

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Agenda  
Regular Meeting  
Thursday, April 4, 2013  
Colchester Town Hall**

**Meeting Room 1 – 7:00PM**

REVISED

HANCOY A. BRAY  
TOWN CLERK

2013 APR -2 AM 11:00

RECEIVED  
COLCHESTER, CT

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the March 21, 2013 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Open Board/Commission Vacancy. Theresa Murphy to be interviewed.
  - b. Open Space Advisory Committee. Member re-appointment for a three-year term to expire 10/01/2016. John Henley to be interviewed.
  - c. Police Commission. Member appointment to fill a vacancy that expires 11/30/2014.
    - Steven Carron was interviewed on 02/21/2013
    - Scott Ignazio was interviewed on 02/21/2013
    - Jeanette Langdon was interviewed on 03/21/2013
    - Darrell York was interviewed on 03/21/2013
  - d. Zoning Board of Appeals. Member appointment to fill a vacancy that expires 12/31/2015. Jason Radacy was interviewed on 03/21/2013.
  - e. Open Space Advisory Committee. Member appointment for a three-year term to expire 10/01/2016. Mary Stevens to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Update from Building Committee
9. Discussion and Possible Action on Setting Town Meeting for FY 2013-2014 Budget
10. Discussion and Possible Action on Exercise & Stretchcize Instructor Contract
11. Discussion and Possible Action on Personnel Policies

12. Citizen's Comments
13. First Selectman's Report
14. Liaison Report
15. Executive Session to Discuss Contract Negotiations with MEUI Local 506, SEIU, AFL-CIO, CLC (Transfer Station, Parks & Recreation, Highway Crew, Fleet Maintenance, and Water Department)
16. Executive Session to Discuss Contract Negotiations with Local 1303-448 Connecticut Council 4, AFSCME, AFL-CIO (Library)
17. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes  
Regular Meeting  
Thursday, March 21, 2013  
Colchester Town Hall

Meeting Room 1 – 7:00PM

RECEIVED  
COLCHESTER, CT  
2013 MAR 22 PM 12:01  
NANCY A. BRAY  
TOWN CLERK  
*Nancy A. Bray*

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, Selectman Greg Cordova, and Selectman Rosemary Coyle

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Derrik Kennedy, Diana Giles, Jim Paggioli, Maggie Cosgrove, Dot Mrowka, Nancy Bray, Melissa Roberto, and other citizens.

1. **Call to Order**

First Selectman G. Schuster called the meeting to order at 7:00 p.m.

2. **Additions to the Agenda**

None.

3. **Approve Minutes of the March 7, 2013 Regular Board of Selectmen Meeting**

R. Coyle moved to approve the minutes of the March 7, 2013 Regular Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

4. **Citizen's Comments**

None.

5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

a. **Commission on Aging. Resignation of Member Herb Davis**

R. Coyle moved to accept the resignation of Herb Davis from the Commission on Aging, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

b. **Agriculture Commission. Resignation of Alternate Andrew Lyons**

S. Soby moved to accept the resignation of Andrew Lyons from the Agriculture Commission, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

c. **Zoning Board of Appeals. Resignation of Member Patricia Hayn**

R. Coyle moved to accept the resignation of Patricia Hayn from the Zoning Board of Appeals, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

d. **Police Commission. Member appointment to fill a vacancy that expires 11/30/2014. Jeanette Langdon to be interviewed.**

Jeanette Langdon was interviewed.

e. **Police Commission. Member appointment to fill a vacancy that expires 11/30/2014. Darrell York to be interviewed.**

Darrell York was interviewed.

f. **Zoning Board of Appeals. Member appointment to fill a vacancy that expires 12/31/2015. Jason Radacy to be interviewed.**

Jason Radacy was interviewed.

6. **Budget Transfers**

None.

7. **Tax Refunds & Rebates**

G. Cordova moved to approve tax refunds in the amount of \$18.14 to Kenneth Bragdon Jr., \$29.02 to Marjorie & Eugene Carli, \$16.61 to Jack Nann, and \$91.87 to Ronald Hutchins; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

8. **Discussion and Possible Action on Community Garden**

Presentation to the Board of Katherine Kosiba, Marcia Malloy, and Sumner Biel. Discussion on development of procedures, management of program, and food safety. S. Soby moved to approve coordination of Giving Garden initiative through Colchester Social Services, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. **Discussion and Possible Action on Subdivision Bond Reduction**

G. Cordova moved that the Town of Colchester reduce Subdivision surety bond No. 5023480 from Bond Safeguard Insurance Company in the amount of \$2,600,977.20 by \$56,980.00 leaving a bond balance of \$2,543,997.20, as recommended by the Town Engineer; seconded by S. Soby. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Title III Grant – Making Memories Program**

R. Coyle moved to authorize the First Selectman to submit a preliminary application for grant funding in the amount of \$18,602 to Senior Resources, Title III fund of the Older Americans Act for continued funding of the Making Memories Program, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Elderly & Disabled Demand Responsive Transportation Grant**

R. Coyle moved to resolve that the Board of Selectmen for the Town of Colchester hereby authorized the First Selectman, Gregg Schuster, to negotiate and execute all necessary agreement/contract documents on behalf of the Town of Colchester with the Department of Transportation of the State of Connecticut and to affix the corporate seal, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Emergency Plan for Election Day**

S. Soby moved to resolve that 1) The Plan is hereby adopted as an official document by the Board of Selectman, 2) The plan covers ballot shortages, shortage of absence of poll workers, loss of power, fire or the sounding of an alarm within a polling place, voting machine malfunctions, weather or other natural disasters, need to remove a poll worker or moderator and to replace such worker or moderator and disorder in and around the polling place, 3) Upon approval by the legislative body, such plan shall remain on file with the municipal clerk until such plan is amended and approved by the legislative body of the Town of Colchester, and 4) A file of this emergency plan together with evidence of legislative body approval shall be filed with the Secretary of the State; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on Energy Performance Contract with Honeywell**

S. Soby moved to resolve: WHEREAS, the Colchester Board of Selectman hereby finds and determines that the execution of an agreement between the Town of Colchester and Honeywell International, Inc. (the "Honeywell Agreement") for the purchase and installation of various energy/building improvements, primarily devoted to energy conservation efforts of the Town of Colchester and the Colchester School System has been properly approved as required; and, NOW THEREFORE, BE IT RESOLVED by the BOARD OF SELECTMAN as follows: The Honorable First Selectman Gregg Schuster, in consultation with the Chief Financial Officer, and other proper officers and officials of the Town, is hereby authorized to negotiate, approve, execute and sign on behalf of the Town of Colchester any and all documents required to enter into the overall Project Agreement with Honeywell to deliver the project and its related energy savings to the citizens of Colchester; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

**14. Discussion and Possible Action on Energy Performance Contract Lease-Financing**

R. Coyle moved to acknowledge that the First Selectman was authorized by action taken at the Town Meeting on January 23, 2013 (resolution attached) to sign all necessary documents related to execution of the lease financing with First Niagara Leasing, Inc. for the Energy Performance Contract, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

**15. Discussion and Possible Action on Anthem Group Health Plan Business Associate Agreement**

S. Soby moved to authorize the First Selectman to sign the Business Associate Agreement with Anthem Blue Cross and Blue Shield, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

**16. Discussion and Possible Action on Personnel Policies**

Discussion on suggested changes to revised personnel policies and responses to employee feedback. No action taken.

**17. Discussion and Possible Action on Employee Time Tracking**

The motion from the previous meeting, which was tabled, remained for action: G. Cordova moved that all non-exempt employees shall submit their hours with start and end times. Additionally, all exempt employees, including paid elected officials, shall submit their daily hours bi-weekly on the timesheet currently in use for the purpose of documenting hours worked and eligibility for benefits, as defined in the personnel policy; seconded by S. Soby. R. Coyle moved to divide the question between non-exempt and exempt employees, seconded by J. Ford. R. Coyle and J. Ford voted in favor. S. Soby, G. Cordova, and G. Schuster voted against. MOTION DEFEATED. J. Ford commented on various circumstances of time tracking manipulation. R. Coyle commented on employee-determined use of time, exempt vs. non-exempt definitions, and time sheet tracking. Discussion on need for change in policy. S. Soby, G. Cordova, and G. Schuster voted in favor of the main motion. R. Coyle and J. Ford abstained. MOTION CARRIED.

**18. Citizen's Comments**

None.

**19. First Selectman's Report**

First Selectman G. Schuster reported that he is busy working on the Town budget.

**20. Liaison Report**

G. Cordova reported that the Parks & Recreation Commission discussed the hiring of a new Day Camp Director, is working on revising the field use fee schedule, and updating the website.

J. Ford reported that the Conservation Commission approved an application for extension of timber harvest, there were no new applications for review, discussed changes to the zoning regulations, road improvement plan, and Plan of Conservation and Development. Work has stopped at Tony's Junkyard and a permit was approved to start clean-up. Two enforcement actions were heard, one withdrawn.

S. Soby reported that the Agriculture Commission discussed the Cost of Community Services plan from Paula Stahl, the proposed regulation revisions, and the impact of an increase in issues the commission is tackling with the possible need for the development of sub-committees to assist.

S. Soby reported that the Zoning Board of Appeals discussed an application to deal with a property that in non-conforming (two houses on a one-house lot); this property being developed prior to the adoption of zoning regulations.

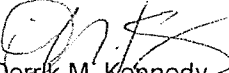
S. Soby reported that the Planning & Zoning Commission preliminarily discussed a change to subdivisions, two site plan modification applications were received with one being unable to be acted on due to being incomplete.

**21. Adjourn**

G. Cordova moved to adjourn at 9:13 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Town of Colchester - Regular Board of Selectmen Minutes 03/21/13  
Room 1 – Town Hall at 7:00 p.m.

Respectfully submitted,



Derrick M. Kennedy  
Executive Assistant to the First Selectman

Attachment:

- Minutes of January 23, 2013 Town Meeting

TOWN OF COLCHESTER  
RESOLUTION AUTHORIZING A LEASE PURCHASE FINANCING  
OF THE ENERGY CONSERVATION SAVINGS PROGRAM

RESOLVED,

(a) That the Town of Colchester undertake a lease-purchase financing of the Energy Conservation Savings Program, substantially as described in the Investment Grade Audit prepared by Honeywell Building Solutions and on file in the office of the First Selectman, in a principal amount not to exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), for a term not in excess of 12 years, with the first payment to be made in the 2013/2014 fiscal year. The project may include acquisition and installation costs, equipment, legal fees, construction period interest and other financing costs, and other expenses related to the acquisition and financing of the Program. The Board of Selectmen may reduce or modify the scope of the project.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that any project costs paid from temporary advances of available funds will be reimbursed with the proceeds of a lease financing in an aggregate principal amount not in excess of the amount of the lease authorized for the project; and to authorize the First Selectman to amend such declaration of official intent as said official deems necessary or advisable and to bind the Town pursuant to such representations and covenants as said official deems necessary or advisable in order to maintain the continued exemption from federal income taxation of the interest portion of any payments due under the lease authorized by the resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years;

(c) That the First Selectman is authorized to approve, execute and deliver on behalf of the Town any lease purchase agreement and any certificates or documents related to the project or the financing and are authorized to determine the amounts, dates, interest rates, maturities, prepayment terms, form and other details of the lease purchase agreement; and to perform all other acts and execute all other documents which are necessary or appropriate to enter into the lease-purchase agreement; and

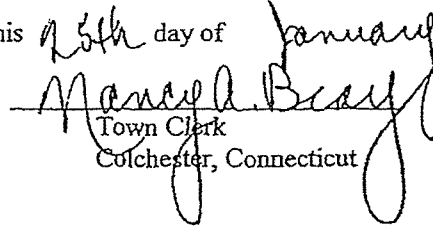
(d) That the First Selectman, the Chief Financial Officer, and other proper officers and officials of the Town are authorized to take any other action which is necessary or desirable to enable the Town to complete the project and to effect the aforesaid lease purchase financing.

TOWN CLERK'S CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, correct and complete extract from minutes of a Town Meeting of the electors and citizens qualified to vote in town meetings of the Town of Colchester held on January 23 2013, so far as the same pertains to the introduction, discussion and action on a resolution approving the lease financing of the Energy Conservation Savings Program, and that the foregoing minutes are duly recorded in the records of the Town.

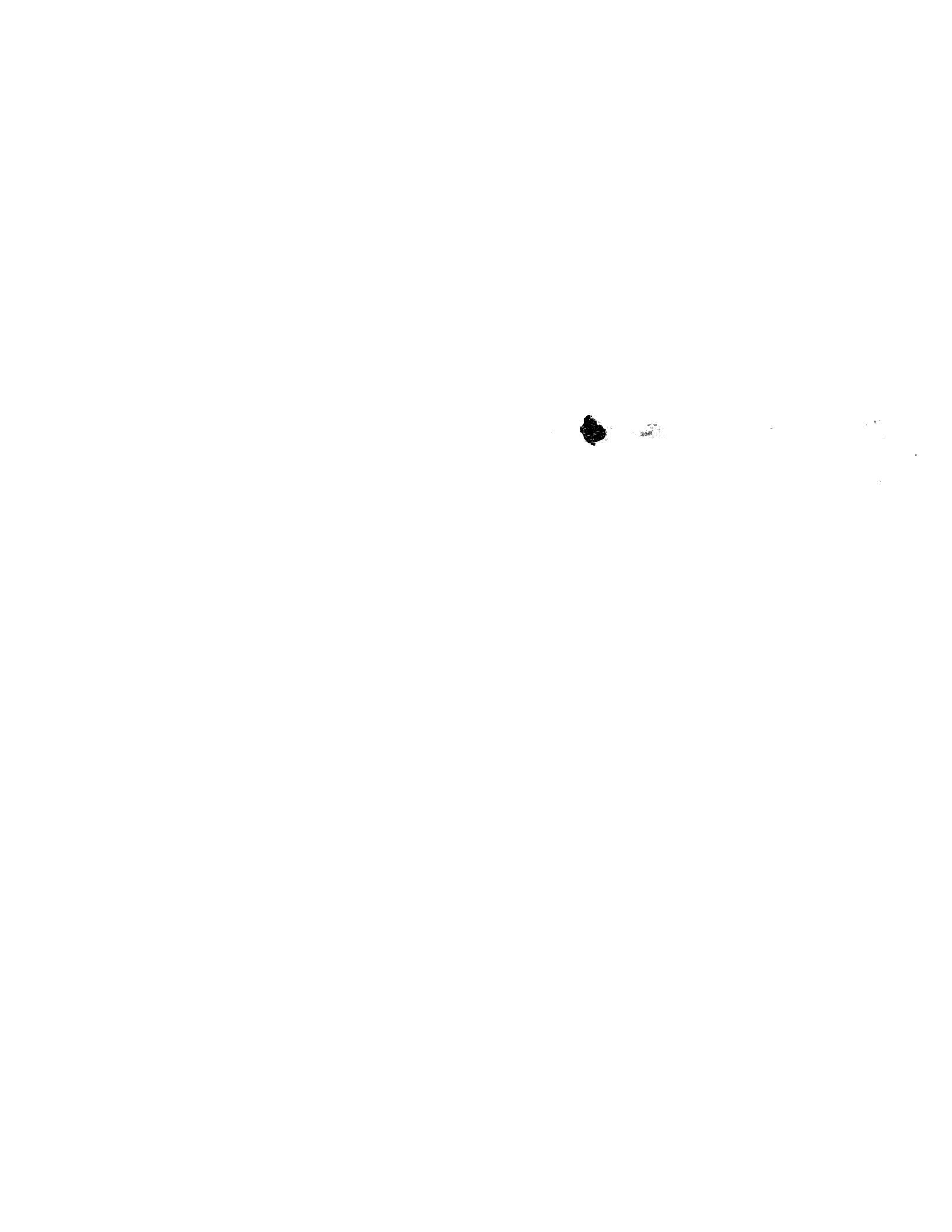
Signed and sealed at Colchester, Connecticut this 25th day of January, 2013.

[SEAL]

  
Town Clerk  
Colchester, Connecticut







**Colchester Senior Center**  
**BOS Request for Approval**

**TO: Board of Selectmen**

**FROM: Donna Paty, Administrative Assistant**

**RE: Exercise & Stretchercize Instructor Contract**

**DATE: 3/25/2013**

This is a renewal contract with our existing Exercise & Stretchercize instructor at the same hourly rates-  
Exercise \$30 per hour.  
Stretchercize \$25 per hour

**Action Recommended:**

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the attached contract with Gina Schriver, Exercise and Stretchercize Instructor beginning 4/4/13 and ending 12/30/13.



# Town of Colchester/Senior Center

95 Norwich Ave.  
Colchester, CT 06415  
(860) 537-3911

## LETTER OF AGREEMENT

### CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Gina Schriver, Exercise & Stretchercize Instructor

Name/Location	Time Period	Instructor	Hourly Rate
Senior Center	4/4-12/30/13	Gina Schriver	\$30 Exercise
Senior Center	4/4-12/30/13	Gina Schriver	\$25 Stretchercize

1. The contractor agrees to provide professional exercise and stretchercize instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per hour for exercise and \$25 per hour for stretchercize. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.
6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for



damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Gregg Schuster, First Selectman Date

---

Gina Schriver, Independent Contractor Date





## EMPLOYEE SUGGESTED REVISIONS TO UPDATED PERSONNEL POLICIES

### PG. 8

#### Employee Classification

F. Elected Official. An elected official is one who has been duly elected by the residents of the Town of Colchester or appointed to fill a vacancy and is otherwise considered a “full-time” employee as defined in this section. The elected officials that this policy pertains to are solely the First Selectman, Town Clerk, and Tax Collector. Elected officials are not subject to the three (3) month probationary period upon election or appointment. Elected officials are eligible for all of the employee benefits offered by the Town, such as group insurance, vacation, holidays, sick leave, ~~paid time off~~, leaves of absence, 401(a) and 457 Plan, and other benefits as set forth in these personnel policies effective the first day of the month immediately following their election or appointment. Benefits provided to paid, full-time elected officials are to be determined by the Town of Colchester's Board of Selectmen and may be expanded or decreased as is deemed in the best interest of the Town.

### PG. 15

#### III. YOUR PAY AND BENEFITS

##### Your Paycheck

All employees are paid on a bi-weekly basis. All required deductions for federal, state or local taxes, and all authorized voluntary deductions such as health or dental plans, 401(a), 457, etc. are withheld from your paycheck. All paychecks will be directly deposited into your personal checking or savings account(s), unless the First Selectman determines there are extenuating circumstances that necessitate a printed paycheck.

### PG. 25

#### Leaves of Absence – Personal Days

It is the responsibility of the employee to submit a written request to his or her supervisor to take a personal leave day ~~The First Selectman, on recommendation of the employee's supervisor, shall decide whether to grant an employee's request to take a personal leave day. Personal leave is to be used solely for the purpose of conducting personal business, which cannot be transacted outside of work hours (i.e. house closings, court appearances). Such request(s) shall not be unreasonably denied. and permission to take such a personal leave day is contingent upon the supervisor's approval.~~

(Selectman recommended change)

Personal leave should be requested in advance from your supervisor. This should be done on the appropriate form provided for this purpose. To allow proper operation of your department, personal leave will be granted at the discretion of your supervisor. You should check with him or her as soon as you anticipate the need for personal leave. The Town recognizes that this may not always be possible. In the event of an emergency or other issue which precludes your ability to request personal leave using the normal procedure, and you must be absent from work you or, if you are incapacitated, a family member or friend should contact your supervisor of the Selectman's office to notify the Town as soon as practical. In such cases your supervisor can allow use of personal Leave without prior notice.

#### **PG. 37**

##### **Expense Reimbursement**

Employees who are required to use their personal vehicles for official Town business are reimbursed for such travel at the ~~rate of thirty two cents (\$0.32) per mile.~~ current IRS mileage reimbursement rate. All reimbursable travel must have prior authorization of your supervisor. To be eligible for reimbursement, the employee must submit a written record of travel expenditures to his or her supervisor ~~within ten (10) working days of the date of the employee's reimbursable travel~~ for approval on a ~~monthly~~ quarterly basis.

#### **PG. 38**

##### **Acceptable Computer Network and Office Equipment Use (ADDED FROM CURRENT POLICY)**

The First Selectman ~~and management~~ hasve the right to review, audit, intercept, access and/or disclose all messages and /or images created, received or sent over the electronic mail system. The contents of electronic mail may be disclosed without the permission of the employee. There is no expectation of privacy. The First Selectman may limit or deny individual's access to the system.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWN OF COLCHESTER  
AND  
MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)  
LOCAL 506, SEIU, AFL-CIO, CLC  
  
REPRESENTING  
TRANSFER STATION, PARKS & RECREATION,  
HIGHWAY CREW, FLEET MAINTENANCE  
AND  
WATER DEPARTMENT EMPLOYEES

7/1/10 – 6/30/13

September 16, 2010  
41975

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## PREAMBLE

This Agreement is made and entered into effective the upon ratification by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent," Local 506, SEIU, AFL-CIO, CLC (hereinafter referred to as the "Union").

## ARTICLE 1

### Recognition

Section One. The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the Highway, Parks and Recreation and Water Department employees, whose job titles and/or job classifications were placed within the Road Crew Unit by the Connecticut State Board of Labor under #ME-9239, ME-16398, ME-19958 or by agreement of the parties. This agreement will cover the highway crew, fleet maintenance, parks and recreation department, transfer station and water department employees.

Section Two. Annually, on January 1<sup>st</sup>, the Town shall provide a copy of the job descriptions of any new job classifications created within the prior twelve (12) months.

Section Three. Whenever the word "Town" is used in the agreement, it shall mean the Town of Colchester. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

## ARTICLE 2

### Non Discrimination and Affirmative Action

Section One. The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job, sexual orientation, military service/veteran's status or lawful political activity.

Section Two. The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section Three. No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this agreement.

## ARTICLE 3

### Union Rights

Section One. The Town shall deal exclusively with the Union-designated stewards or staff representatives in the processing of grievances or any other aspect of contract administration.

Section Two. During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of the contract or within seven (7) days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section Three. The Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall begin immediately upon the date of their employment with the Town and continue for the duration of the Agreement or any extension thereof.

Section Four. The Town agrees to voluntary payroll deductions for COPE, the Union's Political Action Fund.

Section Five. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in 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 dues deduction(s). Service fees shall be deducted automatically by the Town.

Section Six. The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Seven. No dues or fees will be deducted from an employee who is on leave of absence and who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section Eight. The Town agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Nine. Access to premises during work hours. Union Staff Representatives and a steward shall be permitted to visit any employee of the bargaining unit at their work site, after first receiving permission from the employee's immediate supervisor, for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent. Where the steward visits an employee of the bargaining unit, the steward shall receive permission from the employee's supervisor.

Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union shall lose no pay or benefits.

Section Ten. The Town shall provide each member of the bargaining unit a copy of this contract within 10 days of its signing. Likewise the Town agrees to provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members within one week of their date of initial hire.

Section Eleven. If not enough dues are available in one paycheck, the dues will be deducted from the next check.

#### ARTICLE 4

##### Prior Rights and Benefits

Section One. This Collective Bargaining Agreement contains the complete agreement of the parties with regard to all issues related to employees' wages, hours and other terms and conditions of employment.

#### ARTICLE 5

##### Prohibition of Strikes

Section One. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

Section Two. The Town reserves the right to discharge or otherwise discipline an employee taking part in any violation of this provision of the Agreement.



## ARTICLE 6

### Bargaining Unit Work

Section One. With the exception of Water Department employees, subcontractors will not be used to reduce overtime or eliminate the standard work force or the hours that bargaining unit members work.

Section Two. This Article is not meant to disallow the Town from entering into agreements with tree services, brush cutting services, back hoe services, snow removal services, tire replacement services, periodic waxing of floors, washing of windows and larger painting projects at Town Hall or other Town facilities or other services which they have subcontracted for before including, but not limited to, mowing or landscaping services. Except for the above listed services, Bargaining Unit work shall be done by qualified Bargaining Unit employees prior to being offered to subcontractors or other individuals provided that adequate manpower and proper equipment are available. It is not the Town's intent to dispose of specific equipment solely for purposes of this provision.

Section Three. Temporary or Community Service people will only work during normal work hours. They will not be offered work outside of the above hours unless all qualified bargaining unit employees are either working or have been asked to work. This applies to work under Article 33 as well.

Section Four. Except in the case of emergencies, all normal repairs and servicing on Town vehicles shall be performed by Town mechanics. Before mechanical work is sent out the Supervisor will meet with the mechanic to discuss the need for subcontracting. Bargaining Unit work for mechanics includes all Town-owned vehicles except Board of Education vehicles and excludes warranty work.

## ARTICLE 7

### Seniority

Section One. Seniority shall be defined as status for specific purposes based on an employee's full-time service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1st of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of 90 calendar days. Upon completion of this period, the name of the new employee shall be added to the seniority list with his/her seniority commencing from the date of employment.

Section Two. Until expiration of the first ninety (90) working days (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. An employee's probationary period may be extended for a period of time not to exceed an additional ninety (90) working days by mutual agreement of the parties.

The promotional working test period will be forty-five (45) working days (any lost time will extend the probationary period).

## ARTICLE 8

### Vacancies

Section One. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit. All jobs within the bargaining unit including upgradings shall be posted.

Section Two. Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period but nothing will preclude the Town from concurrently posting or advertising outside of the bargaining unit. In no situation will outside applicants be interviewed prior to interviewing bargaining unit applicants. The Town shall have the right to select the best qualified candidate, as the Town deems appropriate based on the relative skill, experience and/or ability of the applicants, irrespective of their status as an internal or external candidate.

Section Three. Provided that no employee has recall rights, each vacancy shall first be filled by promotion of the most senior qualified person within the bargaining unit. If the vacancy cannot be filled by promotion from within the bargaining unit, it shall then be filled by transfer from within the bargaining unit. Notwithstanding the above, an employee who has had an active transfer request on file for at least six (6) months shall be considered prior to candidates for promotion. If an employee is selected for the vacant position, he/she will begin in the new position within the next three (3) week period.

Section Four. Vacancies shall be filled on the basis of greater seniority amongst qualified applicants, as defined in Article 7.

Section Five. If the employer selects a less senior employee to fill the vacancy in order to achieve an affirmative action goal, the more senior employee(s) who have applied for the position shall be so notified, and in any grievance the employer shall have the burden to show that the promotion achieves that goal.

Section Six. An employee who is promoted shall be placed at the lowest step in the higher class or grade which produces an increase of at least one pay increment, i.e. at least an increment of one step.

Section Seven. If an employee is temporarily retained in a vacancy or new position of a different class or grade which has a higher maximum rate of pay for a period of forty-five (45) calendar days or more, he/she shall temporarily be paid at the lowest step in the higher class or grade which produces an increase of at least one pay increment.

Section Eight. In the event the best qualified candidate is an outside candidate with prior experience and ability, the Supervisor may hire from the outside at a salary step commensurate with his/her experience and ability, but such salary shall not be higher than step two on the salary schedule.

## ARTICLE 9

### Transfers

Section One. A transfer is defined as a change in an employee's job location or job assignment from one department to another.

Section Two. Involuntary transfers shall not be made without first exhausting the voluntary transfer list. When it becomes necessary to involuntarily transfer an employee, the Town shall select on the basis of inverse seniority among qualified employees.

Section Three. Transfers will be effective on Sunday at 12:01 a.m. If there is an overlap in hours, overtime will be paid for hours which exceed 40 hours during the week.

## ARTICLE 10

### Hours of Work

Section One. The standard workweek for full-time employees in Parks and Recreation, Road Crew, and Fleet Maintenance will be from 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half (1/2) hour unpaid lunch break; hours at the Transfer Station will be 7:30 a.m. to 4:00 p.m. Tuesday and Saturday with one-half (1/2) hour unpaid lunch break. Standard hours of work for Water Department employees shall be 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half (1/2) hour unpaid lunch break. The unpaid lunch break shall be scheduled close to the middle of the shift consistent with the operating needs of the Town.

The parties agree that the Director of Public Works and the Director of Parks and Recreation will attempt to accommodate reasonable requests by the Union Steward to modify the work week for employees in all departments except water, maintenance and transfer due to hot weather during the months of July and August. Such requests will not be unreasonably denied after consideration of the impact to the public and or associated costs.

Section Two. All employees will receive two weeks written notice of any change in the established work week, excepting emergencies.

Section Three. (a) The Town agrees to notify the Union and negotiate over the impact of any schedule change. The Union agrees to conclude negotiations within two weeks. If this is not possible the Town may implement the schedule change.

(b) The Town agrees that all work schedule changes will be sent to the Union for its review prior to their implementation.

(c) When it becomes necessary to change an employee's shift or work assignment the Town shall select the least senior qualified employee.

(d) Change in workweek shall be made on the basis of reasonableness. No changes will be made for the purpose of avoiding overtime. The Town shall receive and discuss suggestions to modify the work week once established.

Section Four. Meal Period. The noon meal shall be one half hour. Employees required to work through lunch shall be paid for that time and shall be allowed to eat on the run during that afternoon with no loss of pay.

Section Five. Rest Periods. All employees will be allowed ten (10) minute rest periods scheduled near the middle of each half shift.

Section Six. Overtime. Employees who work more than forty (40) hours in any one week and/or more than eight hours in any one day, shall be compensated for overtime at the rate of time and one half. All paid leave will be considered as hours of work for purposes of determining payment of overtime for all employees. With the exception of Water Department employees, overtime will be equalized amongst qualified employees. A record of accrued overtime shall be posted on a weekly basis. Accrued overtime hours will be zeroed-out at the end of each fiscal year. The Town will make a reasonable effort to distribute overtime from low to high amongst qualified employees.

With the exception of Water Department employees, any employee who works on a Sunday and works 40 hours in that week shall be compensated at double time when work is approved by the First Selectman. Water Department employees shall be compensated at double time for unscheduled work on a Sunday, that is, for work not normally scheduled. Unscheduled overtime will be preapproved by the supervisor. Payment of double time is for those employees who are not normally scheduled to work on a Sunday. Also, with the exception of Christmas Day and Thanksgiving Day, any employee who works on a holiday shall be compensated at the

rate of time and one half plus his/her regular holiday pay. Any employee who works on Christmas Day or Thanksgiving Day shall be compensated at double time plus his/her regular holiday pay.

In the event an employee is called in to work prior to the start of his/her shift or after his/her shift ends, he/she will be paid for a minimum of two (2) hours work. In the event such work is contiguous to the normal shift starting time, the employee will be paid the overtime rate rounding up to the next whole hour for any fraction of the work completed as per the example that follows:

Example #1: An employee who normally works 7:00 a.m. to 3:30 p.m. and is called in to work at 6:00 a.m. and works to the end of his normal shift will be paid eight (8) hours at straight time and one (1) hour at time and one-half.

Example #2: An employee who normally works 7:00 a.m. to 3:30 p.m. and is called in to work at 4:00 a.m. and works until 6:30 a.m. then reports back to work at his normal shift starting time and works to the end of his normal shift will be paid eight (8) hours at straight time and two and one-half (2.5) hours at time and one-half.

Section Seven. Response to call-in. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one hour from the time of the call from the Town. They shall be paid from the initial call-in.

Section Eight. Employees will be given a 10 minute personal cleanup period at the end of his/her shift.

## ARTICLE 11

### Layoff & Recall

Section One. In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

Section Two. Prior to reducing the work force the Town shall layoff all temporary, federally funded employees and employees who have not completed their initial working test period first.

Section Three. When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff or (2) to mitigate the impact on the employee(s).

Section Four. When it becomes necessary for the Town to reduce the work force the Town shall give not less than six weeks written notice to the affected employees.

Section Five. The Town will layoff on the basis of seniority, with the least senior employee within a department being laid off first. A laid off employee within a department may bump the least senior employee in another department provided that the more senior laid off employee is qualified or can be qualified with a minimum amount of training. The senior qualified employee who bumps another employee shall be paid at the highest rate of the lower pay schedule but in no case shall such rate of pay exceed the employee's current rate. For the purposes of such layoff, departments shall include Highway, Fleet Maintenance, Transfer Station, Water and Parks and Recreation. The parties agree that the Town will not subcontract work during such periods of layoff in the affected departments unless otherwise permitted under Article 6 of the contract.

Section Six. Likewise, if there is a recall to work the Town shall recall laid off employees on the basis of seniority with the most senior employee within a department being recalled first.

Section Seven. Recall rights shall expire two years after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights.

Section Eight. Before any Union Steward is laid off, the Town will meet with the Steward and the Union Staff Representative to discuss the need for the pending layoff and to attempt to avoid such either through transfer and/or retraining if the Steward does not have bumping rights under Section Five above.

## ARTICLE 12

### Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

## ARTICLE 13

### Job Reclassification

Section One. Any bargaining unit employee whose job duties have changed shall request a meeting with his immediate supervisor to discuss the changes and to present data, views, and arguments justifying a reclassification. His immediate supervisor shall schedule the meeting within 30 days.

Section Two. If, at the conclusion of the meeting with the immediate supervisor, the employee still believes that a reclassification is justified, the immediate supervisor shall request a meeting with the First Selectman and Director to discuss the changes and to present the data, views and arguments. This meeting will be scheduled within thirty (30) days and an answer will be given within 15 days of this meeting by the First Selectman.

Section Three. The First Selectman will judge the request on whether there was a change in job duties substantial enough to affect the compensation grade, if so the affected employee will be placed in the new job classification.

Section Four. In the event that a bargaining unit employee believes his/her job duties have been substantially changed, the Union shall have the right to invoke impact bargaining in accordance with the requirements of the law.

Section Five. Employees qualified for upgraded positions will be selected prior to new employees being hired.

## ARTICLE 14

### Service Rating

Section One. Each employee will be evaluated in the first week in April of each year by his/her supervisor. An overall unsatisfactory service rating will deny an employee his/her next annual increment. Only overall unsatisfactory service ratings shall be grievable. Each employee shall receive his/her service rating prior to the last work day in May. An overall unsatisfactory service rating issued after the last work day in May shall not be allowed to deny an employee his/her next annual increment.

Section Two. The employee shall be given a copy of any service rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee. The current evaluation document is contained in Appendix B.

Section Three. Prior to revising the service rating form, the Town will provide an opportunity for the Union to have input into the process.

## ARTICLE 15

### Personnel Records

Section One. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Two. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievances will be arbitrable only if the employee suffers loss or prejudice, or if the material is disciplinary.

## ARTICLE 16

### Sick Leave

Section One. All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the rate of one (1) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

1. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.
2. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;
3. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days;
4. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section Two. Sick leave pay shall be granted to eligible employees and shall be at the employees base rate of pay:

1. When incapacitated from performing work due to non-job-related illness or injury;



2. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of the working hours, provided the employee attains a certificate from his/her doctor which is to be filed with the supervisor.
3. In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of paid sick leave per calendar year shall be granted with the approval of the supervisor.
4. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
5. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.

Section Three. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the supervisor. If employee attends a funeral during his/her vacation, such attendance will be charged to sick leave.

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Four. An employee who has been laid off from Town service in good standing and who is reemployed within one (1) year from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff.

Section Five. Each employee who retires or resigns with ten or more years of service with the Town will be paid for his sick leave at the base rate of pay. Upon death of an employee who has completed ten or more years service with the Town, the employee's designated beneficiary shall be paid for his sick leave at this base rate of pay.

Section Six. Employees will have the right to accumulate up to 90 days of sick leave.

Section Seven. An employee called to serve as a juror will receive his/her pay less pay received as a juror for each work day while on Jury Duty. An employee on jury duty shall report to work unless directed to report to Court to serve on jury duty. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours for Town related actions, time off with pay and without loss of earned leave time shall be granted for town-related actions. In all other cases, employees may use vacation or personal time.

ARTICLE 17

Vacations

Section One. All employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>	<u>Accrual Rate</u>
1 year completed	1 week (5 days)	5/12 day per month
2-7 years completed	2 weeks (10 days)	5/6 day per month
8-14 years completed	3 weeks (15 days)	1 1/4 day/month
15 years and above	4 weeks (20 days)	1 2/3 day/month

Section Two. Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

Section Three. (a) Normally, individual vacation days will be requested a minimum of three or more days in advance, but an employee may request such time with at least 24 hours notice. In case of emergency or unusual circumstances less than 24 hours notice may be given for vacation request.

(b) Any employee may take vacation days in conjunction with personal leave days or holidays or sick leave for medical and dental appointments.

Section Four. (a) Assignment of vacation time off shall be made at the times desired, provided it is applied for prior to April 1, of each year. In the event that more employees request the same vacation time than can be reasonably spared, vacation time off shall be granted upon seniority.

(b) Vacation requests shall be promptly approved or denied.

(c) Once approved vacation time must be granted.

Section Five. Upon termination in good standing (i.e. not termination for just cause) or retirement each employee will be paid for accrued vacation at his/her current base rate of pay.

Section Six. Employees shall take time off for all earned vacation.

## ARTICLE 18

### Personal Leave & Military Leave

Section One. In addition to annual vacation, each employee shall receive four (4) personal leave of absence days on January 1, of each calendar year with pay providing twenty-four (24) hours notice is given to the employee's immediate supervisor concerning non-emergency requests. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated. Personal leave time may be used in two (2) hour increments.

Section Two. Military leave will be provided in accordance with applicable State and Federal law as may be amended from time to time. Upon request, copies of such applicable laws will be provided to employees.

Section Three. In the event of a death in the immediate family of a full-time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employees' spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father-in-law, grandchild, or any other relative who is living in the employee's household.

Section Four. In the event of death of a brother or sister-in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section Five. The First Selectman may, in his/her discretion, grant additional time off for funeral leave for those relatives set forth in Section 3 or 4 or other persons other than members of the immediate family which will be deducted from an employee's vacation time, or personal days.

ARTICLE 19

Holidays

Section One. Holidays will be observed as follows:

<u>New Year's Day</u>	Sunday	Friday one-half day to Tuesday 7 a.m.
	Monday	Friday one-half day to Tuesday 7 a.m.
	Tuesday	Monday one-half day to Wed. 7 a.m.
	Wed.	Tuesday one-half day to Thurs. 7 a.m.
	Thursday	Wednesday one-half day to Fri. 7 a.m.
	Friday	Thursday one-half day to Mon. 7 a.m.
	Saturday	Thursday one-half day to Mon. 7 a.m.
<u>Martin Luther King Day</u>		One day only Saturday - Closed Friday Sunday - Closed Monday
<u>President's Day</u>		One day only Third Monday in February
<u>Good Friday</u>		One day only
<u>Memorial Day</u>		One day only Last Monday in May
<u>Independence Day</u>		One day only Saturday - Closed Friday Sunday - Closed Monday
<u>Labor Day</u>		One day only First Monday in September
<u>Columbus Day</u>		One day only Second Monday in October
<u>Thanksgiving Day &amp; Day After</u>		Thursday and Friday



Whenever "days" are used in this article, it shall mean "working days."

Section Three. Time Limits. If a grievance in writing is not filed within fifteen (15) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this article except for the initial filing may be extended by mutual agreement of the Union and the Town or its designee in writing, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Four. Step 1 - Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee's Union steward or representative will first discuss the matter with his/her supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within seven (7) days after the above meeting with a copy to the supervisor's Director. The supervisor shall reply within five (5) working days to the Steward with a copy to the Union.

Step 2 - First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman, the supervisor and the supervisor's director shall meet with the grievant to discuss and answer the grievance within ten (10) working days.

Step 3 - Mediation. If the grievance is not resolved, the parties may, by mutual agreement, submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step 2 answer. A copy shall be sent to all parties.

In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step 2.

Step 4 - Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the Connecticut Board of Mediation and Arbitration no later than ten (10) days after the First Selectman's answer under Step 2, provided that in the event that the parties have agreed upon mediation, the grievance must be filed no later than ten (10) days after the mediation session.

The arbitrator's award shall be binding. The arbitrator's award shall include findings of fact and conclusions as necessary to support the award. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. The cost of arbitration shall be born equally by both parties.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

## ARTICLE 21

### Insurance Benefits

Section One. All bargaining unit employees may elect single, two-person, or family coverage under one of the following medical benefit plans:

1. Century Preferred Managed Care Plan.
2. Blue Care Managed Care Plan.

Notwithstanding the provisions set forth in Section Seven below, effective with the 2011-2012 contract year, the Town shall implement the Comp Mix plan as attached at Appendix C in lieu of the current plan offerings.

Employees shall be given the opportunity to change their election on an annual basis.

Section Two. The Town will pay the full cost of group life insurance for all bargaining unit employees in the amount of \$50,000.

#### Section Three.

- a. For non-Medicare eligible employees who retire on or after July 1, 1999, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.
- b. At such time as a retiree who retires on or after July 1, 1999 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.

Section Four. All references in this agreement to types of benefits are solely for the purpose of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section Five. Effective July 1, 2010, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Century Preferred Plan or for the Blue Care Plan. Effective to July 1, 2010, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person or family dental benefit coverage. All employees shall be enrolled in the Public Sector Three Tier Prescription Drug Plan with copayments as follows:

- \$5 (generic drug prescriptions)
- \$25 (formulary drug prescriptions)
- \$40 (non-formulary drug prescriptions)

Under such Plan, the employee shall pay two times (2x) the applicable copayment for a 100-day supply of a prescription filled by mail order.

Effective July 1, 2011, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Comp Mix Plan (described in Appendix C) or other Plan that may be offered by the Town pursuant to Section Seven below. Effective July 1, 2011, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family dental benefit coverage.

Effective July 1, 2012 each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, sixteen percent (16%) of the monthly premium cost for individual, two-person, or family medical benefit coverage for the Anthem Comp Mix Plan or other plan that may be offered by the Town pursuant to Section Seven below. Effective July 1, 2012, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, sixteen percent (16%) of the monthly premium cost for individual, two-person, or family dental benefit coverage.

The Town shall establish a Section 125 Plan so that any insurance contribution made by employees can be made on a pre-tax basis to the extent allowed by law.

Section Six. Each employee shall pay on a bi-weekly basis his/her percent of the premium contribution based on the coverage selected by each bargaining unit employee and the Town shall pay the balance of the costs of the above-referenced medical, dental, and prescription drug coverage. Bargaining unit employees authorize the Town to deduct on a bi-weekly basis from each employee's wages the applicable premium cost sharing contributions.

Section Seven. The Town shall have the right to change medical plans, benefits, carriers and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.



Section Eight. As set forth more fully in the long term disability plan design a copy of which will be made available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

Section Nine. Employees shall be allowed to enroll step children who live with the employee or for whom the employee is responsible into the Town's health insurance plans.

Section Ten. Insurance coverages for new employees will commence on the first day of the month closest to the completion of the probationary period. An application for insurance will be completed on date of hire.

## ARTICLE 22

### Section 401(a)/Section 457 Deferred Compensation Plans

Section One. Effective upon ratification, full-time employees are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after-tax basis subject to the annual limits allowed by law including pre-tax employer and employee contributions. The Town's contribution to the 401(a) plan of each bargaining unit employee shall vest in accordance with the following schedule:

After one (1) year of service:	20%
After completing two (2) years of service:	40%
After completing three (3) years of service:	60%
After completing four (4) years of service:	80%
After completing five (5) years of service:	100%

Section Two. Effective upon ratification, each employee shall have the option of contributing to the Town's Section 457 Plan after one year of employment in addition to the 401(a) plan described in Section One to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make matching contributions to the 457 Plan.

## ARTICLE 23

### Safety and Health

Section One. The Employer shall furnish and maintain safe, healthful, and sanitary washing facilities and toilets. All bargaining unit employees are expected to use and to maintain them in good condition.

Section Two. Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward.

Section Three. The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees protective equipment required by existing state law. Any equipment rented or leased by the Town for use by bargaining unit members will be inspected before its use, without unnecessary or unreasonable delay, for purposes of safety and in accordance with any rental or lease agreement by an appropriate bargaining unit member and/or supervisor. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

The Town also agrees to supply, upon request and need, face shields, earmuffs, foul weather gear, gloves and 12-inch or 14-inch boots. Provided all such items are used for job related activities and not for personal use.

Section Four. Prior to operating or driving any piece of Town equipment, each operator/driver shall receive the proper training on that piece of equipment by a qualified driver or operator. All Town employees (including new employees) will be trained to run all equipment required in their job category.

Section Five. Employees are prohibited from smoking around hazardous and/or flammable materials.

Section Six. No employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe or unhealthy condition. Such equipment shall be tagged by a mechanic until appropriate repairs are made. No employee shall be required to perform a task for which he/she has not received appropriate training or without qualified supervision when the absence of such training or supervision make the task unsafe. Such conditions shall be immediately reported to the employee's supervisor for appropriate action.

Section Seven. No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or cause serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor or, if the on-site supervisor is not available for immediate inspection, the Department Head who will assign a qualified individual or entity to inspect the apparatus.

## ARTICLE 24

### Wages

Section One. All employees hired on or after July 1, 2010 shall receive their wages (including longevity and any other contractual pay) on a bi-weekly basis through direct deposit to an account designated by such employee. Employees hired before such date shall elect to have all such payments made either through direct deposit or written check. Employees who elect written checks shall receive their paychecks prior to quitting time every other Friday. When such employees leave on vacation they will be given their current paycheck on Thursday afternoon and a vacation paycheck if requested at least one week in advance.

#### Section Two.

Grade 4-I	Transfer Station Equipment Operator
Grade 4-II	Transfer Station Operator
Grade 5-I	Parks & Recreation Maintainer I
Grade 5-II	Parks & Recreation Maintainer II
Grade 5-III	Parks & Recreation Maintainer III
Grade 5-IV	Parks & Recreation Crew Leader
Grade 6-I	Highway Maintainer I
Grade 6-II	Highway Maintainer II
Grade 6-III	Highway Maintainer III
Grade 6-IV	Assistant Road Foreman
Grade 7-I	Plant Operator in Training
Grade 7-II	Plant Operator

Grade 7-III Chief Plant Operator

Grade 8-I Mechanic I

Grade 8-II Mechanic II

Grade 8-III Mechanic III

Section Three. The wage schedules for bargaining unit employees are attached as Appendix A. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next wage rate in his/her grade on the wage schedule effective and retroactive to July 1, 2010. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next wage rate in his/her grade on the wage schedule on July 1, 2011. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next wage rate in his/her grade on the wage schedule on July 1, 2012. The wage schedule will be adjusted by a three percent (3.0%) general wage increase on July 1, 2011 and July 1, 2012 in accordance with Schedule A.

Section Four. Longevity. After the completion of the fifth year of service, longevity compensation shall be paid on the employee's anniversary date as follows:

6th to 9th year	\$450
10th to 14th year	\$500
15th to 19th year	\$600
20 and over	\$750

Section Five. Class A License. Grade 6-II employees who possess a Class A License who are assigned to drive a truck and trailer shall be paid a \$.50 cent per hour differential for actual time worked on such assignment in excess of one-half hour. This work shall be equalized among Class A drivers on an annual basis.

## ARTICLE 25

### Disciplinary Action

Section One. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

Section Two. All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

Section Three. Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

Section Four. An employee must be notified prior to being suspended or dismissed.

Section Five. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview that a Union representative is needed, the meeting will come to a close until a Union representative can be present.

Section Six. Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section Seven. All disciplinary actions may be appealed through the established grievance procedure.

Section Eight. Before any Union Steward is disciplined, the Town will meet with the Steward and the Union Staff Representative to conduct a pre-disciplinary hearing.

## ARTICLE 26

### Savings Clause

Section One. If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

## ARTICLE 27

### Union Convention/Training Sessions

Section One. The Town shall, upon reasonable advance notice, permit no more than four (4) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section Two. The Town shall, upon reasonable advance notice, permit up to two (2) employees whom the Union designates, to attend a one day training session per contract year. The time shall be taken without loss of pay or benefits.

## ARTICLE 28

### Duration

Section One. This agreement shall be effective upon signing and shall remain in full force and effect until the thirtieth day of June, 2013. This Agreement shall remain in full force and be effective during the period of negotiations.

Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January, 2013, with an expected completion date of June 30, 2013.

## ARTICLE 29

### Pregnancy Leave

Section One. Pregnancy leave shall be granted in accordance with the law.

Section Two. An employee will continue to accrue earned time while she is on a disability leave in accordance with Article 16 – Sick Leave.

Section Three. A pregnant employee will inform the First Selectman before she leaves work if she intends to return to her job.

Section Four. Paternity Leave. Five days will be granted which shall be deducted from an employee's sick leave balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time pursuant to the Family Medical Leave Act (FMLA).

## ARTICLE 30

### Employee Mileage Expense Reimbursement

Employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate per mile, and the payment shall be made within a month after submission of an itemization of mileage accrued. No employee shall be required to use his/her personal vehicle for Town business.

## ARTICLE 31

### Scheduled And Unscheduled Overtime

Section One. Scheduled Overtime shall be that which is necessary for the timely completion of regular work in process when the need for such work is known reasonably in advance of its required commencement. When scheduled overtime is required, employees will be notified by his/her supervisor or the First Selectman, at least prior to the end of the employees' preceding shift. With the exception of Water Department employees who are scheduled to perform plant maintenance on Saturdays, Sundays and holidays once in the morning and once in the late afternoon, scheduled overtime, when required, will be scheduled between the hours of 6:00 a.m. to 5:00 p.m. on Saturdays, Sundays, and holidays with a half hour off for unpaid lunch at 12:00 p.m. No meals will be provided for scheduled overtime.

Section Two. Unscheduled overtime shall be that which is required in the event of storms or other natural or man-made emergencies and to complete emergent work or work in process. When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary unless the employee can provide a reasonable excuse as to why he or she is not available. Any employee called in for unscheduled overtime will have their meals provided for by the Town, without loss of pay or benefits, provided that breakfast, lunch or dinner will be provided only if the employee has worked two hours as of the time of the meal and further provided that no meals will be paid that fall within an employee's regular work hours. Meal times will be as follows: Breakfast 8:00 a.m., Lunch 12:00 p.m., Dinner 6:00 p.m. Meal periods will be half hour in duration and will be scheduled within one hour of this established time (i.e. one hour before or one hour after). The maximum dollar amounts that employees will be reimbursed for meals will be: Breakfast, \$7.00, Lunch, \$10.00, Dinner, \$14.00. Upon presentation of receipts, employees will be reimbursed for meals for the actual amount of the receipt up to the maximum amounts specified above. Employees will be paid such meal allowance money by check within three (3) business days after all employees seeking reimbursement for meals for the same day have submitted their receipts.

Section Three. 1. Any employee who is ordered to work past 6:00 p.m. on a regular work day on unscheduled overtime will have a dinner meal provided for them without loss of pay or benefits.

2. Any employee who is called in prior to 6:00 a.m. on a regular work day will have breakfast, lunch and dinner meals provided for by the Town as long as they are still working, without loss of pay or benefits for breakfast, lunch and dinner. (Half hour will be deducted for lunch.) The maximum dollar amounts that employees will be reimbursed for meals will be: Breakfast, \$7.00, Lunch, \$10.00, Dinner, \$14.00. Upon presentation of receipts, employees will be reimbursed for meals for the actual amount of the receipt up to the maximum amounts specified above. Employees will be paid such meal allowance money by check within three (3) business days after all employees seeking reimbursement for meals for the same day have submitted their receipts.

Section Four. 1. An employee engaged in extended work or snow operations shall be entitled to a two (2) hour rest break without loss of pay or benefits after working twelve (12) consecutive hours.

2. That for reasons of entitlement, the twelve (12) hours will start when the employee is called in or starts his/her normal work day, whichever comes first, or completes his/her rest period and shall include coffee breaks, but does not include meal periods.

3. It is further agreed that the supervisor will have the right to schedule these breaks within two (2) hours of the 12th hour. (i.e. two (2) hours prior to or two (2) hours after the established time.)

4. However, if after earning this break the employee is released from duty he/she shall receive two (2) hours pay. Likewise, if an eligible employee is released from duty without having received the full rest period he/she shall be paid for the remainder of the rest period.

5. During emergency situations only (fire, ambulance, trees down, etc.) for every hour worked after 14 hours without a rest break, an additional 20 minutes will be added to the two (2) hour rest break.

6. If a meal break comes at the same time as the rest break, the break shall be extended to include the meal time.

Section Five. All employees shall be subject to call for snow and/or ice and/or other emergency assignments. In the event an employee is not available to be called on any given evening, he/she shall provide advance notice to his/her supervisor. Each employee who is subject to call shall provide his/her supervisor with an appropriate phone number where he/she may be reached.

Section Six. If an employee assigned to winter maintenance operations is off-duty and observes that weather conditions are impairing highway travel or that hazardous driving is likely to result, the employee will make a completed phone call to his/her assigned supervisor or designee for instructions regarding whether to report for work. The employee will be expected to follow the instructions received. If the supervisor or designee is not available, the employee shall call the First Selectman.



Section Seven. Response to call-in. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one hour from the time of the call from the Town for overtime or weather related emergencies. They shall be paid from the initial call-in, not to exceed one hour unless approved by the supervisor.

Section Eight. All qualified bargaining unit Employees, Highway, Fleet Maintenance, Parks and Recreation, Transfer Station and Water Department will be used for scheduled and unscheduled overtime respective to their departments before calling other departments. This language is not intended to require the Town to call in employees to work when there are other employees on duty. Within the Parks and Recreation Department, seasonal help may be scheduled to work evening hours provided Parks and Recreation Department employees have declined overtime.

Section Nine. Equalization of Overtime. With the exception of Water Department employees, the employer shall survey bargaining unit employees to determine willingness to work voluntary scheduled overtime. Subject to the provisions of the overtime section, voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. Overtime, scheduled and unscheduled, shall be reasonably equalized according to equalization work unit or shift in each fiscal year (July - June).

When an employee refuses voluntary scheduled overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes. Employees who are asked to work overtime three and one-half (3½) hours prior to the end of their shift and who are unable to work, shall not be charged red (refusal) time.

When there are insufficient employees available for voluntary scheduled overtime work within an equalization work unit or shift, the employer will distribute such overtime work among all qualified volunteers outside the equalization work unit or shift. If the employer cannot staff the voluntary overtime assignment on a voluntary basis, the least senior qualified employee from the equalization work unit or shift shall be ordered to staff the overtime assignment unless he or she can provide a reasonable excuse. In that case, the employer will order the next least senior qualified employee from the equalization work unit or shift to staff the overtime assignment.

Overtime records shall be maintained at each facility which utilizes employees on overtime. Such records shall be maintained or posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. Such records shall also be available for inspection by the Union. The Town shall post overtime records every two weeks.

Section Ten. An employee who is required to report to work on an overtime basis shall receive a minimum of two (2) hours pay. An employee who is recalled within two (2) hours after being released from work shall be considered to have never been released and shall be paid accordingly.

If the employee is recalled within two (2) hours of a prior release, the two (2) hour guarantee shall begin with the time of release, rather than the time of recall.

Section Eleven. Rest Breaks. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such cases, the supervisor shall arrange for any required relief personnel and shall arrange for the release of the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the time shall be charged to vacation, personal leave or earned time, at the request of the employee.

Section Twelve. All bargaining unit work performed whether paid or unpaid shall be posted on the overtime list.

Section Thirteen. Employees who live out of town shall be allowed to remain at the garage between a late night and their next shift.

Section Fourteen. All work performed at the Transfer Station either on off days, or before or after the regular scheduled hours will be first offered to the qualified Transfer Station personnel as overtime before being offered to the Road Crew.

## ARTICLE 32

### Uniforms/Protective Clothing/Tools

Section One. With the exception of Water Department employees, who shall be provided with six (6) rental uniforms, furnished and repaired at the Town's expense, the Town will provide each employee with eleven (11) uniforms plus jackets. The Town will provide two (2) pairs of coveralls to each employee. Each employee will receive one set of coveralls for summer wear and one set of coveralls for winter wear. Such coveralls will be replaced with approval of the Department Head.

Section Two. "As required by OSHA, all employees are to wear safety shoes. Employees shall receive a safety shoe allotment of up to two hundred dollars (\$200.00) during each contract year (i.e. July 1 through June 30). Payment of such safety shoe allotment up to the maximum amount of two hundred dollars (\$200.00) shall be paid within the two (2) to four (4) week period following the employee's submission of receipts to the Town documenting such proof of purchase of safety shoes.

Section Three. The Town will furnish all tools and sockets over 1 1/4 inches that are used on Town equipment.

Section Four. The Town will provide insurance coverage for the mechanics' tools up to \$30,000 with no deductible. For insurance coverage purposes, documentation of the inventory of such mechanics' tools shall be required.

Section Five. All Town vehicles will be equipped with mobile two-way radios.

The Town will provide a tool reimbursement of \$25.00 per month to all mechanics payable the first of each month. Management reserves the right to audit its return on its investment. Consequently, employees are required to document all reimbursable costs.

Section Seven. An employee whose eyeglasses or hearing aids are ruined while in the course of duty shall be reimbursed by the Town for repair, if possible, or replacement, provided the employee notifies the First Selectman of the incident within two working days, in writing, and provided the employee submits a receipt for such expenses within seven days of repair/replacement. No reimbursement will be made where the damage is a result of normal wear and tear, or where the damage is a result of negligent, reckless or intentional conduct by the employee.

### ARTICLE 33

#### Volunteer Fire and Ambulance Duty

Any bargaining unit employee who is a member of the Colchester-Hayward Volunteer Fire Department shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

### ARTICLE 34

#### PROBATIONARY PERIOD

Section One. A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use such time after completion of their probationary period.

Section Two. Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired after January 1 through March 1— 3 personal leave days

Hired after March 2 through June 1 – 2 personal leave days

Hired after June 2 through September 1— 1 personal leave day

Section Three. New employees shall qualify for holiday pay upon hire.

Section Four. Uniforms will be provided to new employees within 30 days of the date of employment.

## ARTICLE 35

### MANAGEMENT RIGHTS

Section One. Except as otherwise limited by an express provision of this Agreement the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of or the discontinuing of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section Two. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

## ARTICLE 36

### BEEPER ON-CALL DUTY PAYMENT

A Water Department employee who is assigned to primary on-call duty will be required to carry a beeper and will be paid a \$50.00 per week stipend to respond to calls in addition to call-in pay.

## ARTICLE 37

### TRAINING

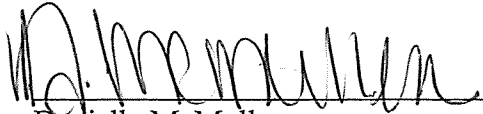
Section 1. The Town shall continue to provide necessary training or continuing education to maintain certifications. All such training or continuing education must be pre-approved by the First Selectman.

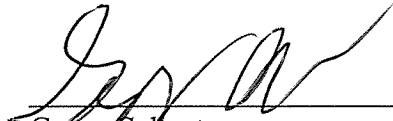
Section 2. The Town shall pay the registration cost of training courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THE 7<sup>th</sup>  
DAY OF October, 2010.

FOR THE UNION

FOR THE TOWN OF COLCHESTER

  
\_\_\_\_\_  
Danielle McMullen  
MEUI Representative

  
\_\_\_\_\_  
Gregg Schuster  
First Selectman

APPENDIX A  
TOWN OF COLCHESTER PUBLIC WORKS/WATER DEPT.  
SALARY SCHEDULES

JULY 1, 2010  
No GWI (Step Increase Only)

Title	Grade	STEPS										
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Transfer Station Equip. Op.	4-I	16.19	16.51	16.84	17.17	17.52	17.87	18.23	18.59	18.96	19.34	20.51
Transfer Station Operator	4-II	16.19	16.51	16.84	17.17	17.52	17.87	18.23	18.59	19.71		
P&R Maint. I	5-I	12.33	12.58	12.83	13.07	13.34	13.61	13.89	14.17	15.01		
P&R Maint. II	5-II	14.58	14.86	15.16	15.46	15.77	16.08	16.41	16.73	17.74		
P&R Maint. III	5-III	16.81	17.15	17.49	17.84	18.21	18.55	18.93	19.31	20.46		
P&R Crew Leader	5-IV	20.62	21.03	21.45	21.88	22.34	22.78	23.23	23.72	25.13		
Highway Maint. I	6-I	14.58	14.86	15.16	15.46	15.77	16.08	16.41	16.73	17.74		
Highway Maint. II	6-II	16.19	16.51	16.84	17.17	17.52	17.87	18.23	18.59	18.96	19.34	20.51
Highway Maint. III	6-III	18.21	18.55	18.94	19.31	19.70	20.10	20.50	20.91	22.18		
Asst. Road Foreman	6-IV	20.43	20.83	21.27	21.69	22.11	22.55	23.93				
Plant Operator in Training	7-I	15.85	16.18	16.49								
Plant Operator	7-II	17.94	18.29	18.67	19.02	19.41	19.80	20.20	20.60	21.84		
Chief Plant Operator	7-III	22.42	22.86	23.31	23.79	24.26	24.74	26.24				
Mechanic I	8-I	16.81	17.15	17.49	17.84	18.21	18.55	18.93	19.31	20.46		
Mechanic II	8-II	19.06	19.43	19.82	20.22	20.62	21.03	21.45	21.88	23.23		
Mechanic III	8-III	21.30	21.72	22.15	22.58	23.06	23.51	23.98	24.48	25.95		

APPENDIX A  
TOWN OF COLCHESTER PUBLIC WORKS/WATER DEPT.  
SALARY SCHEDULES

JULY 1, 2011  
3.0% GWI (Plus Step Increase)

Title	Grade	STEPS										
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Transfer Station Equip. Op.	4-I	16.68	17.00	17.35	17.69	18.05	18.41	18.78	19.15	19.53	19.92	21.12
Transfer Station Operator	4-II	16.68	17.00	17.35	17.69	18.05	18.41	18.78	19.15	20.30		
P&R Maint. I	5-I	12.70	12.96	13.21	13.46	13.74	14.02	14.31	14.60	15.46		
P&R Maint. II	5-II	15.02	15.31	15.61	15.92	16.24	16.56	16.90	17.23	18.27		
P&R Maint. III	5-III	17.31	17.66	18.01	18.38	18.76	19.11	19.50	19.89	21.07		
P&R Crew Leader	5-IV	21.24	21.66	22.09	22.54	23.01	23.46	23.93	24.43	25.88		
Highway Maint. I	6-I	15.02	15.31	15.61	15.92	16.24	16.56	16.90	17.23	18.27		
Highway Maint. II	6-II	16.68	17.00	17.35	17.69	18.05	18.41	18.78	19.15	19.53	19.92	21.12
Highway Maint. III	6-III	18.76	19.11	19.51	19.89	20.29	20.70	21.12	21.54	22.85		
Asst. Road Foreman	6-IV	21.04	21.45	21.91	22.34	22.77	23.23	24.65				
Plant Operator in Training	7-I	16.33	16.67	16.98								
Plant Operator	7-II	18.48	18.84	19.23	19.59	19.99	20.39	20.81	21.22	22.50		
Chief Plant Operator	7-III	23.09	23.55	24.01	24.50	24.99	25.48	27.03				
Mechanic I	8-I	17.31	17.66	18.01	18.38	18.76	19.11	19.50	19.89	21.07		
Mechanic II	8-II	19.63	20.01	20.41	20.83	21.24	21.66	22.09	22.54	23.93		
Mechanic III	8-III	21.94	22.37	22.81	23.26	23.75	24.22	24.70	25.21	26.73		

APPENDIX A  
TOWN OF COLCHESTER PUBLIC WORKS/WATER DEPT.  
SALARY SCHEDULES

JULY 1, 2012  
3.0% GWI (Plus Step Increase)

Title	Grade	STEPS										
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Transfer Station Equip. Op.	4-I	17.18	17.51	17.87	18.22	18.58	18.96	19.34	19.72	20.12	20.52	21.75
Transfer Station Operator	4-II	17.18	17.51	17.87	18.22	18.58	18.96	19.34	19.72	20.91		
P&R Maint. I	5-I	13.08	13.35	13.61	13.86	14.15	14.44	14.74	15.04	15.92		
P&R Maint. II	5-II	15.47	15.77	16.08	16.40	16.73	17.06	17.41	17.75	18.82		
P&R Maint. III	5-III	17.83	18.19	18.55	18.93	19.32	19.68	20.09	20.49	21.70		
P&R Crew Leader	5-IV	21.88	22.31	22.75	23.22	23.70	24.16	24.65	25.16	26.66		
Highway Maint. I	6-I	15.47	15.77	16.08	16.40	16.73	17.06	17.41	17.75	18.82		
Highway Maint. II	6-II	17.18	17.51	17.87	18.22	18.59	18.96	19.34	19.72	20.12	20.52	21.75
Highway Maint. III	6-III	19.32	19.68	20.10	20.49	20.90	21.32	21.75	22.19	23.54		
Asst. Road Foreman	6-IV	21.67	22.09	22.57	23.01	23.45	23.93	25.39				
Plant Operator in Training	7-I	16.82	17.17	17.49								
Plant Operator	7-II	19.03	19.41	19.81	20.18	20.59	21.00	21.43	21.86	23.18		
Chief Plant Operator	7-III	23.78	24.26	24.73	25.24	25.74	26.24	27.84				
Mechanic I	8-I	17.83	18.19	18.55	18.93	19.32	19.68	20.09	20.49	21.70		
Mechanic II	8-II	20.22	20.61	21.02	21.45	21.88	22.31	22.75	23.22	24.65		
Mechanic III	8-III	22.60	23.04	23.49	23.96	24.46	24.95	25.44	25.97	27.53		



APPENDIX B

TOWN OF COLCHESTER, CONNECTICUT  
PERSONNEL EVALUATION

EMPLOYEE INFORMATION

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluation Period From: \_\_\_\_\_ to \_\_\_\_\_ Date of Hire: \_\_\_\_\_  
Department: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_ Position: \_\_\_\_\_  
Type of Review:  Annual  Intermediate  Probationary  Other \_\_\_\_\_

An evaluation will be completed annually using this form. The employee will complete Section A and the supervisor Section B. After both parties have completed this form, a meeting will be scheduled to discuss the evaluation. Both employee and supervisor must sign and date the form.

**SECTION A**

(to be completed by Employee)

1. ACCOMPLISHMENTS – indicate progress towards and/or completion of job related goals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. JOB GOALS – list specific job related goals for the upcoming year, short and/or long term:

(a) \_\_\_\_\_  
(b) \_\_\_\_\_  
(c) \_\_\_\_\_  
\_\_\_\_\_

3. CAREER GOALS – List your career goals and any specific assignments for which you have a preference during the next three to five years.

\_\_\_\_\_  
\_\_\_\_\_

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EMPLOYEE NAME: \_\_\_\_\_

**SECTION B**  
(to be completed by Supervisor)

Describe any achievements the employee has made since the last evaluation:

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Describe the level of the employee's job knowledge and skills, including areas for improvement:

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Describe the employee's willingness and ability to take on new responsibilities and challenges:

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Describe the employee's ability to work with other employees and in a team:

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Describe the employee's interaction with the public:

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Describe the employee's ability to manage/supervise others (if applicable):

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Describe what, if anything, the employee can do to best position him/herself for a promotion:

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**GOALS FOR NEXT EVALUATION:**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I have discussed it with my supervisor and have received a copy.

EVALUATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX C



**CENTURY PREFERRED COMP MIX**

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

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Calendar Year Deductible ( <i>individual/family</i> )	\$250/\$500	\$500/\$1000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum ( <i>individual/family</i> )	\$1,250 / \$2,500	\$2,500 / \$5,000
Cost Share Maximum ( <i>individual/family</i> )	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	\$1,000,000

	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
<b>PREVENTIVE CARE</b>		
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	\$0 Copayment, Deductible waived	40%

<b>MEDICAL CARE</b>		
Office visits	\$20 Copayment, Deductible waived	40%
Specialist visits	\$30 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$30 Copayment, Deductible waived	40%
OB/GYN care	\$30 Copayment, Deductible waived	40%
Maternity care	\$30 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans-(Precertification is required)	\$75 to a \$375 annual maximum	40%
Allergy services Office visits/testing Injections—80 visits in 3 years	\$30 Copayment, Deductible waived 20%	40% 40%

<b>HOSPITAL CARE – Prior authorization required</b>		
Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	20%	40%
Inpatient mental health & substance abuse-after 12 <sup>th</sup> visits	20%	40%
Skilled nursing facility – up to 120 days per calendar year	20%	40%
Rehabilitative services – up to 60 days per person per calendar year	20%	40%
Outpatient surgery – in a hospital or surgi-center	20%	40%

<b>EMERGENCY CARE</b>		
Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – at participating centers only	\$50 Copayment, Deductible waived	Not Covered
Emergency care – copayment waived if admitted	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

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OTHER HEALTH CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services <i>30 combined visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. Per year. Prior authorization required</i>	\$30 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	20%	40%
Diabetic supplies, drugs & equipment	20%	40%
Infertility – <i>prior authorization required</i> <i>Some restrictions may apply</i>	20%	40%
Home health care-200 visits per member per calendar year	20%, Deductible waived	20%, Deductible waived
Hospice	20%	40%
Private Duty Nursing-\$50,000 maximum	20%	40%
Transplants-\$1,000,000 lifetime maximum-Please see description below	20%	40%
Acupuncture	Not Covered	Not Covered
Gastric Bypass	Not Covered	Not Covered

**PREVENTIVE CARE SCHEDULES**

<b>Well Child Care (including immunizations)</b>
◆ 6 exams, birth to age 1
◆ 6 exams, ages 1 - 5
◆ 1 exam every 2 years, ages 6 - 10
◆ 1 exam every year, ages 11 - 21
<b>Mammography</b>
◆ 1 baseline screening, ages 35-39
◆ 1 screening per year, ages 40+
◆ Additional exams when medically necessary

<b>Adult Exams</b>
◆ 1 exam every 5 years, ages 22 – 29
◆ 1 exam every 3 years, ages 30 – 39
◆ 1 exam every 2 years, ages 40 – 49
◆ 1 exam every year, ages 50+
<b>Vision Exams:</b> 1 exam every 2 calendar year

**Hearing Exams:** 1 exam every 2 calendar years

**OB/GYN Exams:** 1 exam per calendar year

**Notes To Benefit Descriptions**

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ 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. Covered services are subject to a lifetime maximum of \$1,000,000.
- ◆ 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 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.*

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

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**-With Cost of Care**

**\$100/\$300 Annual Deductible**  
**\$5 Copayment Generic Drugs**  
**\$25 Copayment Listed Brand-Name Drugs**  
**\$40 Copayment Non-Listed Brand-Name Drugs**  
**Unlimited Annual Maximum**

Description of Benefits		<i>You Pay:</i>
Annual Deductible ( <i>individual/family</i> )	The amount which must be paid for covered drugs in a calendar year prior to the application of copayments.	\$100/\$300
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
		<i>Plan Pays:</i>
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 cost shares. An Annual Deductible must be satisfied prior to covered drugs being subject to tiered copayments, 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'll 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. Once your deductible is met:

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **31-day to 90-day supply** of maintenance drugs through the mail-order program.

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

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment *plus* the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains **Prior Authorization**. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

**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.

**You must complete 85% of your prescription medication before you can obtain another refill at the pharmacy**

**Prior Authorization May be required on certain medication**

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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 90-day supply of these medications and have them delivered directly to their home. The \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90-day supply, after your deductible is met, two copayments will apply, as follows: \$10- generic/\$50 listed brand-name/\$80 non-listed brand.

**Step Therapy** is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by APM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, elidel, Lunesta, Monopril, Penlac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z; drug A will reject at the point of service pharmacy. The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An Next Rx representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An Next Rx support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

### 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 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 deductible and 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 90-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*

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*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 \$100/\$300 deductible, \$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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SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

MEUI, Local 506 (The Union)

This Agreement is to confirm the intent of the Town regarding administering disciplinary action for violations of the Town's Alcohol and Drug Testing Policy as discussed conceptually at negotiations for a successor collective bargaining agreement.

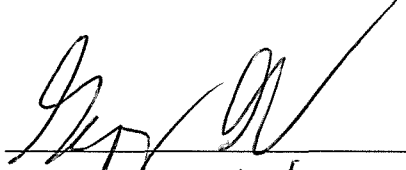
The Town does not intend to implement a zero-tolerance policy regarding violation of the Alcohol and Drug Testing Policy by first offenders whereby first offenders would be summarily discharged regardless of mitigating factors that may be considered on a case by case basis. Instead, the Town intends to consider mitigating factors on a case by case basis including but not limited to the first offender's length of service, overall attitude, performance history, disciplinary history, nature and degree of the offense in question, other misconduct while under the influence of drugs or alcohol, and damages resulting from the offense - potential or actual.

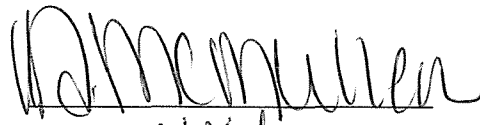
The Town does intend, however, to implement a zero-tolerance policy regarding second offenders whereby any such violators will be subject to immediate discharge for violations of the Alcohol and Drug Testing Policy subject to the Union's right to contest the action under the just cause provision of the collective bargaining agreement.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR MEUI LOCAL 506

  
Date: 10/27/10

  
Date: 10/18/10

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

MEUI, Local 506 (The Union)

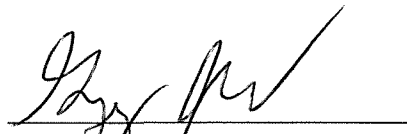
Re: Drug Testing for Non-CDL Personnel

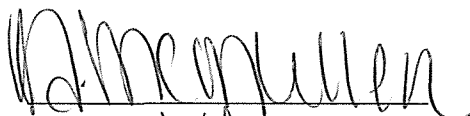
The parties agree that should the Town institute a Drug and Alcohol Testing Policy and Procedure for all Town of Colchester employees then non-CDL bargaining unit employees shall be covered by such policy subject to negotiation of specific terms and conditions.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR MEUI LOCAL 506

  
Date: 10/27/10

  
Date: 10/26/10

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

MEUI, Local 506 (The Union)

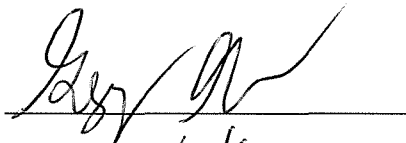
The Town wishes to clarify that at the conclusion of contract negotiations, working conditions will be as follows:

1. Effective July 1, 2003, in accordance with the Town and Board of Education plan for consolidation, the custodial position listed in Appendix A at Grade 3 will report to the Building and Grounds Supervisor of the Board of Education and, from time to time, will be required to work on building and grounds of the Board of Education. Such work may include snow removal. It is also understood that custodians of the Board of Education will be required, from time to time, to work on building and grounds of the Town and that such work may include snow removal.
2. Effective July 1, 2003, in accordance with the Town and the Board of Education plan for consolidation, the parks & recreation positions listed in Appendix A at Grades 5-I through 5-IV will, from time to time, be required to work on building and grounds of the Board of Education. It is also understood that outside custodians of the Board of Education will, from time to time, be required to work on building and grounds of the Town.

Agreed to and Approved by the undersigned.

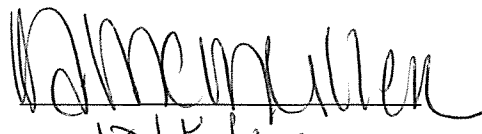
FOR THE TOWN OF COLCHESTER

FOR MEUI LOCAL 506



Date:

10/7/10



Date:

10/5/10

Date:

Date:

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**TOWN OF COLCHESTER**  
**AND**  
**MUNICIPAL EMPLOYEES UNION "INDEPENDENT"**  
**LOCAL 506, SEIU, AFL-CIO, CLC**  
**REPRESENTING TRANSFER STATION, PARKS & RECREATION,**  
**HIGHWAY CREW, FLEET MAINTENANCE AND**  
**WATER DEPARTMENT EMPLOYEES**

While the Union Contract does define some aspects of the Overtime process, with regards to assignment and equalization of hours, there are some gaps that leave openings for interpretation and miscommunication.

In an effort to better spell out the policies and procedures, so that all stakeholders will have the same understanding, the following is a detailed process. This process is in accordance with the existing wording in the contract.

**Out-of-Department Overtime List**

No such sign-up list is necessary for overtime offered *within the department* as all department staff are considered eligible and available for overtime work within their department.

Each July 1, all departments within the union which offer overtime will post a sign-up list for three (3) weeks for any bargaining unit member outside the referenced department to sign if they wish to be considered for overtime offered by that department. This list must be posted by that department's time clock. In the case of the overtime opportunities of the Transfer Station, that list shall be posted by the Highway Department's time clock.

After the three (3) week sign-up period has concluded, if a bargaining unit member outside a particular department wishes to join the list, he or she may do so by sending written notification or e-mail to the department head who will add the bargaining unit member's name to the bottom of the "outside" list without seniority consideration.

**Creation of List**

Call lists for all departments within this union will be in a uniform format approved by the First Selectman.

Using the Department staff list and the outside department sign-up list, the Department Head will develop a worksheet that tracks overtime and establishes the staff next in line for overtime.

The Department staff list consists of staff within that department, sorted by seniority; the Outside Department list consists of staff outside the department, but within the bargaining unit, who have signed up identifying their desire to be considered for overtime. The Parks & Recreation Department will create an additional list for program-related overtime. **All** members of the bargaining unit may sign up on this list. These lists are also sorted by seniority.

Bargaining unit members that request addition to the list after the three-week sign-up period (including new hires) shall do so via written notification or email to the department head and will be added to the bottom of their appropriate list without consideration for seniority. An e-mail to the department head shall suffice for this purpose. These members will be referred to as "add-ons" and shall not be given seniority consideration for purposes of their placement on the list.

This list will be posted in the same location as the sign-up list. Additional requests to be added to the list will be approved upon written notification to the appropriate department head.

#### Assignment of Overtime

Consistent with the Bargaining Unit Agreement, when overtime becomes available, it will first be offered within the Department to those on the revolving list.

Employees will be called in per the attached "Exhibit 1. Call-in Order (Example Only)."

Should no one within the Department be interested/available, the qualified members outside the Department who are on the list developed for this purpose will be offered the OT in the same manner as the above.

It is understood that employees and activities covered under the Parks & Recreation Department programs activities auspices are not part of this bargaining unit and, consequently, are not subject to these requirements; however, should any members of this bargaining unit be called for programmatic over-time, the program-related call-in list for the Parks & Recreation Department will be utilized.

#### Red Time

Should any in-Department or outside Department member offered OT refuse the OT, they will be allotted "red time". Red time is equal to the number of hours actually worked by the member who actually does the OT.

"Add-ons" to the list will automatically receive red time equivalent to the individual on the respective list with the highest OT hours accrued to date, to ensure an equal starting point.

Members on the Outside Department list who are not eligible for the OT due to required certification, skills, experience will not accrue red time for those hours.

The goal of this process is to equalize OT hours within each list, so that ideally, by the end of the year, all members will have had relatively the same opportunities for OT.

#### Exceptions

In short notice and/or emergency situations, OT may be assigned as required at the discretion of the Department Head or First Selectman.

#### Posting of Accrued OT/Red Time

As nearly as possible/practical, this list will be updated with accrued OT and red time on a weekly basis and the updated list must be posted in its regular spot.

Any OT or red time accrued during the three-week sign-up period should follow these policies and procedures as closely as possible.

**The Town shall post overtime records every two (2) weeks.**



**Exhibit 1. Call-In Order EXAMPLE ONLY**

***In-Department List***

	12/13	12/26	01/3	01/6	01/19	02/1
A	1 X	4 X	6 X	10 X	9 X	4 X
B	2 X	5 X	7 -	1 X	5 X	5 X
C	3 X	6 RT	8 -	2 -	2 X	6 X
D	4 X	7 -	1 -	3 -	1 X	7 X
E	5 RT	8 -	2 X	4 -	3 X	8 X
F	6 -	X	9 X	5 X	4 X	9 X
G	7 X	9 X	10 X	6 X	10 X	10 X
H	8 X		3 RT	7 RT	6 X	1 X
I		2 X	4 X	8 -	7 X	2 X
J		3 X	5 X	9 RT	8 X	3 X

***Out-of-Department List***

	12/13	12/26	01/3	01/6	01/19	02/1
M			11 X	12 X	14 X	17 X
N			12 X	13 X		14 X
O			13 X	14 X		15 X
P			14 X		11 -	12 X
Q			15 X		12 RT	16 X
R				11 X	13 -	13 X


For purposes of this example all days are eight hour days.

- 12-13: Begin with most senior person on "In-Department" list; mark RT for red time and "-" for someone who is called and not reached.
- 12-26: Call the first person (Employee F) who was called but not reached during the previous call-out, then go to the next person after the last person previously called-out and reached and proceed in order.
- 01-03: Again, begin with the first person (Employee D) who was called but not reached during the previous call-out, call all other persons in that category or not called in the previous call-out (Employees E and H) in order, then go to the next person after the last person previously called-out and reached (Employee I) and proceed in order.
- 01-19: Because the purpose of this process is to fairly equalize over-time it is also important to track the number of overall time someone works and to utilize that criteria also when calling-in. This example occurs over three months, however every effort should be made to equalize OT on a monthly basis.

ACCEPTED AND AGREED on October 28, 2009

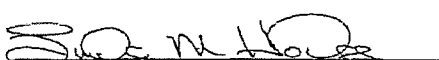
FOR THE UNION

  
 Danielle McMullen  
 Staff Representative

  
 Christopher Ciocchini  
 Union Steward

  
 Guthrie Dinda  
 Union Steward

FOR THE TOWN

  
 Linda Hodge  
 First Selectman



LABOR CONTRACT

for

WORKING AGREEMENT

between

TOWN OF COLCHESTER

and

LOCAL 1303-448 CONNECTICUT COUNCIL 4  
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

LIBRARY EMPLOYEES

JULY 1, 2010 THROUGH JUNE 30, 2013

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-448 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT**

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees employed by the Town at the Cragin Memorial Library working twenty (20) hours or more per week, excluding the Library Director, library pages working less than twenty (20) hours per week and other employees excluded under the Connecticut Municipal Employees Relations Act.

## **ARTICLE II - RIGHTS OF MANAGEMENT**

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business and the operations of the Cragin Memorial Library, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town and/or Cragin Memorial Library business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent supervisors, volunteers, interns or workfare employees from performing duties of bargaining unit employees covered by this Agreement provided that such use shall not directly result in the layoff of a bargaining unit employee.

## **ARTICLE III - UNION SECURITY**

3.1 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

3.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Schedule A, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such uniform initiation fees and/or dues and/or service fees as the Union shall determine. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions. (See APPENDIX A.)

3.3 (a) Such payroll deductions, as provided herein, shall be remitted to the Council 4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

(b) New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Accounting Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

3.4 The Union shall indemnify the Town and the Cragin Memorial Library or agent or employee of the Town and/or Library and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or Cragin Memorial Library or agent or employee of the Town and/or Library for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with five (5) signed copies of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;

6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for his/her approval. The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

#### **ARTICLE IV - DISCIPLINE AND DISCHARGE**

4.1 The disciplining of employees for breach of the rules, policies or practices of the Town and/or Cragin Memorial Library is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension, or
- (d) discharge.

#### **ARTICLE V - SENIORITY**

5.1 For employees hired on or after the signing of this Agreement, an employee's seniority shall be based upon his/her length of continuous full-time service within his/her job classification within the bargaining unit beginning on the employee's last date of hire in such classification. For employees hired prior to the signing of this Agreement, an employee's seniority shall be based upon his/her length of continuous full-time service with the Library. Seniority shall be broken by:

- (a) Voluntary resignation,
- (b) Discharge for cause,



- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control,
- (d) Layoff for a period of more than six (6) months, or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least thirty-five (35) hours of work per week inclusive of lunch. Part-time service shall mean at least twenty (20) hours of work per week provided that only part-time employees who work more than thirty (30) hours per week shall be eligible for pro-rated fringe benefits (vacation, holidays, sick leave, life insurance and participation in defined contribution retirement plans) as provided in this Agreement. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

#### ARTICLE VI- VACANCIES

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Notice of full-time bargaining unit vacancies shall be posted on the Union bulletin board stated in Article 3.6 for five (5) calendar days with a copy to the Union upon request, prior to any action taken by the Town to fill such vacancies or new positions. Such notice shall state the position, classification, the shift, the work location and the rate of pay for the job. Existing bargaining unit members will be guaranteed an interview. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than a present employee applying for the vacancy. Vacancies will be filled by the Town as soon as practicable.

## ARTICLE VII - LAYOFF AND VOLUNTARY QUIT

7.1 The Town may lay off employees within its discretion for any business reason. Where practicable, the Town will provide one (1) month notice in advance of a layoff.

7.2 If it is determined by the Town that layoffs are necessary, employees will be laid off as follows:

- (a) probationary employees;
- (b) thereafter, by classification in the sole discretion of the First Selectman, based on inverse order of seniority within the classification.

7.3 Layoffs shall take effect, as set forth in Section 7.2. Laid-off full-time employees shall have recall rights to the position which they held at the time of layoff for a period of up to twelve (12) months from the date of layoff. No new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) calendar days written notification to the last known address shall be sufficient notification of the opportunity for recall. If no reply is received within ten (10) calendar days after the mailing of notification as aforesaid, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) calendar days from the date of the mailing of the notification.

## ARTICLE VIII - WAGES

8.1 Effective on the signing of this Agreement, the wage rates for all bargaining unit employees shall be those in effect on June 30, 2010 resulting in the wage schedules set forth in Appendix B, subject to the following:

- (a) There shall be no general wage increase applied to the wage rates in effect on June 30, 2010 during the July 1, 2010 through June 30, 2011 fiscal year.
- (b) There shall be a three percent (3%) general wage increase applied to the wage rates in effect on June 30, 2011 during the July 1, 2011 through June 30, 2012 fiscal year.
- (c) There shall be a three percent (3%) general wage increase applied to the wage rates in effect on June 30, 2012 during the July 1, 2012 through June 30, 2013 fiscal year.

8.2 Effective beginning on or about sixty (60) days following ratification of this Agreement by the Board of Selectmen, employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

### ARTICLE IX - HOURS

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies starting time may be staggered to meet varying needs of the Town.

9.2 The work schedule shall be set according to availability of funds and to meet the needs of the Cragin Memorial Library, including but not limited to staffing service desks, conducting programs, attending meetings and representing the Cragin Memorial Library in the community. In order to meet these needs, work hours will include evening and weekend hours.

9.3 The regular hours of employment for full-time bargaining unit employees shall be thirty-five (35) hours per week. The regular hours for part-time bargaining unit employees shall be twenty (20) hours to thirty-four (34) hours per week. The hours of work will be scheduled generally between the hours of 9:00 a.m. and 9:00 p.m. Monday through Thursday and generally between the hours of 9:00 a.m. and 6:00 p.m. Friday and Saturday. Full-time employees working shall receive a ½hour paid lunch break each working day in accordance with existing practice. Employees may request to revise their work schedule if necessary subject to the approval of and in the sole discretion of the Library Director or his or her designee. The denial of any such request to revise the schedule shall not be subject to the grievance and arbitration provisions of this Agreement.

9.4 Full-time employees will be required to work at least one night per week. Part-time employees may be required to work multiple nights during any one week.

9.5 Full-time employees will work one Saturday in every four week period. Part-time employees may be scheduled to work between one and four Saturdays per month. The Library Director or his/her designee will adjust the rotation so that holiday weekends will be evenly distributed.

9.6 In the event that Sunday hours are established, the Library Director shall determine annually the number of assignments needed and a sign up list shall be established for bargaining unit employees to volunteer for such assignments.

9.7 The Library Director or his/her designee and the Union President or his/her designee shall meet and discuss the process by which Sunday assignments are made and rotated in accordance with the sign up list set forth in Section 9.6 above.

9.8 The Library Director shall determine when overtime shall be worked. Overtime assignments shall be on a rotational basis by seniority in the same job classification.

9.9 Any employee who is authorized by the Library Director to work in excess of forty (40) hours in a work week shall be paid for at the rate of one and one-half times the employee's regular hourly rate:

9.10 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

9.11 Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position at any time. In the event that the weekly hours of work for any bargaining unit position(s) are to be reduced through the regular annual budget process or at any time throughout the fiscal year, the Town shall notify the Union and the employee in the affected position at least fourteen (14) calendar days in advance of the implementation of any reduction in hours. During such fourteen (14) calendar days, the parties shall meet and discuss the reasons for such anticipated reduction in hours.

#### ARTICLE X – HOLIDAYS

10.1 The Town will recognize the following days as paid holidays for all employees regularly scheduled to work at least thirty (30) hours per week:

- New Year's Eve (1/2 day)
- New Year's Day
- Martin Luther King Day
- Lincoln' s Birthday (Floater)
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (1/2 Day)
- Christmas Day

Lincoln' s Birthday will be treated as a floating holiday at the employee's option with the prior approval of the First Selectman. Any such floating holiday to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

#### ARTICLE XI - VACATION

11.1 (a) All full-time employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>
6 months completed	After 6 months of employment, the employee may utilize up to three (3) days of the first year's vacation allotment (i.e. upon the first anniversary if three days have already been used then two days will be allocated for the next year.)
1 year completed	1 week (5 days)
2-7 years completed	2 weeks (10 days)
8-14 years completed	3 weeks (15 days)
15-19 years completed	4 weeks (20 days)
20 years and above	5 weeks (25 days)

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least twenty (20) business days in advance. Vacation dates require approval by the First Selectman upon the recommendation of the employee's supervisor, giving consideration to the operating requirements of the Town and Cragin Memorial Library. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1 of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro-rata personal leave days as follows:

Hired on or after January 1 through March 31 -- 3 personal days

Hired on or after April 1 through June 30 -- 2 personal days

Hired on or after July 1 through September 30 -- 1 personal day

Hired on or after October 1 through December 31 -- 0 personal days

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

11.5 In extenuating circumstances and/or when deemed to be in the best interests of the Town, additional paid vacation leave may be granted at the sole discretion of the First Selectman.

## ARTICLE XII - SICK LEAVE - INJURY LEAVE

12.1 Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00 p.m. daily if he/she does not expect to report to work the next day. The Town (First Selectman and/or Library Director) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspects abuse based on frequency of sick leave or a discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

12.4 Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

## ARTICLE XIII - INSURANCE AND PENSION

13.1 Each full-time bargaining unit employee may elect single, two-person, or family coverage under one of the following medical benefit plans:

- (a) Century Preferred Managed Care Plan.
- (b) Blue Care Managed Care Plan

Notwithstanding the provisions set forth in Section 13.3 below, effective with the 2011-2012 contract year the Town shall implement the Comp Mix plan as attached at Appendix C in lieu of the current plan offerings.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 The Town shall have the right to change medical plans, benefits, carriers and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.

13.4 (a) Effective July 1, 2010, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen percent (13%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(b) Effective July 1, 2011, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(c) Effective July 1, 2012, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical, dental, and prescription drug benefit coverage provided in this Article.

(e) The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree



as long as such plans are available to the Town. This section applies only to full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees who are regularly scheduled to work at least thirty-five (35) hours per week are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 6% of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 4% of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) Effective upon ratification, full-time employees who are regularly scheduled to work at least thirty-five hours per week and part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. Upon completion of one year of employment with the Town, employees may contribute to the Town's 401(a) plan described in Section 13.6 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions to the 457 Plan.

(d) New employees who are hired on or after July 1, 2010 shall be subject to the following vesting schedule with respect to any benefits of the Town 401(a) plan:

1 Year of Participation in 401A Plan -- 20% vested

2 Years of Participation in 401A Plan -- 40% vested

3 Years of Participation in 401A Plan -- 60% vested

4 Years of Participation in 401A Plan -- 80% vested

5 Years of Participation in 401A Plan -- 100% vested

13.8. As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees who work at least 30 hours of work per week, an eligible employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9. (a) Full-time employees who work at least 35 hours of work per week will be provided group life insurance in the amount of \$50,000.

(b) Each part-time employee who works at least 30 hours per week will be provided group life insurance in the amount of \$10,000.

#### **ARTICLE XIV - BEREAVEMENT PAY**

14.1 In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of the First Selectman.

All full-time employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

14.2 To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

#### **ARTICLE XV - JURY DUTY**

15.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report to work for any portion of a regular work day when he/she is not required to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

#### **ARTICLE XVI - MILITARY RESERVE LEAVE**

16.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

#### **ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION**

17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

17.2 Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition giving rise to the grievance, file a written grievance with the Library Director in an effort to resolve the grievance immediately. The

Library Director shall promptly meet with the aggrieved employee and/or his/her Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing no later than ten (10) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her Director, prior to filing a written grievance.

- b. Step 2 - If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Library Director's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within ten (10) working days after the above meeting has been held.
- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within twenty (20) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

17.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

17.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 17.2 Steps 1 through 3.

17.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Town in writing.

## **ARTICLE XVIII - NO STRIKE - NO LOCKOUT**

18.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

18.2 The prohibition of this Article XVIII shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

18.3 If any conduct prohibited by this Article XVIII occurs, the Union will do everything within its power to terminate such conduct.

## **ARTICLE XIX - SEVERABILITY**

19.1 Should any provision or part of this Agreement be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

## **ARTICLE XX - WORKPLACE CONDUCT**

20.1 The Cragin Memorial Library and all bargaining unit employees agree to adhere to the American Library Association Code of Ethics and Library Bill of Rights as they may be amended from time to time.

20.2 Employees are encouraged to report all actions that do not conform to these standards to the Library Director or his/her designee.

## **ARTICLE XXI - EVALUATIONS**

21.1 The job performance of each employee shall be evaluated annually and/or more frequently as needed to address identified deficiencies in performance. The evaluation shall be conducted by the Library Director or his/her designee.

## **ARTICLE XXII - DURATION**

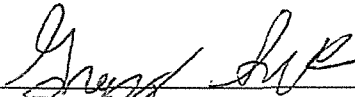
22.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2013. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

22.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

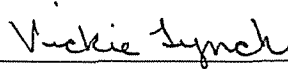
**ARTICLE XXIII - FEDERAL, STATE AND MUNICIPAL  
LAWS AND REGULATIONS**

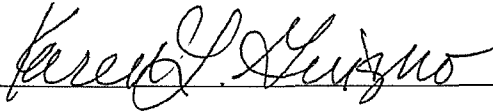
23.1 The provisions of this Agreement shall be subject to, and shall not supersede, any federal, state or municipal law, regulation, ordinance or other now or hereafter issued or enacted.

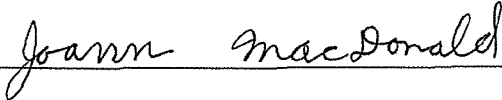
TOWN OF COLCHESTER

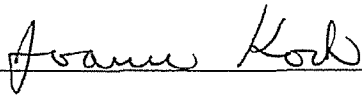
By:   
First Selectman

LOCAL 1303-448 OF CONNECTICUT  
COUNCIL 4, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

By: 

By: 

By: 

By: 

By: \_\_\_\_\_

By: 

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL NO. 4  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES  
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

BY: \_\_\_\_\_  
Please Print Last Name First Name Middle Name

TO: TOWN OF COLCHESTER

Effective \_\_\_\_\_, I hereby authorize the Town of Colchester to deduct from my earnings the current initiation fee being charged by AFSCME Local No. 1303-\_\_\_\_\_ and effective the same date to deduct from my earnings each two-week payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Financial Officer of AFSCME, Local 1303-\_\_\_ the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Effective \_\_\_\_\_, I hereby authorize the Local 1303-\_\_\_\_\_ of Council 4, AFSCME and/or its appropriate affiliates to be my representative for collective bargaining.

\_\_\_\_\_  
SIGNATURE (do not print)

\_\_\_\_\_  
Street Address (print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City and State (print)

\_\_\_\_\_  
Zip Code

APPENDIX B

<b>POSITION (Listed Alphabetically)</b>	<b>FY 10-11</b>	<b>FY 11-12</b>	<b>FY 12-13</b>
Assistant to Children's Librarian	\$14.7240 Hourly	\$15.1657 Hourly	\$15.6207 Hourly
	\$26,900.75 Annually	\$27,707.76 Annually	\$28,429.70 Annually
Assistant Library Director	\$25.8215 Hourly	\$26.5961 Hourly	\$27.3940 Hourly
	\$47,176.01 Annually	\$48,591.15 Annually	\$49,857.08 Annually
Children's Librarian	\$26.2730 Hourly	\$27.0612 Hourly	\$27.8730 Hourly
	\$48,000.77 Annually	\$49,440.71 Annually	\$50,728.86 Annually
Circulation Supervisor	\$17.9915 Hourly	\$18.5312 Hourly	\$19.0871 Hourly
	\$32,870.60 Annually	\$33,856.40 Annually	\$34,738.60 Annually
Head of Reference Services / LTA	\$18.4025 Hourly	\$18.9546 Hourly	\$19.5232 Hourly
	\$19,212.21 Annually	\$19,788.50 Annually	\$20,304.18 Annually
Library Cataloger	\$18.4025 Hourly	\$18.9546 Hourly	\$19.5232 Hourly
	\$33,621.50 Annually	\$34,630.00 Annually	\$35,532.12 Annually

Note: Annual salary figures are estimates based on scheduled hours worked as of January 1, 2011 and are subject to change with staffing and/or scheduling changes.



APPENDIX C

See Attached.

APPENDIX C



**CENTURY PREFERRED COMP MIX**

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

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Calendar Year Deductible ( <i>individual/family</i> )	\$250/\$500	\$500/\$1000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum ( <i>individual/family</i> )	\$1,250 / \$2,500	\$2,500 / \$5,000
Cost Share Maximum ( <i>individual/family</i> )	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	\$1,000,000

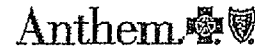
<b>PREVENTIVE CARE</b>	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	\$0 Copayment, Deductible waived	40%

<b>MEDICAL CARE</b>	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
Office visits	\$20 Copayment, Deductible waived	40%
Specialist visits	\$30 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$30 Copayment, Deductible waived	40%
OB/GYN care	\$30 Copayment, Deductible waived	40%
Maternity care	\$30 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans - (Precertification is required)	\$75 to a \$375 annual maximum	40%
Allergy services Office visits/testing	\$30 Copayment, Deductible waived	40%
Injections—80 visits in 3 years	20%	40%

<b>HOSPITAL CARE— Prior authorization required</b>	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	20%	40%
Inpatient mental health & substance abuse after 12 <sup>th</sup> visits	20%	40%
Skilled nursing facility -- up to 120 days per calendar year	20%	40%
Rehabilitative services -- up to 60 days per person per calendar year	20%	40%
Outpatient surgery -- in a hospital or surgi-center	20%	40%

<b>EMERGENCY CARE</b>	<b>In-Network After Deductible Member pays:</b>	<b>Out-of-Network After Deductible Member pays:</b>
Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care -- at participating centers only	\$50 Copayment, Deductible waived	Not Covered
Emergency care -- copayment waived if admitted	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

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OTHER HEALTH CARE	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
Outpatient rehabilitative services <i>30 combined visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. Per year. Prior authorization required</i>	\$30 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	20%	40%
Diabetic supplies, drugs & equipment	20%	40%
Infertility – <i>prior authorization required</i> <i>Some restrictions may apply</i>	20%	40%
Home health care-200 visits per member per calendar year	20%, Deductible waived	20%, Deductible waived
Hospice	20%	40%
Private Duty Nursing-\$50,000 maximum	20%	40%
Transplants-\$1,000,000 lifetime maximum-Please see description below	20%	40%
Acupuncture	Not Covered	Not Covered
Gastric Bypass	Not Covered	Not Covered

**PREVENTIVE CARE SCHEDULES**

<p><b>Well Child Care (including immunizations)</b></p> <ul style="list-style-type: none"> <li>+ 6 exams, birth to age 1</li> <li>+ 6 exams, ages 1 - 5</li> <li>+ 1 exam every 2 years, ages 6 - 10</li> <li>+ 1 exam every year, ages 11 - 21</li> </ul> <p><b>Mammography</b></p> <ul style="list-style-type: none"> <li>+ 1 baseline screening, ages 35-39</li> <li>+ 1 screening per year, ages 40+</li> <li>+ Additional exams when medically necessary</li> </ul>
--

<p><b>Adult Exams</b></p> <ul style="list-style-type: none"> <li>+ 1 exam every 5 years, ages 22 – 29</li> <li>+ 1 exam every 3 years, ages 30 – 39</li> <li>+ 1 exam every 2 years, ages 40 – 49</li> <li>+ 1 exam every year, ages 50+</li> </ul> <p><b>Vision Exams:</b> 1 exam every 2 calendar year</p> <p><b>Hearing Exams:</b> 1 exam every 2 calendar years</p> <p><b>OB/GYN Exams:</b> 1 exam per calendar year</p>
--

**Notes To Benefit Descriptions**

- + In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- + Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- + 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. Covered services are subject to a lifetime maximum of \$1,000,000.
- + 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](mailto: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 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.*

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

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**-With Cost of Care**

*\$100/\$300 Annual Deductible*  
*\$5 Copayment Generic Drugs*  
*\$25 Copayment Listed Brand-Name Drugs*  
*\$40 Copayment Non-Listed Brand-Name Drugs*  
*Unlimited Annual Maximum*

Description of Benefits		<i>You Pay:</i>
Annual Deductible (individual/family)	The amount which must be paid for covered drugs in a calendar year prior to the application of copayments.	\$100/\$300
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
		<i>Plan Pays:</i>
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 cost shares. An Annual Deductible must be satisfied prior to covered drugs being subject to tiered copayments, as defined in the chart above. The formulary lists generic 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'll 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. Once your deductible is met:

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order program.

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

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a \$5 copayment.
- When a generic equivalent is available and you obtain the brand name version, you will be responsible for the Tier 3 copayment plus the difference in cost between the generic and brand name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross & Blue Shield), you will be responsible only for the Tier 3 copayment.

**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.

You must complete 85% of your prescription medication before you can obtain another refill at the pharmacy

**Prior Authorization May be required on certain medication**

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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 90-day supply of these medications and have them delivered directly to their home. The \$100/\$300 deductible, \$5 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and Unlimited annual maximum apply. When ordering a 31-day to 90-day supply, after your deductible is met, two copayments will apply, as follows: \$10- generic/\$50 listed brand-name/\$80 non-listed brand.

Step Therapy is another element of C-DUR that consists of specialized programs that review pharmacy claims submitted for a member against his/her prescription profile and can be used to assist in controlling utilization and promoting quality, cost-effective drug therapies for patients. All therapy protocols developed by APM are reviewed and approved by the P&T Committee. The current drugs affected by step therapies are: Ambien CR, Arthrotec, Celebrex, Enbrel, elidel, Lunesta, Monopril, Penlac, Prilosec, Prevacid, Rozerem & Zegerid.

A step therapy is requiring drug X, Y, or Z prior to receiving drug A. Step therapy protocols are built in the claims processing system to search the member's history for the required drugs. If the claim history does not indicate the member has had drug X, Y, or Z; drug A will reject at the point of service pharmacy. The member, pharmacy or physician may contact Anthem Prescription Customer Service to clarify the claim rejection.

An Next Rx representative reviews the criteria with the caller. The caller is advised if the request is approved or more information is required.

If additional information is needed, the member, pharmacy, or Anthem Prescription may contact the physician. The physician may supply the additional information via telephone or fax.

An Next Rx support Specialist reviews the additional information and compares it to the step therapy protocol. The request will be approved and authorization entered into the pharmacy claim processor if the information matches the step therapy protocol. Criteria is not met if the information does not match the step therapy protocol. The caller is informed of the status of the request.

#### 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 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 deductible and 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

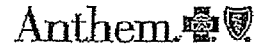
Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies 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 90-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

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*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 \$100/\$300 deductible, \$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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