

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*  
**The Town of Hamden**  
*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
**Local 424 Unit 36**  
**Parks and Recreation**

July 1, 2017 - June 30, 2023

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THIS AGREEMENT effective July 1, 2017 by and between the Town of Hamden, Connecticut, hereinafter referred to as the Town, and Parks and Recreation, Local 424, Unit 36 of United Public Service Employees Union, hereinafter referred to as the Union.

## **WITNESSETH**

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

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

### **ARTICLE 1** **RECOGNITION**

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

1.2 The term "Employee" as used in this Agreement shall mean and include all employees working twenty (20) hours or more per week including the Recreation Supervisors and excluding the Director of Public Works and Parks, Director of Arts, Recreation and Culture the Superintendent of Program, and Park Foreman, casual and seasonal employees, and other positions as may be excluded under the M.E.R.A.

1.3 Nothing herein shall be construed to preclude the Union from retaining Counsel to assist in negotiations and collective bargaining, or to prevent Counsel from attending any hearings or meetings dealing with grievances or any of the terms of this Agreement. Nothing herein shall prevent a grievant from retaining Counsel of choice (at his own expense) at grievance or arbitration hearings.

### **ARTICLE 2** **NON-DISCRIMINATION**

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

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

### **ARTICLE 3**

#### **UNION SECURITY**

3.1 During the term of this Agreement or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of this contract or from the date of their employment by the Town, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union or in lieu of Union membership, pay to the Union a service fee equivalent to the amount uniformly required of its members.

3.2 The Town agrees to deduct from the pay of all its employees who authorize such deductions from their wages, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement or any extension thereof. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make such deduction(s). This statement is to be accepted by the Town.

3.3 The deduction of Union fees and dues or service fees for any month will be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the 3rd Thursday of the following month. The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made.

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

### **ARTICLE 4**

#### **HOURS OF WORK**

4.1 SECRETARIES - The normal work week for office personnel shall consist of thirty-five (35) hours per week, seven (7) hours per day, Monday through Friday, 8:30 a.m. to 4:30 p.m.

4.2 MAINTENANCE PERSONNEL – The normal work week for maintenance personnel shall consist of forty (40) hours per week, eight (8) hours per day, 7:00 a.m. to 3:30 p.m., Monday through Friday.

4.3 RECREATION SUPERVISORS - The normal work week for Recreation Supervisors shall consist of forty (40) hours, with base office hours from 8:30 to 4:30 with one hour unpaid for lunch. All overtime work must be documented. Overtime exceeding five hours per week must be approved by the Director of Public Works or the Director of Arts, Recreation and Culture. Effective 7/1/11, Recreation Supervisors hired before 7/1/08 shall be paid for overtime hours worked in excess of their normal forty (40) hour work week with the prior approval of the Director of Arts, Recreation, & Culture. Any Recreation Supervisor hired or promoted to the position of Recreation Supervisor on or after 7/1/08 shall work a regular work week of forty (40)

hours and be paid for actual overtime worked with the prior approval of the Director of Arts, Recreation, & Culture.

**4.4** Whenever an employee works in excess of eight hours in any one day, or in excess of forty (40) hours in any one week, he/she shall be paid for such overtime work at a rate of one and one-half times his hourly rate. Provided, however, that every employee shall be compensated at the rate of one and one-half times their hourly rate for all hours worked on Saturdays. All unscheduled work performed on Sundays shall be compensated at double time. However, the foregoing provision relating to Saturdays and Sundays will not apply to an employee whose regularly assigned work week has been established at variance with the provisions hereof, and such work week regularly included Saturday or Sunday duty.

**4.5** Employees whose normal work week is thirty-five (35) hours shall be paid one and one-half times the hourly rate for all hours worked in excess of the normal work schedule.

**4.6** An employee who is recalled to work after the conclusion of his normal work day and after having left his/her place of employment, shall be compensated at an overtime rate for the actual number of hours worked in excess of his normal work day, or for a minimum of four (4) hours, whichever is greater. Employees required to work Saturdays, Sundays and Holidays shall receive a minimum of four (4) hours compensation. Employees shall be allowed to complete their regular work schedule regardless of his recall hours.

**4.7** The Town and the Union agree that, to the greatest extent reasonably possible, available overtime work should be distributed evenly among employees regularly engaged in the particular kind of duties requiring overtime work. Accordingly, the Director will cause to have prepared rosters of the employees, designated by the types of duty to which they usually are assigned, and the overtime work will be distributed in rotation among the employees on such rosters within a given classification. Employees declining overtime work except with good reason when in rotation, when next in line will not be eligible for such overtime work until all others on such roster shall have first had an opportunity for such overtime. Determination of "good reason" as used in the preceding sentence shall be in the discretion of the Director, and the Union may meet the Director to review any situation in which it may be believed that such discretion, has been unfairly exercised. The parties recognize that emergencies arise from the nature of the mission of the Parks and Recreation Department, and that an occasional departure from the policy expressed in this Article may occur, but the parties represent that they will use their best efforts to adhere as closely as possible to this expressed policy of equal distribution of available overtime work.

**4.8** No part-time employee shall be offered overtime work until all full-time employees have been provided with an opportunity to accept such work, excluding Brooksvale work.

**4.9** No employee outside a classification appropriate to the work needed to be performed shall be recalled from home for overtime work until all employees inside such classification have been provided an opportunity to accept such work.

**4.10** The Town shall continue the present practice concerning "coffee breaks," except that there will be no afternoon coffee break for maintainers.

4.11 For the purposes of determining the number of hours an employee has worked during any week, the employee shall be credited with the number of hours in a normal workday for any holiday which occurs Monday through Friday inclusive of any week, and for any day upon which an employee is on any leave authorized by this Agreement.

4.12 Employment with the Town shall be each employee's primary vocation and preemptive responsibility, and each employee shall be available and shall report for the hours and days of work as required by this Agreement, except for illness or disabling injury on or off the job, or except for any other bona fide reason consistent with this Agreement.

4.13 There shall be no pyramiding of any overtime pay rate under this Article for the same hours worked. Where one or more overtime pay rate is payable, the single higher rate shall be paid.

4.14 The Town may in its discretion assign Maintainers to clean Basset Park from May 1 through July 15. Such work assigned outside their regular work schedule will be paid at time and one-half the regular hourly rate.

4.15 An employee may take one training day per year upon the Director's prior approval.

4.16 Ice Rink Re-Opener The Town and the Union agree to reopen negotiations to discuss Ice Rink hours of work if the Town assumes operational control of the Ice Rink.

## **ARTICLE 5** **HOLIDAYS**

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

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

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

5.3 In the event an employee does not work on any of the aforementioned holidays, he shall receive compensation for said holidays at straight time.

5.4 Employees recalled to work on Christmas Eve and New Year's Eve, working beyond the

hour of 5:00 p.m. shall be paid the "Holiday rate" as above specified herein.

**5.5** When an employee works on any of the aforesaid holidays, he/she shall receive his/her regular straight time rate for the holiday and shall be paid for the actual hours worked at a rate twice his/her straight time rate.

**5.6** A holiday observed while an employee is on vacation entitles such employee to one additional day of vacation time with pay.

**5.7** Holidays falling on Sunday shall be celebrated on the following Monday, and holidays falling on Saturday shall be celebrated on the preceding day.

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

## **ARTICLE 6**

### **WAGES**

**6.1** Effective and retroactive to July 1, 2017, hourly wage rates shall be increased by two point two five percent (2.25%).

**6.2** Effective July 1, 2018, hourly wage rates shall be increased by two percent (2%).

**6.3** Effective July 1, 2019, hourly wage rates shall be increased by two point five percent (2.5%).

**6.4** Effective July 1, 2020, hourly wage rates shall be increased by two point two five percent (2.25%).

**6.5** Effective July 1, 2021, hourly wage rates shall be increased by two point two five percent (2.25%).

**6.6** Effective July 1, 2022, hourly wage rates shall be increased by two point five percent (2.5%).

**6.7** Employees shall be paid in accordance with the attached Wage Schedules in Appendix A.

**6.8** Salary Scale-A consists of one (1) range with an entry level and four (4) incremental steps. Salary Scale-A represent the annual salary for an individual scheduled to work 1,820 hours per annum. When necessary, an hourly rate will be determined by dividing the annual rate by 1,820 hours (yearly salary).

**6.9** Salary Scale-B consist of four (4) ranges, each with an entry level and two (2) incremental steps or four (4) incremental steps depending on the range. Salary Scale-B represents the annual salary for an employee scheduled to work 2,080 hours per annum (with the exception of Recreation Supervisors.

**6.10** Employees shall progress each year on their anniversary date to the next step, until they reach the maximum step.

**6.11** New employees shall commence employment at the Entry Level rate, and shall automatically progress a step each year upon their anniversary date. The Town, at the discretion of the Personnel Director, may engage new employees at any step within a range with the understanding that any employees within that range must immediately receive no less than the new employee. In no event shall any employee receive a higher rate than the maximum except as wherein provided.

**6.12** Individuals promoted to a higher classification will be placed at a step in the new range next higher in salary than the one they vacate which shall represent a minimum of at least five percent (5%). No employee shall receive a reduction in pay as a result of their promotion.

**6.13** If any employee is temporarily assigned to do a type of work that is not within his classification, said employee shall be paid thereafter, while so working in such calendar year, at the base hourly rate paid to an employee normally assigned to such work within that classification at the higher rate.

**6.14** All maintenance employees are required, during emergencies and snow storms to be available for such emergency duty. In consideration of being available, employees shall be compensated at the Storm and Emergency Standby Rate (below). At the discretion of the Director, any employee who fails to report for storm duty within a reasonable time after being notified, taking into account the weather conditions then prevailing, shall not be entitled to receive said weekly sum. It is understood and agreed that the Director will take into consideration evidence from the employee of good cause for failure to respond provided the same is not chronic. The Storm and Emergency Standby Rate shall be as follows:

Effective July 1, 2017, \$71.00.

Effective July 1, 2018, \$77.00.

Effective July 1, 2019, \$83.00

**6.15** Town shall pay fees of Connecticut Parks and Recreations Association for Supervisors.

## **ARTICLE 7** **LONGEVITY**

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



After 5 years of service	\$595.00
After 6 years of service	\$620.00
After 7 years of service	\$645.00
After 8 years of service	\$680.00
After 9 years of service	\$695.00
After 10 years of service	\$720.00
After 11 years of service	\$745.00
After 12 years of service	\$760.00
After 13 years of service	\$795.00
After 14 years of service	\$820.00
After 15 years of service	\$845.00
After 16 years of service	\$870.00
After 17 years of service	\$895.00
After 18 years of service	\$920.00
After 19 years of service	\$970.00
After 20 years of service	\$1,020.00

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

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

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

## **ARTICLE 8**

### **SICK LEAVE**

**8.1** Every permanent employee hired prior to July 1, 2017 shall be entitled, after six months employment, to one and one-half days of sick leave, with full pay, for each month or fraction thereof of employment with the Parks and Recreation Department. This provision is not intended to retroactively apply to employees hired on or after July 1, 2015. Sick leave shall be cumulative to a total of one hundred and fifty (150) days. As used herein, the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his regular rate of pay.

Effective July 1, 2017, new-hire permanent employees shall be entitled, after six months of employment, to one and one-quarter days sick leave, with full pay, for each month or fraction thereof of employment.

**8.2** An employee's absence from work shall be authorized with the meaning of this Article

and shall qualify him for sick leave is it is due to:

- A. Illness, incapacity or injury of the employee not arising from his intentional act: on request substantiation of illness by a doctor's certificate must be furnished by the employee.
- B. Illness, incapacity or injury to a member of the employee's immediate family, residing in the employee's household, that requires the employee's personal attendance, provided however, that in the event such absence shall extend beyond two (2) days, the Town may require proof of same, and provided further that the employee's spouse is in no way available for said attendance. It is understood and agreed that this clause is intended to cover that situation where a member of the employee's household is ill and there is no other family member available to care for said sick individual. At the discretion of the Director and the Personnel Director, the employee may be granted sick leave to care for a member of his family who does not reside in his household.

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

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

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

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

**8.7** Where an employee covered hereunder has not and does not qualify to be covered by the pension plan of the Town and for the purposes of this Agreement, retirement shall be available to such employee if she or he has completed ten (10) years of continuous service and has met the definition of normal retirement as set forth in the Federal Social Security Act as it is presently written. For employees first hired after July 1, 1981, fifteen (15) years is required.

**8.8** An employee may, on no more than four (4) occasions during each year of this Agreement, be absent from duty, without losing pay, and without affecting his/her sick leave accumulation, in order to keep medical, optical or dental appointments, when such appointments cannot be made after normal working hours; provided that such authorized absence shall not commence prior to 2 p.m., unless otherwise approved by the Director or his designate. Once an employee has utilized the maximum number of occasions (four), the employee shall charge the

time to sick leave.

**8.9** The Town shall pay to the estate of an employee his/her accumulated sick leave in accordance with Section 8.6 above within one (1) month of the employee's death.

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

## **ARTICLE 9**

### **BEREAVEMENT LEAVE**

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

**9.2** In the event of death of a spouse, child, mother or father, said employee shall be granted five (5) days funeral leave with pay.

## **ARTICLE 10**

### **CHILDBEARING LEAVE**

**10.1** An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

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

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

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

## **ARTICLE 11**

### **WORKERS' COMPENSATION**

**11.1** The Town will supplement the difference in Workers' Compensation and the employee's regular pay up to the maximum of 80% of the employee's regular pay for a period of eighteen (18) months from Maximum Medical Improvement or date of injury, whichever occurs first to

the extent that the Workers' Compensation rate is equal to or less than 80% of the employee's regular pay. The employee's dependent allowance will not be included as part of the 80% calculation.

## **ARTICLE 12**

### **JURY DUTY**

**12.1** Any employee within the Union required to serve on jury duty shall be given a leave of absence for jury service time. Provided the rate paid for such jury duty is less than the employee's regular rate, the Town will pay the difference. It is understood that if excused from jury duty not later than 12:30 p.m., he shall return to his/her regular job with the Town, and the payment of difference in wages by the Town shall not pertain when so working.

## **ARTICLE 13**

### **PERSONAL LEAVE DAYS**

**13.1** Each employee shall be entitled to three (3) days personal leave without loss of pay, during each fiscal year. Such personal leave shall not be added to any other form of authorized leave, and may be subject to scheduling by the Head of the Department so as to maintain operations. Any employee claiming personal leave shall give advance notice to the Head of the Department, except in the event of sudden emergency.

**13.2** Any employee hired prior to April 1st, shall receive one (1) personal leave day for that fiscal year. Any employee hired between April 1st and June 30th shall not be entitled to any personal leave for the remainder of that fiscal year. On July 1st such employees shall receive personal leave in accordance with Section 13.1 herein.

## **ARTICLE 14**

### **VACATIONS**

**14.1** Regular full-time employees hired before July 1, 2017, shall accrue vacation according to the following schedule:

After 6 months	5 days
After 1 year	10 days
After 2 years	10 days
After 3 years	10 days
After 4 years	10 days
After 5 years	12 days
After 6 years	13 days
After 7 years	14 days
After 8 years	15 days
After 9 years	16 days
After 10 years	18 days
After 11 years	19 days

After 12 years	20 days
After 13 years	21 days
After 14 years	22 days
After 15 years	23 days
After 16 years	24 days
After 17 years	25 days

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

After 6 months	5 days
After 1 year	10 days
After 10 years	15 days
After 20 years	20 days

**14.3** An employee may be permitted to take his vacation time in consecutive weeks, in single weeks, or to break the total vacation entitlement down into periods of less than one week. The employee and the Department Head shall work out an agreement as to vacation scheduling subject to provisions of seniority.

**14.4** Vacations may not be accumulated from year to year unless written approval is granted by the Mayor upon applications by the Department Head. Not more than ten (10) days vacation time may be taken at any one time unless an employee obtains the approval of his Department Head.

**14.5** The Town will pay to the estate of an employee his/her accrued vacation time within one (1) month of the employee's death.

## **ARTICLE 15** **SENIORITY**

**15.1** The length of continuous service of the employee shall determine the seniority of the employee.

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

**15.3** The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent to him by registered mail, to his last known post office address. If such laid off employee fails to report to work, he/she shall lose all rights of seniority, unless he is temporarily physically incapacitated, or is employed

elsewhere, in which case he must notify the Town in writing within five (5) days after the receipt of the notice to return that he/she will report for work as quickly as his health or temporary employment will permit. Failure to be able to report to work for physical or any other reasons within one (1) month of the date of the Town's "call to report to work" shall result in the employee's forfeiting all rights to be re-employed. The right of seniority in re-employment shall be for two (2) years from date of employee's layoff.

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

**15.5** In cases of promotion to a higher classification, present employees who are qualified shall be preferred by seniority, and over an applicant not now employed by the Town.

**15.5A.** If an employee fails to qualify for the higher classification in this or any other bargaining unit during the employee's probationary period the employee shall be entitled to return to his her old position at the employee's previous rate of pay including any increases in effect prior to the trial period without loss of seniority.

**15.6** An employee changing from temporary to permanent status with no break in employment will be credited with time of temporary employment in all matters of seniority with the exception of pension.

**15.7** In the event of a reduction of the workforce for any reason, the following procedures shall be followed by classification of occupational groups. For the purposes of this section, the three (3) occupational groups shall be:

Clerical  
Maintenance  
Recreation

1. All temporary or part-time employees within the jurisdiction and/or supervision of that occupation;
2. All full-time seasonal employees within the jurisdiction and/or supervision of that occupation;
3. All probationary employees as above of that occupation;
4. All full-time employees in accordance with their seniority within the occupational groups; and
5. The principle of seniority shall prevail in that senior employees may bump laterally or downward within occupational groups.

**15.7A.** The principle of seniority shall prevail in the scheduling of vacations subject to the further provisions set forth herein under the Vacation Article.

**15.8** The duties and responsibilities of positions existing on the effective date of this Agreement shall be attached hereto. The Town agrees to negotiate the impact, if any, of changes

to a job description.

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

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

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

Local 431 of Council#4, Hamden Board of Education  
Local 1303-115 of Council#4, Hamden Library Employees  
Local 2863 of Council#4, Hamden Town Hall Employees and Crossing Guards  
UPSEU, Local 424, Unit #23, Hamden Supervisors  
UPSEU, Local 424, Unit #1, Hamden Public Works  
UPSEU, Local 424, Unit #63, Hamden Civilian Dispatchers

**15.12** Summer seasonal employees shall normally work not more than 120 days. If the Town notifies the Union prior to the expiration of the 120 days, an extension will be allowed, but under no circumstances will the total time (120 days plus extension) be more than 150 days.

**15.13A** Supervisors outside the bargaining unit shall not perform work performed by employees covered by this Agreement except for the purpose of training new employees or new methods.

**15.13B** Non-bargaining unit people shall not do bargaining unit work.

## **ARTICLE 16**

### **UNION REPRESENTATION**

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

**16.2** A written list of the Negotiating Committee members, Officers and Union Stewards shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any changes.

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

**16.4** Two officers and/or stewards of the Union, and necessary witnesses required to attend any grievance or arbitration hearing shall suffer no loss of pay for such attendance.

**16.5** Five members of the Union designated as the Negotiating Committee shall suffer no loss of pay for time spent in contract negotiations. These five members of the negotiating committee shall consist of the President and Vice-President of the bargaining unit, in addition to one Maintainer, one Secretary and one Recreation Supervisor.

**16.6** No more than two (2) members of the Union shall suffer no loss of pay for attendance at State Conventions and conferences of UPSEU and International Conventions of UPSEU without a loss of pay.

## **ARTICLE 17**

### **DISCHARGE AND DISCIPLINE**

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

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

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

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

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

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

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

**18.3** Within seven (7) working days after receipt of grievance, the Mayor or designee shall



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

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

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

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

Susan Halperin  
Louis Pittocco

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

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

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

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

**18.7** If at any step the alleged aggrieved employee, or the Union, fails to act within the prescribed time schedule, the grievance shall be considered as having been denied without

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

## **ARTICLE 19**

### **BULLETIN BOARDS**

**19.1** The Town shall continue to maintain bulletin boards as is the current practice for the use of the Union.

## **ARTICLE 20**

### **ALTERATION OF AGREEMENT**

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

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

## **ARTICLE 21**

### **SAVINGS CLAUSE**

**21.1** In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

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

## **ARTICLE 22**

### **VISITATION**

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

## **ARTICLE 23**

### **CLOTHING ALLOWANCE**

**23.1** Each employee shall report to work properly clothed according to the weather, season and needs and dangers of his or her duties.

**23.2** Maintainer II's, Maintainer III's, Mechanics, Carpenters, Painters and any employee that

falls under this general category although a different classification shall receive, on or before August 1 of each year during the term hereof, a work clothing allowance and safety shoes in the amount of \$400.00, with an increase to \$450.00 as of July 1, 2019. In addition, the Town will provide one set of rain gear, four pairs of gloves and one pair of overshoe boots. No clothing allowance shall be payable until after one year's continuous employment. An employee on leave of absence or pre-retirement leave shall not be entitled to payment of the clothing allowance.

**23.3** The employee is to properly maintain said items and in order to have the same replaced must turn in to the Director or his representative the damaged or ruined item.

**23.4** The Town will reimburse an employee covered hereunder for loss or damage to personal property items, at depreciated value, to a maximum of \$100.00 per item, if said loss or damage is proved by the employee to have occurred during and in the course of his/her employment and is not due to his/her negligence or willful act. This provision shall not apply to non-prescription sun glasses and clothing.

**23.5** Bulldozers, pay loaders and tractors utilized all year round shall be weatherproofed and equipped with heaters and windshield wipers.

## **ARTICLE 24**

### **NO STRIKE CLAUSE**

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

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

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

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

## **ARTICLE 25**

### **MEAL ALLOWANCE**

**25.1** Each employee who is required to work before or after his normal work hours, or who is recalled to work after his normal work hours, shall effective 7/1/17 be entitled to the following meal allowance:

- a. \$7.50 for breakfast, if under the circumstances, the employee is working between the hours of 5:00 a.m. to 8:00 a.m.
- b. \$8.50 for lunch if the employee has reported to work during such hours as to qualify for above set forth breakfast allowance, and continues to work beyond the hour of 2:00 p.m.
- c. \$10.50 for supper, if under the above circumstances, the employee is working beyond 5:00 p.m. and between the hours of 7:00 p.m. and 12 midnight. It is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until he is working between the hours of 7:00 a.m. and 8:00 a.m.

Effective July 1, 2018, each of the above meal allowances shall be increased by \$2.00 and be:

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

**25.2** Each employee who is required to work on Saturdays and Sundays on a regularly scheduled day off, shall effective 7/1/17 be entitled to the following meal allowance:

- a. \$7.50 for breakfast, if under the circumstances, he is working between the hours of 5:00 a.m. to 8:00 a.m.
- b. \$8.50 for lunch if the employee has reported to work during such hours as to qualify for above set forth breakfast allowance, and continues to work beyond the hour of 2:00 p.m.
- c. \$10.50 for supper, if under the above circumstances, he is working beyond 5:00 p.m. and between the hours of 7:00 p.m. and 12 midnight. It is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until he is working between the hours of 5:00 a.m. and 8:00 a.m.

Effective July 1, 2018, each of the above meal allowances shall be increased by \$2.00 and be:

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- b. \$10.50 for lunch if the employee has reported to work during such hours as to qualify for above set forth breakfast allowance, and continues to work beyond the hour of 2:00 p.m.

- c. \$12.50 for supper, if under the above circumstances, he is working beyond 5:00 p.m. and between the hours of 7:00 p.m. and 12 midnight. It is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until he is working between the hours of 5:00 a.m. and 8:00 a.m.

**25.3** The Town shall pay the employees monies for same, which monies will be included within their paychecks and “earmarked” as same.

**25.4** The foregoing provisions for meal allowances shall not apply to scheduled overtime periods of work of which the employee had at least 24 hour advance notice.

## **ARTICLE 26**

### **MISCELLANEOUS**

**26.1** Upon request, and within reason, the Town Department Head shall meet with a Union Committee for the purpose of communicating to the Department Head, matters of concern to the members of the Union.

**26.2** Any employee who believes that a piece of equipment to which he/she has been assigned is not in safe operating condition or is unsafe or unhealthy to employees, or the area in which he/she is assigned to work is unsafe or unhealthy to employees, may refuse to use such piece of equipment, or refuse to work in the unsafe or unhealthy area, until it has been inspected by the Department Head, or his/her designee, who shall determine the condition of the piece of equipment or unsafe, unhealthy condition. Any employee who believes that his/her work assignment involves exposure to unsafe or unhealthy conditions contrary to generally accepted standards shall have the right to confer with the Department Head within a reasonable time with a view to minimize wherever possible such exposure.

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

**26.3.1 Snow Plowing** The parties agree that one (1) person may be assigned to all snow operations including aprons and mailboxes, as long as a working radio is included in the vehicle. Two (2) people shall continue in all snow plowing operations where shoveling and snow blowers, e.g. sidewalks and stairs, are required.

**26.4 Merger Re-Opener** The Town and the Union agree to reopen negotiations to discuss the merger of the Parks and Recreation Department and Public Works Department bargaining units, provided that the Union also agrees to such re-opener language on behalf of the Public Works Department unit. The parties further agree that the issue of the merger of these two units shall not be submitted to interest arbitration.

## **ARTICLE 27**

### **INSURANCE**

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

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

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

#### **Century Preferred PPO Plan**

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

#### **Comp Mix PPO Plan\***

Effective July 1, 2013:	6% employee cost share with \$2600 cap
Effective July 1, 2014:	8% employee cost share with \$2600 cap
Effective July 1, 2015:	10% employee cost share with \$2600 cap
Effective July 1, 2016:	11% employee cost share with \$2900 cap

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

#### **A. Employee Cost Share:**

1. Effective July 1, 2018, employees shall pay eleven percent (11%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,200.
2. Effective July 1, 2019, employees shall pay eleven and a half percent (11.5%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,400.

3. Effective July 1, 2020, employees shall pay twelve percent (12%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,600.

4. Effective July 1, 2021, employees shall pay twelve and a half percent (12.5%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$3,800.

5. Effective July 1, 2022, employees shall pay thirteen percent (13%) of the allocation or self-insured equivalent rates through pretax payroll deductions. The maximum payment cap will not exceed \$4,000.

**B. Deductible Funding:**

1. For fiscal year (July 1, 2018) 2018 – 2019, the Town will contribute seventy-five percent (75%) of the deductible.

2. For fiscal year (July 1, 2019) 2019 – 2020, the Town will contribute sixty-five percent (65%) of the deductible.

3. For fiscal year (July 1, 2020) 2020 – 2021, the Town will contribute fifty percent (50%) of the deductible.

4. For fiscal year (July 1, 2021) 2021 – 2022, the Town will contribute fifty percent (50%) of the deductible.

5. For fiscal year (July 1, 2022) 2022 – 2023, the Town will contribute fifty percent (50%) of the deductible.

**C. HSA Plan Design and Employer Deductible Funding:**

1. Deductibles: Single-coverage \$2,000, Two-Person & Family \$4000 (Deductible to be inclusive of in-network, out-of-network and prescription expenses.)

2. Coinsurance for in network services will be 100%. Coinsurance for Out-of-Network of 80%. Out of pocket reasonable and customary shall be the equivalent of 90% of R&C or 275% of Medicare Reimbursable Cost. Anthem's in network fee schedule shall not be used to determine out of network reimbursement payments.

3. Out-of Pocket Maximum of Single-coverage of \$2,000, Two-Person and Family coverage \$4,000 in network. For out of network coverage single coverage of \$4000, Two-Person & Family coverage of \$8000. (Deductible to be inclusive of in-network, out-of-network, coinsurance and prescription expenses.)

4. The Town shall provide a PPO or HDHP HRA option for members ineligible to have a health savings account funded due to military service or other legal or IRS

regulation exclusion. Such PPO or HDHP HRA option will be at the same HDHP coverage type and cost share as active employees enrolled in the HDHP-HSA.

5. Employees enrolled in the HRA will have any unused amount in their HRA account eligible for roll over from year to year to the fullest extent allowed by IRS.

6. The High Deductible Health Plan (called a HSA Plan) shall include the same level of benefits and coverage as PPO plan in place prior to this new agreement.

7. Vision benefits will be included which are equal to or better than the rider in place prior to this agreement.

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

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

**27.2** A rider covering dependent children up to age 26.

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

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

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

Retirees shall have Medicare as their primary insurance upon qualifying for Medicare.

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



Town expense the maximum amount of Major Medical Insurance as in effect, and subject to the same terms and conditions, as provided to active employees.

- B. Upon retirement, employees hired on or after July 1, 2000, shall be required to pay the same co-pay as when they were active employees, whereas employees already on the payroll on or before June 30, 2000, will not be required to contribute to retiree medical insurance. Employees enrolled in the HDHP HSA plan at retirement will have the cost share rate and cost share cap locked in as of the date of retirement. Employees enrolled in the HDHP HSA plan at retirement will have the funding deductible locked at fifty percent (50%) notwithstanding the date of retirement.
- C. Effective June 30, 2013, all employees who retire from the Town of Hamden under the Town's Employment Retirement Plan or under CMERS, shall make the same premium contribution toward health insurance as active employees, capped at the dollar amount paid when they retire. Employees enrolled in the HDHP HSA plan at retirement will have the cost share rate, cost share cap, and employer deductible funding locked in as of the date of retirement. Employees enrolled in the HDHP HSA plan at retirement will have the funding deductible locked at fifty percent (50%) notwithstanding the date of retirement.
- D. Spouse coverage will only be provided to the spouse of employee at the time of retirement. If an employee remarries after his/her retirement, the new spouse will not be eligible for health insurance benefits through the Town.
- E. All retirees who are Medicare eligible shall enroll in a Medicare Supplemental Plan F plan with a PDP Rider offered by the Town. The retiree cost share will be 5% of the total cost of the Medicare Supplemental Plan F and PDP Rider.

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

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

- A. An employee who completely drops Town-sponsored health insurance benefits shall be paid One Thousand Five Hundred Dollars (\$1,500.00) per year, as provided herein, regardless of the specific plan or the number of persons covered under the health insurance that the employee dropped.
- B. One-quarter of the \$1,500.00 amount (that is, \$375.00) will be paid 15 days after the end of each fiscal quarter for which the plan is canceled, with such payments pro-rated when the cancellation is effective for only a portion of said fiscal quarter. Payments will be made on October 15, January 15, April 15 and July 15.

- C. Employees wishing to take advantage of this option must fill out any paperwork required to drop coverage from their health plan and also fill out the "Health Benefit Opt-Out Form" (available in the Personnel Office) and also must provide written evidence to the Personnel Department of health insurance coverage under another plan.
- D. Current employees who are eligible but not now on a Town-sponsored health insurance plan may qualify for this incentive by filling out the "Health Benefit Opt-Out Form" and presenting it to the Personnel Department together with proof of coverage by another health insurance plan.
- E. New employees who are eligible for Town coverage but choose not to enroll in it may qualify for this incentive by filling out the "Health Benefit Opt-Out Form" and presenting it to the Personnel Department together with proof of coverage by another health insurance plan.
- F. Employees who opt out of Town-sponsored health insurance and then lose coverage under their other plan may enroll in a Town plan subject to the rules of that plan, including open enrollment periods and the restriction that employees can enroll in such plans only as of the first day of a month.

## **ARTICLE 28**

### **TRAINING**

**28.1** The Town will make every reasonable effort to establish an on-the-job training program from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. Said training may be given to presently qualified employees of the Town.

## **ARTICLE 29**

### **TRANSPORTATION ALLOWANCE**

**29.1** Effective upon signing, each employee covered hereunder who, at the direction of his Department Head, is required to use his/her automobile for Town purposes and in the course of his/her employment, shall be reimbursed at the applicable mileage rate then prescribed by the Internal Revenue Service." Mileage logs shall be submitted no later than the 10th of the month for reimbursement for the preceding month.

**29.2** The Town agrees that if, during the duration of this Agreement, the Town agrees to pay a greater mileage allowance to any other bargaining unit, this Union shall have the right to reopen for further negotiations, the subject of mileage allowance.

**29.3** The parties agree that if during the duration of this Agreement a system of gasoline rationing is placed in force affecting the Town and its employees, the parties will negotiate an equitable system for gasoline procurement for private vehicles directed to be used pursuant to Town business.

**ARTICLE 30**  
**STATUS OF RECALLED LAID-OFF EMPLOYEES**

**30.1** Prior accrued benefits will be restored to a laid-off employee if he or she is called back and returns to his or her former position with the Town, within a two year period from the date of lay off:

- a) Longevity will be computed on actual time worked.
- b) There will be no accumulation of sick leave for the lay-off period.
- c) Vacations will be computed on the basis of actual time worked (not including the layoff period).
- d) Seniority will also be computed on the basis of actual time worked.
- e) There will be no wages due the employee for the lay-off period.
- f) The employee will return to work at the rate of pay prevailing at the time of lay-offs plus any across the board increases granted by reason of contract negotiations in the interim.

**ARTICLE 31**  
**VACANCIES**

**31.1** The Town will make every reasonable effort to fill all budgeted vacancies within ninety (90) days of their occurrences. To do so the Town agrees to start the process within twenty (20) working days of the vacancy occurring and to choose the applicant within twenty (20) working days of establishment of the eligibility list by the Civil Service Commission.

**ARTICLE 32**  
**RESIDENCY**

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

**ARTICLE 33**  
**EDUCATION ALLOWANCE**

**33.1** Each employee shall be eligible for tuition reimbursement up to a maximum of \$300.00 per semester per contract year after the successful completion of graduate or undergraduate courses or programs at a recognized college or university directly related to the position the employee holds with the Town. Reimbursement will be made upon the employee providing evidence of satisfactory completion of the approved course and a receipt for the tuition paid. In addition, if approved by the Director on a case-by-case basis, the Town agrees to reimburse each employee for any job related license, training, and/or professional organization membership fee(s) and subsequent renewal fees incurred.

**ARTICLE 34**  
**EQUAL OPPORTUNITY**

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

**ARTICLE 35**  
**RETIREMENT PLAN**

**35.1** The Hamden Employees Retirement Plan, as enacted in 1969, and as modified from time to time by collective bargaining between the parties or by binding arbitration awards, shall apply to employees of this unit according to its terms. Actions taken by the Retirement Board pertaining to an individual member of this unit shall be grievable directly to Step 3 (State Board of Mediation and Arbitration under Grievance Article of this Agreement).

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

<b>Effective Date</b>	<b>Contribution Rate</b>
July 1, 2018	8.5%
July 1, 2019	9%

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

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

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

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

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

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

**35.2** Except when applicable under Section 35.3, all employees hired after July 1, 2007 shall be covered under the Connecticut Municipal Employees Retirement System ("CMERS"), and not the Hamden Employees Retirement Plan.

**35.3** Subject to CMERS and/or legislative approval, employees hired on or after July 1, 2017

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

The following conditions shall also apply:

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

#### **ARTICLE 36**

#### **CARPENTRY AND PAINTING AND HERBICIDE SPRAYING**

**36.1** For purposes of the wage scales, "carpentry" shall mean new construction. Employees assigned to carpentry shall receive a \$3.00 per hour differential when so assigned. Employees assigned to painting shall receive a \$3.00 per hour differential when so assigned. Employees assigned to herbicide spraying shall receive a \$3.00 per hour differential when so assigned.

**36.2** The provisions of this Agreement shall be binding upon the Town and its successors, or assigns.

#### **ARTICLE 37**

#### **PRIOR PRACTICE**

**37.1** Any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining, mutually agree to changes or have specifically waived any of the privileges.

#### **ARTICLE 38**

#### **GENERAL PROVISIONS**

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

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

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

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

**38.4** Employees agree to abide by the Town's Vehicle Policy, attached to the collective bargaining agreement as Exhibit C. For purposes of this agreement, the parties agree that the term "de minimus usage" shall not require an employee to contact the Director of Public Works to obtain approval for a meal, coffee stop, etc. (i.e. bathroom break) that does not require the employee to deviate from his or her work routine.

## **ARTICLE 39**

### **MANAGEMENT RIGHTS**

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

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

Town personnel; discipline, warn, suspend or discharge Town personnel for good cause; and otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient and safe operation of the Town of Hamden.

**ARTICLE 40**  
**DURATION**

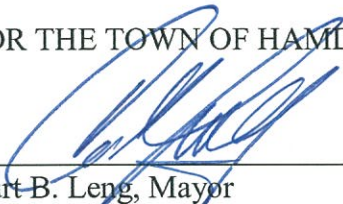
**40.1** The duration of this contract shall extend from July 1, 2017 through June 30, 2023, and until a subsequent contract is negotiated, and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.

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

**40.3** Negotiations for the next subsequent period shall be commenced in accordance with State Statute.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2<sup>nd</sup> day of November 2018.

FOR THE TOWN OF HAMDEN:

  
\_\_\_\_\_  
Curt B. Leng, Mayor

FOR UPSEU LOCAL 424, Unit #36 Parks & Rec.

  
\_\_\_\_\_  
Kevin Boyle, Jr. UPSEU President,

  
\_\_\_\_\_  
Kenneth Kelley, Personnel Director

  
\_\_\_\_\_  
James Wilson Sr., President, Local 424,  
Unit #36

**APPENDIX A**

**SALARY SCALES (2017-2023)**



**UPSEU, Local 424, Unit #36**  
**PARK & RECREATION WAGE SCHEDULE**  
**July 1, 2017 – June 30, 2018**  
**2.25 % INCREASE**

Job Title	Range	Entry Level	1 Year	2 Years	3 Years	4 Years		
<u>Recreation Secretary</u>	1	\$46,670.02	\$49,598.42	\$52,596.95	\$55,464.72	\$58,336.88		
						<table><tr><td>Yearly</td></tr></table>	Yearly	
Yearly								
<u>Recreation Supervisor</u>	4*					\$79,296.35		
	4**	\$56,291.80	\$59,803.28	\$63,422.81	\$67,042.35	\$70,499.80		
<u>Maintainer II</u>	1	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly			
Yearly								
Hourly								
Entry		\$44,514.30	\$21.4011					
1 year		\$50,106.18	\$24.0895					
2 years		\$55,778.58	\$26.8166					
<u>Maintainer III</u>	2	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly			
Yearly								
Hourly								
Entry		\$50,808.74	\$24.4273					
1 year		\$57,264.21	\$27.5309					
2 years		\$64,017.07	\$30.7774					
<u>Mechanic</u>	3	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly			
Yearly								
Hourly								
Entry		\$53,402.10	\$25.6741					
1 year		\$60,154.95	\$28.9206					
2 years		\$66,825.99	\$32.1279					

\* - Recreation Supervisors hired before 7/01/2008.

\*\* - Recreation Supervisors hired after 7/01/2008.

**UPSEU, Local 424, Unit #36**  
**PARK & RECREATION WAGE SCHEDULE**  
**July 1, 2018 – June 30, 2019**  
**2.0 % INCREASE**

Job Title	Range	Entry Level	1 Year	2 Years	3 Years	4 Years
<u>Recreation Secretary</u>	1	\$47,603.42	\$50,590.38	\$53,648.89	\$56,574.01	\$59,503.61
						<b>Yearly</b>
<u>Recreation Supervisor</u>	4*					\$80,882.27
	4**	\$57,417.63	\$60,999.35	\$64,691.27	\$68,383.19	\$71,909.80
<u>Maintainer II</u>	1		<b>Yearly</b>	<b>Hourly</b>		
Entry		\$45,404.59	\$21.8291			
1 year		\$51,108.31	\$24.5713			
2 years		\$56,894.15	\$27.3530			
<u>Maintainer III</u>	2		<b>Yearly</b>	<b>Hourly</b>		
Entry		\$51,824.92	\$24.9158			
1 year		\$58,409.49	\$28.0815			
2 years		\$65,297.41	\$31.3930			
<u>Mechanic</u>	3		<b>Yearly</b>	<b>Hourly</b>		
Entry		\$54,470.14	\$26.1876			
1 year		\$61,358.05	\$29.4991			
2 years		\$68,162.51	\$32.7704			

\* - Recreation Supervisors hired before 7/01/2008.

\*\* - Recreation Supervisors hired after 7/01/2008.

**UPSEU, Local 424, Unit #36**  
**PARK & RECREATION WAGE SCHEDULE**  
**July 1, 2019 – June 30, 2020**  
**2.50 % INCREASE**

Job Title	Range	Entry Level	1 Year	2 Years	3 Years	4 Years
-----------	-------	-------------	--------	---------	---------	---------

<u>Recreation Secretary</u>	1	\$48,793.50	\$51,855.14	\$54,990.11	\$57,988.36	\$60,991.20
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						<b>Yearly</b>
<u>Recreation Supervisor</u>	4*					\$82,904.33
	4**	\$58,853.07	\$62,524.33	\$66,308.55	\$70,092.77	\$73,707.54

<u>Maintainer II</u>	1	<b>Yearly</b>	<b>Hourly</b>
Entry		\$46,539.70	\$22.3749
1 year		\$52,386.02	\$25.1856
2 years		\$58,316.51	\$28.0368

<u>Maintainer III</u>	2	<b>Yearly</b>	<b>Hourly</b>
Entry		\$53,120.54	\$25.5387
1 year		\$59,869.73	\$28.7835
2 years		\$66,929.84	\$32.1778

<u>Mechanic</u>	3	<b>Yearly</b>	<b>Hourly</b>
Entry		\$55,831.89	\$26.8423
1 year		\$62,892.00	\$30.2365
2 years		\$69,866.58	\$33.5897

\* - Recreation Supervisors hired before 7/01/2008.

\*\* - Recreation Supervisors hired after 7/01/2008.

**UPSEU, Local 424, Unit #36**  
**PARK & RECREATION WAGE SCHEDULE**  
**July 1, 2020 – June 30, 2021**  
**2.25 % INCREASE**

Job Title	Range	Entry Level	1 Year	2 Years	3 Years	4 Years		
<u>Recreation Secretary</u>	1	\$49,891.36	\$53,021.88	\$56,227.39	\$59,293.10	\$62,363.51		
						<table><tr><td>Yearly</td></tr></table>	Yearly	
Yearly								
<u>Recreation Supervisor</u>	4*					\$84,769.68		
	4**	\$60,177.27	\$63,931.13	\$67,800.49	\$71,669.86	\$75,365.96		
<u>Maintainer II</u>	1	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly			
Yearly								
Hourly								
Entry		\$47,586.84	\$22.8783					
1 year		\$53,564.70	\$25.7523					
2 years		\$59,628.63	\$28.6676					
<u>Maintainer III</u>	2	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly			
Yearly								
Hourly								
Entry		\$54,315.75	\$26.1133					
1 year		\$61,216.80	\$29.4312					
2 years		\$68,435.76	\$32.9018					
<u>Mechanic</u>	3	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly			
Yearly								
Hourly								
Entry		\$57,088.11	\$27.4462					
1 year		\$64,307.07	\$30.9169					
2 years		\$71,438.57	\$34.3455					

\* - Recreation Supervisors hired before 7/01/2008.

\*\* - Recreation Supervisors hired after 7/01/2008.

**UPSEU, Local 424, Unit #36**  
**PARK & RECREATION WAGE SCHEDULE**  
**July 1, 2021 – June 30, 2022**  
**2.25 % INCREASE**

Job Title	Range	Entry Level	1 Year	2 Years	3 Years	4 Years
-----------	-------	-------------	--------	---------	---------	---------

<u>Recreation Secretary</u>	1	\$51,013.91	\$54,214.88	\$57,492.50	\$60,627.19	\$63,766.69
-----------------------------	---	-------------	-------------	-------------	-------------	-------------

						<table><tr><td>Yearly</td></tr></table>	Yearly
Yearly							
<u>Recreation Supervisor</u>	4*					\$86,676.99	
	4**	\$61,531.26	\$65,369.58	\$69,326.00	\$73,282.43	\$77,061.70	

<u>Maintainer II</u>	1	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly
Yearly					
Hourly					
Entry		\$48,657.55	\$23.3931		
1 year		\$54,769.91	\$26.3317		
2 years		\$60,970.27	\$29.3126		

<u>Maintainer III</u>	2	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly
Yearly					
Hourly					
Entry		\$55,537.85	\$26.7009		
1 year		\$62,594.18	\$30.0934		
2 years		\$69,975.57	\$33.6421		

<u>Mechanic</u>	3	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly
Yearly					
Hourly					
Entry		\$58,372.59	\$28.0637		
1 year		\$65,753.98	\$31.6125		
2 years		\$73,045.94	\$35.1182		

\* - Recreation Supervisors hired before 7/01/2008.

\*\* - Recreation Supervisors hired after 7/01/2008.

**UPSEU, Local 424, Unit #36**  
**PARK & RECREATION WAGE SCHEDULE**  
**July 1, 2022 – June 30, 2023**  
**2.50 % INCREASE**

Job Title	Range	Entry Level	1 Year	2 Years	3 Years	4 Years
-----------	-------	-------------	--------	---------	---------	---------

<u>Recreation Secretary</u>	1	\$52,289.26	\$55,570.25	\$58,929.81	\$62,142.87	\$65,360.85
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						<table><tr><td>Yearly</td></tr></table>	Yearly
Yearly							
<u>Recreation Supervisor</u>	4*					\$88,843.92	
	4**	\$63,069.54	\$67,003.82	\$71,059.16	\$75,114.49	\$78,988.24	

<u>Maintainer II</u>	1	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly
Yearly					
Hourly					
Entry		\$49,873.99	\$23.9779		
1 year		\$56,139.15	\$26.9900		
2 years		\$62,494.53	\$30.0454		

<u>Maintainer III</u>	2	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly
Yearly					
Hourly					
Entry		\$56,926.30	\$27.3684		
1 year		\$64,159.03	\$30.8457		
2 years		\$71,724.96	\$34.4832		

<u>Mechanic</u>	3	<table><tr><td>Yearly</td></tr></table>	Yearly	<table><tr><td>Hourly</td></tr></table>	Hourly
Yearly					
Hourly					
Entry		\$59,831.91	\$28.7653		
1 year		\$67,397.83	\$32.4028		
2 years		\$74,872.09	\$35.9962		

\* - Recreation Supervisors hired before 7/01/2008.

\*\* - Recreation Supervisors hired after 7/01/2008.

**APPENDIX B**

**HEALTH INSURANCE**

**PLAN DESCRIPTIONS**



Lumenos

## Lumenos HSA Plan Summary

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

### Your Lumenos HSA Plan

**First -** Use your HSA to pay for covered services:

#### Health Savings Account

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

#### Contributions to Your HSA

For 2018, contributions can be made to your HSA up to the following:

\$3,450 individual coverage

\$6,900 family coverage

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

**Plus -** To help you stay healthy, use:

#### Preventive Care

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

#### Preventive Care

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

**Plus -**

#### Your Bridge Responsibility

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

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

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

**Health Account + Bridge = Deductible**

#### Bridge

Your Bridge responsibility will vary.

#### Annual Deductible Responsibility In Network and Out of Network Providers

\$2,000 individual coverage

\$4,000 family coverage

**If needed -**

#### Traditional Health Coverage

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

#### Traditional Health Coverage

After your Bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

#### Additional protection:

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

#### Annual Out-of-Pocket Maximum

##### In-Network and Out-of-Network Providers

\$ 4,000 individual coverage

\$ 8,000 family coverage

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

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

Hamden

COHSA2075 NGE / E# 07/15



## Tools and Personalized Services

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

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

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

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

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

## Summary of Covered Services

### Preventive Care

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

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

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

**Office Visits** through age 18; including preventive vision exams.

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

#### Immunizations:

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

#### Adult Preventive Care

**Office Visits** after age 18; including preventive vision exams.

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

#### Immunizations:

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

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



## Summary of Covered Services (Continued)

### Medical Care

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

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

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

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

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

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

\*\* No Deductible applies

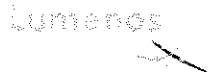
This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and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

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

Hamden

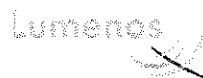


# Lumenos HSA Plan Summary



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

Additional limitations and exclusions may apply.



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

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

Hamden

COUSA2025 MOE (E# 07145)



**Employer/Group:** HAMDEN: TOWN AND  
BOARD OF EDUCATION

**Firm Division:** 000653606 - HAMDEN TOWN  
PARK AND RECREATION

**CENTURY PREFERRED,\$10.00**

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

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

**PREVENTIVE CARE**

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



**Employer/Group:** HAMDEN: TOWN AND BOARD OF EDUCATION

**Firm Division:** 000653606 - HAMDEN TOWN

**CENTURY PREFERRED,\$10.00**

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

**HOSPITAL CARE - Prior authorization may be required**

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



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**Employer/Group:** HAMDEN: TOWN AND BOARD OF EDUCATION

**Firm Division:** 000653606 - HAMDEN TOWN

**CENTURY PREFERRED,\$10.00**

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**EMERGENCY CARE**

**In Network  
Member Pays:**

**Out-of-Network  
Member Pays:**

**EMERGENCY CARE**

Walk-in centers	\$10.00	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	\$25.00	Deductible & Coinsurance
Emergency care <i>(copayment waived if admitted)</i>	\$50.00	\$50.00
Ambulance	No Copayment	No Copayment

**OTHER HEALTH CARE**

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



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**Employer/Group:** HAMDEN: TOWN AND BOARD OF EDUCATION

**Firm Division:** 000653606 - HAMDEN TOWN

**CENTURY PREFERRED,\$10.00**

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**Mammography:** (additional exams when medically necessary)

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

**Vision Exams:** ONCE EVERY 2 YEARS

**Hearing Exams:** ONCE EVERY 2 YEARS

**OB/GYN Exams:** DOES NOT  
APPLY

**Note To Benefit Descriptions:**

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

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

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

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

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





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**Employer/Group:** HAMDEN: TOWN AND BOARD OF EDUCATION

**Firm Division:** 000653606 - HAMDEN TOWN

**CENTURY PREFERRED 3-TIER MANAGED  
PRESCRIPTION DRUG PROGRAM**

***\$5 Copayment Generic Drugs***

***\$25 Copayment Listed Brand-Name Drugs***

***\$40 Copayment Non-Listed Brand-Name Drugs***

***Unlimited Annual Maximum***

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**Description of Benefits**

***You Pay:***

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

***Plan Pays:***

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

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

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

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

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

## **Connection** (Concurrent Drug Utilization Review)

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

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

## **Pharmacy Programs**

### **Voluntary Mail-service Program**

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

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

### **National Pharmacy Network**

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

### **Non-participating Pharmacies**

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

## **Points to Remember**

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

## **Prescription Drug Eligibility**

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

**Limits and Exclusions**

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

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

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

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

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**APPENDIX C**

**VEHICLE USE POLICY**

## **Town of Hamden Motor Vehicle Use Policy**

### **Purpose:**

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

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

### **Policy:**

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

### **Category of usage**

#### Unrestricted Use

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

#### Restricted Use – Take Home Vehicles

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

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

#### Restricted Use – Daily and Fleet Vehicles

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

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

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

### **Assignment of Town Vehicles**

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

### **Use of Town Vehicles**

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

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

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

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

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

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

### **Appearance of Town Vehicles**

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

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

### **Responsibility:**

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

Effective – June 5, 2013