

AGREEMENT

between

THE TOWN OF TRUMBULL

and

THE TOWN OF TRUMBULL FIRE MARSHAL'S UNION
LOCAL 1303-277, COUNCIL 4, AFSCME, AFL-CIO

JULY 1, 2010 THROUGH JUNE 30, 2014

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	HOURS OF WORK.....	1
ARTICLE IV	SENIORITY.....	3
ARTICLE V	UNION ACTIVITIES	4
ARTICLE VI	WAGES AND BENEFITS	4
ARTICLE VII	HOLIDAYS	6
ARTICLE VIII	VACATIONS	7
ARTICLE IX	LEAVE PROVISIONS	8
ARTICLE X	JURY DUTY.....	11
ARTICLE XI	MILITARY LEAVE	12
ARTICLE XII	PENSION PLAN.....	12
ARTICLE XIII	PRIOR PRACTICE	12
ARTICLE XIV	GRIEVANCE PROCEDURE.....	13
ARTICLE XV	DISCIPLINARY ACTION	14
ARTICLE XVI	MISCELLANEOUS	14
ARTICLE XVII	MANAGEMENT RIGHTS.....	15
ARTICLE XVIII	SAVINGS CLAUSE	15
ARTICLE XIX	DURATION.....	16
APPENDIX A	WAGES	17
APPENDIX B	HEALTH BENEFIT SUMMARY	18

**ARTICLE I
RECOGNITION**

Section 1.0:

The Town of Trumbull (the "Town") agrees to recognize Local 1303, Chapter 277, Council #4, American Federation of State, County, and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours and other conditions of employment of all employees of the Town of Trumbull who are employed as the full time permanent Fire Marshal, Senior Deputy Fire Marshal II, Senior Deputy Fire Marshal I, Deputy Fire Marshal and full time permanent Inspector.

**ARTICLE II
UNION SECURITY**

Section 2.0:

All full time permanent employees shall as a condition of employment, remain or become and remain a member of the Union and shall pay to the Union monthly Union dues in an amount uniformly required of its members. In lieu thereof any current employee, or any employee hired after the effective date of this Agreement may choose not to become a member of the Union, in which case such employee shall, as a condition of employment pay a monthly service fee to the Union which shall be in an amount determined by the Union in accordance with applicable law.

Section 2.1:

The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card, a sum certified in writing by the Union Chapter Chairperson of Local 1303 as union dues or service fees. Such deductions shall be made weekly from the payroll and the total deduction so made shall be mailed monthly to the Council 4, AFSCME office. Such deductions shall continue for the duration of this Agreement.

Section 2.2:

The Union agrees to indemnify, defend and hold the Town harmless from and against any and all claims arising out of, and under the provisions of Section 2.1 of this Agreement.

**ARTICLE III
HOURS OF WORK**

Section 3.0:

The regular work week for all employees shall consist of five consecutive days Monday through Friday, 8:00 a.m. to 4:00 p.m., inclusive of rest and meal breaks; provided, however,

nothing herein shall be construed as a guaranty by the Town to employees of a minimum number of hours on a given day or week.

Section 3.1:

During each eight-hour day each employee shall be allowed one hour for lunch and two 10-minute breaks, during which time the employee shall be available if needed. During the remainder of each eight-hour day the employee shall perform duties associated with his job or other related duties as assigned by the First Selectman or his/her designee.

Section 3.2:

In addition to the regular workweek listed above, full time employees shall rotate through an emergency on call shift of sixteen hours. If an employee is called in he shall be compensated at his regular rate of pay except to the extent he is entitled to overtime in accordance with the provisions of this Article. Non-emergency overtime must be approved in advance by the First Selectman. In the case of emergency overtime, the First Selectman shall be advised the first thing the following business morning, but not later than 10:00 a.m.

Section 3.3:

A. Payment for hours actually worked in excess of eight (8) in any work day and in excess of forty (40) in any week (Monday through Friday) shall be made at one and one-half (1 1/2) times the hourly rate of the employee, except for those employees who are exempt under applicable state and federal wage and hour laws.

B. There shall be no pyramiding of overtime

C. Except where Saturday and/or Sunday is part of the regular work schedule payment for time worked on Saturday shall be at one and one-half (1 1/2) times the employee's hourly rate; and payment for time worked on Sunday will be double (2x) times the employee's hourly rate regardless of whether the employee has worked in excess of forty (40) hours in the preceding Monday through Friday Period.

D. Compensatory time may be substituted for overtime pay upon the mutual agreement of the employee and the First Selectman or his/her designee. Compensatory time shall be within thirty (30) days of the date earned, and in accordance with applicable law.

Section 3.4:

During the 2010-2011 contract year, bargaining unit members shall be furloughed for one regularly scheduled work day, i.e. shall not work and shall not be paid for the day. The date of the furlough shall be agreed upon between the employee and the First Selectman.

ARTICLE IV SENIORITY

Section 4.0:

An employee's seniority shall be determined by the length of continuous service with the Town from the day the employee started work on a full-time basis and shall accumulate from that time for the duration of his/her employment.

Section 4.1:

New employees shall be considered probationary for a period of ninety (90) calendar days from the date of hire. During this 90 day period, the Town may discharge any such employee, at will, with or without cause, without resort on the part of the employee to the grievance process set forth in this Agreement. After the probation period such employee(s) may only be dismissed for cause.

During the probationary period, employees shall not be entitled to vacation, personal or paid sick leave, health benefits or any other fringe benefits; however, upon completion of the probationary period, vacation, personal and sick leave shall be accrued retroactively to the date of hire.

Upon completion of the probationary period the employee shall be entitled to the health and medical benefits described in Article VI of this Agreement.

Section 4.2:

An employee shall lose his/her seniority if he/she:

- a) Quits, resigns, or is discharged for cause;
- b) Is absent from work for four (4) consecutive days without notifying his/her supervisor or without satisfactory reason;
- c) Exceeds a leave of absence without satisfactory reason or explanation;
- d) Fails to report to work from layoff within ten (10) working days after receipt of notice of recall by registered mail. For purposes of compliance, the Town may rely on the last address furnished to it by the employee. Extenuating circumstances shall be considered when applying this section;
- e) Accepts employment elsewhere while on leave of absence;
- f) Fails to return from a medical leave.

Section 4.3

The Town shall prepare a list of employees represented by the Union showing their time of service with the Town, their classification and rate of pay and deliver same upon request once each year to the Union. When a new employee has been placed on the payroll, the Town shall

appraise the Union, in writing, of the name, date of hire, job classification, and rate of pay of the employee.

Section 4.4 – Reduction in Force:

In the event of a reduction in the number of employees, layoff shall be in inverse order of seniority within job classification. If there is no other employee in the job classification, the effected employee may bump an employee in a lower classification, if any, within the department.

An employee who is laid off shall retain his/her seniority status and right of recall to the position from which he/she was laid off, for a period of eighteen (18) months.

Section 4.5

Employees on layoff shall be recalled in order of seniority. All full time employees on layoff shall be recalled before any bargaining unit work is performed by non-bargaining unit personnel.

**ARTICLE V
UNION ACTIVITIES**

Section 5.0:

Reasonable time off with pay shall be granted to up to two (2) employees to serve on the negotiating committee for purposes of negotiating a contract when such meetings take place during normal working hours providing operations are not hampered.

Section 5.1:

The Union Chapter Chairperson, or if said officer is unavailable, his/her duly appointed alternate(s), shall be allowed a reasonable time off for processing Union grievances without loss of pay, provided that such time off is recorded on the employee's time record. The Union agrees to furnish periodically, in writing, a list of such of officers and their designated alternate.

**ARTICLE VI
WAGES AND BENEFITS**

Section 6.0:

Effective July 1, 2010, employees shall be paid according to the Wage Schedule set forth in Schedule A hereto.

In addition, employees who possess state or national certifications above and beyond those required by law to be a licensed Fire Marshall licensed in the State of Connecticut, will receive an annual stipend of \$750 for any and all such certifications, e.g. NIMS and Arson investigation.

Section 6.1

Full-time permanent employees and their eligible dependents shall be eligible to receive the insurances listed below. Employees shall contribute two (2%) percent of their gross pay via payroll deduction towards the cost of providing these insurances. Effective January 1, 2012, employees shall contribute eight (8%) of the premium cost for the health insurance provided; effective January 1, 2013, employees shall contribute ten (10%) percent of the premium cost of said insurance; and effective January 1, 2014 employees shall contribute eleven (11%) of the premium cost of said insurance.

- a) Health insurance pursuant to the Town of Trumbull PPO \$15/\$100/\$75/\$0 insurance plan. A summary of the benefit is attached as Appendix B; including prescription coverage under the public sector Anthem three-tier prescription plan with the following co-pays: \$5 generic; \$15 brand -formulary; \$35 brand non-formulary; two times retail co-pay for mail order for a 90 day supply. The three-tier prescription plan will be the standard Anthem plan, not the public sector version.
- b) Flexible Dental Plan - (Category I - 80%; Category 2 - 80%; Category 3 - 50% plus \$50 individual/\$150 family deductible, maximum annual coverage \$2,000 per person per year coverage 50% to an individual lifetime maximum of \$ 1,000.
- c) Life insurance (employee only)- \$30,000
- d) Employee Accidental Death and Dismemberment (employee only) - \$30,000.

The Town shall implement an IRS §125 plan as to employee contributions towards health insurance.

Section 6.2:

The Town may substitute for the insurance coverage set forth in Section 6.1 any other plan and/or insurance provider, including self insurance, provided the benefits are equal to or better, on an overall basis, than that provided under the current plan; and provided further that in determining whether a plan is "equal to or better than" the current plan, reliability and reputation for prompt payment shall be considered.

In the event the Union objects to the substitution of a plan for said insurances, then before making such substitution, the Town shall file a written request, with notice to the Union, that the American Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than" said insurance. The burden of proof shall be on the Town.

Section 6.3

Employees may waive the above insurances in which event the Town shall pay to the employee the following amounts:

Medical:	
Individual --	\$1,500
Two-Person --	\$1,750
Family --	\$2,500
Dental:	
Individual --	\$ 100
Two-Person --	\$ 250
Family --	\$ 350

Payments shall be made on June 30th of each fiscal year for which health insurance is waived. An employee must indicate prior to July 1 of each year if he or she wishes to waive health insurance. In the event of a change in circumstances, i.e., loss of insurance, an employee may opt back in with 30 days' notice in which event the above-mentioned payments shall be pro-rated based upon that portion of the fiscal year in which the individual did not receive health insurance coverage. In addition, reinstatement shall be subject to any and all requirements required by the Town's insurance carrier. Employees hired after July 1 or who terminate prior to June 30 shall receive a pro-rated payment.

Section 6.4

Any employee who retires under the terms of the Town of Trumbull pension plan shall be entitled to purchase medical insurance for themselves and their dependents at group rates, at the employees cost, in any fully insured plans offered by the Town. Eligibility to purchase said insurance shall continue until the insured becomes Medicare eligible.

**ARTICLE VII
HOLIDAYS**

Section 7.0:

For full-time permanent and probationary employees, there shall be thirteen (13) recognized holidays as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Martin Luther King's Birthday

Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

plus a floating holiday to be established annually by the First Selectman.

Section 7.1:

Whenever a legal holiday falls on a Saturday, the previous Friday shall be granted. If a holiday falls on Sunday, the following Monday shall be granted.

Section 7.2:

Whenever an employee is required to work on a holiday recognized in this Agreement, compensation shall be at two (2) times the regular rate of pay, regardless of whether the employee has worked in excess of forty (40) hours in that workweek. In addition the employee shall receive his/her regular holiday pay.

**ARTICLE VIII
VACATIONS**

Section 8.0:

Vacations shall be calculated on an anniversary date basis, and all full-time employees shall be granted annual vacation leave subject to manpower availability and determined based on seniority as follows:

<u>Years of Completed Service</u>	
1 year but less than 5 years of service	10 days
5 years but less than 10 years of service	15 days
10 years but less than 20 years of complete service	20 days
Twenty or more of complete service	25 days

Section 8.1:

An employee whose employment with the Town is terminated for any reason other than cause will be paid all earned vacation pay, provided said employee provides the Town, in the case of his/her resignation with at least two (2) weeks written notice prior to leaving Town employment. In the event that an employee is entitled to vacation leave at the time of his/her

retirement or death, he/she or his/her spouse or estate in the event of the employee's death, shall receive one (1) week's pay for each week of unused vacation leave.

Section 8.2

Voluntary accumulation of two weeks of vacation shall be allowed with the approval of the First Selectman or his/her designee. Accumulated time must be used the following year.

**ARTICLE IX
LEAVE PROVISIONS**

Section 9.0 – Sick Leave

Full-time permanent employees shall be granted paid sick leave on the basis of one (1) day per month and may accumulate only up to 75 days of sick leave. Paid sick leave shall only be granted in the event of a bona fide illness or injury. Employees shall notify the First Selectman or his/her designee as far in advance as possible of his/her inability to report to work.

Section 9.01:

Employees may be required to present a doctor's certificate for absences due to illness of three (3) consecutive work days or more. Certificates should be attached to the appropriate work record sheet. In the event of abuse of sick leave, the Town shall take such disciplinary actions as it deems appropriate, and may require the employee to submit to a physical examination given by doctor of the Town's choosing providing prior notice of such requirement is given to the employee.

Section 9.02:

No employee on paid sick leave from the Town shall engage in any other employment; the First Selectman, in his/her sole discretion, may waive this requirement in writing in cases of undue hardship.

Section 9.03 – Extended Sick Leave of Absence:

Full-time employees may be granted an unpaid leave of absence, in writing, by the First Selectman or his/her designee for a period not to exceed six (6) months from the time the employee's disability and paid sick leave is exhausted. Said sick leave shall not affect the employee's seniority; however, other benefits such as sick leave, will not accrue during the leave of absence. Employee may retain their medical benefits during said leave at their own expense. Any leave taken under this provision shall be counted towards eligibility for leave under the Family and Medical Leave Act, if applicable.

Section 9.04:

The Town shall provide, at no expense to the employee, a disability insurance which will provide at least sixty-six and two thirds (66 2/3%) percent replacement income for up to twenty-six weeks after the fifteenth day of absence for any non work-related illness or injury.

a) The definition of “disability” shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the town and from engaging in other gainful employment. Notwithstanding, the employee may earn an amount not to exceed the differential between his/her normal rate of pay and the 66-2/3% salary continuation provided for hereunder.

b) There shall be a fifteen (15) workday waiting period. The workday shall be those days which are normal workdays for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the 15-day period. During the 15-day waiting period, employees may utilize any accrued paid leave such as sick leave, vacation or personal days and/or compensatory time.

c) The maximum duration of the disability period shall be 26 weeks. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.

d) The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.

e) In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send an employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employee’s physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside a 20-mile radius. If there are no qualified physicians in a given specialty within a 20-mile radius, then the Town’s physician shall be located as close to this 20-mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient’s location, provide ambulance or other medical-type transportation.

f) Employees shall be entitled to one disability leave of absence per occurrence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will

be still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same occurrence needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay of the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree to the procedure set forth in paragraph 5, at the Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3rds of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

g) Benefits: Employees out on disability:

1. Shall not be denied pension credit. However, the employee on disability must continue to contribute their share to the Town.
2. Employee will not be denied earning normal personal time provided under contract.
3. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.
4. Employee will accrue one (1) sick day for the month in which the disability leave commenced; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.

h) The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.

i) A. Union dues and all other legal deductions shall continue during the disability period.

B. Option deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.

j) Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability. For example, if they were contributing 1 1/2% of their annual salary towards medical insurance, they will contribute 1 1/2% of their disability salary (66.66%). Continuation of insurance

hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

Section 9.05:

Each employee who terminates his/her employment with the Town following his/her early retirement date, as defined in the Pension Agreement between AFSCME and the Town of Trumbull, shall be eligible to receive payment for unused, accumulated sick leave. Such payment shall be made at the wage rate in effect on January 1 of the year in which the sick days were accumulated, up to a maximum of sixty (60) days. If an employee has accumulated more than sixty (60) days, he/she will be eligible for payment, as set forth above for the sixty (60) days most recently accumulated. In the event that an employee dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive said payment.

Section 9.1 – Funeral Leave

Each full-time permanent employee shall be granted five (5) working days with pay for attendance at the funeral of the employee's spouse or child. Each full-time permanent employee shall be granted three (3) working days with pay for attendance at the funeral of the employee's mother, father, sister, brother, current mother-in-law, father-in-law, daughter-in-law, son-in-law. Each full-time permanent employee shall be granted one (1) working day with pay for attendance at the funeral of the employee's grandmother, grandfather, grandchild, current brother-in-law, current sister-in-law, niece, nephew, aunt or uncle.

Section 9.2 – Personal Leave:

Absence with pay up to two (2) days per calendar year to conduct personal business shall be granted providing it does not interfere with the operation of the department. Personal days may not be added to the vacation period. Probationary, seasonal, temporary, and part-time employees shall not be eligible for personal leave.

**ARTICLE X
JURY DUTY**

Section 10.0:

An employee required to be absent for jury duty shall receive his/her basic salary provided he/she returns to the Town any payment he/she shall receive for such service from other sources and provided:

- a) Such employee shall notify the First Selectman or his/her designee immediately upon receipt of the jury duty questionnaire for consultation on his/her availability;

- b) Such employee shall notify the First Selectman or his/her designee immediately upon receiving a call to jury duty.
- c) If an employee is excused from jury duty with four or more hours of his/her regular scheduled workday remaining the employee shall report to work immediately after being excused.

**ARTICLE XI
MILITARY LEAVE**

Section 11.0:

Any full- time permanent employee who serves in the Armed Forces Reserve Training Program or the State National Guard shall be granted leave with pay for fulfilling his/her duty obligation up to a maximum of fifteen (15) days per year. The combination of pay from the military and the Town shall not exceed the employee's regular base salary.

**ARTICLE XII
PENSION PLAN**

Section 12.0:

Employees hired before July 1, 2012, shall be covered under the Pension Plan of the Town of Trumbull as negotiated between the Town and AFSCME under a separate collective bargaining agreement. Effective July 1, 2011, employee contributions towards the pension plan shall increase to four (4%); effective July 1, 2012, employee contributions shall increase to four and one-half (4.5%) percent; and effective July 1, 2013, employee contributions shall increase to five (5%) percent.

Section 12.1:

Employees hired on or after July 1, 2012, shall not be eligible to participate in the defined benefit plan referred to in Section 12.0 above. Rather, employees shall be eligible to participate in the Town Defined Contribution Plan. The Town will match employee contributions up to seven (7%) percent.

**ARTICLE XIII
PRIOR PRACTICE**

Section 13.0:

All other terms and conditions of employment, work rules, regulations and Town ordinances, Town Charter and other laws existing as of the date hereof, not specifically abridged or modified herein, shall remain in full force and effect.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 14.0:

In the event that a difference arises between the Town and the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the following procedures. These procedures are established to permit prompt discussion and resolution of employee grievances and shall be the sole means of resolving disputes between the Town and the Union concerning the interpretation and application of this Agreement.

Section 14.1:

Grievances shall be processed according to the following steps:

- a) Step 1 - Any employee having a grievance shall present such grievance, along with his/her Union representative, orally to the First Selectman or his/her designee within five (5) working days from the date of the event giving rise to the grievance. In the event the grievance cannot be satisfactorily resolved within two (2) working days of being presented, the grievance may be submitted by the Union to Step 2.

- b) Step 2 - The Union shall present such grievance in writing to the First Selectman or his/her designee within fifteen (15) working days of the date of the event give rise to the grievance. Within ten (10) working days after the First Selectman or his/her designee receives such grievance, he/she shall arrange to meet with representatives of the Union for the purpose of adjusting or resolving the grievance. If the grievance is not resolved within ten (10) working days after such meeting, it may be submitted by the Union to Step 3.

- c) Step 3 - The Union shall within twenty (20) working days after the Step 2 meeting submit the dispute for arbitration to the American Arbitration Association and shall simultaneously notify the Town that it has submitted the matter to arbitration. The matter shall be heard by a single arbitrator. The decision of the arbitrator shall be final and binding on the parties.

Section 14.2:

Steps 1 and/or 2 of the grievance procedure, the time limits therein and in Step 3 may be waived by the mutual written agreement of the parties.

Section 14.3:

The arbitrator(s) shall have no right to add to, subtract from, amend or alter the terms of this Agreement.

Section 14.4:

Each party shall be liable for its own expenses and its share of any common expense of the arbitration, including the cost of the arbitrator (if any).

**ARTICLE XV
DISCIPLINARY ACTION**

Section 15.0:

All members of the bargaining unit shall have the right to Union representation, if they choose, whenever such member is required to attend any conference which could result in disciplinary action against them.

Section 15.1:

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

**ARTICLE XVI
MISCELLANEOUS**

Section 16.0 – Working out of classification:

Any employee who is temporarily assigned to perform the duties of a higher classification in the bargaining unit for a period in excess of two consecutive weeks shall be paid at the wage rate for the higher classification after two weeks of performing the duties of the higher classification.

Section 16.1 – Bulletin Board:

The Town shall supply one (1) bulletin board in each major facility where Union members are located, each location subject to the approval of the Town, and the use of said bulletin boards shall be limited to official Union business.

Section 16.2:

This Agreement constitutes the sole and entire agreement between the parties with respect to rates of pay, hours of work and other conditions of employment, and shall not be amended or modified except in writing signed by both parties hereto. The parties agree that there has been full opportunity to bring up for negotiations any matter pertaining to wages, hours of work,

and other conditions of employment, and that no such matters will be brought up for negotiation during the term of this agreement.

Section 16.3:

The waiver or breach of any term or provision of this Agreement by either party hereto shall not constitute a precedent or waiver as to future enforcement of any or all such terms or provisions.

Section 16.4:

Any memorandum not attached hereto shall hereafter be null and void.

**ARTICLE XVII
MANAGEMENT RIGHTS**

Section 17.0:

There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes the Town's rights to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decision on all matters involving its operation, the extent to which facilities of any department thereof shall be operated, additions thereto, replacement, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production and to run the department efficiently.

**ARTICLE XVIII
SAVINGS CLAUSE**

Section 18.0:

Should any provision of this Agreement be determined to be invalid by a court of competent jurisdiction the validity of the remaining portions of this Agreement shall not be affected thereby. The Parties agree to immediately commence negotiations over a substitute for the invalidated provision.

**ARTICLE XIX
DURATION**

Section 19.0:

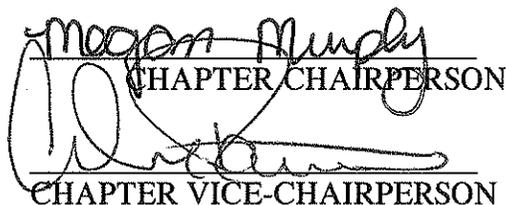
This Agreement shall remain in full force and effect from July 1, 2010, through June 30, 2014. Negotiations for a successor agreement shall be conducted according to the provisions of the Municipal Employee Relations Act.

THE TOWN OF TRUMBULL



FIRST SELECTMAN

LOCAL 1303-277 OF COUNCIL #4
COUNCIL #4 AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO



CHAPTER CHAIRPERSON



CHAPTER VICE-CHAIRPERSON

Date: 9/30/10

**APPENDIX A
WAGES**

	2010-11 (0%)	2011-12 (2.6%)	2012-13 (2.6%)	2013-14 (2.95%)
Fire Marshall	36.05	36.99	37.95	39.07
Senior Deputy Fire Marshall II	30.65	31.45	32.26	33.22
Senior Deputy Fire Marshall I	28.33	29.07	29.82	30.70
Deputy Fire Marshall	26.03	26.71	27.40	28.21
Fire Inspector	24.30	24.93	25.58	26.33

**APPENDIX B
HEALTH BENEFIT SUMMARY**



**Century Preferred
\$15/\$100/\$75/\$0**

Benefits at a Glance proposed for the Town of Trumbull FD 003 Mathas

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

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$15	Deductible & Coinsurance
Hospital (HSP) Copayment	\$100	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$75	Deductible & Coinsurance
Outpatient Surgery (OS) Copayment	No charge	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$500/\$1,000/\$1,500
Coinsurance		20% after deductible up to
Cost Share Maximum (<i>individual/2-member family/3+ member family</i>)		\$3,000/\$6,000/\$9,000
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE

Well child care*	OV Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	OV Copayment	
Routine eye exams – <i>one exam every 2 years superceded by vision rider</i>	OV Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	OV Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every two years</i>	OV Copayment	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections--Unlimited</i>	OV Copayment No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	HSP Copayment	
Outpatient surgery – <i>in a hospital or surgi-center</i>	NO Copayment	



EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	Deductible & Coinsurance
Ambulance – <i>air and land unlimited</i>	No charge	No charge
Home health care <i>200 visits per calendar year</i>	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>50 visit maximum for PT, OT, ST and Chiro. per year</i>	\$15 Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits	OV Copayment	

*** Schedule of health examinations:**

- 0 to 5 mo. – 1 Every month
- 6 months- 12 months 1 Every 2 months
- 13 months –2 years 1 Every 3 months
- 12 months –3 years 1 Every 6 months
- 4 years –21 years and older 1 Every year

***Mammography:**

- 1 Baseline age 35-39 years
- 1 Screening per year age 40 and over

Note: In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

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

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

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11-2008

National Pharmacy Network

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

Emergencies Outside The Service Area —

Non-participating Pharmacies

The Plan will make payments for prescription drugs dispensed at a non-participating pharmacy outside of the service area; however, payment will be made only for treatment of an accident or emergency illness incurred outside of the service area, subject to approval by the Plan. Members must submit an itemized sales slip to the Plan for reimbursement within 120 days from the date of purchase.

Points to Remember

Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician, or by a non-participating physician to whom the member was properly referred by a participating primary care physician (when required by the member's plan), subject to copayment.

Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.

Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

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

Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

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

soaps/aerergens, snampoos, toothpastes/gets and mouthwashes/rinse.

This is not a legal contract. It is only a general description of the \$5 generic/\$15 listed brand-name/\$35 non-listed brand-name 3-Tier Prescription Drug Rider with an Unlimited Annual maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.