

**AGREEMENT**  
**BETWEEN**  
**TOWN OF OLD LYME**  
**AND**  
**PUBLIC WORKS EMPLOYEES**  
**LOCAL 1303-311 OF COUNCIL 4**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES, AFL-CIO**  
**JULY 1, 2017 THROUGH JUNE 30, 2021**

## **TABLE OF CONTENTS**

	<u>Page Number</u>
Preamble .....	1
Article I Recognition .....	1
Article II Management Rights .....	1
Article III Union Security .....	1
Article IV Seniority .....	2
Article V Hours of Work, Overtime and Holiday Premium Pay .....	4
Article VI Leave Provisions .....	5
Article VII Vacations.....	6
Article VIII Holidays .....	7
Article IX Wages.....	8
Article X Insurance and Pension.....	8
Article XI Safety and Health .....	10
Article XII Disciplinary Procedure.....	11
Article XIII Grievance Procedure .....	11
Article XIV No Strike/No Lockout.....	12
Article XV Discrimination .....	12
Article XVI Savings Clause .....	12
Article XVII Duration .....	13
APPENDIX A Wage Scale.....	14
APPENDIX B Drug and Alcohol Agreement.....	15
APPENDIX C Election to Decline Health Insurance Benefits Form .....	17
APPENDIX D Vision Care Rider .....	18
APPENDIX E HDHP/HSA \$2500/\$5000 Plan Summary (7/1/2017-6/30/2019) .....	19
APPENDIX F HDHP/HSA \$3000/\$6000 Plan Summary (7/1/2019-6/30/2021) .....	23

## **PREAMBLE**

The following contract, by and between respectively, the Town of Old Lyme, Connecticut, hereinafter referred to as the “Town” and Public Works Employees Local 1303-311 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, excluding supervisors employed by the Town of Old Lyme, Connecticut, hereinafter referred to as the “Union” is designed to maintain, promote harmonious relations between the Town and such of its employees as may be covered by this contract, to the end that more efficient and progressive public service may be rendered.

## **ARTICLE I RECOGNITION**

### **Section 1.0**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining for the Public Works Department employees, excluding supervisors and others as defined by the Municipal Employee Relations Act employed by the Town of Old Lyme.

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 2.0**

Except as herein otherwise provided, the rights, power and authority held by the Town and any of its Departments or Boards pursuant to any Charter, general or special statute, ordinance, relation, or other lawful provision, over matters involving the municipality, shall remain vested solely and exclusively in the Town.

## **ARTICLE III UNION SECURITY**

### **Section 3.0**

The Town agrees to deduct monthly dues or service fees as specified by the Union, from the wages of all employee of the bargaining unit covered by this agreement; provided, however, that the Town has been duly notified in writing by the employees to make such deductions. Said deductions shall be made payable and forwarded to Local 1303, CT Council 4, AFSCME, AFL-CIO.

### **Section 3.1**

The deduction for any month shall be made during the first pay period of each month and shall be remitted to the Financial Officer of the Union not later than the last day of said month.

### **Section 3.2**

The monthly remittance of dues or service fees to the Union will be accompanied by a list of names and addresses of employees from whose wages dues or service fees deductions have been made.

### **Section 3.3**

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town for the purpose of complying with the dues deduction provisions of this Article.

### **Section 3.4**

All employees except those excluded by the Act who may be employed for not more than thirty (30) days in the Collective Bargaining Unit, shall as a condition of employment, thirty (30) days from the effective date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union, or from those same dates elect to pay a service fee, during the term of this Agreement or any extension thereof.

### **Section 3.5**

The Town will place one (1) bulletin board at the Town Garage for the exclusive use of the Union for the purpose of posting official Union correspondence.

### **Section 3.6**

The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire. All employees will execute acknowledgement of receipt of contract and their obligation to read and understand its terms.

### **Section 3.7**

The Town may create reasonable work rules, which may be changed from time to time, not inconsistent with the terms of this contract. These work rules will be maintained as a separate document in a loose leaf book.

## **ARTICLE IV** **SENIORITY**

### **Section 4.0**

Seniority is defined as the length of continuous service of the employee from the last date of employment by the Town.

#### **Section 4.1**

The Town will maintain a seniority list which shall be revised as of January 1<sup>st</sup> of each year and a copy furnished to the Union no later than February 1<sup>st</sup>. Any claims for correction of such list must be made within thirty (30) working days after a copy is given to the Union, otherwise the list shall be deemed correct.

#### **Section 4.2**

No employee shall attain seniority rights under this agreement until the employee has completed ninety (90) working days in the Department for which employed. However, in the event the Town feels there is a need to extend the probationary period, they may do so for a period of ninety (90) days. Such extensions shall be on a case by case basis and establish no precedence. During such period the employee shall be subject to other clauses of this Agreement but shall be on probation and may be discharged by the Town without recourse to the grievance and arbitration provision of this Agreement. Upon completion of the probationary period, the employee's seniority shall date back to the time the employee started work with the Town.

#### **Section 4.3**

In the event of an increase of workforce, for one (1) year thereafter, employees on layoff shall be returned to work, based on the co-equal factors of their seniority, skill, and ability.

#### **Section 4.4**

When a layoff takes place it shall occur within a particular classification within the bargaining unit and the following procedure shall be used:

- A. Lay offs shall take place taking into consideration such factors as skill, ability and seniority. When laying off employee(s) within a classification the following order for layoff shall be followed:
  - 1) Temporary employees.
  - 2) Probationary employees.
  - 3) Non-probationary employees
- B. In the event the classification chosen by the Town for layoff contains both full-time and part-time employees, part-time employees shall be given seniority credit in proportion to their then-current percentage of a full-time work schedule.

#### **Section 4.5**

An employee shall lose seniority status:

- A. If he quits voluntarily;
- B. If he is discharged for just cause;
- C. If he is absent, except in the case of layoff, for three (3) consecutive working days without notification during those first three (3) days and or explanation satisfactory to his supervisor.
- D. If he is absent from work for a period of six (6) months due to a voluntary unpaid leave of absence.

#### **Section 4.6**

Whenever possible, vacant positions will be filled by promotion of present employees. This practice helps to strengthen Town government by utilization of the knowledge and confidence which only experience can give. However, qualifications must supersede longevity. The Town of Old Lyme assures equal employment opportunities to minorities without discrimination in all aspects of employee hiring and protection.

#### **Section 4.7**

Employees shall not use their personal vehicle in the performance of their regular duties.

### **ARTICLE V**

### **HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

#### **Section 5.0**

The regular work day and work week for bargaining unit employees shall be eight (8) hours per day, for five (5) consecutive days for a total of forty (40) hours per week, work day shall include a thirty (30) minute unpaid lunch period and two (2) ten (10) minute coffee breaks. Exceptions will be handled by mutual agreement between the employer and the employee.

#### **Section 5.1**

Overtime shall be paid at one and one-half times the regular hourly rate for all work performed by an employee in excess of his regular work week. Effective July 1, 2009 double time shall be paid for all work performed on Sunday if such day is not part of the regular work week.

During the months of November through April, all hours paid will count and shall be included for purposes of calculating an employee's overtime eligibility. During the months of May through October, only hours actually worked (not hours paid but not worked) will count and shall be included for purposes of calculating an employee's overtime eligibility.

## **Section 5.2**

Double time will be paid for all work performed on holidays as listed in Article VIII, Section 8.0, plus regular holiday pay.

## **Section 5.3**

Overtime hours shall not be considered as part of an employee's regularly scheduled hours of work.

## **Section 5.4**

An employee called in to work outside regularly scheduled working hours shall be guaranteed a minimum of four (4) hours at one and one-half (1-1/2) times the regular hourly rate, provided however, that early reporting before the start of the regular work day and hours worked immediately following the end of the regular work day, shall not be regarded as a call-in and the four (4) hour call-in provision will not apply.

## **Section 5.5**

Overtime assignments will be rotated as equally as possible by the employer with consideration for job classification and employee qualification.

## **Section 5.6**

Employees required to work four (4) hours or more beyond their regular working hours or in an emergency shall receive a meal allowance of twelve dollars (\$12.00). If employed on a paid holiday or Sunday, the noon meal shall also be paid.

# **ARTICLE VI** **LEAVE PROVISIONS**

## **Section 6.0**

- A. Each employee shall receive leave of absence with full pay for sickness at the rate of eight (8) days per year. Three of the unused sick days per year may be carried over to the following year to a maximum of thirty (30) days.
- B. Any unused sick days not carried over will be paid out to the employee at their regular rate of pay on June 30 of each year, in a separate check.

## **Section 6.1**

Three (3) personal days shall be provided annually providing that the Department Head is notified. Personal days shall not accumulate from year to year and shall be charged to sick leave.

## **Section 6.2**

In the event of death in the employee's immediate family the employee shall be granted a maximum of three (3) days leave with pay. Immediate family includes husband, wife, child, parent of either spouse, brother or sister of either the employee or the employee's spouse or persons living in the immediate household. One (1) day leave with pay will be granted for a death of any other relative in order to attend the funeral with prior notice to his/her supervisor.

## **Section 6.3**

Upon the death of an employee, his/her spouse, if any, or the employee's legal representative or estate shall receive, on the basis of current wages, one hundred percent (100%) compensation for any unused sick leave.

## **Section 6.4**

An employee absent from work because of an injury or incapacity entitling the employee to compensation under the Workers' Compensation Act shall be paid by the Town his regular base wages for up to a maximum of six (6) months from the time the Workers' Compensation claim is accepted and the employee shall pay the compensation he receives for Workers Compensation benefits to the Town during such period.

## **Section 6.5**

The Town agrees to abide by Federal and State Regulations/Statutes with regard to military leave and jury duty.

## **Section 6.6**

Employees having completed one (1) year of continuous service may be granted a leave of absence without pay not to exceed thirty (30) days if approved by the employer's immediate supervisor and the First Selectman. If such request is not approved, the employee may appeal to the Board of Selectmen.

# **ARTICLE VII** **VACATIONS**

## **Section 7.0**

Each full-time employee who has completed one (1) year or more of continuous service with the Town of Old Lyme is entitled to vacation time with pay as follows:

1. Two (2) weeks after one (1) year of continuous service;
2. Three (3) weeks after five (5) years of continuous service;
3. Four (4) weeks after ten (10) years of continuous service;
4. Five (5) weeks after twenty (20) years of continuous service.



### **Section 7.1**

The vacation period will be set by mutual agreement seven (7) days prior to its start between the Superintendent and the employee.

### **Section 7.2**

- A. Any unused, accrued vacation pay due an employee at the time of termination shall be paid.
- B. In the event of the death of an employee, the employee's legal representatives shall receive any unused, accrued vacation pay.

### **Section 7.3**

When a holiday as specified in Article VIII occurs during a vacation, said holiday shall not be charged against the employee's earned vacation time, and the employee shall be entitled to an additional day off on a date subject to a time mutually agreeable to the Superintendent and the employee.

### **Section 7.4**

Subject to the demands of service, as determined by the Department Head, employees shall be granted their vacations by seniority preference, on a year-round basis. Employees shall be required to use all vacation earned each year unless an employee and the First Selectman, upon the recommendation of the Superintendent of Public Works, mutually agree in writing to allow an employee to carry over up to two (2) weeks of vacation from one year to the next. In such event, the employee shall be required to use the carried over vacation time during the subsequent year since under no circumstances will the Town pay employees for unused vacation time, except as otherwise provided in Section 7.2.

## **ARTICLE VIII HOLIDAYS**

### **Section 8.0**

The recognized paid holidays shall be as follows:

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

In order to be eligible for holiday pay, an employee must work the last scheduled work day preceding and the next scheduled work day following the holiday unless excused by the First Selectman or his/her designee.

## **ARTICLE IX**

### **WAGES**

#### **Section 9.0**

All wage rates effective during the term of this Agreement will be reduced to writing by classification and the same will be added to and made part of this Agreement as Appendix A.

Effective July 1, 2017	2.25% general wage increase
Effective July 1, 2018	2.25% general wage increase
Effective July 1, 2019	2.25% general wage increase
Effective July 1, 2020	2.25% general wage increase

#### **Section 9.1**

The Town shall continue to pay employees on a bi-weekly basis in accordance with the current practice.

## **ARTICLE X**

### **INSURANCE AND PENSION**

#### **Section 10.0**

Employees shall be eligible to enroll in a HDHP/HSA plan (along with the vision care rider attached at Appendix D) without any administrative/start up cost to the employee, provided that the front end deductible shall be \$2500/\$5000 for the July 1, 2017 - June 30, 2019 plan years, and \$3000/\$6000 for the July 1, 2019 - June 30, 2021 plan years; the Town shall contribute fifty percent (50%) of the deductible to the employee's HSA each plan year for the duration of this Agreement. Summary descriptions of the HDHP/HSA plans are attached as Appendix E (\$2500/\$5000) and Appendix F (\$3000/\$6000).

- (a) The Town will fund fifty percent (50%) of the deductible amount each year in two (2) equal installments; the first payable on July 1 of each year of this Agreement and the second payable on January 1 of each year of this Agreement.
- (b) The employee's contribution to the HSA, if any is elected by the employee, will be made through payroll deduction/direct deposit to the employee's HSA with pre-tax dollars according to IRS rules and regulations.
- (c) The Town shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.

- (d) For any plan year in which an employee is enrolled in the HDHP/HSA plan for only a portion of the plan year, the Town's contribution toward the funding of the deductible shall be pro-rated based upon the employee's full months of service in such plan year.

Effective July 1, 2017 through June 30, 2021, the Town will pay eighty five percent (85%) of the employee's premium costs and the employee will pay fifteen percent (15%) of premium costs.

### **Section 10.1**

The summaries of insurance coverage in this contract are descriptive of insurance benefits and do not alter or amend the provisions of the actual policies.

### **Section 10.2**

Full-time employees who are eligible for the health insurance benefits may decline the benefit prior to the beginning of the fiscal year, provided the employee is not already eligible for health insurance provided by a prior employer or provided the employee's spouse is not already receiving the benefit from the Town. The employee will be paid \$3,000.00 per fiscal year in arrears: \$1,500.00 on December 30<sup>th</sup> and \$1,500.00 on June 30<sup>th</sup>, provided the employee has been continuously employed during the fiscal year by the Town as of those dates. The employee's decision to decline the health insurance benefit must be confirmed in writing by completing the "Election to Decline Health Insurance Benefit" form, as set forth in Appendix C, and submitting the same to the Town's Financial Administrator prior to the beginning of the fiscal year. Employees may elect to re-enroll in the insurance plan at no cost to them if their individual circumstances change.

### **Section 10.3**

The Town supplies to all full-time employees, at no cost to them, a \$75,000 life insurance policy with double indemnity provision in case of accidental death, subject to a 50% (\$37,500) benefit decrease for any employee who is 70 years of age or more. If an employee wishes to change beneficiaries, the Financial Administrator must be notified. In the event the insurance provider discontinues this insurance, the Town will provide similar coverage at a premium that will not exceed the cost of what the Town is currently paying.

### **Section 10.4**

Under the administration of the Old Lyme Pension Committee, the Town offers full-time employees, with one years' employment, a fully paid retirement plan, subject to a five (5) year vesting schedule. Copies of the plan are given to all qualifying employees, and they should be read carefully. The Town contribution is eight percent (8%).

### **Section 10.5**

The Town offers employees the opportunity to participate in the Town's 457A savings plan after six (6) months of full-time employment. All contributions to the plan are made by the employee on a pre-tax basis and there is no Town contribution. There are no vesting requirements.

### **Section 10.6**

In the event a full-time employee incurs an injury or illness off the job, which causes the employee to be totally incapacitated and unable to perform any work for the Town, the employee may submit an application for short-term disability benefits. All full-time employees are eligible to apply for such benefits after one (1) year of continuous employment. Employees shall be required to present adequate medical documentation substantiating their total incapacity. The Town reserves the right to require second and, if necessary third medical opinions to determine an employee's eligibility for benefits under this section. Eligible employees may receive seventy percent (70%) of base pay for up to a maximum of twenty-six (26) weeks commencing after the use of all current and accumulated sick time.

### **Section 10.7**

All employees of the Town covered by this Agreement who are employed prior to July 1, 2009 and who retire from their employment with the Town at age 55 or older with at least twenty-five (25) years of continuous service with the Town shall be eligible to continue to participate as a member of the Town's medical insurance plan subject to the following terms and conditions. Such retirees shall be required to pay the same contributions towards premium costs for their individual benefits as active employees and shall be eligible to receive medical benefits as provided to active employees, as those benefit plans may change from time to time. A retiree's right to continue to participate in the Town's medical plan shall expire when the retiree attains the age of 62. Employees hired on or after July 1, 2009 shall not be eligible for medical insurance benefits upon their retirement.

### **Section 10.8**

The Town will continue to offer a Section 125 Plan subject to legal requirements.

## **ARTICLE XI** **SAFETY AND HEALTH**

### **Section 11.0**

- A. The Town shall make reasonable provisions for the safety and health of its employees during the hours of their employment including the furnishing of four weather gear, boots, and gloves, protective helmets, authorized safety glasses or goggles to those employees exposed to severe elements or required to work in hazardous locations.

- B. During each fiscal year, each employee will be reimbursed for the purchase of safety shoes, limited to an annual cost of one hundred and seventy-five (\$175.00) dollars, if substantiated by a sales receipt(s).
- C. The Town shall provide and pay for a weekly uniform service for each employee. A minimum of eleven (11) sets of uniforms will be provided to each full time employee.
- D. The Town shall provide and pay for safety colored sweat shirts and pocket T-shirts.

## **ARTICLE XII**

### **DISCIPLINARY PROCEDURE**

#### **Section 12.0**

All disciplinary actions, suspension and discharges must be for just cause.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

#### **Section 13.0**

A grievance shall be defined as a dispute arising out of the interpretation or application of the terms of this Agreement.

#### **Step I - First Selectman**

The employee and/or his representative shall present the grievance to the First Selectman or his designated representative within ten (10) days of the occurrence of or the employee's knowledge of the grievance incident. The First Selectman or his designee shall notify the employee and his representative of his decision in writing within ten (10) working days from the day the grievance was submitted to him.

#### **Step II - Board of Selectmen**

In the event the employee or the Union is not satisfied with the decision rendered by the First Selectman, the Union or the employee may submit the grievance to the Board of Selectmen in writing within ten (10) days of the receipt of the First Selectman's decision. The Board of Selectmen will render a decision in writing to the employee and the Union within forty-five (45) working days of their receipt of the grievance.

#### **Step III - Arbitration**

In the event the Union is not satisfied with the decision rendered by the Board of Selectmen, either party may submit the grievance within thirty (30) working days to the CT State Board of Mediation and Arbitration for mediation and/or arbitration. A copy of all demands to mediate and arbitrate shall be provided to the Town.

### **Section 13.1**

- A. Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town, which shall be reduced to writing and signed by the First Selectman and the Union President and/or Union Staff Representative.
- B. In the event the Town fails to answer a grievance at any step within the time limits set forth in this Agreement, the grievance may be taken to the next step at the option of the Union.
- C. The failure on the part of the employee and/or his representative to present the grievance to the First Selectmen or to appeal the grievance through any step of the grievance procedure in accordance with contractual time limits set forth above, shall result in the waiver of the employee's and Union's right to process the grievance further.

## **ARTICLE XIV NO STRIKE – NO LOCKOUT**

### **Section 14.0**

The parties agree that they will abide by Section 7-475 of the Conn. Gen. Stat. with regard to strikes by employees.

## **ARTICLE XV DISCRIMINATION**

### **Section 15.0**

The parties agree there shall be no discrimination against any employee because of age, race, creed, color, religion, national origin, sex, physical handicap, political affiliation or membership in the Union.

## **ARTICLE XVI SAVINGS CLAUSE**

### **Section 16.0**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XVII**  
**DURATION**

**Section 17.0**

This Agreement shall be effective as of the first day of July, 2017, and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2021 and shall not be reopened for negotiations during said period unless as specified herein or by mutual agreement of the parties. Successor Agreements shall be negotiated in accordance with applicable State Statutes.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE TOWN OF OLD LYME

FOR LOCAL 1303-311 OF COUNCIL 4  
AFSCME, AFL-CIO

\_\_\_\_\_  
SIGNED: FIRST SELECTMAN  
BONNIE REEMSnyder

\_\_\_\_\_  
SIGNED: PRESIDENT  
BRIAN LORENTSON

\_\_\_\_\_  
SIGNED: STAFF REPRESENTATIVE  
COUNCIL 4, AFSCME, AFL-CIO  
SCOTT SOARES

## **APPENDIX A**

	2.25% Effective <u>07/01/17</u>	2.25% Effective <u>07/01/18</u>	2.25% Effective <u>07/01/19</u>	2.25% Effective <u>07/01/20</u>
Maintainer III	\$27.35	\$27.97	\$28.60	\$29.24
Maintainer II	\$23.18	\$23.70	\$24.23	\$24.78
Maintainer I	\$19.68	\$20.13	\$20.58	\$21.04

Starting rate of each job category is ninety (90%) percent of the current wage for a period of one (1) year, unless the Public Works Superintendent recommends an increase sooner.

When an employee is promoted to a higher level position, he/she will be paid at a rate which is ninety (90%) percent of the prevailing rate for a period of one year, unless the Public Works Superintendent approves the prevailing rate sooner.

All Maintainer II and Maintainer III positions must hold a CDL License.



**APPENDIX B**  
**TOWN OF OLD LYME**  
**ALCOHOL AND DRUG-FREE WORKPLACE POLICY**

**PURPOSE**

The purpose of this policy is to establish a workplace which is free of the effects of alcohol and free from drug abuse. By accomplishing this purpose, the town also seeks to ensure a safe, healthy working environment for all employees and to reduce absenteeism, tardiness and other job performance problems which may be caused by alcohol and drug abuse. This policy is adopted in accordance with the Drug Free Workplace Act.

**STATEMENT OF POLICY**

Employees shall not be involved with the unlawful manufacture, distribution, possession, or use of an illegal drug, controlled substance or alcohol while on Town premises or while conducting Town business off Town premises. Any employee who discovers illegal drugs or alcohol on Town premises shall notify the Public works Superintendent who shall investigate the matter and notify appropriate Town officials.

An employee must report any conviction under a criminal drug statute for violations occurring on or off Town premises, to the employee's supervisor within five (5) days after the conviction.

No prescription drugs shall be used on Town premises by any employee other than as prescribed by a licensed medical practitioner, and such drugs shall be used only as prescribed. The employee must notify the Public Works Superintendent if he has been directed to take any drugs by a medical care provider, which may impair the employee's ability to safely perform the duties of his/her position with the Town.

An employee shall not consume alcohol, illegal drugs, or legal drugs other than as prescribed, on Town premises or off Town premises while conducting Town business. An employee who is on duty shall not be under the influence of alcohol or drugs, except as provided above.

Violations of this policy will result in discipline in accordance with the just cause contract provisions.

In accordance with the law, bargaining unit employees shall be subject to drug and alcohol testing in accordance with the procedures followed by the Town. If an employee subject to testing learns that the primary specimen is positive, the employee may request that the medical review officer test the second (or split) specimen, which test shall be conducted at the employee's expense.

## EMPLOYEE ASSISTANCE

An employee who feels he or she has developed an addiction to, dependence upon or other problem with alcohol or drugs, is encouraged to seek assistance. Certain benefits for alcoholism or drug addiction are provided under the Town's group medical insurance plan. An employee may request a leave to participate in a rehabilitation program which requires absence from work for bona fide treatment.

Any request for assistance with a drug or alcohol problem will be treated as confidential and only those persons "needing to know" will be made aware of such request.

**APPENDIX C**

**Election to Decline Health Insurance Benefits From the Town of Old Lyme**

I hereby elect to decline the health insurance benefits provided by the Town of Old Lyme for the fiscal year \_\_\_\_\_.

In consideration, I will not be required to contribute any portion of the cost of the health insurance benefits and I will be paid an amount, as detailed in Section 10.2 of Article X of the Old Lyme Public Works Union Agreement.

I have been informed and hereby acknowledge and agree that, if I desire to enroll in the Town's group health insurance plan in any future fiscal year, my enrollment is and will be subject to any and all restrictions and pre-existing health condition limitations imposed by the Town's insurance provider and/or administrator.

I acknowledge that I am not eligible for the cash payment outlined in paragraph two of this election if I am already eligible for health insurance provided by a prior employer or if my spouse is already receiving health insurance benefits from the Town of Old Lyme.

I understand this election form must be properly executed and submitted annually to the Town's Financial Administrator or the First Selectman prior to the commencement of the Town's fiscal year in order to be eligible for the payment for the fiscal year.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX D

### *VISION CARE PLAN CENTURY PREFERRED*

#### ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:

- ◆ Yearly eye examinations for vision corrections
- ◆ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- ◆ In-plan and out-of-plan coverage.

#### ACCESSING BENEFITS:

- ◆ Participating providers will bill Blue Cross and Blue Shield directly. The member pays the provider directly for any charges which exceed the maximum allowance.
- ◆ Non-participating providers require payment from the member who, in turn, submits the itemized bill to Blue Cross Blue Shield for reimbursement to the allowable schedule.

#### *VISION EXAM COVERAGE:*

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

#### *OPTICAL SERVICES:*

Frames for prescription lenses	Up to \$28 per calendar year
Single vision lenses	Up to \$33.50 per calendar year
Bifocal lenses	Up to \$52 per calendar year
Trifocal lenses	Up to \$84 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$225 per calendar year
Contact lenses when used for any other reason, equivalent to amount payable for single vision	Up to \$33.50 per calendar year

#### *PRINCIPAL LIMITATIONS & EXCLUSIONS*

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Anthem Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

## APPENDIX E



### Lumenos HSA Plan Summary

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

#### Your Lumenos HSA Plan

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

##### **Health Savings Account**

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

##### **Contributions to Your HSA**

For 2015, contributions can be made to your HSA up to the following:

**\$3,350** individual coverage  
**\$6,650** family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

##### **Earn More Money for Your Account**

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

##### **Earn Rewards**

**If you do this:**

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

**You can earn:**

Up to \$200  
Up to \$150  
Up to \$300

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

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

##### **Preventive Care**

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

##### **Preventive Care**

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

**Then –**

##### **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**

**\$2,500** individual coverage  
**\$5,000** family coverage

**If Needed –**

##### **Traditional Health Coverage**

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

##### **Traditional Health Coverage**

**After your bridge, the plan pays:**

100% for in-network providers      70% for out-of-network providers

##### **Additional Protection**

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

##### **Annual Out-of-Pocket Maximum**

###### **In-Network Providers**

**\$ 3,500** individual coverage  
**\$ 7,000** family coverage

###### **Out-of-Network Providers**

**\$ 5,000** individual coverage  
**\$10,000** family coverage

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

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

CGHSA458 w GC Rx copays NGF (1/15)



## Lumenos HSA Plan Summary

### Healthy Rewards Program

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. 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.

CGHSA605 w inc Rx copays NGF (1/15)



## Lumenos HSA Plan Summary

### 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

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 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member for in- and out-of-network services.

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

#### Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)

##### Retail (30 day supply)

\$10 Tier 1 copayment  
\$25 Tier 2 copayment  
\$40 Tier 3 copayment

##### Mail Order (90 day supply)

\$20 Tier 1 copayment  
\$50 Tier 2 copayment  
\$80 Tier 3 copayment

\* For the out-of-network benefit, refer to the Traditional Health Coverage section.

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

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

CGHSA605 w inc Rx copays (1/15)



## Lumenos HSA Plan Summary

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

Additional limitations and exclusions may apply.



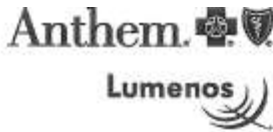
In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine,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

CGHSA605 w inc Rx copays NGF (1/15)



## APPENDIX F



### Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

#### Your Lumenos HSA Plan

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

##### Health Savings Account

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

##### Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:

\$3,350	individual coverage
\$6,750	family coverage

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

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

##### Preventive Care

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

##### Preventive Care

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

**Then -**

##### 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

\$3,000	individual coverage
\$6,000	family coverage

**If Needed -**

##### Traditional Health Coverage

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

##### Traditional Health Coverage

**After your bridge, the plan pays:**

100% for in-network providers	80% for out-of-network providers
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##### Additional Protection

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

##### Annual Out-of-Pocket Maximum

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

\$ 4,000	individual coverage	\$ 6,000	individual coverage
\$ 8,000	family coverage	\$ 12,000	family coverage

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

**And even -**

##### Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

##### Earn Rewards

**If you do this:**

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

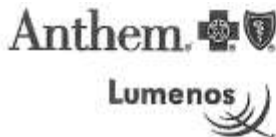
**You can earn:**

Up to \$200
Up to \$150
Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

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

GHSA1516 w GC NGF (Eff. 01/16)



## Lumenos HSA Plan Summary

### Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll in ConditionCare:** (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare:** (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. 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.

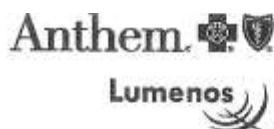
**Screening Tests** for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

#### 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.

GHSA1516 w GC NGF (Eff. 01/16)



## Lumenos HSA Plan Summary

### 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 shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- 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

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 120 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.

#### Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)

##### Retail (30 day supply)

\$5 Tier 1 copayment  
\$25 Tier 2 copayment  
\$40 Tier 3 copayment

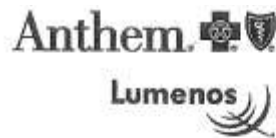
##### Mail Order (90 day supply)

\$5 Tier 1 copayment  
\$50 Tier 2 copayment  
\$80 Tier 3 copayment

\* For the out-of-network benefit, refer to the Traditional Health Coverage section.

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

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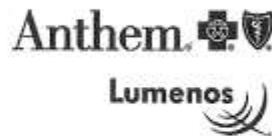


## Lumenos HSA Plan Summary

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

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



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<sup>®</sup> Registered marks of the Blue Cross and Blue Shield Association. <sup>™</sup> LUMENOS is a registered trademark.

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

GHSA1516 w GC NGF (Eff. 01/16)

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Old Lyme ("Town") and Public Works Employees, Local 1303-311 of Council 4, AFSCME ("Union").

**WHEREAS**, the Town and the Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2017 through June 30, 2021 ("Collective Bargaining Agreement"); and

**WHEREAS**, Article V of the Collective Bargaining Agreement provides at Section 5.1 that employees covered by the Collective Bargaining Agreement shall be paid overtime at the rate of one and one-half (1½) times their regular hourly rate for all worked performed in excess of forty (40) hours in a work week; and

**WHEREAS**, the Union has requested the opportunity for employees to earn some compensatory time in lieu of overtime pay; and

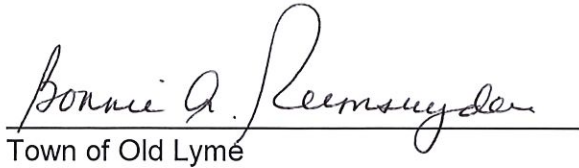
**WHEREAS**, the Town is willing to agree to a limited use of compensatory time pursuant to the terms set forth herein.

**NOW THEREFORE**, the Town and the Union hereby agree as follows:

1. In lieu of overtime pay, employees covered by the Collective Bargaining Agreement may elect to accrue one and one-half (1½) hours of compensatory time for each hour of work in excess of forty (40) hours in a work week, provided that no employee shall be permitted to accumulate in excess of twenty-four (24) hours of compensatory time at any one time.
2. Once an employee reaches the maximum accrual of twenty-four (24) hours of compensatory time, no additional compensatory time may accrue. Instead, the employees must take overtime pay for overtime hours worked once the twenty-four (24) hour maximum has been reached.
3. If the employee, who has reached the maximum accrual, uses some of the twenty-four (24) accumulated hours of compensatory time, then he/she may accumulate additional time up to the twenty-four (24) hour maximum.
4. Employees must receive advance approval from the Director of Public Works before scheduling any compensatory time off. The Director of Public Works reserves the right to deny requests to take compensatory time subject to the needs of the Town.
5. Employees who separate from service with the Town shall be paid for all compensatory time accrued, up to the maximum of twenty-four (24) hours.

6. Employees may request to be paid for any of their accrued compensatory time and upon such request the employee shall be paid for the time requested in the next pay period.
7. The Town may, in its discretion, decide to pay employees at any time for some or all of an employee's accumulated compensatory time.

The parties have reached this Agreement as of this 11<sup>th</sup> day of December, 2018.

  
Town of Old Lyme

  
Public Works Employees, Local 1303-311 of  
Council 4, AFSCME