive regular medical benefits and to participate in the defined contribution plan in accordance with the CBA. If the part-time position becomes vacant prior to a new CBA and is filled by a new part-time employee, that employee shall work 25 hours per week and be slotted for the same salary and benefits at two-thirds of Grade 8, Step 1.

6. The City may assign bargaining unit work to parties and/or attorneys outside of the bargaining unit, provided that such assignment of work outside of the unit shall not be the basis for reducing the number of represented positions with the Corporation Counsel's office.

7. This Tentative Agreement is subject to approval of the Common Council to the extent required by Connecticut General Statutes § 7-474, et seq.

City of Norwalk

Date

NASA

Date