

AGREEMENT
BETWEEN
THE TOWN OF TRUMBULL

-AND-

TRUMBULL (NON-SUPERVISORY) HIGHWAY & PARKS EMPLOYEES UNION
LOCAL 1303-33, COUNCIL #4, AFSCME, AFL-CIO

July 1, 2012 - June 30, 2016

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AGREEMENT

This Agreement is between the Town of Trumbull, Fairfield County, Connecticut, hereinafter referred to as the "Town" and Local 1303-33 of Council No. 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

The welfare of the Town of Trumbull and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town management and the voluntary organization of its employees. An obligation rests upon the management upon the Union and upon each employee to render honest, efficient, and economical service. The spirit of cooperation between the management and the Union and the employees represented thereby, being essential to efficient operations, all parties will so conduct themselves to promote this spirit.

ARTICLE I MANAGEMENT RIGHTS

Section 1.1:

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 that the Town's rights, powers and authority include but are not limited to the right to manage its operation; direct, select, decrease, and increase the work force, including hiring, promotion, demotions, transfer, suspension, discharge, or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additional hereto, replacements, 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 to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees, regulate quality and quantity of productions and to run the department.

ARTICLE II RECOGNITION

Section 2.1:

The Town hereby recognizes the Union as the sole and exclusive representative of all eligible non-supervisory employees in the Highway, Maintenance, and Parks divisions of the Department of Public Works, including mechanics and road foreman, for bargaining with respect to wages, hours of work, and conditions of work (as specified in CSLRB Case No. ME-1365, dated December 20, 1965; CSLRB Case No. ME-1741, dated March 28, 1969, and CSLRB Case No. ME-4291, dated January 17, 1978).

**ARTICLE III
UNION SECURITY AND DUES CHECK-OFF**

Section 3.1:

Any employee hired after the effective date of this Agreement and any employee who has become a member of the Union prior to the effective date of this Agreement shall remain or become and remain a member of the Union in good standing and shall pay to the Union monthly Union dues in the 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 to pay a monthly service fee to the Union in the amount uniformly required of service fee payers subject to applicable law.

Section 3.2:

The Union, its officers, and members shall not intimidate or coerce employees into joining the Union.

Section 3.3:

It is understood and agreed that there will be no initiation fees for present employees as of the effective date of this Agreement.

Section 3.4:

The Town will deduct from the wages of each employee, who individually and voluntarily authorizes in writing such deduction, a sum equal to the monthly dues or service fees levied by the Union in accordance with its constitution and by-laws. Such authorization shall be effective the month received by the Town. Such deductions shall be made on a regular payday and sent to the designated Treasurer of Local 1303, no later than the end of the calendar month in which the deductions were made. The Town will submit to the Union a monthly record of those employees from whom deductions have been made, together with the amount of such deductions.

Section 3.5

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

Section 3.6

The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claims against the Town for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

**ARTICLE IV
SENIORITY**

Section 4.1:

Seniority is defined as an employee's most recent period of continuous service within the certified unit.

Section 4.2:

An employee's seniority will be broken and cease when he:

- a) quits;
- b) retires;
- c) is discharged for cause;
- d) obtains a leave of absence by false or misleading statements;
- e) utilizes a leave of absence for any other purpose than for which it was granted;
- f) is absent from work three (3) consecutive working days without acceptable reason or without giving notice to his supervisor;
- g) exceeds a leave of absence without a satisfactory explanation to the Town;
- h) fails to report to work within ten (10) working days after notice of recall;
- i) accepts employment elsewhere while on leave of absence; or
- j) is laid off for a consecutive period equal to his seniority at the time of such layoff but in no event to exceed twelve (12) months.

Section 4.3:

The Town shall prepare a list of permanent employees within the bargaining unit showing their seniority in time of service with the Town and deliver the same to the Union each year and at the beginning of the contract.

Section 4.4

When a vacancy exists, the procedure for selecting an applicant shall be as set forth in the Civil Service Board Rules dated January 1, 1993, except that if two or more of the highest scoring applicants receive identical scores, the job vacancy will be offered to the one with the greatest seniority.

Section 4.5:

New employees (non-seasonal) shall have a probationary period of one hundred eighty (180) days, after which they shall be classified as permanent employees. The probationary period shall be counted as part of the seniority period after the employee is considered permanent. An employee will not be eligible for any benefits until the ninety-first (91st) day of his

probationary period, except for health insurance, for which the employee shall become eligible on the first day of the month following that in which he commences employment. During said probationary period, an employee may be terminated at the sole discretion of the employer without recourse to the grievance procedure or arbitration language in this Agreement.

Section 4.6:

No permanent employee shall be fired, suspended or lose pay as a result of discipline except for just cause, and after first advising the Union.

Section 4.7

A personal leave of absence shall not break an employee's seniority, but the period of absence shall not be part of his accumulated service for seniority except for excusable health reasons. An employee shall not accrue or receive benefits while on leave.

Section 4.8:

- A. When the work force is to be reduced, the least senior employee in the classification being reduced shall be laid off first and shall receive two (2) weeks notice of said layoff. Upon layoff, such employee(s) shall be entitled to any available job opening in the same or lower classification, provided he/she can perform that work. If there are no vacancies the employee so laid off shall bump the least senior, junior employee in any lower classification in the department providing he/she can perform the work. Such least senior employee who is so displaced shall have the same bumping rights as a laid off employee. If any employee does not have greater seniority than any employee, he/she shall be laid off from employment with the Town.
- B. Any other provision of this Agreement notwithstanding, no bargaining unit work shall be performed by non-bargaining unit employees, outside contractors or volunteers, until all qualified employees on recall status have been offered said work assignment. This provision shall not apply if said work affecting any individual job classification is not in excess of thirty (30) working days throughout the fiscal year.

Section 4.9:

Recall shall be in order of seniority. Employees will have recall rights for eighteen (18) months following the date of layoff. Recall will be by classification, that is, employees will be recalled at the classification(s) from which they were laid off providing they can perform the work. The Town is entitled to rely on the last address furnished to the town in writing by the employee. Employees must report to work within two (2) weeks following the date on which the recall notice is mailed.

ARTICLE V HOURS OF WORK

Section 5.1:

Regular hours of employment for all employees in the bargaining unit shall be forty (40) hours per week divided over five (5) consecutive working day of eight (8) hours each, Monday through Friday.

Section 5.2:

Nothing herein shall be construed as a guarantee by the Town of an eight (8) hour day or forty (40) hour week.

Section 5.3:

Each employee shall be entitled to one (1) fifteen (15) minute paid coffee break in the morning, one fifteen (15) minute paid coffee break in the afternoon, a thirty (30) minute unpaid lunch break, and fifteen (15) minutes at the end of the day to clean up, if needed.

Section 5.4:

Hours worked in excess of eight (8) per day, Monday to Friday, inclusive or in excess of forty (40) hours per week shall be compensated at time and one-half of the regular rate.

Section 5.5:

Employees called back to work after their regular work day shall be paid from the time they are notified to report to work, provided they report to work no later than one-half hour after such notification. Any employee so recalled shall be guaranteed three (3) hours paid at the applicable premium rate.

Section 5.6:

Any work performed on a Saturday as such shall be compensated at time and one-half of the regular with a guaranteed minimum of three (3) hours paid at the premium rate.

Section 5.7:

Any work performed on an agreed holiday as such, shall be compensated at double time the regular rate plus holiday pay with a minimum of three (3) hours paid at the premium rate.

Section 5.8:

Any work performed on a Sunday as such shall be compensated at double time of the regular rate with a guaranteed minimum of three (3) hours paid at the premium rate.

Section 5.9:

- A. Employees shall be required to work overtime when ordered unless excused by the supervisor. Proffered overtime shall be charged to the overtime list.
- B. At the employee's discretion, he/she may elect to receive, in lieu of overtime payments, compensatory time off, at the same rates as described for overtime

payments in Section 5.4 through 5.8 supra. Said compensatory time shall be used in a minimum of at least an hour at the beginning or end of a shift and is limited to 100 hours of accumulation. Said compensatory time shall be used at a mutually agreed time within sixty (60) days of its accrual. If time is not used within sixty (60) days of its accrual such time may be paid out by the Town.

Section 5.9.1:

The following procedures shall be followed for all overtime worked:

- A. All overtime shall be equalized by classification among qualified employees who volunteer. A volunteer overtime list shall be maintained by the Town.
 1. An employee shall be charged on the list when:
 - (a) He works overtime;
 - (b) The employee is asked and cannot work due to:
 - (i) being sick the day of the overtime opportunity;
 - (ii) personal reasons;
 - (iii) refusal;
 - (iv) vacation; or
 - (v) leaves work voluntarily while on overtime.
 - (c) The Town is unable to contact him at the phone number supplied by the employee, and management is kept aware of updated number.
 - (d) The employee shall be charged overtime from the time employee is contacted by supervisor.
 2. All voluntary snow overtime, i.e., not an all out storm (plowing and sanding), will be assigned as one category. The employee on the voluntary list with the least amount of time, regardless of job classification, is to be asked first.
 3. An employee that is on the voluntary list and is excused from work for being on workers' compensation will be taken off said list. When the employee returns to work his overtime charges shall be deemed to be equal to the average for his job category.
 4. The voluntary overtime list will run from July 1 to June 30 of each year. An employee may request that he be removed from the list. If an employee wishes to be added to the list after the beginning of the year, he shall be deemed to have the highest amount of overtime in his

classification as of his date of entry. Voluntary list will be started with seniority and any event of equal time will be decided on seniority.

5. Overtime list to be updated per incident, but not more than once per day.
 6. Hours charged on overtime list do not have to match hours paid or unpaid.
 7. The employee with the least hours charged within his classification will be called first.
 8. The list shall be posted, management and hourly employees to be made aware of it.
- B. In the event an emergency exists, no employee may refuse to work overtime. For purposes of this Article, "emergency" shall mean any situation that poses an immediate threat to public safety.
- C. When a non-emergency overtime opportunity exists, the Town shall first seek volunteers from qualified employees in the appropriate classifications on the volunteer list. If the Town fails to secure sufficient volunteers from the volunteer list, the Town may next seek volunteers from qualified employees in the applicable classification who are not on the volunteer list in order of seniority. In the event the Town is still unable to secure a sufficient number of volunteers, it may then mandate qualified employees in the appropriate classification in inverse order of seniority.
- D. Any mandated employee who refuses to work, or employee who volunteers to work then refuses or otherwise fails to work overtime, in addition to being charged for the hours, shall be subject to discipline pursuant to Section 5.9.2.
- E. The Town may mandate any employee to work up to one hour beyond the end of the regular workday for purposes of completing that day's work. Any employee who refuses or otherwise fails to do so, and is not excused by his supervisor for good cause, shall be subject to disciplinary action pursuant to Section 5.9.2. This subparagraph E shall not apply to the mechanics classification.

Section 5.9.2:

Any employee who fails to respond to an overtime call in an emergency situation or to comply with a directive to work overtime as required under Section 5.9.1., in addition to being "charged," then such employee shall be subject to the following disciplinary procedures:

- First violation --- written warning
- Second violation --- one-day suspension
- Third violation --- five day suspension

Fourth violation --- discharge

Section 5.9.3:

Any discipline received in item 5.9.2 above shall remain active in the employee's record for at least one (1) year and will not be used for purposes of progressive discipline after one (1) year from the date of the most recent discipline at which time the employee's record shall be cleared.

Section 5.9.4:

In those emergency overtime situation dealing with snow removal the Town agrees that the current incumbents in the Maintainer III classification in the Parks Department shall be used on a rotating basis as drivers on the Parks Department vehicle(s) utilized for snow removal. In addition to the qualified drivers from the Parks Department, the Town shall rotate other Parks Department employees, except the mechanic, as a driver trainee with said driver(s), during the life of this Agreement.

Section 5.10:

Subject to the restrictions of Section 5.9, overtime shall be equalized within classifications wherever practicable. Employees shall furnish the Town with a telephone number at which they may be contacted for emergency overtime. In addition, when notified by the Town that they may be requested to work overtime, they shall keep the Town notified of their whereabouts, if it is different from the telephone number regularly provided. The Union will be given a weekly list of employees who worked overtime hours during the previous week. Proffered overtime shall be charged to the overtime list.

Section 5.11:

Employees of the Department may be placed on standby status for possible emergency overtime. This standby status shall not exceed four (4) hours in any twenty-four (24) hour period. Any employee placed on standby status shall be compensated at their regular hourly rate for all hours on said standby status, in addition to any other earnings.

Section 5.12:

An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor except in any emergency or to complete jobs which, once started, must be completed for economic or safety reasons.

Section 5.13:

Employees will remain on the clock during lunch period of overtime work for any hours of work after 4:30 p.m.

Section 5.14:

There shall be no pyramiding of overtime.

**ARTICLE VI
WAGE AND BENEFITS**

Section 6.1:

For the contract year commencing July 1, 2012 and ending June 30, 2013, there shall be no increase in wages (0.0%).

Section 6.2:

Effective and retroactive to July 1, 2013, the wage schedule in effect on June 30, 2013, shall be increased by two and one-quarter - (2.25%) percent.

Section 6.3:

Effective and retroactive to July 1, 2014, the wage schedule in effect on June 30, 2014, shall be increased by two and one-half (2.5%) percent.

- a. Employees on payroll as of that date of ratification will receive a bonus of two hundred fifty dollars (\$250) to be paid as soon as administratively feasible after its issuance.

Section 6.4

Effective July 1, 2015, the wage schedule in effect on June 30, 2015, shall be increased by two and one-half (2.5%) percent.

Section 6.5:

Annually, on July 1, all permanent employees on the active payroll shall receive a clothing allowance in the amount of one hundred twenty-five (\$125) dollars. Any newly hired employee shall, upon successful completion of his/her probationary period, receive a clothing allowance of one hundred twenty-five (\$125) dollars. Any permanent employee not on the active payroll on July 1st shall receive a clothing allowance in the amount of one hundred twenty-five (\$125) dollars upon his/her return to active status within the fiscal year.

Section 6.6:

Workers will remain in the division to which they are assigned on the effective date of this Agreement, however, interdivisional assignments may be made depending upon departmental needs.

Section 6.7:

Employees shall advance from the minimum to the maximum rate after completing one (1) year of continuous service.

Section 6.8:

Each employee in the above classifications will receive the pay rate indicated in the pay scale, provided however, that such employee does not receive an adverse evaluation from his

supervisor, and providing this agreement does not conflict with any regulation promulgated by the Federal Government.

Each employee shall receive his or her paycheck in a sealed envelope. On and after June 30, 2012, all employees shall be paid only via direct deposit.

Section 6.9:

Each employee shall be given a copy of his evaluation report. Such employee shall have the right to grieve such report, if adverse.

Section 6.10:

An employee designated to perform the assignment of mason or work in an aerial lift shall be paid at the rate of one dollar and twenty-five cents (\$1.25) per hour in addition to his/her regular hourly rate for all hours assigned and worked as a mason or work in an aerial lift.

Section 6.11

An employee below the classification of Junior Equipment Operator required to perform duties requiring a Class I license shall be paid at the minimum rate for the Junior Equipment Operator classification for all hours actually worked in said assignment.

Section 6.12

When an employee is designated to work with a certified carpenter, electrician, painter, mason plumber or mechanic and is assigned to perform the work normally performed by these tradespeople, he/she shall be paid an additional fifty (\$.50) cents per hour over his/her regular rate for all hours actually worked in said assignment, provided that his total rate does not exceed the maximum rate for the maintenance-tradesman classification.

Section 6.13:

Employees shall move to Step 3 of the wage schedule upon reaching their tenth (10th) anniversary. Employees will move to Step 4 of the wage schedule upon reaching their fifteenth (15th) anniversary.

Section 6.14:

Full time permanent employees and their eligible dependents shall be covered by the following insurance:

- A. Medical insurance in the preferred provider plan summarized in Appendix B attached hereto.
- B. A three-tier managed prescription plan with the following deductibles: \$5 generic; \$15 brand-formulary; \$35 brand-non-formulary.
- C. Blue Cross Full Flex Dental Insurance, with a maximum per member per year of \$2,000. Additionally, individual employees shall be able to purchase the orthodontia rider on said dental program at the group rate to the Town.

- D. Vision coverage under the Plan A 5/0 summarized in Appendix B (effective upon ratification by both parties).
- E. Effective 7/1/15, in lieu of the health plan listed in A. above, the Town will offer the Comp mix plan outlined in Appendix B-1.

Employees may elect to waive all group health coverage under any fully insured plans and in lieu thereof, receive a payment annually in accordance with the following schedule: single - \$1,500; two-person - \$1,750; family \$2,500. Payment to those employees waiving coverage will be made on a semi-annual basis on January 15th and June 15th by separate check. Notice of intent to elect the waiver must be filed by June 15 of the previous contract year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance, once during open enrollment in the month of June.

Waivers under this Section must be permitted by the applicable insurance companies and policies. Employees whose spouse may also be an employee of the Town or the Trumbull Board of Education shall be ineligible for this insurance waiver.

This waiver option is not available to any employee whose alternative coverage does not meet the standards of the ACA. The employee seeking the waiver must show proof of the components of the alternate plan

Effective upon ratification, the parties agree to establish a Health Care Cost Containment Committee to study and make recommendations on ways to improve health care and/or contain/reduce medical insurance costs. These activities shall not constitute bargaining for the purpose of negotiations under MERA.

Section 6.15:

- (a) Employee contributions for health insurance shall be twelve and a half (12.5) percent.
- (b) Effective and retroactive to July 1, 2014, employee contributions shall be thirteen (13 %) percent.
- (c) Effective July 1, 2015, employee contributions shall be twelve (12%) percent.
- (e) The Town shall implement an IRS §125 Plan such that employee contributions toward the cost of health insurance are treated as paid with pre-tax dollars.

Section 6.16

Each employee shall receive group life insurance in the amount of \$30,000, providing he has been in the employ of the Town at least ninety (90) days, at no cost to the employee.

Section 6.17

The Town shall provide the insurance set forth in Sections 6.14 provided, however, that the Town may substitute for said insurance any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurance and provided further than in determining whether or not a plan is “equal to or better than,” reliability and reputation for prompt payment shall be considered.

In the event the Union objects to the substitution of a plan for said insurance, then before making such substitution, the Town shall file a written request, with notice to the Union, that the America 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 6.20:

Employees shall be covered by the Town Pension Plan as provided for in said Plan. Employee contributions towards the pension plan shall increase as follows:

January 1, 2012:	5.0%
June 30, 2016:	6.0%

The Town shall provide each employee with a copy of the Plan.

Employees hired before January 1, 2015 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan). Employees hired on or after January 1, 2015, shall not be eligible to participate in the Town Defined Benefit Pension Plan; rather, they shall be eligible to participate in the Town Defined Contribution Retirement Plan. The Town will match employee contributions in the Defined Contribution Plan at 7%. The Town shall provide or make available a copy of the Defined Contribution or Defined Benefit Plan as applicable. Contributions shall commence at time of hire.

Section 6.21:

Any employee required by the Town to provide his/her own tools shall receive an annual tool allowance in the amount of two hundred fifty (\$250) dollars.

In addition to the above referenced allowance, any employee who has his/her tool(s) stolen as a result of force entry shall have these tools replaced by the Town, providing said tools are on an inventory approved by the Supervisor.

Employees that utilize the tool allowance/reimbursement must provide the Director of Public Works with an appropriate receipt.

Section 6.22:

Commencing on the fifteenth (15th) day and continuing for up to twelve (12) months, an employee on Workers' Compensation may be paid the difference between the employee's

regular weekly earnings and the amount of weekly workers' compensation. Once an election is made in writing pursuant to this Section for a given work related injury, the election may not be revoked. Said pay may be deducted from his/her accumulated sick time.

Section 6.23

Upon retirement under the Town pension plan, employees may elect to purchase at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at group rates. Employees so electing shall make payments for said insurance in the manner specified by the Town. Employees must be between the ages of sixty-two and sixty-four, inclusive in order to purchase such benefits. Upon reaching Medicare age, employees shall be entitled to purchase through the Town group rate, Medicare Supplemental insurance and supplemental drug rider.

Section 6.24

The Town shall provide, at no expense to employees disability insurance which will provide sixty-six and two-third percent (66.66%) replacement income for twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury.

The following shall apply for purposes of the interpretation and application of the above referenced:

1. 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.

2. There shall be a fifteen (15) work day waiting period. The work day shall be those days which are the normal work days 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. The STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.

3. 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.

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

5. 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 the employee for evaluation

by its own physician. In the event that the evaluation of the physician differs from the employees' 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.

6. 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 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 for the time worked and $66\frac{2}{3}\%$ 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 pursuant 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 $\frac{2}{3}$ rd of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:
A. Shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.

B. Employee will not be denied earning normal personal time provided under contract.

C. Employee will continue to accrue vacation time at an adjusted rate of $66\frac{2}{3}\%$.

D. The employee will accrue one (1) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.

8. 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.

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

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

10. 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% of their annual salary towards medical insurance, they will contribute 1% computed at their disability salary (66.6%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

ARTICLE VII JOB CLASSIFICATIONS

Section 7.1:

A copy of his classification, job description, and current wage scale shall be given to each employee at the beginning of every fiscal year.

Section 7.2:

Employees assigned work in a higher classification shall receive the wages of that classification at the corresponding step, provided however: (a) that he works proficiently for a majority of the day performing those duties which distinguish the higher classification from the lower classification; and (b) is not acting in a training or helper capacity pursuant to Section 6.10 or 6.12.

Section 7.3:

Any change in job classification or content shall be brought to the attention of the Union promptly.

Section 7.4:

Any crew of five (5) or more employees in the highway department or in the parks department shall be supervised by a road foreman (highway) or lead man (parks). If there is no road foreman or lead man available, as applicable, an employee shall be designated as acting foreman or lead man. Any acting foreman or lead man shall be paid at the rate for the road foreman or lead man's classification (as applicable), which provides the working-out-of-classification employee with at least one full step, or an additional one dollar (\$1.00) per hour, whichever is greater.

**ARTICLE VIII
HOLIDAYS**

Section 8.1:

The following holidays shall be recognized as paid holidays:

New Year's Day	Memorial Day	Columbus Day
Independence Day	Veterans' Day	
Labor Day	Thanksgiving	
Presidents' Day	Day After Thanksgiving	
Good Friday	Christmas	
Martin Luther King Day	Floating Holiday	

Section 8.2:

The floating holiday shall be selected by the Town, provided however, that such floating holiday shall either precede or follow one of the agreed holidays above, or shall either precede or follow a regular weekend.

Section 8.3:

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed Friday preceding the holiday.

Section 8.4:

In order to be eligible for holiday pay, employees must work their regular work schedule the last scheduled workday prior to and the next scheduled workday after such holiday.

Section 8.5:

An employee will be relieved of the obligation to comply with the conditions of Section 8.4 above if such absence is caused by such employee's bona fide injury or illness which is verified upon request.

**ARTICLE IX
VACATIONS**

Section 9.1:

All full time permanent employees shall be granted annual vacation leave as follows:

1 but less than 5 years of service	10 days
5 but less than 10 years of service	15 days
10 but less than 20 years of service	20 days
20 or more years of service	25 days

Employees shall be credited with additional vacation beyond ten days upon completing their fifth, tenth and twentieth year of employment.

Section 9.2:

Employees shall be granted their vacations by seniority preference throughout the year subject to the demands of service and subject to approval by the department head. An employee may take vacations at half-day increments upon 24 hours' notice, subject to the needs of the department. Additionally, any request for vacation time of less than one full week must be submitted in advance to the Department Head equal to the amount of vacation time requested.

Section 9.3:

Prorate vacation pay will be granted to employees who have more than one year of service, who voluntarily quit after giving two weeks notice to the Town, or who are laid off or terminated for the convenience of the Town. However, it is understood and agreed that no prorated vacation pay will be granted to any employee who is discharged for cause.

Section 9.4:

Employees with at least three (3) weeks vacation time shall be permitted to carry over, to the following year, two (2) weeks vacation time. If the carried over time is not used the following year, the employee loses the time.

**ARTICLE X
LEAVE PROVISIONS**

Section 10.1:

Full time permanent employees shall be granted paid sick leave on the basis of one day per month up to twelve (12) days per year.

Unused sick leave may be accumulated from year to year to a total of one hundred fifty (150) days.

Section 10.2:

Employees may be required to present a doctor's certificate for absences due to illness or injury of three (3) working days or more, and for each absence in the event of an employee who has six (6) or more absences in a rolling twelve (12) month period. It is understood and agreed that prior to the time that an employee returns to work from sick leave, the Town has the right to require that such employee submit to a physical examination by a doctor of the Town's choosing.

Section 10.3:

Employees on probation are not eligible to receive sick benefits until the ninety-first (91st) day of their probationary period, but upon completion of ninety (90) days of the probationary period, their sick benefits will be credited retroactively from the date of employment.

Section 10.4:

Five (5) working days' absence with pay shall be allowed for each occurrence in the event a death occurs in the immediate family of an employee. The immediate family is defined as the employee's spouse, children, mother, father, current mother-in-law or current father-in-law.

Two (2) working days' absence with pay shall be allowed for each occurrence in the event a death occurs to an employee's sister, brother, or grandparents. Such funeral leave is not to be subtracted from sick leave.

Section 10.5:

Two (2) personal days per year (noncumulative) shall be granted to permanent employees. Personal days may be used in increments of one-half day. Except for an emergency, employees shall provide the department head with at least forty-eight (48) hours notice of use of personal days. Nothing herein shall require the Town to grant personal leave to more than two employees on a given day, provided, however, any employee denied the opportunity to use personal leave as a result of this provision will be entitled to carry over any unused personal days for up to thirty (30) days into the new calendar year.

Section 10.6:

Personal leave of absence without pay may be granted for thirty (30) days, renewable up to six (6) months upon the recommendation of the department head and with prior approval of the Civil Service Board.

Section 10.7:

Personal leave of absence shall not be granted for taking or seeking other employment.

Section 10.8:

Employees on personal leave of absence shall be expected to reimburse the Town of Trumbull currently for the cost of any pension and insurance maintained during their absence.

Section 10.9:

Employees on personal leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 10.10:

Employees shall not accumulate seniority while on personal leave.

Section 10.11:

Each employee who terminates his/her employment with the Town of Trumbull following his/her normal retirement date, as defined in Section 1.2 of the "Town of Trumbull Retirement Plan" adopted April 12, 1976, 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, representing fifty percent (50%) of unused accumulated sick leave, up to a maximum of seventy-five days.

In the event an employee who has reached his/her normal retirement date dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive the payment.

Section 10.12:

If the department head believes that an employee has established a pattern of taking sick leave, such as, but not limited to, a pattern of Monday/Friday absences or other such pattern, the department head may meet with the employee and the Union to discuss such findings.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 11.1:

A grievance is defined as a dispute as to the interpretation or application of the specific provisions of this Agreement. The employee, the Union, and the Town have the right to file a grievance. Grievances as defined herein shall be settled promptly in the manner as hereinafter set forth.

Section 11.2:

Step 1 - Employee to Immediate Supervisor or Alternate -

The employee and/or his immediate steward, as authorized by the employee, shall present to the employee's immediate supervisor or his alternate all facts pertaining to the problem or incident within ten (10) working days after the event giving rise to the grievance. The supervisor or his alternate shall adjust the problem or notify the employee and/or his representative of his decision within ten (10) working days after the event giving rise to the grievance. The Town will reimburse the steward for reasonable time lost from his normal work schedule in this step provided the prior approval of the supervisor is obtained.

Section 11.3:

Step 2 - To the Department Head or Alternate -

If the employee or his representative feel there should be further review, the facts pertaining to the problem should be presented to the Department Head, or his alternate, in writing by the Chief Steward and signed by the employee within ten (10) working days after the response at Step 1. The department head or his alternate shall review the problem and discuss it with the employee and representative and render his decision within ten (10) working days of receipt of the grievance at Step 2. The Town will reimburse the Chief Steward for reasonable time lost from work in this step provided the prior approval of the department head has been obtained.

Section 11.4

Step 3 - To the First Selectman or Designee -

If the Union still feels further review is necessary, the Union will request a hearing with the First Selectman or his designee within fifteen (15) days after receipt of the response at Step 2. The administrator in this level shall convene a hearing within thirty days of receipt of the grievance and render a decision no later than ten (10) days after the closing of the hearing. The Town will reimburse the Union's representative (not to exceed two (2) in number) for time lost from work for processing this step, provided the prior approval of the Town has been obtained.

Section 11.5:

In the event that the grievance is not resolved by the answer above, the union must notify the Town of its intent to submit the matter to arbitration within fifteen (15) days from the date of the response at Step 3, under the voluntary labor arbitration rules of the American Arbitration Association or any other mutually agreeable arbitrator or agency (which issue shall not be subject to arbitration). The arbitrator shall be empowered to hear and determine the issues by interpreting the provisions of this agreement and shall not have the power to add to, subtract from, alter, modify, or amend any provisions of this agreement. In the event that back pay or any other money damages are an issue, the arbitrator may not award any such back pay or other money changes retroactively from the date that the grievance is first reduced to writing and presented to the other party as set forth in Step 2 above. The decision of the arbitrator shall be final and binding on the parties.

**ARTICLE XII
SAFETY AND HEALTH**

Section 12.1:

The Town agrees to provide a work environment free of hazardous situations.

Section 12.2:

Should an employee complain that his work requires him to be in situations unsafe or unhealthy, in violation of acceptable safety rules, the matter shall be considered immediately and corrected by representatives of the Town providing his claim has merit.

Section 12.3:

Helmets shall be furnished employees on jobs wherever overhead hazards are present and foul weather gear and gloves shall be furnished whenever situations warrant it. Failure to wear protective equipment when instructed shall be cause for discipline, up to and including dismissal.

Section 12.4:

During snow removal and sanding operations, an effort will be made to provide a minimum of two employees on all Town equipment engaged in these operations, up to the extent of the work force presently engaged in the operations. Provided however, the foregoing shall not apply where fewer than three (3) trucks are called out, provided further that such call-outs will usually not exceed three (3) hours.

Section 12.5:

The Town will put into effect a system whereas employees who use motorized equipment will be required to complete a safety check list and submit same to the Foreman on a daily basis.

Section 12.6:

The Town shall provide to the employee annually a voucher in the amount of one hundred twenty-five (\$125.00) dollars to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes.

Section 12.7:

The Town may require any employee who it has reasonable suspicion to believe is under the influence of drugs or alcohol to submit to an alcohol/drug test. In the case of any drug test, the Town shall comply with Section 31-51 of the General Statutes of Connecticut (as amended from time to time). When testing, the Town shall take all reasonable steps to ensure the privacy and dignity of the employee.

Section 12.8:

The Town will establish a Safety Committee that will meet regularly to discuss Health and Safety concerns of the Town. The Committee will include at least two bargaining unit members.

**ARTICLE XIII
NO STRIKE/NO LOCKOUT**

Section 13.1:

During the life of this Agreement, there shall be no strike, slowdown, or stoppage of work by employees or the employer, nor shall there be any lockout by the Town in any part of the Town's operation.

Section 13.2:

Participation by any employee in an act violating this Article in any way will be complete cause for immediate discharge.

**ARTICLE XIV
SUPERSENIORITY**

Section 14.1:

Officers and stewards of the Union shall have superseniority in the event of layoff, in their same or lower classification.

**ARTICLE XV
PRIOR PRACTICES**

Section 15.1:

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that the employees have enjoyed heretofore.

**ARTICLE XVI
GENERAL**

Section 16.1:

Absence for jury duty shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he receives for jury duty and the

amount he would normally earn for a regular workday (excluding overtime). Employees must notify the department head immediately upon receipt of jury notices.

Section 16.2:

A military leave of absence will be granted for a maximum of two (2) weeks whenever an employee who is a member of a reserve or National Guard unit is required to report for short-term training. He will be paid the difference between the total military pay received and his regular straight time earnings had he worked the period of time governing the tour of duty.

Section 16.3:

Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, handicapping condition, or union membership.

Section 16.4:

Effective January 1, 2010, the use of take home vehicles by bargaining unit members shall be discontinued.

Section 16.5:

The Town shall provide each employee with a copy of this Agreement.

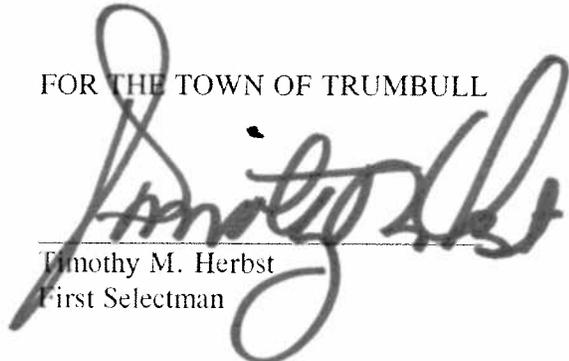
**ARTICLE XVII
DURATION**

Section 17.1:

This Agreement shall remain in full force and effect from July 1, 2012, through June 30, 2016 and negotiations for a successor agreement shall commence in accordance with the Municipal Employee Relations Act, as amended from time to time. Unless specifically identified as retroactive, any changes from the prior contract shall become effective upon execution of this Agreement.

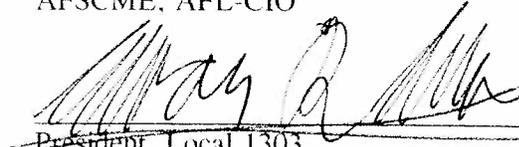
IN WITNESS WHEREOF, the parties hereto set their hand and seals this 27th day of March, 2015.

FOR THE TOWN OF TRUMBULL



Timothy M. Herbst
First Selectman

FOR LOCAL 1303-33, COUNCIL #4
AFSCME, AFL-CIO



Aaron R. Andrews
President, Local 1303

APPENDIX A-1 WAGE SCHEDULE

<u>Effective 7/1/12</u>	<u>0% Increase</u>				
	<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3 (10yrs)</u>	<u>Step 4 (15yrs)</u>
	HWM I	\$19.62	\$20.59	\$20.80	\$20.95
	HWM II	\$21.94	\$23.02	\$23.27	\$23.37
	HWM III	\$22.48	\$23.59	\$23.87	\$23.95
	HWM IV	\$22.73	\$23.83	\$24.11	\$24.20
	JR GRADE OP	\$25.85	\$27.19	\$27.37	\$27.51
	WEIGHMASTER	\$25.87	\$27.21	\$27.37	\$27.51
	ROAD FOREMAN	\$26.06	\$27.37	\$27.62	\$27.70
	SR OP	\$26.52	\$27.85	\$28.06	\$28.17
	SR OP/LEADMAN	\$27.80	\$29.21	\$29.41	\$29.53
	GARAGE MECH	\$22.32	\$23.39	\$23.64	\$23.74
	MOTOR EQUIP REP	\$27.80	\$29.21	\$29.41	\$29.53
	SR.MECH	\$28.42	\$29.86	\$30.10	\$30.20
	PK-MECH	\$23.46	\$24.64	\$24.83	\$25.00
	PK-LEAD	\$23.46	\$24.64	\$24.83	\$25.00
	MAINT-TM	\$27.80	\$29.21	\$29.41	\$29.53
	MAINT-LEAD	\$30.40	\$31.92	\$32.15	\$32.27
	GARDENER	\$23.94	\$25.11	\$25.30	\$25.47

APPENDIX A-2 WAGE SCHEDULE

Effective 7/1/13

2.25% Increase

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3 (10yrs)</u>	<u>Step 4 (15yrs)</u>
HWM I	\$20.06	\$21.05	\$21.27	\$21.42
HWM II	\$22.43	\$23.54	\$23.79	\$23.90
HWM III	\$22.99	\$24.12	\$24.41	\$24.49
HWM IV	\$23.24	\$24.37	\$24.65	\$24.74
JR GRADE OP	\$26.43	\$27.80	\$27.99	\$28.13
WEIGHMASTER	\$26.45	\$27.82	\$27.99	\$28.13
ROAD FOREMAN	\$26.65	\$27.99	\$28.24	\$28.32
SR OP	\$27.12	\$28.48	\$28.69	\$28.80
SR OP/LEADMAN	\$28.43	\$29.87	\$30.07	\$30.19
GARAGE MECH	\$22.82	\$23.92	\$24.17	\$24.27
MOTOR EQUIP REP	\$28.43	\$29.87	\$30.07	\$30.19
SR.MECH	\$29.06	\$30.53	\$30.78	\$30.88
PK-MECH	\$23.99	\$25.19	\$25.39	\$25.56
PK-LEAD	\$23.99	\$25.19	\$25.39	\$25.56
MAINT-TM	\$28.43	\$29.87	\$30.07	\$30.19
MAINT-LEAD	\$31.08	\$32.64	\$32.87	\$33.00
GARDENER	\$24.48	\$25.67	\$25.87	\$26.04

APPENDIX A-3 WAGE SCHEDULE

Effective 7/1/14

2.5% Increase

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3 (10yrs)</u>	<u>Step 4 (15yrs)</u>
HWM I	\$20.56	\$21.58	\$21.80	\$21.96
HWM II	\$22.99	\$24.13	\$24.39	\$24.49
HWM III	\$23.56	\$24.72	\$25.02	\$25.10
HWM IV	\$23.82	\$24.98	\$25.27	\$25.36
JR GRADE OP	\$27.09	\$28.50	\$28.69	\$28.83
WEIGHMASTER	\$27.11	\$28.52	\$28.69	\$28.83
ROAD FOREMAN	\$27.31	\$28.69	\$28.95	\$29.03
SR OP	\$27.79	\$29.19	\$29.41	\$29.52
SR OP/LEADMAN	\$29.14	\$30.61	\$30.82	\$30.95
GARAGE MECH	\$23.39	\$24.51	\$24.78	\$24.88
MOTOR EQUIP REP	\$29.14	\$30.61	\$30.82	\$30.95
SR.MECH	\$29.79	\$31.30	\$31.55	\$31.65
PK-MECH	\$24.59	\$25.82	\$26.02	\$26.20
PK-LEAD	\$24.59	\$25.82	\$26.02	\$26.20
MAINT-TM	\$29.14	\$30.61	\$30.82	\$30.95
MAINT-LEAD	\$31.86	\$33.45	\$33.70	\$33.82
GARDENER	\$25.09	\$26.32	\$26.52	\$26.69

APPENDIX A-4 WAGE SCHEDULE

Effective 7/1/15

2.50%

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3 (10yrs)</u>	<u>Step 4 (15yrs)</u>
HWM1	\$21.08	\$22.12	\$22.34	\$22.51
HWM II	\$23.57	\$24.73	\$25.00	\$25.11
HWM III	\$24.15	\$25.34	\$25.64	\$25.73
HWM IV	\$24.42	\$25.60	\$25.90	\$26.00
JR GRADE OP	\$27.77	\$29.21	\$29.40	\$29.55
WEIGHMASTER	\$27.79	\$29.23	\$29.40	\$29.55
ROAD FOREMAN	\$28.00	\$29.40	\$29.67	\$29.76
SR OP	\$28.49	\$29.92	\$30.14	\$30.26
SR OP/LEADMAN	\$29.86	\$31.38	\$31.59	\$31.72
GARAGE MECH	\$23.98	\$25.13	\$25.40	\$25.50
MOTOR EQUIP REP	\$29.86	\$31.38	\$31.59	\$31.72
SR.MECH	\$30.53	\$32.08	\$32.34	\$32.44
PK-MECH	\$25.20	\$26.47	\$26.67	\$26.86
PK-LEAD	\$25.20	\$26.47	\$26.67	\$26.86
MAINT-TM	\$29.86	\$31.38	\$31.59	\$31.72
MAINT-LEAD	\$32.66	\$34.29	\$34.54	\$34.67
GARDENER	\$25.72	\$26.97	\$27.18	\$27.36

APPENDIX B INSURANCE 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 <i>You pay:</i>	Out-of-Network <i>You pay:</i>
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

		Deductible & Coinsurance
Well child care*	OV Copayment	
Periodic, routine health examinations*	OV Copayment	
Routine eye exams – <i>one exam every 2 years superseded 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

		Deductible & Coinsurance
Primary care office visits	OV Copayment	
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	OV Copayment	
<i>Once visits testing Injections – Unlimited</i>	No charge	

HOSPITAL CARE – *Prior authorization required.*

		Deductible & Coinsurance
Semi-private room	HSP Copayment	
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 90 days per person per calendar year</i>	HSP Copayment	
Outpatient surgery – <i>in a hospital or surgery center</i>	NO Copayment	

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

soaps, detergents, shampoos, toothpastes, gels 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.

**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- 10 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 TMI syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

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

11-2008

APPENDIX B-1 INSURANCE SUMMARY

CENTURY PREFERRED \$20 COPAYMENT, \$500 IN-NETWORK / \$1,000 OUT-OF-NETWORK POLICY YEAR DEDUCTIBLE / 80-60% COINSURANCE- TOWN OF TRUMBULL

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

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>individual/ family</i>)	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	20% after deductible up to	40% after deductible up
Coinsurance Maximum (<i>individual/ family</i>)	\$1,000 / \$2,000	\$2,000 / \$4,000
Cost Share Maximum (<i>individual/ family</i>)	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	Unlimited

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

MEDICAL CARE

Office visits	\$20 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$0 Copayment, Deductible waived	40%
OB/GYN care	\$20 Copayment, Deductible waived	40%
Maternity care	\$20 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	\$20 Copayment Deductible waived	40%
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> Note: \$375.00 Copayment maximum per Member per Calendar Year	\$75 Copayment, Deductible waived (see note)	40%
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	\$20 Copayment, Deductible waived 20%	40%

HOSPITAL CARE – *Prior authorization required*

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	20%	40%
Inpatient mental health & substance abuse	20%	40%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	20%	40%
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	20%	40%
Outpatient surgery – <i>in a hospital</i>	20%	40%
Ambulatory Surgery – <i>in other than a hospital setting</i>	\$100 Copayment Deductible Waived	40%

EMERGENCY CARE

Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – <i>at participating centers only</i>	\$75 Copayment, Deductible waived	Not Covered
Emergency care – <i>copayment waived if admitted</i>	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

OTHER HEALTH CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services <i>30 visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. per year.</i>	\$20 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50% *	50%*
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	Covered under pharmacy plan*	Covered under pharmacy
Infertility – prior authorization required <i>Some restrictions may apply</i>	20%	40%
Home Health Care <i>200 Visits per member, per calendar year</i>	20%, Deductible waived	20%, Deductible waived

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 7 exams, birth to age 1
- ◆ 7 exams, ages 1 – up to 5
- ◆ 1 exam every year, ages 5 - 22

Mammography

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

Adult Exams

- ◆ 1 exam every year, ages 21 +

Vision Exams: 1 exam every 2 calendar years **

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams: 1 exam per calendar year

* Pharmacy Diabetic coverage In network no copay, out of network 20% plus cost difference. Insulin pump subject to \$35 copay.

** See Vision Rider for additional coverage.

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum (except travel services \$10,000 max still applies)
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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

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

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

CENTPRMX

**WELCOME TO
BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



Blue View VisionSM A5.0 130.130

Your Blue View Vision network

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Sears OpticalSM, Target Optical®, JCPenney® Optical and most Pearle Vision® locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts.

Out-of-network: If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

YOUR BLUE VIEW VISION PLAN AT-A-GLANCE

VISION PLAN BENEFITS

Routine eye exam once every calendar year

IN-NETWORK

\$5 copay

OUT-OF-NETWORK

\$48 allowance

Eyeglass frames

Once every calendar year you may select an eyeglass frame and receive an allowance toward the purchase price

\$130 allowance, then 20% off any remaining balance

\$64 allowance

Eyeglass lenses (Standard)

Once every calendar year you may receive any one of the following lens options:

- o Standard plastic single vision lenses (1 pair)
- o Standard plastic bifocal lenses (1 pair)
- o Standard plastic trifocal lenses (1 pair)

\$0 copay

\$0 copay

\$0 copay

\$36 allowance

\$54 allowance

\$69 allowance

Eyeglass lens enhancements

When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.

- o Transitions Lenses (for a child under age 19)
- o Standard Polycarbonate (for a child under age 19)
- o Factory Scratch Coating

\$0 copay

\$0 copay

\$0 copay

No allowance on lens enhancements when obtained out-of-network

Contact lenses – once every calendar year

Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.

- o Elective Conventional Lenses; or

\$130 allowance, then 15% off any remaining balance

\$105 allowance

- o Elective Disposable Lenses; or

\$130 allowance (no additional discount)

\$105 allowance

- o Non-Elective Contact Lenses

Covered in full

\$210 allowance

Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period. Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.

EXCLUSIONS & LIMITATIONS (not a comprehensive list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.

Excess Amounts. Amounts in excess of covered vision expense.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY

**In-network Member Cost
(after any applicable copay)**

Retinal Imaging - at member's option can be performed at time of eye exam

Not more than \$39

Eyeglass lens upgrades

When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

- o Transitions® Lenses (Adults) \$75
- o Standard Polycarbonate (Adults) \$40
- o Tint (Solid and Gradient) \$15
- o UV Coating \$15
- o Progressive Lenses¹
 - o Standard \$65
 - o Premium Tier 1 \$91
 - o Premium Tier 2 \$97
 - o Premium Tier 3 \$103
- o Anti-Reflective Coating²
 - o Standard \$45
 - o Premium Tier 1 \$57
 - o Premium Tier 2 \$68

20% off retail price

Additional Pairs of Eyeglasses

Anytime from any Blue View Vision network provider

- o Complete Pair
- o Eyeglass materials purchased separately
- o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.

40% off retail price

20% off retail price

20% off retail price

Eyewear Accessories

Contact lens fit and follow-up

A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.

- o Standard contact lens fitting³
- o Premium contact lens fitting⁴

Up to \$55

10% off retail price

Conventional Contact Lenses

- o Discount applies to materials only

15% off retail price

**Laser vision correction surgery
LASIK refractive surgery**

- o Discount per eye

For more information, go to
anthem.com/specialoffers
and select vision care.

¹ Please ask your provider for his/her recommendation as well as the progressive brands by tier.

² Please ask your provider for his/her recommendation as well as the coating brands by tier.

³ A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

⁴ A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

OUT-OF-NETWORK

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
 Attn: OON Claims
 P.O. Box 8504
 Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit anthem.com or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.