

*Robert J. Paek*

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EAST HARTFORD

**WORKING AGREEMENT**

between

**THE TOWN OF EAST HARTFORD**

and

**LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO**

July 1, 2012 through June 30, 2017

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This agreement is entered into by and between the Town of East Hartford, hereinafter referred to as the "Town" and Local #1174 of Council #4, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## ARTICLE I - RECOGNITION

Section 1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all employees in the Parks and Recreation Department and Public Works Department as listed in Appendix B, and excludes all non-bargaining unit employees; 818 and MEU 760 members; and part - time and seasonal employees.

Section 1.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with all Federal and/or State laws and regulations.

## ARTICLE II - UNION SECURITY

Section 2.0 The Town agrees to deduct weekly Union dues or service fees in whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein, upon the receipt of an assignment. If, for any reason, a deduction was not made on the payday in which Union dues or service fees are to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him to bring his deductions up to date. The sum which represents such weekly Union dues or service fee deductions shall be certified to the Town as constituting such by the duly authorized Financial Officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union. The form of the assignment for giving effect to this Article is attached hereto as "Appendix A" and made part of this Agreement.

Section 2.1 Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than one week following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union, each week, a record of the employee from whose earnings deductions have been made.

Section 2.2 The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, or upon the employee's transfer to a job not covered by this agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired with seniority rights during the life of the contract then in existence.

Section 2.3 All employees in the Collective Bargaining Unit shall, within thirty (30) days from the date of this Agreement, or from the date of their employment by the Town, become and

remain members of the Union in good standing or pay to the Union a service fee, in accordance with the Constitution and by-laws of the Union, during the term of this Agreement or extension thereof, as a condition of employment. No employee shall be required to become a

member of the Union or pay a service fee sooner than thirty (30) days from the date of hire and the Union further agrees that no attempt will be made by the Union prior to the expiration of the thirty (30) day period to compel employees to become members of the Union or pay a service fee.

Section 2.4 The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that, during the life of this Agreement, it will not authorize, sanction or condone any strike, slowdown or interruption of work.

Section 2.5 At least one bulletin board shall be reserved at an accessible place in each division for the exclusive use of the Union for the posting of official Union notices or announcements.

Section 2.6 The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of the Article, or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earning of such employee or employees.

#### Section 2.7

- a. Reasonable work rules may be established provided, however:
  1. That no such rules shall override or contradict any Article, Section or Provision of this Agreement.
  2. That the Union shall be notified in writing, promptly when such rules or any changes are proposed.
  3. That the Union may present its position on such rules, or any changes, at a meeting with the Human Resources Director.
  4. When such rules, or any changes, are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive working days before becoming effective.
- b. For the purpose of this Agreement, the term "reasonable work rules" will mean the employees' conduct and the manner of performance on the job.
- c. The Town will provide each employee with a copy of this Agreement and a copy of all reasonable work rules, within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement and a copy of the work rules at the time of hire.

### ARTICLE III - SENIORITY

Section 3.0 The Town shall prepare a list of full-time employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each

year. Upon completion of their probationary period, new employees shall be added to this list. In the event that two or more employees have the same date of hire, the tie breaker for determining which employee has greater seniority shall be a coin toss.

Section 3.1 Newly hired employees shall serve a probationary period of one hundred and twenty (120) work days, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.

### Section 3.2

- a. All vacancies and new positions shall be posted for a period of five (5) days on bulletin boards to be provided for such purpose, prior to any action taken by the Town to fill such vacancies or new positions. If the senior employee successfully bids for the vacancy or new position, the five (5) days shall be waived. Employees will not be permitted a lateral or demotional transfer outside of their division more than once in a six-month period. Employees wishing to be considered for assignment to such vacancies or new positions may submit their request in writing to the supervisor, Human Resources or through any Union officer or steward.
- b. Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

### Section 3.3

- a. When a vacancy exists, or a new position is created, the senior employee within the division in which the vacancy or new position exists shall be given the opportunity to fill such vacancy or new position if he has the ability to perform the work. The senior employee shall be deemed to be qualified to perform the work if he has, within the last two years, been temporarily promoted into the same position for a period of at least thirty days. The senior employee may be deemed qualified for the position if he has previously been trained by the Town to perform the work required in same and is certified as qualified for the position by the Director of his department. In judging the candidate's qualification, the Director may consider the employees performance.
  1. If the senior employee has in the past refused a temporary promotion to the position or training for the position, he may request, and the Town may at its discretion, administer to him a pass/fail practical test to determine whether or not he has the ability to perform the work. If the test is administered, and is failed by the employee, the vacancy or new position shall be filled by the next senior employee who has the ability to perform the work.
  2. If a promoted employee proves to be unable to perform the work, within thirty (30) days, the employee shall be returned to a position in the former classification and shift in the division from which the employee came. This shall not have any effect on any future promotions to other positions, or to

the same position, if the employee can provide evidence that he/she has undertaken the training necessary to qualify for the position.

3. Senior employees will be given the first opportunity to train for higher classifications. If an employee refuses the opportunity to gain experience for work in a higher classification, it will then be necessary for the employee to be qualified to perform the work of the higher classification at the time of bidding; as provided for above.
- b. If none of the employees in the division qualify to fill the new position or vacancy, such position or vacancy may be filled by the most senior, qualified employee from any other division in the bargaining unit if he has the ability to perform the work. The senior employee shall be deemed to be qualified to perform the work if he has, within the last two years, been temporarily promoted into the same position for a period of at least thirty days. The senior employee may be deemed qualified for the position if he has previously been trained by the Town to perform the work required in same and is certified as qualified for the position by the Director of his department. In judging the candidate's qualification, the Director may consider the employee's performance. If the senior employee refuses the position or vacancy, it shall be offered to the employee who stands next to the most senior employee on the seniority list and is qualified for the vacancy or position. For the purposes of this section, as well as section 3.4(A) below, the Parks Department shall be considered as a division.
  - c. The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. All such appointments shall be made not later than seven (7) working days after the posting period.
  - d. Should a permanent full-time employee become unable to perform the work for which the employee was hired, such employee shall be eligible to apply for other Town employment for which he is qualified and for which a vacancy exists, for a period of two years from his termination date.

Section 3.4 Layoffs shall take effect as follows:

- a. Part-time employees of Local #1174,
- b. Employees working twenty (20) hours a week,
- c. Probationary employees,
- d. Full-time employees with the least seniority in the bargaining unit first, within the classification. A laid-off employee shall have bumping rights laterally or downward within the bargaining unit based on his seniority and his ability to perform the job within thirty (30) days of the bumping.

Section 3.5 To relieve excesses of help in any department or division wherein a layoff might be required, The Town shall have the right to transfer the least senior employee, after layoffs have been made, to a position in another department or division wherein the employee's services can be utilized.

- a. In no instance where such transfers are made shall the employee be transferred to a position in a higher classification grade.

- b. In those instances where such transfers resulted in demotion to the employee, before new employees are hired in his/her former department or division, such demoted employee will be transferred back to his/her former job and rate provided such position is vacant and funded.

Section 3.6 Temporary layoffs due to breakdown of equipment, shortage of supplies, or causes of similar nature, not to exceed seven (7) working days may be made by the Town irrespective of Section 3.4.

- a. An employee shall not be temporarily laid off more than once in any calendar year until all other employees in the same position classification in the department or division affected shall have been temporarily laid off once.
- b. If there is a series of such temporary layoffs, the Town will make an equal distribution of such lost time during the calendar year.

Section 3.7 Laid-off employees with the most seniority, in the reverse order provided in Section 3.4 of the Article, shall be rehired first and no new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 3.8 Part-time employees are those employees who are not on the list furnished to the Union under Section 3.0 of this Article.

Section 3.9 Shift preference will be granted on the basis of department or division seniority within the classification as openings occur. Before vacancies are filled, employees in the classification will be given shift preference, as provided in this section.

Section 3.10 An employee shall lose seniority rights under any of the following circumstances:

- a. If the employee resigns
- b. If the employee is discharged for just cause
- c. If the employee has been laid off for lack of work and such layoff continues for more than two (2) years
- d. If the employee fails to report to work within ten (10) working days after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his/her desire to return within five (5) days.
- e. If an employee accepts a position with the Town, not within the jurisdiction of this bargaining unit and later returns to a bargaining unit position; provided, however, there will be no loss of seniority if the employee returns to a bargaining unit position within one (1) year from date of leaving. The provisions of this sub-section will be effective from the date of this Agreement forward.

Section 3.11 For all purposes, except layoff, the seniority rights of the Union President, vice-president, Secretary, Treasurer, Executive Committee, and the present number of Stewards,

shall be exactly the same as the seniority rights of all other employees, except that in the case of a layoff, the above-named Union Officials will have superseniority during their term of office.

#### ARTICLE IV - HOURS OF WORK, OVERTIME AND HOLIDAY PAY

**Section 4.0** The regular hours of employment shall be forty (40) hours per week divided equally over five (5) working days of eight (8) hours each, excluding thirty (30) minutes for an unpaid lunch or supper each day Monday through Friday. The shift schedules will be as follows:

a. Regular Hours:

1st Shift:	7:00 AM to 3:30 PM
2nd Shift:	3:00 PM to 11:30 PM
3rd Shift	11:00 PM to 7:30 AM

b. Summer Hours: Summer hours (as defined from April 15<sup>th</sup> to Daylight Savings Time) for the following classifications shall be:

Golf Maintainer: 6:00 AM to 2:30 PM

c. Sanitation Collection. Sanitation Collectors will be relieved from duty and will receive credit for completing their day's work if all routes are completed and all trucks are fueled and cleaned for the day before 3:30 PM. The bulk driver is excluded from this incentive program.

**Section 4.1** Time and one-half shall be paid for:

- a. All work performed in excess of eight (8) hours in any one day and forty (40) hours in one (1) week.
- b. All work performed on Saturday.
- c. Sanitation Collectors working on Saturday shall be compensated for an eight (8) hour day.
- d. All work performed by bargaining unit employees who continue to remain on duty whenever Town offices (excluding the Board of Education) are closed due to weather conditions.

**Section 4.2** Double time shall be paid for:

- a. All work performed on Sunday.
- b. All work performed on holidays. Employees who may be required to work overtime more than two (2) hours beyond the end of their regular shift will be permitted a one-half (1/2) hour lunch period.

**Section 4.3** A record of all overtime shall be posted weekly on Union bulletin boards. The Union will be given a list of all overtime hours and hourly rate paid to each employee annually.

- a. Full-time employees shall be given preference on all overtime assignments.
- b. All overtime work will be charged and shall be divided equally among employees within classifications within the department or division. The first opportunity to work overtime shall be offered to said employee with the lowest amount of overtime.

If additional help is needed for overtime work, other employees within the department will be utilized. If further additional help is needed for overtime work, employees within the classification in other departments will be utilized.

For the purpose of winter overtime assignments, once the Highway Services Division has assigned all available division employees and additional help is needed, assignments shall be made from other divisions and departments. Any overtime work required at the Golf Course shall be divided equally among the Golf Maintainers and Golf Mechanic.

- c. If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, the employee will be charged with the scheduled overtime as if the employee had worked. Said hours charged will be the hours an employee was or should have been paid. Once the Highway Services Division has utilized all available employees on the winter overtime list, the Town can utilize on a rotating basis available employees on the volunteer lists within the other divisions and departments in a fair manner.
- d. Overtime opportunities shall be offered to the employee(s) with the lowest amount of charged overtime within classification. Said overtime shall be offered in the order in which it becomes available.

For purposes of scheduling, overtime equalization shall take place on a daily basis, and shall be verified and posted weekly, except that scheduled weekend overtime shall remain unchanged once said overtime is scheduled. The parties recognize that from time-to-time circumstances may arise that prevent the Town from performing equalization on a daily basis.

For purposes of compensating employee disparities in overtime, if any, overtime equalization within classification, shall be equalized within twenty 20 hours during a fiscal year.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, if employees are out sick. If an employee is out sick on a Friday, the Town may, in its sole discretion, still consider the employee for Saturday overtime. However, if the employee is out sick on a Friday, he or she shall still be considered eligible for overtime on Sunday.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, while employees are on vacation, unless employees state in writing, on their initial vacation request form, that they want to be contacted for overtime opportunities.

Employees may volunteer for overtime outside of their department only after they have volunteered within their department.

- e. All employees will be given three (3) hours notice, prior to the completion of their regular work day, when overtime work is to be performed to extend the regular work day. If such notice is not given, there will be no charge as provided for in Section c above.
- f. Whenever acts-of-nature makes it necessary, employees shall be required to work overtime. Volunteer overtime lists shall be developed for the six month periods beginning November 1 and April 1 of each year. The lists shall be for the purpose of overtime assignments when extreme weather conditions necessitate, and such lists shall be the first source of manpower used by the Town. An employee who volunteers to be placed on the list, and who is personally contacted regarding an overtime assignment, shall be allowed three (3) refusals during the November 1 to April 15 period. Any refusal by the employee over three (3) during the above cited period shall result in the employee's name being removed from the list for the balance of the period.

#### Section 4.4

- a.
  - i. When an employee is called in for work for sanding and plowing operations outside the employee's regularly scheduled working hours, the employee shall be paid for the actual time worked at the applicable overtime rate.
  - ii. If the employee is called within four (4) hours of the start of his regularly scheduled shift, the employee shall receive clock time only at the applicable overtime rate.
  - iii. If the employee is called in after the end of the shift and prior to 3:00 a.m. of the next work day, he shall receive a minimum of four hours of pay at the applicable overtime rate. The employee will receive an additional one-half hour of overtime pay if he arrives at work within one hour of the call-in.
- b. This provision shall not apply to the employee(s) designated to handle special assignments. The employee(s) shall be specifically designated as such and will be paid for actual hours worked at the applicable overtime rate, except that such employee(s) shall receive not less than nine (9) hours pay per week for such work and/or stand-by service. All employees shall be eligible for the 24 hour call assignment, provided they meet the following requirements:
  - 1. Employees must possess a valid CDL license.
  - 2. Employees shall live within five (5) miles of the Town's borders.
  - 3. Employees must enroll during the sign up period between June 1<sup>st</sup> and June 30<sup>th</sup> of any given year.
  - 4. Employees must agree that the 24 hour call assignment will be on a rotational basis among the interested parties.

- 5. Employees who can't complete some or all of their call assignment shall forfeit their lost time to the next eligible employee on the list. Any substitution(s) carried out by the next eligible employee shall not impact his/her original position in the rotation.
- c. The Town shall provide and pay the costs of beepers utilized by employees on special assignments as described herein. Park Maintenance employees who are on 24-hour call shall respond to all emergencies. Emergencies may include, but are not limited to, answering a call because another employee who was scheduled for work failed to show or open a facility at the designated time. An employee on 24-hour call will take an updated schedule of all facilities home to verify upcoming events should he receive a call from the Police Department or any other Town Department.

Section 4.5 Any employee reporting for work, who has been working on the previous day and has not been notified that there will be no work, shall receive four (4) hours pay at his regular base hourly rate of pay. The posting of a notice on the bulletin boards two (2) hours before the completion of the shift of the affected employee shall be sufficient and proper notice. This provision shall not apply in case of any condition beyond the control of the Town.

Section 4.6

- a. Employees may be temporarily assigned, within classification and by seniority, to perform work in other departments or divisions, except in the Waste Services Division. Such employees shall work the same work schedules as others regularly performing such work. The Director retains the exclusive right to determine the division or department from which the temporarily assigned employee is chosen.
- b. When temporary assignments are needed in the Waste Services Division, the Town will first seek volunteers for such assignments. If additional help is needed, the least senior Public Works Department employee who is physically capable of performing such work shall be assigned. Such temporary assignments or transfers shall not be used as a means of imposing disciplinary action.

Section 4.7 All bargaining unit work will be done by bargaining unit employees, unless there are no bargaining unit employees available, except in emergencies or to demonstrate proper techniques or operation.

Section 4.8 During the period of December 20 to April 1, employees on job site assignments shall be allowed to return to department/division facilities for their lunch period.

ARTICLE V - HOLIDAYS

Section 5.0

- a. The following holidays shall be observed as days off with full pay:

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

- b. Any unanticipated holiday or day of mourning declared by the Mayor, Governor, the President of the United States and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit. Employees in the Sanitation Division will be granted this day off, in accordance with their respective seniority, from a posted list of available days.

**Section 5.1**

- a. Holidays falling on Saturday shall be celebrated on the preceding day.
- b. Holidays falling on a Sunday shall be celebrated on Monday.

**Section 5.2** When a holiday occurs on a day in which an employee is on vacation, the employee shall be granted an additional vacation day.

**ARTICLE VI - VACATIONS**

**Section 6.0** All employees covered by this Agreement shall earn vacation at the current base rate of pay as follows:

- a. One week for six (6) months but less than one (1) year of service.
- b. Two weeks for one (1) year but less than five (5) years of service.
- c. Three weeks for five (5) years of service.
- d. Four weeks for ten (10) or more years of service.
- e. One (1) additional day of vacation after completing fifteen (15) full years of service for a total maximum of five (5) weeks for twenty (20) years or more of service.
- f. The employee's anniversary date will be used to determine the amount of vacation time due. Vacation earned will be credited and useable upon an employee's anniversary date. Any use of vacation time in advance of the anniversary must be specifically approved at least one week in advance by the Supervisor, and is limited to vacation earned Pro rata.

**Section 6.1** The scheduling of vacation periods will be made by the Town, in accordance with the provisions of Sections 6.2 and 6.3, no later than April 15th of the vacation year. The use of individual vacation days will require that a request be made of the Supervisor at least twenty-four (24) hours in advance, under normal circumstances. A quarter-day or half-day vacation can be used during any two (2) or four (4) hour increments during the work day.

Section 6.2 Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee except that it may be deferred by the supervisor so as not to conflict with the emergency or peak workloads of the department or division.

Section 6.3 Whenever there shall be a conflict in requested dates; preference will be given to employee according to Town seniority.

Section 6.4 When an employee has exhausted his /her sick leave, the employee must elect to use any other accumulated time unless the employee has requested and received a leave of absence as prescribed in Section 7.7A. Requests for such leave shall not be unreasonably withheld, giving due consideration to the employee's employment history with the Town and the reason for the requested leave.

Section 6.5 When an employee is separated from Town service, the employee shall be paid his/her pro rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to his/her dependent survivor, or his/her estate, if there is no dependent survivor.

Section 6.6 It is agreed that the employees may accumulate one-half (1/2) of their annual earned vacation to a maximum of ten (10) weeks. Earned vacation leave will be credited to the employee's record on his / her anniversary date effective with calendar year 1989. No vacation beyond fifty (50) days will be paid by the Town at retirement or separation. However, only forty (40) days of the fifty (50) days shall be credited to the employee's pension calculation. No vacation leave may used during the sixty (60) days prior to retirement without prior approval by the Town. When an employee is separated from Town service, the employee shall be paid pro rata accumulated vacation leave to a maximum of fifty (50) days.

Section 6.7 In the event an employee is ill during his/her vacation, he/she will be credited for the number of full days the employee was ill. In order to be credited with said vacation time, upon return to work the employee must produce a certificate from a medical doctor verifying days of illness.

## ARTICLE VII - LEAVE PROVISIONS

Section 7.0 Sick Leave: All employees shall earn paid sick leave at the rate of 1 1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used to recover from personal illness or injury, or to permit the absence of the employee for a reasonable period to make arrangements to care for a member of the immediate family. Immediate family, for purposes of this section, is defined in the same manner as in Funeral Leave, Section 7.1.C of this contract.

- a. Accrual of earned sick leave credits will continue while employees are absent from work for 30 calendar days or less due to vacation, injury, or illness, or while the employee is on Workers' Compensation.
- b. Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.

- c. Sick leave will not be used or charged in increments of less than 1/4 day.
- d. 1. It is recognized that abuse and/or excessive use of sick of sick leave benefits places a hardship on the employer and employee alike, and that abuse of sick leave benefits is of mutual concern to both the Town and the Union.
2. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:
- a) the number of days taken, together with the number of occurrences,
  - b) patterns of usage,
  - c) employee's past record,
  - d) reasons for usage,
  - e) extenuating circumstances
3. Prior to taking steps to restrict an employee's use of sick leave, the Town shall provide the employee written notice that his use of sick leave appears to be excessive. Such notice shall be considered as a warning and a copy of it shall be placed in the employee's personnel file.
4. Should the employee's sick leave usage continue to occur in a manner that is deemed to be unacceptable, in full consideration of the circumstances involved, the Town may require the employee to provide a medical certificate as shown in Appendix C for any subsequent sick leave usage. However, prior to the implementation of a required medical certificate, the Town shall notify the employee, in writing, of the medical certificate requirement, stating the effective date of such requirement.
5. A warning or medical certificate requirement shall be subject to review not later than six (6) months from the date of issuance, in accordance with the provisions of two (2) above.
6. For the purpose of preparing evaluations, the use of the number of sick time incidents shall not be the sole determining factor, and each case shall be considered on an individual basis.
7. Sick Leave Occasions - An occasion of sick leave is defined as any one continuous period of absence for the same reason. Sick leave occasions shall not exceed six (6) occurrences in any calendar year. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury or as a follow-up to surgery, the series will be considered one occasion of absence provided that:
- a) the employee provides a statement from the physician that the treatment program is required and indicating the expected number of visits;
  - b) advance notice of the appointments is given to the employee's supervisor.

An occasion of absence of unusual duration may subject the employee to disciplinary action.

8. Medical Certificates - The Town shall have the right to require a medical certificate (Appendix C) to substantiate the employee's request for sick leave for the following reasons:
  - a) Any period of absence consisting of more than five (5) or more consecutive working days.
  - b) To support a request for sick leave on the day before and day after a holiday, providing the employee has been issued a written warning in accordance with Section 7.0 D.
  - c) Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required;
  - d) Leave of any duration when evidence indicates that sick leave is being abused and reasonable cause may exist for requiring such a certificate.
9. It shall be the responsibility of the employee to notify the department or division head in advance of such absence, if possible, and in any event within thirty (30) minutes of the start of the work day. If the employee is absent for five (5) or more working days, the employee shall provide the department or division head with a doctor's certificate on the approved form (Appendix C) or substantially equivalent information testifying to the need for absence. Whenever possible, an employee who is absent for more than five (5) working days must notify the employee's department or division head, or foreman, of his/her intention to return to work.
- e. It shall be the responsibility of each department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit and further shall submit copies of same to the Director of Human Resources who shall maintain a control file on such data.
- f. An employee with perfect attendance (i.e., no time absent due to illness, unauthorized or authorized leave of absence, disciplinary suspension or tardiness), will earn one Personal Day for each calendar quarter of perfect attendance, and an additional Personal Day for a perfect calendar year. No more than five (5) days may be accumulated.

The employee will give his/her Supervisor at least twenty-four (24) hours notice of his intention to take such leave. Any employee shall be allowed to use one (1) day from accumulated sick leave for his/her birthday during the week of the birthday without affecting Personal Day accrual. Such time shall be granted upon the employee's request and shall be subject to other provisions within this section.

- g. If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one hundred thirty (130) days.
- h. If an employee has unused sick leave at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of one hundred twenty (120) days.
- i. Any employee hired after 2/17/87 shall have a maximum accumulation of one hundred (100) days under (G) and (H) above.
- j. For the purpose of computing sick leave benefits, rehired employees will be credited with prior service, provided the employee returns within 6 months of leaving Town employment. Such credit shall be for unused sick leave only.
- k. Fathers of babies may be granted the use of three (3) days sick leave at the time of birth or adoption to adjust to new family living conditions.

Section 7.1 Special Leave With Pay: The following types of leave with pay may be offered:

a. Workers' Compensation:

The Town will comply with all applicable state legislation relating to Workers' Compensation.

Whenever an employee is absent because of a Town service-connected disability or illness, such absence will not be charged against his/her accrued sick leave.

Employees absent through such service-connected disability and who are eligible for Workers' Compensation payment shall receive salary continuation in an amount which together with weekly Workers' Compensation payments does not exceed his/her net regular pay (gross pay less deductions for Social Security, Income Tax, and pension contributions). Such salary continuation will apply only in the case of temporary total disability. The duration of salary continuation for work-related disability will be one year per injury, or until the employee is able to return to duty, or the employee reaches maximum medical improvement, or the employee is placed on disability retirement, whichever comes first.

During the period of salary continuation, the Town will provide the employee with his/her regular weekly paycheck. After the period of salary continuation, any Workers' Compensation payments will be made directly to the employee.

In those cases where the disabled employee may receive damages or awards through litigation or settlement against third parties, such employee will reimburse the Town for monies received during such absence. The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

b. Jury Duty:

The Town will comply with State statutes regarding jury duty leave. Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he/she is absent from work for this reason, at his/her regular base hourly rate less any fee or other compensation paid to him/her for performing such jury duty. A second shift employee who reports for jury duty and is excused from jury service prior to 2:00 p.m. on any regularly scheduled work day shall report for work at the beginning of his regularly scheduled shift on such day. He shall not be eligible for pay by the Town unless he so reports to work. These provisions shall not apply in case of jury duty on any day during which the employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence nor shall such provision apply to employees who have volunteered for jury duty.

c. Funeral Leave:

Three (3) consecutive working days of special leave with full pay at current base rate, shall be granted from the date of the death of a member of the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, sister, child, step-child, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law and any other relative that is domiciled in the employee's household.

Funeral leave shall not be counted against an employees earned days.

d. Military Leave:

Employees may be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:

- Military pay and wages paid by the Town together do not exceed employee's regular wages.
- Such training periods do not exceed two weeks per calendar year.

- e. One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Earned Days.

**Section 7.2 Family Medical Leave:** The Town will comply with the terms of the Federal Family Medical Leave Act, as amended from time to time. Summary of some of the current terms of the Act can be found in Appendix J.

**Section 7.3 Unpaid Leave of Absence:** The Human Resources Director, with the advice of the department head, may grant a non-FMLA leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment. Requests for such leave shall be made in writing to the Human

Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave. Before an employee can request a non-FMLA leave of absence, he/she must use all accrued time available to him/her.

- a. During the period of non-FMLA leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave or vacation leave.
- b. Except as provided for in 7.3.d.2 below, an employee shall be reinstated from unpaid non-FMLA leave of absence to any position for which he/she qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.
- c. Any employee who is on an unpaid non-FMLA leave of absence shall not be paid for any holidays or sick leave during the period of absence. Any vacation time due to an employee at the time the unpaid non-FMLA leave of absence commences may be paid at that time. Authorized non-FMLA unpaid leaves of absence for one (1) month or less will not be used as a basis for reducing health insurance benefits.

The Town will not be responsible for payment of health benefits and group life insurance premiums for any employee granted a non-FMLA leave without pay in excess of one month. The employee, at his/her expense, may continue the Town's group coverage while on leave of absence by prepaying on the first day of each month the rate charged by the Town for coverage they chose while on active employee status.

- d. The Town will comply with the terms of the Veterans' Reemployment Rights Act.
  1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
  2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.
  3. The Town will give credit to the employee for time spent in military service for retirement purposes.
  4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.
- e. Union officers or their designees shall be allowed the required time to attend official Union conventions and conferences up to a total maximum of twenty-two (22) man days in a two-year period. Advance written notice of at least one week for such conventions or conferences must be given to the department head.

## ARTICLE VIII - WAGES AND BENEFITS

### Section 8.0 - Wages

Effective and retroactive to 7/1/2012, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

Effective and retroactive to 7/1/2013, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

Effective and retroactive 7/1/2014, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

Effective 7/1/2015, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

Effective 7/1/2016, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

- a. The compensation plan shall be negotiated and made a part of this Agreement and attached hereto as Appendix B.
- b. Employees who work on the second and third shifts will receive their pay on Thursday evening.

### Section 8.1 - Differentials

- a. Employees working on a shift other than the regular day shift shall receive a shift differential of ten (10) percent.
- b. The Town agrees to pay all employees required to work on a paving operation a rate of one dollar (\$1.00) per hour added to their regular rate for the periods that they are required to work on this job.

Section 8.2 Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum rate of pay, the employee shall be paid at the lowest step in the higher range which also produces an increase of at least two percent (2%).

An employee permanently promoted into a higher level job classification in accordance with Article VIII, Section 8.4 (b) of the Working Agreement between the Town of East Hartford and Local 1174, may be eligible to receive the top step of pay for the higher level position as follows;

The employee was able to demonstrate to the Public Works Director during their temporary promotion period the ability to perform all tasks, duties and responsibilities assigned within the scope of the job description for the higher level job classification permanently promoted.

Section 8.3 Whenever an employee is permanently moved from a class of position in one grade to a different class in a grade having a lower maximum of pay, the employee shall be paid at the step in the lower range which coincides with the same step he/she received in the former.

Section 8.4

- a. Senior Employees shall have the opportunity to be temporarily promoted to another class having a higher maximum rate of pay. Such promotion shall be granted only after the employee has demonstrated the ability to perform the work by having been temporarily promoted into such position for thirty (30) days in a two-year period or who is the senior employee and has been trained by the Town and certified as qualified by the department head for said higher position. Temporary promotions will only be made when employees in said classification are utilized in said classification.
- b. The rate of pay for such employee shall be the lowest step in the higher class that produces an increase at least two percent (2%); provided, however, that any employee who was receiving a higher step prior to implementation of this contract shall continue to be eligible for that higher Step. An employee who has been temporarily promoted to a specific job title for a total of 150 hours or more, within a rolling 60 month period, shall receive the top step of pay for work in the higher class.
- c. When the employee is returned to his/her former class, the rate of pay shall be at the step the employee received in the class/position previously occupied, plus any step increases received during the interim period.
- d. When a temporary promotion is available, the senior qualified employee on the assignment site will be given the first opportunity to work in the higher class.

Section 8.5 Employees shall be covered under the Unemployment Compensation Laws of the State.

Section 8.6 Employees eligible for longevity payments as of January 10, 1990 shall continue to earn longevity payments on their anniversary date, in recognition of their length of service, on the following basis with payments which will be paid on the first pay period in September following their anniversary date.

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
2 to 5	\$220.00
6 to 8	\$280.00
9 to 13	\$310.00
14 to 19	\$340.00
20 or more	\$380.00

Only employees who were eligible for longevity as of January 10, 1990 shall continue to receive longevity payments in accordance with the above longevity schedule. No additional employees shall receive longevity.

Pro rata longevity payments will be granted to an employee in the event the employee voluntarily terminates his services with the Town.

## ARTICLE IX - HEALTH AND LIFE INSURANCE

**Section 9.0** The Town shall provide and pay for the following insurance benefits for all active employees and their enrolled dependents:

- a. Effective 7/01/2012 through 06/30/2014: Preferred Provider (PPO) Plan with Managed Care provisions (Appendix D) and a Health Maintenance (HMO) option.

Effective July 1, 2014, the Town, for all eligible employees, shall provide a HDHP (High Deductible Health Plan) and HSA (Health Savings Account) through the Anthem Lumenos plan, with the following deductibles (full summary listed in Appendix K);

Annual Single Deductible \$1,500  
Annual Family Deductible \$3,000

All health insurance costs shall be covered at one-hundred percent (100%) after the applicable annual deductible is reached in the plan year except prescriptions which shall have a co-pay of \$10, \$25, and \$40.

Out-of-Network Deductible:

Annual Out-of-Pocket Maximum Single Deductible \$4,000  
Annual Out-of-Pocket Maximum Family Deductible \$8,000

Effective July 1, 2014 and each year thereafter, the Town shall fund fifty percent (50%) of the applicable deductible into the employee's HSA account, on July 1 of that year. Employees may also contribute to the HSA on a pre-tax basis. The Town shall also pay the initial set up fee for the HSA account.

The Town shall provide an additional \$250 contribution to each employee's HSA annually upon the completion of the Health Wellness Program (HWP).

Employees who are not eligible for an employer funded HSA, shall be provided insurance coverage through the PPO plan, as outlined below, at the same co-share rate of the HDHP.

### PPO

The Town shall provide a PPO with the following co-payments;

#### *PPO open access plan*

Office visit preventative	\$0
Office visit	\$20
Specialist	\$25
Urgent Care	\$50
Emergency	\$100 (waived if admitted)
Outpatient Surgery	\$150
Inpatient	\$250

Prescriptions - Retail up to 34 days, Tier I (generic), \$10 copayment; Tier II (listed brand), \$20 copayment; Tier III (non-listed brand), \$30 copayment and;

Mail Order up to 100 days equal to two times co-pay: Tier I (generic), \$20 copayment; Tier II (listed brand), \$40 copayment; Tier III (non-listed brand), \$60 copayment. The annual prescription cap of \$5,000 per person remains.

- b. Full Service Prescription Drug coverage, as described in Appendix D and Appendix K, as applicable.
- c. Triple Option Dental Plan, as described in Appendix E.
- d. Vision Care Endorsement for employee and spouse, as described in Appendix D.
- e. The Town shall provide and pay for a Forty Thousand Dollar (\$40,000) Life Insurance policy, for each employee, with Accidental Death and Dismemberment coverage in the principal sum and including Eighty Thousand Dollar (\$80,000) coverage in the event of accidental death. A Five Thousand Dollar (\$5,000) Life Insurance policy will be provided for each retiree.
- f. All members of the bargaining unit who elect coverage under Sections a), b), and d) above (health, prescription drug, vision, and the HMO option) will contribute toward the cost of such insurance.

Effective 7/01/11 through 06/30/2014: Bargaining unit members shall be required to contribute fourteen percent (14%) of the cost of his or her insurance coverage through payroll deductions. The employee premium share shall not exceed 4% of an employee's regular base pay from 7/01/11 through 06/30/2014 of this collective bargaining agreement.

Effective 7/01/2014: Bargaining unit members shall be required to contribute the lower of sixteen and one-quarter percent (16.25%) of the cost of his or her insurance coverage or a flat dollar amount of \$1500 for Single coverage, \$2000 for Two-Person coverage, or \$2800 for Family coverage, through payroll deductions.

Effective 7/01/2015: Bargaining unit members shall be required to contribute the lower of sixteen and one-half percent (16.5%) of the cost of his or her insurance coverage or a flat dollar amount of \$1600 for Single coverage, \$2200 for Two-Person coverage, or \$3200 for Family coverage, through payroll deductions.

Effective 7/01/2016: Bargaining unit members shall be required to contribute the lower of sixteen and three-quarters percent (16.75%) of the cost of his or her insurance coverage or a flat dollar amount of \$1600 for Single coverage, \$2200 for Two-Person coverage, or \$3200 for Family coverage, through payroll deductions.

Effective 6/30/2017: Bargaining unit members shall be required to contribute sixteen and three-quarters percent (16.75%) of the cost of his or her insurance coverage.

- g. Co-Pay/Premium Share: Deductions shall be made on a pre-tax basis (i.e. section 125), through payroll deductions for the duration of the contract. Alternatively, employees may opt out of the Town sponsored health insurance coverage and receive a 25% rate of return of what the Town saves. This premium share shall be applicable to all individuals receiving health insurance coverage with the exception of those individuals who have retired prior to the effective date of this signed contract.

**Section 9.1** The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits. However, covered services shall not be reduced by any such change, and there shall be no loss of coverage due to pre-existing conditions. Any substitute plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

**Section 9.2** The Town shall provide and pay for the insurance benefits listed in section 9.0 a. and b. for all employees upon retirement.

- a. For retired employees age 65 and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- b. The Town shall provide and pay for the insurance benefits as described in Section 9.0 a. and b. and for the retired employee's spouse, under the following conditions:
  - i. This coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of an employee who retired prior to that date.
  - ii. The retired employee must attain age sixty (60) before his/her spouse will be eligible for this coverage.
  - iii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
  - iv. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her spouse at the time of their retirement. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from their pension check.
  - v. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from the employee's pension check, commencing with his 60<sup>th</sup> birthday, all coverage to the spouse shall cease and shall not be reinstated.
  - vi. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for the Parts A and B Supplemental coverage.

- vii. For the purposes of this section, "retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan.
- viii. Employees who retire after the signing of this Collective Bargaining Agreement, shall be provided the following insurance coverage for the retiree (and eligible spouse) insurance outlined in this Article Section;

PPO

The Town shall provide a PPO with the following co-payments;

<i>PPO open access plan</i>	
Office visit preventative	\$0
Office visit	\$20
Specialist	\$25
Urgent Care	\$50
Emergency	\$100 (waived if admitted)
Outpatient Surgery	\$150
Inpatient	\$250

Prescriptions - Retail up to 34 days, Tier I (generic), \$10 co-payment; Tier II (listed brand), \$20 copayment; Tier III (non-listed brand), \$30 co-payment and;

Mail Order up to 100 days equal to two times co-pay: Tier I (generic), \$20 co-payment; Tier II (listed brand), \$40 co-payment; Tier III (non-listed brand), \$60 co-payment. The annual prescription cap of \$5,000 per person remains.

- ix. Effective July 1, 2015, Employees hired before 2006 shall contribute one percent (1%) of their specific base pay annually, towards retiree health insurance. Said payment shall not be subjected to State/Federal taxes.

**Section 9.3** Employees may select in lieu of the plan described in Appendix D, and subject to availability, coverage in a Health Maintenance Organization plan ("HMO"), Preferred Provider Organization plan ("PPO") or Point of Service plan ("POS") subject to the co-share listed in 9.0(f). This option ends June 30, 2014.

**ARTICLE X - SAFETY AND HEALTH**

**Section 10.0** A joint safety committee shall be formed by the Town and the Union and said committee, which shall consist of not more than four (4) representing the Union and four (4) representing the Town, with no two representatives of either party from the same division. The committee shall meet not less than once every other month, or at the request of the majority of the members, to review and recommend safety and health conditions. The duties of the Committee shall include addressing complaints of alleged unsafe vehicles and unsafe working conditions.

### Section 10.1

- a. The Town shall provide foul weather gear, i.e., raincoats, rain hats, boots, gloves, etc. and for their care as necessary. Once issued the employees must return his/her old issued gear to obtain any new gear.
- b. The uniform of the day shall be determined by the Department Head. Employees are required to wear uniforms while on duty. The Town shall provide for the care of the uniform as necessary.
- c. The uniform may consist of the following:
  - Dark Blue Jacket
  - Colored shirt (must meet OSHA Specifications, otherwise, color vest will be warned)
  - Dark Blue Trousers
  - Dark Blue Shorts
  - T-shirt or other equivalent as determined by Department Head. (A total of five (5) t-shirts will be provided to each employee. Employees will assume the responsibility and care for T-shirts).
  - In lieu of the 5 t-shirts provided above, the Department Head shall offer two sweatshirts (hooded and/or non-hooded) and three (3) t-shirts.

All styles and types of uniforms shall be determined by Department Head. All employees will wear the issued uniform of the day.

### Section 10.2

- a. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations and/or equipment.
- b. The Town will provide one (1) pair of safety shoes at least ankle high and steel-toed per year in an amount not to exceed \$150 annually and employees will wear the safety shoes provided as a condition of employment. An employee who provides medical documentation that he is unable to wear safety shoes, shall be provided a suitable pair of work shoes by the Town not to exceed the cost stated above. If a medical problem arises, then an acceptable alternative will be required at the employee's expense if their work shoe allowance has been used for the fiscal year.
- c. Such clothing and equipment except for safety shoes shall remain the property of the Town, and shall be returned to the Town by the employee upon separation from the bargaining unit.

Section 10.3 A coffee break of fifteen (15) minutes in the first half of the shift and another in the second half of the shift will be permitted. Such coffee break will take place at the work site to which employee is then assigned.

Section 10.4 All employees shall be required to abide by all O.S.H.A. regulations. After the Town has provided the employees with safety equipment, the employee will be responsible for

the replacement of this equipment if lost or stolen due to the employee's negligence. Foul weather gear that is ripped or worn out must be returned to the Town prior to receiving new foul weather gear.

Section 10.5 Waste Services drivers and laborers will be required to attend at least one eight - hour safety seminar per year.

## ARTICLE XI - DISCIPLINARY ACTION

### Section 11.0

- a. Disciplinary action shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

Infractions, coaching and counseling shall not be considered discipline by the Town of East Hartford or the Union, unless it is sent to, or placed in, the employee's official personnel file.

- b. The following are types of disciplinary action that may be invoked against members of the Union. They may be independently invoked.

1. Verbal Reprimand (Documented);
2. Written Reprimand;
3. Suspension for a period not to exceed five (5) days;
4. Dismissal/Discharge.

- c. All disciplinary actions may be processed as grievances under Article XIII.

- d. Just cause shall include, but shall not be limited to, loss of any license that is necessary to meet the qualifications of the position held by the bargaining unit employee. However, in the event that such a necessary license is suspended for a period up to one year, the Town may choose to:

- 1) Suspend such employee during the period of license suspension, without pay or benefits; or
- 2) Terminate the employment of such employee.

If, however, a vacancy exists in a lower bargaining unit classification than the position held by the employee whose license was suspended, or if a qualified bargaining unit member in a lower classification is willing to exchange positions with the employee whose license is under suspension, the most senior qualified applicant in a lower classification and the employee whose license is under suspension shall be permitted to exchange jobs (and pay rates) during the period of license suspension. The Town reserves the right to test the applicant for the promotional position for appropriate qualifications prior to permitting any such exchange pursuant to this section.

Section 11.1 At the time of any discipline, the employee and the President of the Union shall be furnished, in writing, a statement of the reason for such action, and the appeals procedure available under Article XIII. Any suspensions shall include the period of time such suspension shall be effective.

Section 11.2 Any employee disciplinary action that may be taken by the Town shall be available for use in any subsequent disciplinary proceeding involving the same employee. However, if for a period of twenty-four (24) continuous months no incident occurs for which written disciplinary action or reprimand has been issued, no such disciplinary action or reprimand preceding such twenty-four (24) month period of good behavior shall be used in support of any subsequent disciplinary proceeding.

#### ARTICLE XII - SAVING CLAUSE

Section 12.0 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 provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that they would have severally approved of the adopted provisions contained separately herein, and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause, or phrase.

#### ARTICLE XIII - GRIEVANCE PROCEDURE

Section 13.0 A grievance is a dispute or difference of opinion raised by an employee or by the Union, covered by this Agreement against the Town, involving the meaning, interpretation or application of the express provisions of the Agreement or the existing work rules. A grievance shall be processed in the following manner, at the request of either party:

Step 1. Between the Union Steward, the aggrieved party and the immediate Supervisor. The immediate Supervisor shall adjust the grievance at once, or notify the Union Steward of his/her decision within two (2) working days from the day the grievance was presented.

A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the Supervisor and is not satisfactorily settled, it must be reduced to writing, there must be set forth in the spaces provided all of the following:

- a. a statement of the grievance and the facts involved,
- b. the remedy requested and,
- c. the violation, if any, of the Agreement which is claimed.

Step 2. If the grievance is not settled in Step 1, within the required time, the aggrieved party, the Steward, and one (1) member of the Executive Committee, may take the grievance up with the Director of the department involved. Such appeal action from the first step of this procedure must take place within ten (10) working days of the date on which the first step disposition was rendered. The Director of the Department involved will confer with the aggrieved party and his/her representatives within five (5) days of receipt of the appeal action. The Director of the department involved and the Union may include in the conference any other individual concerned and the Director of the department involved shall give a disposition, in writing, no later than five (5) days of such conference.

Step 3. If the decision of the Director of the department involved in Step 2 is not satisfactory, the Union may take the appeal, within ten (10) working days of such decision to the Human Resources Director. The Step 3 hearing will take place within a reasonable number of working days. The aggrieved party may be represented at this step of the grievance procedure by the Steward, two (2) members of the Executive Committee, and one (1) other individual of the Union's own choosing. The Human Resources Director and the Union may include in the conference any individual(s) concerned and the Human Resources Director will give an answer, in writing to the appealing employee within five (5) working days. Such written disposition will be rendered on the forms provided. Employees appealing decisions regarding promotion, demotion, suspension, or discharge may submit such grievance directly to this Step of the grievance procedure, without the necessity of complying with procedures set forth in Steps 1 and 2.

Step 4. If the grievance is not satisfactorily settled at Step 3, either party may submit the dispute, within thirty (30) days of receiving such disposition, to the Connecticut State Board of Mediation and Arbitration. Upon mutual agreement, both parties may agree to mediation. Alternatively, either party may petition the Board to arbitrate the issue. The decision of the arbitrators shall be final and binding on both parties.

Section 13.1 Officers and/or Stewards, not to exceed three (3) members of the Union as shall be designated by the Union for the purpose of contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business. Officers and/or Stewards, not to exceed two (2) members of the Union, as shall be designated by the Union for the purpose of adjusting grievances, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Section 13.2 The Union shall furnish the Town with a list of its Officers, Executive Committee Members, and Stewards, and shall, as soon as possible, notify the Town, in writing, of any changes therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No officer, Executive Committee Member or Steward shall be recognized by the Town until such written notification of his/her appointment shall be received by the Town from the duly authorized officer of the Union.

Section 13.3 In addition to those specified, the Union or the Town may, at Steps 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall advise the other a reasonable period in advance of such hearing. Employee grievances must be indicated no later than thirty (30) days following the date of the

incident giving rise to the alleged grievance, however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

ARTICLE XIV - GENERAL PROVISIONS

Section 14.0 No less than four (4) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.

Section 14.1 Whenever a job description in this bargaining unit calls for a Connecticut Motor Vehicle License, Class I or Class II, it shall be understood to mean in all cases a State of Connecticut Commercial Driver's License with proper endorsements as required by State and Federal Laws.

ARTICLE XV - MANAGEMENT RIGHTS

Section 15.0 The Town retains all rights, powers and authority granted to it by its Charter and the laws of the State of Connecticut except those rights, powers and authority which are specifically relinquished or limited by the provisions of this contract.

ARTICLE XVI - DURATION

Section 16.0 This Agreement will be effective retroactive to the first day of July, 2012 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2017 and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement, by giving to the other party not less than one hundred and twenty (120) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties hereto have set their names this 7<sup>th</sup> day of August, 2014.

FOR THE TOWN OF EAST HARTFORD

FOR LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO

By: [Signature]  
Mayor Marcia A. Leclerc  
[Signature]  
Santiago Malave, Director of Human Resources  
[Signature]  
Witness

By: [Signature]  
Marek Morawski, Its President  
[Signature]  
J. Wells, Its Staff Representative  
[Signature]  
William Zern, Its Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

APPENDIX A

LOCAL #1174, COUNCIL #4, AFSCME AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_  
(Please print) Last Name                      First                      Middle

TO: \_\_\_\_\_  
Name of Employer

Effective, \_\_\_\_\_ I, hereby request and authorize you deduct from my earnings 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 Treasurer of the Local #1174 Union.

The authorization shall remain in effect in accordance with the Working Agreement or upon termination of my employment.

Employee's Signature \_\_\_\_\_

Street Address \_\_\_\_\_

City and State \_\_\_\_\_

**APPENDIX B**

**WAGES**

Grade	Classification	Increase	Fiscal Year	Step			
				Start	6th Month	12th Month	18th Month
42	Park Maintainer I/Laborer	2%	2012-13	\$18.96	\$19.86	\$20.69	\$21.63
	Maintainer I/Laborer-Waste Services	2%	2013-14	\$19.34	\$20.26	\$21.10	\$22.07
	Maintainer I/Laborer-Highway Services	2%	2014-15	\$19.73	\$20.66	\$21.52	\$22.51
		2%	2015-16	\$20.12	\$21.07	\$21.95	\$22.96
		2%	2016-17	\$20.52	\$21.50	\$22.39	\$23.42
44	Park Maintainer II/Driver	2%	2012-13	\$19.72	\$20.61	\$21.53	\$22.51
	Maintainer II/Driver-Highway Services	2%	2013-14	\$20.11	\$21.03	\$21.96	\$22.96
	General Maintenance Worker	2%	2014-15	\$20.51	\$21.45	\$22.40	\$23.42
	Parts Clerk	2%	2015-16	\$20.92	\$21.88	\$22.85	\$23.89
	Utility Worker	2%	2016-17	\$21.34	\$22.31	\$23.31	\$24.37
46	Mechanic I	2%	2012-13	\$20.52	\$21.42	\$22.40	\$23.37
		2%	2013-14	\$20.93	\$21.85	\$22.85	\$23.84
		2%	2014-15	\$21.35	\$22.28	\$23.30	\$24.31
		.50	approval	\$21.85	\$22.78	\$23.80	\$24.81
		2%	2015-16	\$22.29	\$23.24	\$24.28	\$25.31
		2%	2016-17	\$22.73	\$23.71	\$24.77	\$25.82
48	Golf Course Maintainer	2%	2012-13	\$21.32	\$22.31	\$23.30	\$24.34
	Maintainer III (Equipment Operator)	2%	2013-14	\$21.74	\$22.75	\$23.76	\$24.82
	Maintainer III (Bulk Truck Driver)	2%	2014-15	\$22.18	\$23.21	\$24.24	\$25.32
	Maintainer III (Sweeper Operator)	2%	2015-16	\$22.62	\$23.67	\$24.72	\$25.83
	Maintainer III (Eductor Operator)	2%	2016-17	\$23.08	\$24.15	\$25.22	\$26.34
	Maintainer III (Trailer Driver)						
	Parks Maintainer III (Equipment Operator)						
	Parts Garage Clerk						
	Signs and Lines Master						
	Landscape Gardener						
Maintainer/Dike Control							
Mason							
Automated Waste Driver							
50	Carpenter	2%	2012-13	\$22.12	\$23.17	\$24.25	\$25.30
		2%	2013-14	\$22.57	\$23.64	\$24.73	\$25.80
		2%	2014-15	\$23.02	\$24.11	\$25.22	\$26.32
		2%	2015-16	\$23.48	\$24.59	\$25.73	\$26.84
		2%	2016-17	\$23.95	\$25.08	\$26.24	\$27.38

Grade	Classification	Increase	Fiscal Year	Step			
52	Maintainer IV (Heavy Equip. Op.) Hwy. Ser.	2%	2012-13	\$23.05	\$24.09	\$25.20	\$26.33
	Maintainer IV (Heavy Equip. Op.) Waste Ser.	2%	2013-14	\$23.51	\$24.57	\$25.71	\$26.85
	Parts and Project Coordinator	2%	2014-15	\$23.98	\$25.07	\$26.22	\$27.39
		2%	2015-16	\$24.46	\$25.57	\$26.75	\$27.94
		2%	2016-17	\$24.95	\$26.08	\$27.28	\$28.50
50M	Maintenance Mechanic (Parks)	2%	2012-13	\$22.12	\$23.17	\$24.25	\$25.30
	Maintenance Mechanic (Golf)	2%	2013-14	\$22.56	\$23.63	\$24.73	\$25.81
		2%	2014-15	\$23.01	\$24.11	\$25.23	\$26.32
		\$1.00	approval	\$24.01	\$25.11	\$26.23	\$27.32
		2%	2015-16	\$24.49	\$25.61	\$26.75	\$27.87
		2%	2016-17	\$24.98	\$26.12	\$27.29	\$28.43
52M	Mechanic II (Fleet maintenance Ser.)	2%	2012-13	\$23.05	\$24.09	\$25.19	\$26.33
	Mechanic II (Welder)	2%	2013-14	\$23.51	\$24.57	\$25.69	\$26.86
		2%	2014-15	\$23.98	\$25.06	\$26.21	\$27.39
		\$1.00	approval	\$24.98	\$26.06	\$27.21	\$28.39
		2%	2015-16	\$25.48	\$26.58	\$27.75	\$28.96
		2%	2016-17	\$25.99	\$27.12	\$28.31	\$29.54

APPENDIX C  
Medical Certificate

A medical certificate submitted in accordance with Article VII, Section 8 shall be on the following form or shall contain substantially equivalent information

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. NO. \_\_\_\_\_

TO: Director  
Town of East Hartford

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

As a physician duly licensed by the State of \_\_\_\_\_,  
I hereby certify that \_\_\_\_\_ who was seen by me on  
\_\_\_\_\_ was unable to work during the continuous period from  
\_\_\_\_\_ to \_\_\_\_\_.

He/she was under my care on or after \_\_\_\_\_.  
I also certify that said employee can return to duty with no restrictions on  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

APPENDIX D - PPO

Benefit	Century Preferred																
Costshares	<p>In-Network services subject to co-pays Lifetime maximum: Unlimited</p> <p>Out-of-Network services subject to deductible and coinsurance Deductible - \$200/\$400/\$500 Coinsurance - 80%/20% to \$4,000/\$8,000/\$10,000 Out-of-Pocket Maximum - \$1,000/\$2,000/\$2,500 Cost share maximum per calendar year Lifetime Maximum Out-of-Network: \$1,000,000</p>																
<p>Preventive Health Care Services</p> <p>Pediatric</p> <p>Adult</p> <p>Vision</p> <p>Hearing</p> <p>Gynecological</p> <p>Mammography One baseline screening for female 35-39 years of age One screening mammogram every calendar year for female 40 and older Note: or more frequently if recommended by the woman's physician</p>	<p>\$5 co-pay, covered according to age-based schedule</p> <p><u>Exam Schedule</u></p> <table border="0"> <tr> <td>Birth - 1 year</td> <td>6 exams</td> </tr> <tr> <td>1 yr. - 5 yrs.</td> <td>6 exams</td> </tr> <tr> <td>6 yrs. - 10 yrs.</td> <td>1 exam every 2 years</td> </tr> <tr> <td>11 yrs. - 21 yrs.</td> <td>1 exam every year</td> </tr> <tr> <td>22 yrs. - 29 yrs.</td> <td>1 exam every 5 years</td> </tr> <tr> <td>30 yrs. - 39 yrs.</td> <td>1 exam every 3 years</td> </tr> <tr> <td>40 yrs. - 49 yrs.</td> <td>1 exam every 2 years</td> </tr> <tr> <td>50 and over</td> <td>1 exam every year</td> </tr> </table> <p>\$5 co-pay, covered once every two years</p> <p>\$5 co-pay, covered once every year</p> <p>\$5 co-pay, covered once every year</p> <p>No Copay</p>	Birth - 1 year	6 exams	1 yr. - 5 yrs.	6 exams	6 yrs. - 10 yrs.	1 exam every 2 years	11 yrs. - 21 yrs.	1 exam every year	22 yrs. - 29 yrs.	1 exam every 5 years	30 yrs. - 39 yrs.	1 exam every 3 years	40 yrs. - 49 yrs.	1 exam every 2 years	50 and over	1 exam every year
Birth - 1 year	6 exams																
1 yr. - 5 yrs.	6 exams																
6 yrs. - 10 yrs.	1 exam every 2 years																
11 yrs. - 21 yrs.	1 exam every year																
22 yrs. - 29 yrs.	1 exam every 5 years																
30 yrs. - 39 yrs.	1 exam every 3 years																
40 yrs. - 49 yrs.	1 exam every 2 years																
50 and over	1 exam every year																
Home & Office Care																	
Medical office visit	\$5 co-pay																
Allergy Testing	\$5 co-pay																
Allergy Treatment & injections	\$0 co-pay, 80 visits over a 3 year period																

Medical Emergency/Urgent Care	
Emergency Room	\$25 co-pay, waived if admitted
Urgent Care Facility Visit	\$25 co-pay
Medical Diagnostic Services	
Diagnostic Lab & X-ray	Covered, no co-pay
Therapy Services	No Copay
Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per calendar year	
Maternity Services	Covered \$5 copay first visit only
Surgery	Covered, no co-pay
Hospital Services	
General Hospital (semi-private)	Unlimited days, \$0 per admission
Skilled Nursing Facility	120 days per calendar year, \$0 per admission
Hospice	60 days per calendar year, \$0 per admission
Home Health Care	No Copay
Nursing & Therapeutic Services limited to 200 visits. Home health aide services limited to 80 visits that are applicable to the 200 visit limit	
Appliances & Durable Medical Equipment	Covered
Medical Transportation	No Copay
Land & Air: paid according to the Department of Public Health Ambulance Service Rate Schedule	
Substance Abuse Care	45 days per calendar year, \$0 per admission
Inpatient services	(exchangeable for 90 outpatient partial hospitalization days)
Nervous/Mental Care	
Outpatient	Covered person pays 50% of Maximum Allowable Amount per Outpatient Session up to 40 visits
Inpatient	60 days per calendar year (exchangeable for 120 outpatient partial hospitalization days)
Prescription Drugs	\$5 co-pay generic, \$10 co-pay brand name, \$0 co-pay mail order up to \$5,000 annual max. Additional coverage out-of-network, \$200 deductible, 80%/20% coinsurance

Vision Rider - employee & spouse only	
Eye exam	one per person per calendar year to \$50 max
Frames	\$28
Prescription lenses:	
single	\$33.50
bifocal	\$52.00
trifocal	\$84.00
contact lenses when used to correct visual acuity to 20/70 or when Medically Necessary	\$225.00
contact lenses for any other reason	\$33.50

**APPENDIX E**

**TRIPLE OPTION DENTAL PLAN**

Benefit	PPO In network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
<b>Preventive Services</b>			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction	100%	100%	80%
Fluoride treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
<b>Diagnostic Services</b>			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test	100%	100%	70%
<b>Restorative Services</b>			
Amalgam fillings	100%	100%	50%
Resin fillings**	100%	100%	50%
<b>Endodontics</b>			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<b>Oral Surgery</b>			
Simple extractions	100%	100%	50%
Surgical extractions & Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
<b>General Services</b>			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
<b>Periodontics</b>			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
<b>Prosthodontics</b>			
Dentures, full and partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Inlays, onlays, and crowns not part of bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia	50%	50%	Not Covered

\*Flex dental deductible does not apply to Preventive Services

\*\*Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.

APPENDIX F  
HEALTH BENEFIT OPT-OUT FORM

Employee Name \_\_\_\_\_ Date of Form Completion \_\_\_\_\_

Department \_\_\_\_\_ Effective Date of Cancellation \_\_\_\_\_

Statement of Election to Participate in Town of East Hartford Health Benefit Opt-Out Program

I elect to cancel my health insurance (not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through \_\_\_\_\_ (name of company offering program).

The name of the plan providing my insurance coverage is \_\_\_\_\_ (name of health insurance carrier). This plan covers: \_\_\_\_ my spouse \_\_\_\_ my family and \_\_\_\_ myself (*check all that apply*).

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a 25% rate of return of what the Town saves, to be paid in quarterly installments in October, January, April and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## APPENDIX G

### TRANSITIONAL WORK AGREEMENT

#### BETWEEN AFSCME LOCAL #1174 AND TOWN OF EAST HARTFORD

Employees shall report all on the job injuries immediately to their supervisor. The supervisor or a designee is responsible for calling the injury into the workers' compensation 24-hour claim hotline. The injury is to be reported within 24 hours of the incident, or during the first week day after the supervisor learns of the injury.

Town employees sustaining on the job injuries on or after 12/1/94 are required to utilize network medical services. Each department has a workers' compensation managed care manual in which is listed the entire medical network. It is imperative that employees treat within this medical network, as noncompliance may jeopardize workers' compensation benefits. Please note that CorpCare and Industrial Health Care have been designated as the urgent medical care facilities to be used by employees of the Town of East Hartford. The Town retains the right to designate other entities as its medical care facilities.

When a network doctor releases an employee for light duty work with restrictions, appropriate assignments can be made. On the afternoon before, or the morning of the first day of a light duty assignment, a brief meeting will be held with the injured employee, a union representative, the Department Director and the Risk Manager. The purpose of the meeting is to be sure all are aware of the medical restrictions that will apply and to determine job responsibilities. Both union and management must agree to the job assignment. If a question exists as to the extent of activity the employee can perform, the Risk Manager will contact the attending physician for further clarification.

Assignments will be made in accordance with the medical restrictions and shall be within the same division, department or union and, to the extent possible, be related to the type of work normally performed by the employee. The maximum amount of persons on the program at one time will be three per department, with a maximum of five persons at one time per union. If the allotted number of transitional duty positions are filled, the employee can qualify for continued benefits under section 31-308(a).

To receive section 31-308(a) benefits, the employee released by a doctor for light duty must be making a reasonable effort to find suitable employment. Usually this involves registration with the Connecticut Job Service and applying for suitable jobs with at least several employers each week and sending a record of the job search to the Town's insurer or claim administrator.

PLEASE NOTE - Without a formal light duty program, each employee released for light duty work must comply with the above paragraph for benefits to continue.

The curtailment of the light duty work assignment will be determined by one of the following factors:

1. The attending physician returns the employee to full duties with no restrictions.

2. The attending physician temporarily prohibits the employee from continuing the transitional work assignment.
3. The attending physician indicates that the employee will never regain former capabilities, which necessitates one of the following choices:
  - A new permanent position, if available, may be secured for the employee within the Town that allows for the permanent restrictions.
  - The employee may transfer to another department with a job opening that is commensurate with the permanent restriction.
  - The employee is released from Town service due to the permanence of the condition.
4. The employee has been on a transitional work assignment for six months due to the same work related injury. Please note: a light duty assignment may be extended up to a maximum of two additional months upon receipt by the Town of a written opinion from the employee's attending physician, prior to the six month expiration that the injured employee will be capable of reassuming full duties within the two month extended period.

Employees working in a light duty work position will not be permitted to work weekly hours beyond 40 hours, which would result in overtime.

If there are layoffs in Local #1174 of AFSCME, union and management will meet within five working days to discuss the continuance/termination of this program.

THIS TRANSITIONAL WORK PROGRAM APPLIES ONLY TO WORK RELATED INJURIES. APPROPRIATE MEDICAL DOCUMENTATION IS REQUIRED FOR THIS PROGRAM.

Any Local 1174 employee who is on Light Duty for a non-work related injury as of the membership ratification date of the 1999-2001 contract may remain on Light Duty for the medically documented duration of that injury.

FOR THE TOWN OF EAST HARTFORD

FOR AFSCME LOCAL #1174

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APPENDIX H

MOA - SWEEPING OVERTIME

This Memorandum of Understanding is made by and between the Town of East Hartford (hereinafter the "Town") and Local 1174, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") regarding the issue of "sweeping" overtime.

- That during the "sweeping season", there will be a volunteer overtime list established for employees within the same grade of the "sweeper operator".
- That this agreement does not affect the overtime available to the "Sweeper Operator".
- That the list will be rotating on a seniority basis.
- That in order to be eligible to be on the list, employees must be qualified to perform the work.
- That the hours worked or charged for doing this work will not affect the equalization provision of the collective bargaining agreement, specifically section 4.3d.
- That this agreement only affects sweeping overtime, and is only effective during the "sweeping season".
- An employee must perform overtime in his/her respective classification if required, before sweeping overtime.

This agreement shall be effective on the date of ratification of the collective bargaining agreement by both parties.

WHEREFORE, it is agreed by the parties duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE TOWN OF EAST HARTFORD

FOR AFSCME LOCAL #1174

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

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

APPENDIX I

Prepaid Vacation Authorization

**AUTHORIZATION FOR PAYROLL DEDUCTION  
PREPAID VACATION**

To be billed out by Employee

Employee's Name: \_\_\_\_\_  
(Please print full name)

Employee ID #: \_\_\_\_\_

I hereby authorize the Town of East Hartford to deduct from my earnings a sufficient amount to provide for: 1 2 3 4 5 days prepaid vacation effective July 1, 20\_\_\_\_.

*By signing below, I understand and agree to the following:*

- I may only purchase up to five (5) days of additional vacation.
- The enrollment period shall be during business days in the month of June each fiscal year.
- Up to 5 days worth of vacation shall be computed and deducted from my payroll in equal installments over a 52-week period. Deductions will commence on July 1<sup>st</sup>.
- I will first exhaust all prepaid vacation before using any regular vacation for the current fiscal year.
- I will use all prepaid vacation within the current fiscal year and will not carry over any prepaid vacation into the following fiscal year.
- Prepaid vacation will have no impact on my pension calculations.
- I understand my decision is irrevocable. However, in the event of untimely separation from the Town of East Hartford, I will receive payment for any unused prepaid vacation or I will reimburse the Town for any used vacation that was not prepaid.
- I must complete one year of service with the Town of East Hartford to become eligible for this program.
- I understand that all other applicable language in my respective Collective Bargaining Agreement still applies.
- I understand that this authorized deduction applies only for the fiscal year referenced above and is *not* automatically renewed.

SIGNATURE: \_\_\_\_\_  
(Employee)

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

Signed forms must be received by H.R. no later than  
4:30 p.m. on the last business day of June:

HUMAN RESOURCES DEPARTMENT  
EAST HARTFORD TOWN HALL

Office Use Only

## APPENDIX J

### Family Medical Leave Act (FMLA)

- a. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA.
- b. Events which qualify employees for up to twelve (12) weeks unpaid leave are:
  - Birth or adoption of a child or placement of a child in the employee's home for foster care.
  - A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.
  - Any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on "covered active duty."
- c. Employees may be eligible for up to twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, child, parent, or next of kin (military caregiver leave).
- d. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- e. The Town may require medical certification to document the reason for the leave, where provided by law.
- f. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.
- g. During the period of FMLA-qualified leave, the employee shall not be credited for length of service but shall be credited with time for the purpose of accruing sick leave, vacation leave, or Personal Days.
- h. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.
- i. Employee may be required to provide a "fitness for duty" certification upon return to work.

APPENDIX K

HIGH DEDUCTIBLE HEALTH PLAN

SCHEDULE OF BENEFITS

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible	\$1,500 single* \$3,000 family**	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit *Applies to Prescription Drug Copayments	\$1,500 single*** \$3,000 family****	\$4,000 single*** \$8,000 family****
Lifetime Maximum	Unlimited	Unlimited
<p>*Single Deductible - The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.</p> <p>**Family Deductible - The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Covered Person or all members of the family collectively.</p> <p>***Single Out-of-Pocket Limit - Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Covered Person for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>****Family Out-of-Pocket Limit - Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.</p>		
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance

Other Preventive Screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations	No Cost-Share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient Surgery (including colonoscopy)	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
Diagnostic, Laboratory and X-Ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance

Other Therapy Services: Outpatient cardiac rehabilitation therapy; Radiation therapy; Chemotherapy for the treatment of cancer; Electroshock therapy; Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
<b>PHYSICIAN/MEDICAL/SURGICAL SERVICES</b>		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance

Non-Surgical Services of a Physician or Surgeon (other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
Outpatient Treatment for Mental Health Care & Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
Outpatient Surgery	Deductible	Deductible & Coinsurance
In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
Skilled Nursing Facility Up to 120 days per calendar year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance

<p><b>Prescription Drugs:</b></p> <p><b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p><b>Specialty Pharmacy:</b> The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p><b>Mail Order Prescription Drug Program</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs &amp; supplies</p>	<p>Deductible and then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p>Deductible &amp; Coinsurance per prescription</p>
<p><b>Human Organ and Tissue Transplant Services Unlimited maximum</b></p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>



<p><b>Infertility Services</b> Please see Maternity /Family Planning Section</p> <p><b>Office Visit</b></p> <p><b>Outpatient Hospital</b></p> <p><b>Inpatient Hospital</b></p> <p><b>Infertility Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply</p>	<p>Deductible</p> <p>Same as Hospital Outpatient Cost-Share</p> <p>Same as Hospital Inpatient Cost-Share</p> <p>Deductible</p>	<p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p>
<p><b>Maternity</b></p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>

*This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Summary Plan Document for full details of coverage.*

APPENDIX L  
BLUEVIEW VISION RIDER

<b>BENEFIT PERIOD</b>	Calendar Year
<b>DEPENDENT AGE LIMIT</b>	To the end of the month after which the child attains age 26.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Out-of-Network Providers
<b>Prescription Lenses</b>		
Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
<b>Basic Lenses (pair)</b>		
Single Vision lenses	\$25 Copayment	Reimbursed up to \$36
Bifocal lenses	\$25 Copayment	Reimbursed up to \$54
Trifocal lenses	\$25 Copayment	Reimbursed up to \$69
(limited to one set of lenses per calendar year).		
<b>Frames</b>		
(Limited to one frame per calendar year)	\$130 retail amount, then 20% off any remaining balance	Reimbursed up to \$64
<b>Prescription Contact Lenses (traditional or disposable)</b>		
<b>Non-Elective Contact Lenses (availability once every calendar year)</b>	Covered in full	Reimbursed up to \$210
<b>Elective Contact Lenses (in lieu of eyeglass lenses allowances) (availability once every calendar year)</b>	\$130 retail amount	Reimbursed up to \$105
<b>Note: If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.</b>		

**Laser Vision Correction Services:**

Participating Lasik/photorefractive keratectomy PRK surgical centers offer a discounted rate for Members enrolled under this plan. You are responsible for any remaining charges.

The Schedule of Benefits is a summary of the amount of benefits Anthem will pay when you receive Covered Services from a Provider. Please refer to the Covered Services Section of the Summary Plan Description for a more complete explanation of the specific vision services covered by the plan. All covered services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate including any attachments or riders.

No prior authorization is required to receive covered vision services.