## COLLECTIVE BARGAINING AGREEMENT

By and Between

### The Town of Hamden

and the



# UNITED PUBLIC SERVICE EMPLOYEES UNION Local 424 Unit 1 Hamden Public Works Employees

July 1, 2017 - June 30, 2023

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THIS AGREEMENT, effective this 1st day of July 2017 by and between the Town of Hamden, Connecticut hereinafter referred to as the Town and Public Works, Local 424-Unit I of United Public Service Employees Union (UPSEU), hereinafter referred to as the Union.

#### **WITNESSETH**

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

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

### ARTICLE 1 RECOGNITION

#### Section 1.1

The Town recognizes the Union as the sole and exclusive bargaining agent for all employees who regularly perform twenty or more hours work per week in the Public Works Department with the exception of the Director, any Assistant Director, Superintendents, Foreman, any Account Clerks and Typists. As used herein, the terms "Employee" shall include any person employed by the Hamden Public Works Department, with the exception of those excluded therein.

#### Section 1.2

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 the employee's choice (at the employee's own expense) at grievance or arbitration hearings.

### ARTICLE 2 NON-DISCRIMINATION

#### Section 2.1

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

#### Section 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.

#### Section 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 deductions 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 changes 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.

#### Section 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 fee remittances to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made.

#### Section 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

#### Section 4.1

The normal workday for all employees except as provided by Section 4.4 of this Article shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday, with 30 minutes for lunch each day.

#### Section 4.2

Every employee on a normal workday shall be entitled to a fifteen (15) minute coffee break between the hours of 9:00 a.m. and 10:00 a.m., each day and when the workday is extended to 5:30 p.m. an identical coffee break between the hours of 2:00 p.m. and 3:00 p.m. each day, subject to management discretion concerning actual scheduling of such breaks. Within such period the Town will make a vehicle available for the purpose of obtaining coffee, etc., at the nearest reasonable point, if a vehicle is reasonably necessary. Comparable breaks will be provided employees not on a normal workday.

#### Section 4.3

The above referred to hours of work shall not apply to contemplated automotive mechanics who may be assigned to work evenings, nor shall it apply to custodians and other employees working under the Superintendent of Buildings except the carpenter and mason, and painter but the Town may make a separate agreement with the carpenter and mason and painter concerning the normal work day without violating this Article.

#### Section 4.4

Mechanics and Mechanic's helpers working evenings shall also be paid the aforesaid forty (40) cents shift differential while and during working said, night shift. It is understood that if any evening shift is established for mechanics and mechanic's helpers, the employees shall be picked by seniority preference.

#### Section 4.5

Custodians and other employees, except the carpenter and mason, and painter working under the Superintendent of Buildings, may be assigned normal workdays, from Monday through Friday, to efficiently meet the needs of the Town. Any workday so established shall consist of eight consecutive hours, with a half-hour meal break. No change of a normal workday for any such employee shall be effective except after five working days advance notice to the employee, unless such notice be waived by such employee.

Any normal workweek so established for any such employee shall be kept in force not less than one full week. If, by reason of this paragraph, an employee is working outside the normal work day as established by Article 4, such employee shall not be diverted, except during traditional "storm crew" duties, to perform any work usually performed by employees not assigned to the Superintendent of Buildings. When more than one employee is assigned to the same location, the principle of seniority shall apply in the assignment of shifts. Employees assigned to work hours established under this paragraph shall be paid a shift differential of three and one half percent (3.5%) of hourly rate for each hour worked at the start of shift Monday through Friday.

### ARTICLE 5 OVERTIME

#### Section 5.1

Whenever an employee works in excess of eight hours any one day, or in excess of forty (40) hours in any one week, he/she shall be paid for such overtime work at the rate of one and one-half times (1-1/2 x) his/her hourly rate. Provided, however, that every employee shall be compensated at the rate of one and one-half times (1-1/2 x) his/her hourly rate for all hours worked on Saturdays and double time (2 x) his/her hourly rate for all hours worked on Sundays. However, the foregoing provision relating to Saturdays and Sundays will not apply to an employee whose regularly assigned workweek has been established at variance with the provisions hereof, and such workweek regularly includes Saturday or Sunday duty.

#### Section 5.2

In addition, any employee who is required to work before 7:00 a.m. and after 3:30 p.m. shall be compensated for the hours so worked at one and one-half times his/her hourly rate. Provided, however, that the foregoing provision shall not apply to any employee, (i.e. evening duty mechanics, custodians and other employees working under the Superintendent of Buildings except the carpenter and mason and painter), whose regularly assigned work week has been established at variance herewith; it being understood that those employees who work in variance with the said 7:00 a.m. and after 3:30 work shift shall be paid overtime for those hours worked in excess, (whether before or after their normal work time and/or normal quitting time) of their normal work day.

#### Section 5.3

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. An employee declining overtime work except with good reason in rotation, when he/she becomes 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 exigencies arise from the nature of the mission of a Public Works 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.

#### Section 5.4

No part-time employee shall be recalled from home for overtime work until all full-time employees, except Truck and Equipment Mechanics, have been provided with an opportunity to accept such work.

#### Section 5.5

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

### ARTICLE 6 CALL-IN PAY

#### Section 6.1

Every employee who is recalled to work from home after his/her normal work day has concluded, shall receive compensation at the rate of one and one-half times for a minimum of four (4) hours.

#### ARTICLE 7 HOLIDAYS

#### Section 7.1

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

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

Independence Day

#### Section 7.2

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.

#### Section 7.3

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

#### Section 7.4

Employees recalled to work on Christmas Eve or New Year's Eve, working beyond the hour of 6:00 p.m., shall be paid the holiday rate as below specified for those hours worked after 3:30 p.m.

#### Section 7.5

When an employee works on any of the aforesaid holidays, he/she shall receive his/her regular straight time for the holiday and shall be paid for the actual hours worked at a rate twice (2 x) his/her straight time.

#### Section 7.6

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

#### Section 7.7

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

#### Section 7.8

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 8 WAGES

#### Section 8.1

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

Effective to July 1, 2018 hourly wage rates increased by two percent (2%).

Effective to July 1, 2019 hourly wage rates increased by two point five percent (2.5%).

Effective to July 1, 2020 hourly wage rates increased by two point two five percent (2.25%).

Effective to July 1, 2021 hourly wage rates increased by two point two five percent (2.25%).

Effective to July 1, 2022 hourly wage rates increased by two point five percent (2.5%).

#### Section 8.2

If any employee is temporarily assigned to do a type of work that is not within his/her classification, he/she 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.

#### Section 8.3

All employees are required, except employees who are not on the snow list, during emergencies

and snowstorms to be available for such emergency duty. In consideration of the employees being available, they shall be compensated at the following rate per week from December 1, to March 31:

Effective July 1, 2017, \$71.00. Effective July 1, 2018, \$77.00. Effective July 1, 2019, \$83.00

At the discretion of the Director, any employee who fails to report for storm duty within a reasonable time after being notified, taking into account the weather conditions then prevailing, shall not be entitled to receive said weekly sum. It is understood and agreed that the Director will take into consideration evidence from the employee of good cause for failure to respond provided the same is not chronic. The special compensation provided by this paragraph shall not be payable to an employee not actually available, such as on vacation or sick or injury leave, but an employee who actually makes himself available, and reports for storm duty, shall be entitled.

#### Section 8.4

The Town will continue the present practice of extra compensation for employees actively engaged in paving: \$0.50 per hour.

#### Section 8.5

New employees shall commence employment at the Entry Level step. Where applicable, employees shall automatically progress a step each year upon their anniversary date.

#### Section 8.6

Employees acting in the capacity of crew leader shall receive, in addition to their regular pay, one dollar (\$1.00) per hour. The Town and the Union agree to the following distribution of crew leaders:

Tree & Park Division 1 crew leader Street Sweeping Crew 1 crew leader (seasonal only)

1 crew leader (seasonal only) Paving Crew

#### ARTICLE 9 **LONGEVITY**

#### Section 9.1

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 \$699.00 After 6 years of service \$724.00

After 7 years of service	\$749.00
After 8 years of service	\$774.00
After 9 years of service	\$799.00
After 10 years of service	\$824.00
After 11 years of service	\$849.00
After 12 years of service	\$874.00
After 13 years of service	\$899.00
After 14 years of service	\$924.00
After 15 years of service	\$949.00
After 16 years of service	\$974.00
After 17 years of service	\$999.00
After 18 years of service	\$1024.00
After 19 years of service	\$1074.00
After 20 years of service.	\$1124.00

#### Section 9.2

Upon termination, except for just cause, an employee who has worked in excess of eight (8) months, in said termination year, shall be granted longevity pay pro-rata to the date of termination.

#### ARTICLE 10 SICK LEAVE

#### Section 10.1

Every permanent employee hired prior to July 1, 2015 shall be entitled, after six months employment, to one and one-half days sick leave, with full pay, for each month or fraction thereof of employment with the Public Works Department.\* Sick leave shall be cumulative to a total of one hundred sixty-five (165) days. As used herein, the term "sick leave" shall be defined to mean an authorized absence from work for which the employee shall be compensated at his/her regular rate of pay.

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

#### Section 10.2

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

- A. Illness, incapacity or injury of the employee not arising from his/her 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 that 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/her family who does not reside in his/her household.

#### Section 10.3

Whenever an employee uses his/her entire accumulation of sick days, he/she may request his/her Department Head to petition the Mayor for an extension of said sick 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.

#### Section 10.4

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

#### Section 10.5

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.

#### Section 10.6

On request, substantiation of illness by a doctor's certificate must be furnished.

#### Section 10.7

If an employee retires in accordance with the Hamden Employees Retirement Plan, the employee shall be compensated, within 30 days of the employee's effective retirement date, for unused sick leave days as follows: 50% of sick leave days up to 90 days; 75% of sick leave days from 91 to 120 days; and 100% of any remaining unused sick days up to the maximum allowable. The maximum allowable shall be ninety-seven and one half (97.5) days pay. Such redemption payment shall not be counted in any calculation of any retirement plan benefit

#### Section 10.8

The Town shall pay to the estate of an employee that dies as an active employee, his/her accumulated sick leave in accordance with the formula specified in Section 10.7 above. Said payment shall be made within one (1) month of the employee's death.

### ARTICLE 11 BEREAVEMENT LEAVE

#### Section 11.1

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 mother, father, sister, daughter, brother, husband, wife, son, mother-in-law, son-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, grandchildren, grandparents, or any other 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.

#### Section 11.2

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

#### ARTICLE 12 CHILDBEARING LEAVE

#### Section 12.1

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.

#### Section 12.2

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

#### Section 12.3

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

#### Section 12.4

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

#### ARTICLE 13 WORKERS' COMPENSATION

#### Section 13.1

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.

#### Section 13.2

Any employee who was injured in the performance of his/her work and who is unable to subsequently perform the duties assigned to him/her prior to his/her injury or disability, shall be assigned to whatever other work with the Department he/she is able to perform, and his/her compensation for such new work shall be no less than that which he/she would have received if he/she had continued to perform the work assigned to him/her prior to the injury or disability, but this provision shall apply only for the twelve months from the date of "maximum recovery."

#### ARTICLE 14 JURY DUTY

#### Section 14.1

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

#### ARTICLE 15 PERSONAL LEAVE DAYS

#### Section 15.1

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 a sudden emergency.

Employees may use personal leave or vacation leave in one-half day increments at the employees' option to attend-the Union's annual summer outing (picnic) and/or the Union's Christmas Party which are not attended by employees on Town time or on Town property.

#### **Section 15.2**

An employee may be absent from duty, without losing pay, and without detraction from his 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 2:00 p.m., unless otherwise approved by the Director or his designee.

### ARTICLE 16 VACATIONS

#### Section 16.1

Regular permanent full-time employees shall accrue the following paid vacation: After six (6) months service, five (5) days; after one (1) year, ten days; after five (5) years, 12 days plus one (1) additional day for each complete additional year of service to a maximum of twenty-four (24) days. An employee having completed ten years of service shall be granted one (1) additional day, to preceding formula.

Vacation time shall be granted and based upon the employee's anniversary date. On July 1, 2017, employees shall receive a pro-rated number of vacation days for the period between July 1, 2017 and the employee's next anniversary date following July 1, 2017. On the employee's anniversary date following July 1, 2017 and subsequent anniversary dates, the employee shall receive the number of vacation days provided for in this Section 16.1.

#### Section 16.2

An employee may be permitted to take his/her 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.

Employees may use up to three (3) vacation days per year on the day before a weekend or the day before a holiday, subject to the approval of management under Section 16.2 (a), and be eligible for weekend overtime. The employee must take a full vacation day in such instance.

#### Section 16.3

Vacations may not be accumulated from year to year unless written approval is granted by the Mayor upon application 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/her Department Head.

#### Section 16.4

An employee shall give two (2) full work days advance notice, except in emergencies, when planning to take vacation, and not less than thirty (30) days' notice when claiming seniority preference to specific vacation days.

#### ARTICLE 17 SENIORITY

#### Section 17.1

The length of continuous service of the employee shall determine the seniority of the employee. No employee in the Public Works Union who was on payroll as of June 1, 1992, shall be laid off during this Agreement.

#### Section 17.2

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, these employees shall be placed upon the seniority list with seniority as of the date of hiring. All such employees may be dismissed during this 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.

#### Section 17.3

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/her last know 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 the employee must notify the Town in writing within five (5) days after the receipt of the notice to return that he will report for work as quickly as his/her 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" for a work assignment of at least six (6) weeks duration shall result in the employee's forfeiting all rights to be re-employed. In no event shall the "right of seniority in re-employment" prevail and/or be effective for a period of time greater than two (2) years from the date of such employee's layoff. The continuation of a laid off employee's recall right shall not be affected by his/her declining of a call to report to work "if the work opportunity offered is less than six (6) weeks duration."

#### Section 17.4

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 seniority status.

#### Section 17.5

In matters of any open position within the bargaining unit, preference shall be given by seniority to current employees who meet the qualifications. A ninety-day (90) trial period shall apply in the new position. During said ninety-days (90) an employee shall be restored to his/her former position at his/her request or for the good of the department with just cause.

#### Section 17.6

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 his/her pension.

#### Section 17.7

In case of layoffs, the principle of seniority shall prevail in that the senior employee may bump laterally or downward. The principle of seniority shall prevail in the scheduling of vacations subject to the further provisions set forth herein under the VACATION article.

#### Section 17.8

The duties and responsibilities of positions existing on the effective date of this Agreement shall be attached hereto and will not be unilaterally changed during the term of this Agreement.

#### Section 17.9

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

#### **Section 17.10**

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

#### **Section 17.11**

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

#### Section 17.12

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

UPSEU Local 424 Unit #2 - Hamden Board of Education Secretaries & Paraprofessionals

UPSEU Local 424 Unit #23 - Supervisors

UPSEU Local 424 Unit #36 - Parks & Recreation

UPSEU Local 424 Unit #63 - Dispatchers

#### **Section 17.13**

The Town agrees to promote two laborers to truck drivers effective upon full ratification of this agreement, provided that the laborers can assume the duties of the truck driver classification and hold the required license(s).

#### ARTICLE 18 UNION REPRESENTATION

#### Section 18.1

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

#### Section 18.2

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.

#### Section 18.3

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

#### Section 18.4

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.

#### Section 18.5

Four (4) members of the Union, the President and the Vice President shall be designated as the Negotiating Committee and shall suffer no loss of pay for time spent in contract negotiations.

#### Section 18.6

No more than two (2) members of the Union shall suffer no loss of pay for attendance at State

Conventions and Conferences of UPSEU.

#### ARTICLE 19 DISCHARGE AND DISCIPLINE

#### Section 19.1

No employee shall be discharged, demoted or otherwise disciplined without good and sufficient cause.

Any employee who has been discharged shall, if he/she so requests, be granted an interview with the Union Representative before the employee is required to leave the premises.

#### Section 19.2

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.

#### Section 19.3

Normally, disciplinary action shall include a written warning with respect to any correctable conduct before an employee is suspended or discharged, unless misconduct is severe.

#### Section 19.4

Disciplinary action shall normally include: (1) verbal warning; (2) written warning; (3) a suspension without pay; (4) discharge. Discipline shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed herein.

#### Section 19.5

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

#### ARTICLE 20 GRIEVANCE PROCEDURE

#### Section 20.1

In the event that any dispute arises between the Town and the Union, or any employee, concerning the interpretation or application of any of the provisions of this Agreement, such dispute shall be deemed to be a grievance, and shall be settled in accordance with the grievance procedures set forth herein. The Union shall file with the Director and with the Personnel Director, the name(s) of its designated representative(s) as per Article 18-Union Representation, for purposes of Step 1 and Step 2.

#### Section 20.2 - Step 1

Any grievance shall first be presented to the Department Head in writing, clearly setting forth the specifics of the grievance in order that the Town may clearly ascertain the nature of the grievance, within seven (7) working days after date said occurrence becomes known to the grievant.

#### Section 20.3

Within five (5) working days after receipt of grievance, the Department Head shall meet with the grievant and the Union Representatives for the purpose of adjusting or resolving such grievance and the Department Head shall give written answer to said grievant within seven (7) working days.

#### Section 20.4 - Step 2

If such grievance is not resolved to the satisfaction of the Union or the grievant by the Department Head within seven (7) working days after such meeting, the Union or the grievant may present such grievance, writing, within seven (7) working days thereafter, to the Personnel Director.

#### Section 20.5

Within seven (7) working days, excluding Saturdays and Sundays, after receipt of said grievance, the Personnel Director shall meet with the grievant and the Union Representative. Within seven (7) days after meeting, the Personnel Director shall advise the Union of the decision. Any of the time limitations specified in this Article and the steps provided herein may be waived by written mutual agreement of the parties.

#### Section 20.6 - Step 3

If said grievance is not resolved to the satisfaction of the Union the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after the decision of the Personnel Director. The Union shall also notify the Town of said appeal, the parties agree to an expedited grievance arbitration. Grievance appealed to arbitration shall be heard within forty-five (45) days of appeal.

In cases where both parties agree a bench decision shall be made. Briefs shall be filed if requested by one of the parties because there is an important question of law or an involved sequence of events and any suspension or discharge cases. Except as otherwise mutually agreed upon, briefs shall be filed within fourteen (14) days of the hearing.

In a discharge or discipline case either party may request Tripartite arbitration. The panel of arbitrators mutually agreed to by the parties shall be: Susan Halperin and Louis Pittocco. If necessary, panel replacements or substitutes shall be mutually agreed upon by the Town and the

Union.

#### Section 20.7

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

#### Section 20.8

It is understood and agreed that this grievance procedure shall not apply to probationary employees upon discharge.

#### Section 20.9

The parties may mutually agree to use Mediators from the Connecticut State Board of Mediation and Arbitration to attempt to resolve grievances.

#### ARTICLE 21 BULLETIN BOARDS

#### Section 21.1

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

### ARTICLE 22 ALTERATION OF AGREEMENT

#### Section 22.1

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.

#### Section 22.2

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

#### ARTICLE 23 SAVINGS CLAUSE

#### Section 23.1

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

#### Section 23.2

Unless expressly limited or curtailed by the provisions of this Agreement or 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 24 VISITATION

#### Section 24.1

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 25 CLOTHING ALLOWANCE

#### Section 25.1

Each employee shall receive a work clothing and shoe allowance payable on or about August 1st of each year. Effective July 1, 2017, the amount shall be \$400.00. Effective July 1, 2019, the amount shall be \$450.00. In addition, the Town will provide the following items of protective clothing for new employees:

- 1 set rain gear
- 4 pairs of gloves
- 1 pair of overshoe boots

#### Section 25.2

In order for an employee to receive any further of such items, he/she must turn in to the Director or his/her representative the damaged or ruined item.

#### Section 25.3

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

#### Section 25.4

The Town shall provide and maintain coveralls for all Basin Masons and Mechanics, H.E.O.'s tree climbers and employees assigned permanently to a machine; employees temporarily assigned to a machine will have the use of a coverall while so assigned.

#### Section 25.5

The present practice concerning Mechanics will be continued with "Thirteen (13) Uniform Plan."

#### Section 25.6

Each Mechanic shall receive a tool allowance payable on or about July 1<sup>st</sup> each year. Effective July 1, 2017, the amount shall be \$350.00. Effective July 1, 2019, the amount shall be \$400.00.

#### ARTICLE 26 NO STRIKE CLAUSE

#### Section 26.1

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

#### Section 26.2

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

#### Section 26.3

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 layoff and is not to be considered as violating any provision, written or implied, which prohibits the Union from striking.

#### Section 26.4

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 condition contemplated by this Article, supervisory employees are diverted to perform bargaining unit employees tasks.

### ARTICLE 27 MEAL ALLOWANCE

#### Section 27.1

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

- a. \$8.50 for breakfast, if under the circumstances, he/she is working between the hours of 4:00 a.m. to 7:00 a.m.
- b. \$9.50 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. \$11.50 for supper, if under the above circumstances, he she 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/she is working between the hours of 4:00 a.m. and 7:00 a.m.

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

#### Section 27.2

Each employee who is required to work on Saturdays and Sundays, and the same shall not be his/her regular working hours, shall be entitled to the following meal allowance:

- a. \$8.50 for breakfast, if under the circumstances, he/she is working between the hours of 4:00 a.m. to 7:00 a.m.
- b. \$9.50 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. \$11.50 for supper, if under the above circumstances, he/she is working beyond 5:00 p.m. and between the hours of 7:00 p.m. and 12:00 midnight. It is understood that employees returning to work at midnight will not be entitled to a meal allowance unless and until he/she is working between the hours of 4:00 a.m. to 7:00 a.m.

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

#### Section 27.3

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

#### Section 27.4

The foregoing provisions for a meal allowance shall not apply to scheduled overtime periods of work of which the employee has at least 24-hour advance notice.

### ARTICLE 28 HEALTH & SAFETY

#### Section 28.1

A Health and Safety Committee comprised of four (4) people, two (2) from the Union and two (2) from Management, shall be established. Such Committee shall meet when requested from either party, but in no event shall such Committee meet less than once in each quarter. The Chair of the Committee shall rotate among all members once every six (6) months. The Union shall elect its representatives who shall not be from the same division.

#### Section 28.2

Any employee who believes that a piece of assigned equipment is not in safe operating condition may request an evaluation by the OSHA enforcement officer.

#### Section 28.3 Duties and Functions

The Committee's duties and responsibilities shall include, but shall not be limited to, establishing procedures for sharing ideas with the employer concerning:

- a. Safety inspections;
- b. Investigating safety incidents, accidents, illnesses and deaths;
- c. Evaluating accident and illness prevention programs;
- d. Establishing training programs for the identification and reduction of hazards in the workplace which damage the reproductive system of employees; and
- e. Establishing training programs to assist committee members in understanding and identifying the effects of employee substance abuse on workplace accidents and safety.

#### **Section 28.4 Training**

All members of the Committee shall be trained as Committee members at no cost to the employees.

#### Section 28.5 Record keeping

- a. The employer shall keep a roster containing the names and departments of all Committee members. The names of current Committee members shall be posted to ensure that all employees can readily contact Committee members.
- b. The employer shall keep a record of attendance and minutes of the meetings.

- c. All records regarding safety and health committees shall be provided to the chair or designee.
- d. The retention time for such records is three (3) years, after which said records may be purged.

### ARTICLE 29 INSURANCE

#### Section 29.1

The Town shall offer two medical 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. The Century Preferred PPO Plan shall include the prescription drug coverage described in Section 29.3 to this Agreement. After hiring and during open enrollment periods, the Town shall permit employees to select one such plan for coverage of the employee, the employee's spouse and the employee's eligible children.

Effective July 1, 2018, two (2) Anthem plans shall consist of the Century Preferred PPO plan and a HDHP/HSA plan. Effective July 1, 2018, the Town will no longer offer the Century Preferred Comp Mix PPO Plan.

The cost of medical insurance and dental insurance shall be borne by the Town and the employee selecting such coverage, with the employee's portion paid by weekly payroll deduction.

For coverage under the Century Preferred Plan PPO Plan, employees shall pay these percentages of the applicable COBRA rate or allocated rate (whichever is lower):

Effective July 1, 2017:	14% 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.

For the HDHP/HSA plan, the following terms apply:

#### A. Employee Cost Share:

- 1. Effective July 1, 2018, 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 \$3,200.
- 2. Effective July 1, 2019, 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 \$3,400.

- 3. Effective July 1, 2020, 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 \$3,600.
- 4. Effective July 1, 2021, 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 \$3,800.
- 5. Effective July 1, 2022, employees shall pay thirteen and a half percent (13.5%) 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 sixty-five percent (65%) of the deductible.
- 2. For fiscal year (July 1, 2019) 2019 2020, the Town will contribute sixty percent (60%) 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.

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

#### Section 29.2

Blue Cross and Blue Shield Flexible Dental Program "A" with 100%, 80%, 50% co-insurance \$25/\$75 deductible shared between categories II, III, \$1,000.00 maximum per person per year applied to categories II and III only, for each employee, the employee's spouse and eligible children.

#### Section 29.3

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.

#### Section 29.4

A 19-26 unmarried full-time student rider.

#### Section 29.5

A. All employees who retire under the Town's Retirement Plan and have fifteen (15) years of continuous service with the Town or have ten (10) years of continuous service with the Town and have reached the age of 65 shall be provided with the same plan as described in Section 29.1 to 29.4 above.

- B. For former employees who retired prior to August 15, 1996, and who retire under the provisions of the Town's Retirement Plan, or who qualified for retirement benefits under the terms of the Federal Social Security Act, and had 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 the Town's expense the maximum amount of Major Medical Insurance as in effect, and subject to the same terms and conditions, as provided to active employees.
- C. Upon retirement employees hired on or after July 1, 2000, shall be required to pay the same premium contribution 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 who retire after June 30, 2013 regardless of date of hire will contribute toward health insurance capped at the amount in effect at retirement. 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.

#### Section 29.6

The Personnel Department shall conduct a thirty day open enrollment period after ratification of the contract to allow employees to make selections from among the plans specified in Section 29.1.

#### Section 29.7

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

#### Section 29.8

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

#### Section 29.9 Life Insurance

The Town will provide each employee, at Town expense, group life insurance coverage in the amount of forty thousand dollars (\$40,000.00).

For employees who retire under the provisions of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten years of service, the Town, at its expense, will provide a death benefit in the amount of \$5,000.00. For employees, the foregoing provision shall require fifteen years of consecutive service or ten (10) consecutive years of service for those who have reached the age of 65.

#### Section 29.10

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

#### **Section 29.11**

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

### ARTICLE 30 TRAINING

#### Section 30.1

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. An employee assigned to a training program shall not be entitled to receive the wage rate of a higher classification while in training, provided that no employee actually in such higher classification loses opportunity for work by reason of such training. The principles of seniority shall apply to opportunities for training, and any employee may decline to receive such training.

### ARTICLE 31 LOSS OF PERSONAL PROPERTY

#### Section 31.1

The Town will reimburse an employee, covered hereunder. for loss or damage to personal property items, 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 sunglasses and clothing nor to an employee's personal means of transportation.

### ARTICLE 32 PENSION

#### Section 32.1

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 the 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:

	Contribution	
Effective Date	Rate	
July 1, 2018	8.5%	
July 1, 2019	9%	

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

- (b) On each May 1, the Cost of Living Benefit shall be determined. The adjustment with respect to each pensioner or Beneficiary shall be equal to the excess of (1) over (2) below, if any, where:
  - (1) is equal to the amount obtained by dividing the Consumer Price Index, as of the immediately preceding January, by the pensioner's Base Index. This quotient shall be multiplied by the pensioner's Base Pension. In no event may the amount determined in this subsection be greater than one and 75/100 percent (1.75%) of the last amount determined in accordance with this subparagraph, and;
  - (2) is equal to the Annuitant's Base Pension.

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

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

#### Section 32.2

Employees hired after July 1, 2007 shall participate in the Connecticut Municipal Employee Retirement System ("CMERS"), and not the Hamden Employees Retirement Plan.

#### Section 32.3

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

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

### ARTICLE 33 GENERAL PROVISIONS

#### Section 33.1

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-week period, a meeting of representatives 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.

#### Section 33.2

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

#### Section 33.3

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 four (4) signed copies.

#### Section 33.4

Any prior right or benefit previously enjoyed by members of this bargaining unit not specifically addressed in this Agreement shall continue during the life of this contract.

#### Section 33.5 Childbearing Leave/Family Leave

- a. Any employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.
- b. Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.
- c. 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.
- d. Employees shall be entitled to family leave (unpaid) pursuant to state and federal statutes. Employees may use accumulated paid leave toward such time.

#### Section 33.6

Whenever a Town vehicle is unavailable and the Town authorized employees in writing to use their private vehicle for Town purposes, employees shall be reimbursed for mileage at the prevailing IRS rate. The Town shall make reasonable effort to provide a truck or van for the painter.

#### Section 33.7 Leaf Pick up

Union employees will do leaf collections normally five (5) weeks in the fall and three (3) weeks in the spring, depending on the leaf workload and weather conditions determined by the Mayor.

#### ARTICLE 34 DEDUCTION

#### Section 34.1

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

#### ARTICLE 35 SUBCONTRACTING

#### Section 35.1

The Town agrees that, in the future, except in emergency circumstances, outside contractors will not be used if bargaining unit employees and usual equipment are available, or when an employee capable of performing the needed work is on layoff with recall rights under Article 17, Section 17.3, and indicates reasonable availability. Acceptance or rejection of a call to work in such circumstances shall be governed by Article 17, Section 17.3 of this Agreement.

### ARTICLE 36 MISCELLANEOUS

#### Section 36.1

During the life of this Agreement, any proposal to permanently eliminate specialized equipment normally part of this department's capability will be negotiated with the Union, and provision made for the operators of such equipment.

#### Section 36.2 Coverage on Pre-Scheduled Overtime Pay

- A. When there are five (5) or fewer vehicles on the road, no mechanic will be required. The Town may recall a custodian to be on duty.
- B. When there are at least six (6) but no more than nine (9) vehicles on the road, one mechanic will be on duty, and the Town may recall a custodian to be on duty.
- C. When there are ten (10) or more vehicles on the road, two mechanics will be on duty, and the Town may recall a custodian to be on duty.
- D. When the whole department is scheduled for overtime work, the mechanics and custodian will be scheduled as on a regular workday.

#### Section 36.3 Vehicle Policy

Employees agree to abide by the Town's Vehicle Policy, attached to the collective bargaining agreement as Exhibit D. 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., that does not require the employee to deviate from work routine.

#### Section 36.4 Seasonal Employees

- A. The Town may use up to five (5) seasonal employees to work not more than 120 days between May 1 and October 31.
- B. Seasonal employees may only work Monday through Friday, 7:00 a.m. 3:30 p.m., unless the Town and the Union agree otherwise.
- C. Seasonal employees are not eligible for overtime without the agreement of the Union.
- D. The Town may not use a seasonal employee if a bargaining unit member is on layoff status.
- E. The Town may not use a seasonal employee on a Saturday, Sunday, or Holiday unless: (1) the whole department has been offered the opportunity to work and seasonal employees are needed; or (2) upon agreement between the Town and the Union.
- F. Seasonal employees may use the weed whackers and blowers.
- G. Seasonal employees may use pick-up trucks (without trailers).
- H. If there is an eligibility list, the Town agrees to fill budgeted vacancies within 90 days. The Town agrees to make best efforts to maintain current eligibility lists.

#### Section 36.6 Merger Re-Opener

The Town and the Union agree to discuss the merger of the Parks and Recreation Department and Public Works Department bargaining units, provided that the Union also agrees to such reopener language on behalf of the Parks and Recreation Department unit. The parties further agree that the issue of the merger of these two units shall not be submitted to interest arbitration.

### ARTICLE 37 RESIDENCY

#### Section 37.1

There shall be no residency required during the term of this agreement.

### ARTICLE 38 EDUCATION ALLOWANCE

#### Section 38.1

With the Department Head's prior written approval each employee shall be eligible for tuition reimbursement up to a maximum of \$300.00 per contract year after the successful completion of

graduate or undergraduate courses 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 receipt for the tuition paid.

#### **Section 38.2 CPR Training**

The Town shall provide C.P.R. training and recertification CPR courses to all bargaining unit employees.

### ARTICLE 39 RECYCLING AGREEMENT

#### Section 39.1

- a. The Town shall subcontract the recycling work and bagged leaf pick-up normally done by Public Works, effective July 1, 1992.
- b. All present employees on the recycling crews shall be moved back to Public Works Department with no loss of pay or benefits.
- c. Leaves that are bagged and put by the curb shall be picked up by the sub-contractor.
- d. Leaves that fall in the street shall continue to be the work of the Public Works Department.
- e. Whenever the Town uses packers to pick up leaves, the Public Works employees shall receive one hour overtime per day and overtime work for Saturday work as has been done in the past. If no packers are used, then this shall not apply.
- f. There will be no furlough days without pay during the life of this agreement, subject to the 2009 concession agreement signed by the parties.

The parties agree that there shall be no further reduction in benefits, for the life of the contract. All other terms and conditions specified in the contract shall remain in effect.

#### ARTICLE 40 SNOW REMOVAL

#### Section 40.1

- A. The parties agree that the practice of helpers in trucks on snow plow routes shall be eliminated and that two new snow plow routes shall be established increasing the number of snow plowing routes from fifteen (15) routes to seventeen (17) routes per shift.
- B. There shall be one (1) dispatcher, two (2) garage helpers, three (3) mechanics and one (1) payload operator per shift, called in to assist during snow plowing operations.

- C. The Town shall insure that all radios are in working order during snow plowing operations.
- D. The Public Works Director shall have discretion to add helpers to any and/or all routes depending on the severity of the storm.
- E. The selection of all snow routes shall be selected by employees according to seniority.
- F. The parties agree that Maintainer IIBs will not be part of the snow plowing/removal operations.
- G. The Town agrees to make best efforts to maintain a clean break room and bathroom for employees.

### ARTICLE 41 MANAGEMENT RIGHTS

#### Section 41.1

The Town shall continue to exercise its rights, powers and authority which the Town had prior to the effective date of this Agreement, unless and only to the extent that provisions of this Agreement and all side agreements specifically limit or curtail such rights, powers and authority. Such rights include, but are not limited to, the right to determine staffing levels and composition; to hire, promote, demote, layoff, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to suspend, discharge or otherwise discipline employees for just cause; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations; and to determine and/or change methods, processes, equipment and facilities. The Town shall notify the Union prior to making any changes that are mandatory subjects of bargaining and shall negotiate with the Union as to any impact upon request by the Union if such negotiations are required by law. In the event of any conflict between the operation of this Article and any other provisions of the Agreement, the provisions of the Agreement shall prevail.

#### ARTICLE 42 DURATION

#### Section 42.1

The duration of this contract shall be 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.

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.

Mayor Cart Balzano Leng

Mayor Cart Balzano Leng

Kenneth S. Kelley, Personnel Director

Date

UPSEU, LOCAL 424, UNIT # 1

Kevin E. Boyle, Jr., President UPSEU

Ralph Anthony, Unit # 1 President

James Anthony, Unit# I Vice-President

Date

# APPENDIX A

Wage Schedule 2017-2023

## UPSEU, Local 424, Unit #1 PUBLIC WORKS WAGE SCHEDULE

July 1, 2017 – June 30, 2018 2.25%

Job Title	Entry Level	One (1) Year	Two (2) Years
Maintainer 1 (Laborer)	\$47,964.77	\$49,894.93	\$55.097.41
Maintainer 11-A (Driver)	\$53,431.51	,	\$58,721.91
Maintainer 11-B (Build)	\$48,959.48	\$50,888.26	\$56,092.04
Heavy Equipment Operator	\$63,403.33	•	,
Tree Climber	\$63,403.33		
Truck Mechanic	\$55,094.38	\$62,841.25	\$69,653.98
Electrician	\$69,653.98		
Plumber	\$69,653.98		
Painter	\$63,403.33		
Mason	\$63,403.33		
Carpenter	\$63,403.33		
Dispatcher/Record Clerk	\$58,721.91		

# UPSEU, Local 424, Unit #1 PUBLIC WORKS WAGE SCHEDULE

July 1, 2018 – June 30, 2019 2.00%

Job Title	Entry Level	One (1) Year	Two (2) Years
Maintainer 1 (Laborer)	\$48,924.07	\$50,892.83	\$56,199.35
Maintainer 11-A (Driver)	\$54,500.14		\$59,896.34
Maintainer 11-B (Build)	\$49,938.67	\$51,906.02	\$57,213.88
Heavy Equipment Operator	\$64,671.40		
Tree Climber	\$64,671.40		
Truck Mechanic	\$56,196.26	\$64,098.07	\$71,047.06
Electrician	\$71,047.06		
Plumber	\$71,047.06		
Painter	\$64,671.40		
Mason	\$64,671.40		
Carpenter	\$64,671.40		
Dispatcher/Record Clerk	\$59,896.34		
Heavy Equipment Operator Tree Climber Truck Mechanic Electrician Plumber Painter Mason Carpenter	\$64,671.40 \$64,671.40 \$56,196.26 \$71,047.06 \$71,047.06 \$64,671.40 \$64,671.40	•	

## UPSEU, Local 424, Unit #1 PUBLIC WORKS WAGE SCHEDULE

July 1, 2019 – June 30, 2020 2.50%

Job Title	Entry Level	One (1) Year	Two (2) Years
Maintainer 1 (Laborer)	\$50,147.17	<b>\$52,165.15</b>	\$57,604.34
Maintainer 11-A (Driver)	\$55,862.65	•	\$61,393.75
Maintainer 11-B (Build)	\$51,187.13	\$53,203.67	\$58,644.23
Heavy Equipment Operator	\$66,288.18		
Tree Climber	\$66,288.18		
Truck Mechanic	\$57,601.17	\$65,700.53	\$72,823.23
Electrician	\$72,823.23		
Plumber	\$72,823.23		
Painter	\$66,288.18		
Mason	\$66,288.18		
Carpenter	\$66,288.18		
Dispatcher/Record Clerk	\$61,393.75		

# UPSEU, Local 424, Unit #1 PUBLIC WORKS WAGE SCHEDULE

July 1, 2020 – June 30, 2021 2.25%

Job Title	Entry Level	One (1) Year	Two (2) Years
Maintainar 4 (Labarar)	\$54 375 AQ	¢E2 220 06	\$50 000 <i>44</i>
Maintainer 1 (Laborer) Maintainer 11-A (Driver)	\$51,275.48 \$57,119.56	\$53,338.86	\$58,900.44 \$62,775.11
Maintainer 11-B (Build)	\$52,338.84	\$54,400.76	\$59,963.72
Heavy Equipment Operator	\$67,779.67	<b>++</b> 1, 100110	<b>,</b>
Tree Climber	\$67,779.67		
Truck Mechanic	\$58,897.20	\$67,178.79	\$74,461.76
Electrician	\$74,461.76		
Plumber	\$74,461.76		
Painter	\$67,779.67		
Mason	\$67,779.67		
Carpenter	\$67,779.67		
Dispatcher/Record Clerk	\$62,775.11		

## UPSEU, Local 424, Unit #1 PUBLIC WORKS WAGE SCHEDULE

July 1, 2021 – June 30, 2022 2.25%

Job Title	Entry Level	One (1) Year	Two (2) Years
Maintainer 1 (Laborer)	<b>\$52,429.18</b>	\$54,538.99	\$60,225.70
Maintainer 11-A (Driver)	\$58,404.75		\$64,487.55
Maintainer 11-B (Build)	\$53,516.47	\$55,624.77	\$61,312.91
Heavy Equipment Operator	\$69,304.72		
Tree Climber	\$69,304.72		
Truck Mechanic	\$60,222.38	\$68,690.31	\$76,137.15
Electrician	\$76,137.15		
Plumber	\$76,137.15		
Painter	\$69,304.71		
Mason	\$69,304.71		
Carpenter	\$69,304.71		
Dispatcher/Record Clerk	\$64,187.55		

## UPSEU, Local 424, Unit #1 PUBLIC WORKS WAGE SCHEDULE

July 1, 2022 – June 30, 2023 2.50%

Job Title	Entry Level	One (1) Year	Two (2) Years
Maintainer 1 (Laborer)	\$53,739.91	\$55,902.46	\$61,731.34
Maintainer 11-A (Driver)	\$59,864.87	φοσ,σσ <i>2.</i> 10	\$65,792.24
Maintainer 11-B (Build)	\$54,854.38	\$57,015.39	\$62,845.73
Heavy Equipment Operator	\$71,037.33		,
Tree Climber	\$71,037.33		
Truck Mechanic	\$61,727.94	\$70,407.57	\$78,040.57
Electrician	\$78,040.57		
Plumber	\$78,040.57		
Painter	\$71,037.33		
Mason	\$71,037.33		
Carpenter	\$71,037.33		
Dispatcher/Record Clerk	\$65,792.24		

# APPENDIX B

**Job Descriptions** 

#### MAINTAINER I

### GENERAL STATEMENT OF DUTIES:

Performs a variety of tasks of laboring associated with the construction field in maintenance and repair of city streets, sidewalks, catch basins, storm sewer lines and other public works projects.

#### SUPERVISION RECEIVED:

Works under the supervision of the Superintendent or other designated supervisor who assigns tasks and issue instruction.

#### EXAMPLE OF DUTIES:

Shovels and grades materials such as sand, stone, asphalt. Assists in the operation of plowing, snow removal, sanding and hauling, mows grass, assists in tree removal; also, assist mason in repair of catch basins, operate jackhammer, and light turcks.

Performs maintenance on city streets such as spreading cold patch, cleans gutters, cleans catch basin tops, picks up brush, rakes leaves, etc.

### MAINTAINER II (A)

## GENERAL STATEMENT OF DUTIES:

Duties require the operation of level duty trucks in the performance of construction, maintenance facilities, and repair of city streets, sewer lines, and other public works projects

#### SUPERVISION RECEIVED:

Works under the Superintendent or other designated supervisor who issues instructions and assigns tasks.

### EXAMPLE OF DUTIES:

Primary duties are the operation of heavy duty truck in plowing, sanding, snow removal operations, hauling fill, sand, gravel, stone, asphalt, tractor, tar kettle etc. Also performs duties of Maintainer II (B) and Maintainer I.

#### MAINTAINER II (B)

#### GENERAL STATEMENT OF DUTIES:

Duties require performance of a variety of tasks in construction, and maintenance of grounds and facilities, and other public works projects.

#### SUPERVISION RECEIVED:

Works under supervision of a Superintendent or designated Supervisor who assigns tasks or issues instruction.

#### EXAMPLES OF DUTIES:

Repair and erect highway signs, does skilled painting (sand barrels). Operate chain saws, also assists on tar kettle and paving operation. Also does custodian work or any other related work needed to perform the mission. (Also performs duties of Maintainer I. May also be required to operate a heavy duty truck, if qualified, during storm periods.)

#### TRUCK AND EQUIPMENT MECHANIC

## GENERAL STATEMENT OF DUTIES:

Performs skilled work in maintenance of public works vehicles and equipment.

#### SUPERVISION RECEIVED:

Works under the supervision of the Superintendent of equipment or other designated supervisor.

### EXAMPLE OF DUTIES:

Capable of performing major repairs to town owned equipment. Knowledge of welding, machine tools and equipment in connection with repairs, road testing vehicles and trouble shooting.

#### HEAVY EQUIPMENT OPERATOR

#### GENERAL STATEMENT OF DUTIES:

Duties require the operation of heavy equipment in the performance of tasks on the construction, maintenance, facilities and repair of city streets and storm sewers as set forth below; also, all mason work normally done by the Public Works Department and other public works projects.

#### SUPERVISION RECEIVED:

Works under the supervision of the Superintendent of streets or other designated supervisor who assigns tasks and issues instruction.

Supervision exercised: May supervise maintainer of a lower grade.

#### EXAMPLE OF DUTIES:

Operates semi and heavy equipment in repair and construction of streets and roads. Must also fulfill all requirements of Maintainer II A & B and Maintainer I: performs minor maintenance, such as oil changes and greasing, broom changing. etc.

#### TREE CLIMBER

## GENERAL STATEMENT OF DUTIES:

Performs variety of tasks involving the maintenance and removal of trees, stumps, limbs, and branches. Possesses the knowledge and skills needed to operate the tools and equipment associated with tree climbing and the work stated herein.

#### SUPERVISION RECEIVED

Works under superintendent or designated supervisor who assigns tasks or issues instructions.

#### EXAMPLE OF DUTIES:

Performs maintenance or removal of trees, stumps, limbs, and branches, etc. Operates bucket truck and chain saws and inludes climbing of trees. Also performs all requirements of maintainer II (B) and Maintainer I.

#### TOWN OF HAMDEN CARPENTER

#### GENERAL STATEMENT OF DUTIES:

Performs skilled construction, renovation, and maintenance carpentry duties.

#### SUPERVISION RECEIVED:

Works under the supervision of a foreman or other designated supervisor as determined by the Public Works Director.

#### EXAMPLES OF DUTIES:

Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and board using carpenter's hand tools and Power tools; selects specified type of lumber other materials; prepares layout and erects frame work for structures; lays subroofing, shock absorbing, soundproofing, insulating, lies decorating material for ceilings walls, repairs structural woodwork and equipment working from blueprints, drawings, or instructions; installs glass in windows, doors, and petition; replaces damaged ceiling, floor tile, and wall coverings; performs related duties as necessary and required.

#### MASON

#### GENERAL STATEMENT OF DUTIES:

Performs skilled construction, renovation, and masonry duties.

#### SUPERVISION RECEIVED:

Works under the supervision of a foreman or other designated supervisor as determined by the Public Works Director.

#### EXAMPLES OF DUTIES:

Smooths and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures; using hand tools and power tools levels, smooths and shapes surfaces of freshly poured concrete; molds expansion joints and edges; may mix cement using concrete mixing machine; may supervise subgrade work mixing concrete and setting forms; builds stone structures such as walls and abutments or lays walks, curb stones, or special type of masonry; shapes stone preparatory to setting using chisel, hammer, and other shaping tools; aligns stone and finishes joints between stone with pointing trowel; lays building materials such as brick, structural tile, concrete and cinder block, and terracotta block to construct or repair walls, petitions, arches, sewers, and other structures; fastens brick or terracotta to face of structures; performs related duties as required and necessary.

#### PAINTER

## GENERAL STATEMENT OF DUTIES:

Performs a variety of tasks in the skill of painting.

## SUPERVISION RECEIVED:

Works under the supervision of the Superintendent or other designated supervisory who assigns tasks and issues instructions.

## EXAMPLES OF DUTIES:

Paints all town owned property such as buildings, etc.

#### Town of Hamden

## Licensed Electrician

Classified/Competitive

Classification: Electrician

BU: PW

<u>Position definition:</u> Performs skilled electrical work in the wiring, maintenance, repair and renovation to the Town's electrical systems and all related work. Performs general electrical work including maintenance and related work.

<u>Supervision received:</u> Receives general supervision from the Superintendent of Buildings and job supervision from assigned Foreman; works independently, establishing task priorities within general work assignment.

<u>Supervision exercised:</u> Provides lead supervision to assigned helpers. Allocates work tasks on jobs to assigned helpers.

Examples of essential duties: Studies building plans, blueprints, diagrams or drawings to undertake required electrical work; determines equipment, tools and materials required.

Performs skilled, rough, and finish electrical work. Installs, repairs and maintains electrical equipment. Uses hand tools of trade and related power equipment, including electric saws and drills. Observes safety measures at all times. Wears safety eyeglasses, shoes and protective clothing. Is responsible for own safety. Reports hazardous or unsafe working conditions to supervisor.

Maintains work area in clean and safe condition. Performs manual labor in department units as assigned. Although not part of regular duties, may be specifically assigned to assist in winter operations, including using snow removal equipment, such as trucks, snow blowers, small loader-plow, tractor for plowing. Work may involve sanding roads, sidewalks, and parking lots and other related duties. May be assigned emergency work as required.

<u>Examples of incidental duties:</u> Assists in estimating electrical renovations. Develops specifications, time and materials costs for this work. Inspects equipment, buildings and facilities, and undertakes or repair or replacement action. Keeps supervisor informed.

Minimum qualifications required: Three (3) years experience in electrical work that provides the knowledge, skills, and abilities listed below. Graduation from a vocational or technical school with a diploma designating completion of subject requirements in an electrical trade area may be substituted plus two (2) years of direct electrical experience.

Knowledge, skills and abilities required: A working knowledge of electrical systems and operations. A working knowledge of electrical building code conformance standards. Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form. A strong knowledge of the tools, materials and methods of the trade. A working knowledge of safety measures and procedures. Must be able to provide lead supervision to assigned helpers. Must have the ability to maintain working knowledge of changes in electrical codes. Ability to add, subtract, multiply and divide all units of measure. Ability to read electrical blue prints. Must be able to describe orally and in

#### Licensed Electrician (Continued)

Page 2.

writing electrical repair or maintenance problems. Ability to provide lead supervision to assigned workers. Ability to work cooperatively with Town department personnel is essential.

<u>License or certificate:</u> Connecticut E-2 License required. Connecticut Motor Vehicle Operators license required. Connecticut Class B. Commercial Driver's License (CDL) is desirable.

Physical, mental exertion/environmental conditions: must be able to life and/or carry objects of medium to heavy weight up to 50 pounds. Must be able to work in confined spaces. Exposure to hot and cold areas. Exposure to hazardous conditions during routine work and in general emergencies. Must have the physical strength and agility sufficient to do heavy manual work. Must be able to see far away and close up to work on electrical systems and to drive and to distinguish colors, and hear normal sounds with some background noise. May perform duties in extreme weather conditions, including heat, cold, rain or snow. Must wear protective clothing and safety equipment.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task and responsibility. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

Approved by the Civil Service Commission: 10/07/02

## TOWN OF HAMDEN LICENSED PLUMBER

#### CLASSIFIED/COMPETITIVE

CLASSIFICATION: PLUMBER BARGAINING UNIT: PW

#### Position definition:

Performs skilled plumbing work in the maintenance, repair and renovation to the Town's plumbing and heating systems, and all related work. Performs general plumbing, heating and cooling maintenance and related work.

#### Supervision received:

Receives general supervision from the Superintendent of Buildings and job supervision from assigned Foreman; works independently, establishing task priorities within general work assignment.

#### Supervision exercised:

Provides lead supervision to assigned helpers. Allocates work tasks on jobs to assigned helpers.

#### Examples of essential duties:

Studies building plans, blueprints, diagrams or drawings to undertake required plumbing, heating and cooling work; determines equipment, tools and materials required.

Performs skilled, rough, and finish plumbing work. Installs, repairs and maintains plumbing equipment, performs sewer and water services. Repairs all types of pumps, valves and fixtures, which may include WPCA pump stations

Must supply and use hand tools of trade and related power equipment, including electric saws and drills. Observes safety measures at all times. Wears safety eyeglasses, shoes and protective clothing. Is responsible for own safety. Reports hazardous or unsafe working conditions to supervisor.

Maintains work area in clean and safe condition. Performs manual labor in department units as assigned. Although not part of regular duties, may be specifically assigned to assist in winter operations, including using snow removal equipment, such as trucks, snow blowers, small loader-plow, tractor for plowing. Work may involve sanding roads, sidewalks, and parking lots and other related duties. May be assigned emergency work as required.

#### Examples of incidental duties:

Assists in estimating plumbing, heating and cooling renovations. Develops specifications, time and materials costs for this work. Inspects equipment, buildings and facilities, and undertakes repairs or replacement action. Keeps supervisor informed.

Minimum qualifications required:

Three (3) years experience in plumbing, heating and cooling work that provides the knowledge, skills, and abilities listed below. Graduation from a vocational or technical school with a diploma designating completion of subject requirements in a plumbing trade area may be substituted plus two years of direct plumbing experience.

Knowledge, skills and abilities required:

A working knowledge of plumbing, heating and cooling systems and operations. A working knowledge of plumbing building code conformance standards. Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form. A strong knowledge of the tools, materials and methods of the trade. A working knowledge of safety measures and procedures. Must be able to provide lead supervision to assigned helpers. Must have the ability to maintain a working knowledge of changes in plumbing, heating and cooling codes. Ability to add, subtract, multiply and divide all units of measure. Ability to read building blue prints. Must be able to describe orally and in writing plumbing repair or maintenance problems. Ability to provide lead supervision to assigned workers. Ability to work cooperatively with Town department personnel is essential.

License or certificate:

Connecticut P-1 License required. S-1 License preferred and may be required to obtain. Connecticut Motor Vehicle Operators license required. Connecticut Class B Commercial Driver's License (CDL) is desirable.

Physical, mental exertion/environmental conditions:

Must be able to lift and/or carry objects of medium to heavy weight up to 75 pounds. Must be able to work in confined spaces. Exposure to hot and cold areas. Exposure to hazardous conditions during routine work and in general emergencies. Must have the physical strength and agility sufficient to do heavy manual work. Must be able to see far away and close up to work on plumbing, heating and cooling and to drive and to distinguish colors, and hear normal sounds with some background noise. May perform duties in extreme weather conditions, including heat, cold, rain or snow. Must wear protective clothing and safety equipment.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task and responsibility. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

Approved by the Civil Service Commission on October 7, 2002

# APPENDIX C

## **Health Insurance Summaries**



Employer/Group: HAMDEN: TOWN AND

**BOARD OF EDUCATION** 

Firm Division: 000653607 – HAMDEN TOWN

**PUBLIC WORKS** 

## **CENTURY PREFERRED, \$10.00**

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

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

#### PREVENTIVE CARE

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



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653607 - HAMDEN TOWN CENTURY PREFERRED,\$10.00

MEDICAL CARE MEDICAL CARE	In Network Member Pays:	Out-of-Network Member Pays:
Office visits	\$10.00	
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	Deductible &
Diagnostic lab and x-ray	No Copayment	Coinsurance
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	
Inpatient mental health and substance abuse	Refer to Plan Document	Deductible &
Skilled nursing facility (up to 120 days per calendar year)	\$200.00	Coinsurance
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	



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653607 - HAMDEN TOWN CENTURY PREFERRED,\$10.00

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

#### **OTHER HEALTH CARE**

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



Employer/Group: HAMDEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000653607 - HAMDEN TOWN CENTURY PREFERRED,\$10.00

Mammography: (additional exams when medically necessary)

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

Vision Exams: ONCE EVERY 2 YEARS Hearing Exams: ONCE EVERY 2 YEARS

OB/GYN Exams: DOES NOT

APPLY

#### **Note To Benefit Descriptions:**

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

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

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

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

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



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

#### Your Lumenos HSA Plan

First - Use your HSA to pay for covered services: Health Savings Account

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

Contributions to Your HSA

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

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

Plus - To help you stay healthy, use:

**Preventive Care** 

retirement.

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

#### **Preventive Care**

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

Plus -

Your Bridge Responsibility

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

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility
In Network and Out of Network Providers
\$2,000 individual coverage
\$4,000 family coverage

If needed -

Traditional Health Coverage

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

Additional protection:

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

Traditional Health Coverage

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

80% for out-of-network providers

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

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

\$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.



#### 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.



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 Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. \*Registered marks Blue Cross and Blue Shield Association. \*LUMENOS is a registered trademark.

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



Employer/Group: HAMDEN: TOWN AND BOARD OF

**EDUCATION** 

Firm Division: 000653607 - HAMDEN TOWN CENTURY PREFERRED 3-TIER MANAGED

PRESCRIPTION DRUG PROGRAM

\$5 Copayment Generic Drugs

\$25 Copayment Listed Brand-Name Drugs

\$40 Copayment Non-Listed Brand-Name Drugs

Unlimited Annual Maximum

Description of Benefits		You Pay:
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
Tier 2: Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
Tier 3: Non-Listed Brand- Name Drugs	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
		Plan Pays:
Annual Maximum	Per member per calendar year	Unlimited

#### 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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#### **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 <a href="https://www.anthemprescription.com">www.anthemprescription.com</a>, to locate a participating pharmacy when traveling outside the state.

#### Non-participating Pharmacies

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

#### Points to Remember

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

#### **Prescription Drug Eligibility**

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

#### Limits and Exclusions

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

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

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

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

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# APPENDIX D

**Town Vehicle Policy** 

#### Town of Hamden Motor Vehicle Use Policy

#### Purpose:

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

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

#### Policy:

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

#### Category of usage

#### Unrestricted Use

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

#### Restricted Use - Take Home Vehicles

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