

AGREEMENT
BETWEEN
THE TOWN OF OLD SAYBROOK
-and-
LOCAL 1303-278 OF COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
(Support Staff)

July 1, 2021 through June 30, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – UNION SECURITY	1
ARTICLE III – NON-DISCRIMINATION	2
ARTICLE IV – SENIORITY	2
ARTICLE V – HOURS OF WORK	3
ARTICLE VI – WAGES AND BENEFITS	5
ARTICLE VII – HOLIDAYS	9
ARTICLE VIII – VACATIONS	10
ARTICLE IX – LEAVE PROVISIONS	11
ARTICLE X – GRIEVANCE PROCEDURE	15
ARTICLE XI – SAFETY AND HEALTH	17
ARTICLE XII – SAVINGS CLAUSE	17
ARTICLE XIII – REDUCTION IN FORCE	17
ARTICLE XIV – MISCELLANEOUS	18
ARTICLE XV – RECRUITMENT	20
ARTICLE XVI – DISCIPLINARY ACTION	21
ARTICLE XVII – MANAGEMENT RIGHTS	21
ARTICLE XVIII – DURATION	23
APPENDIX A – WAGE GRADE – ALL JOB TITLES	24
APPENDIX B – WAGE SCHEDULES	26
APPENDIX C – SUMMARY OF HDHP/HSA PLAN	28
APPENDIX D – MEMORANDUM OF AGREEMENT	36

PREAMBLE

The Town and the Union agree that the purpose of this Agreement is to set forth the terms and conditions of employment for bargaining unit members. The parties agree that all employees are expected to treat each other with respect, dignity and professionalism and to conduct their business affairs in furtherance of the best interests of the Town.

ARTICLE I **RECOGNITION**

Section 1.0

The Town of Old Saybrook ("Town" or "Employer") hereby recognizes Local 1303-278 of Council #4, AFSCME, AFL-CIO ("Union") as the sole and exclusive representative for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all employees holding positions listed in Appendix B and Appendix B-1, except those excluded under the Municipal Employee Relations Act, and excluding Dispatchers, the Library Director and Children's Librarian/Assistant Library Director. The parties further agree that to be an eligible bargaining unit member, the employee must be regularly scheduled to work a minimum of twenty (20) hours per week.

Section 1.1

The parties agree that under the terms of this Agreement, full-time employees shall include employees who are regularly scheduled to work thirty-five (35) hours per week or more. Part-time employees include those who regularly work fewer than thirty-five (35) hours per week, but more than twenty (20) hours per week, throughout the year.

Section 1.2

The Town may continue to use non-bargaining unit grant personnel and/or outside contractors to provide certain social service functions in the Youth and Family Service Department provided such use does not adversely impact bargaining unit personnel or reduce the number of bargaining unit positions. Where said contractors provide services identical to that provided by bargaining unit personnel, the Town shall not use discretionary funds, if any, to compensate said non-bargaining unit grant personnel and/or contractors in an amount which results in a significantly different cost factor to the Town.

ARTICLE II **UNION SECURITY**

Section 2.0

All employees in the bargaining unit may or may not become members of the Union in good standing, or pay a service charge equal to the monthly Union dues, exclusive of costs not directly

related to the administration of the Union, for the duration of this Agreement or any extension thereof.

Section 2.1

Upon receipt of a signed signature form from the employee involved, the Employer agrees to deduct from the employee's wages each payroll period, such dues and/or service charges as determined by the Union. New employees who elect to become members of the Union or pay a service charge shall sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of thirty (30) days of employment.

Section 2.2

The amount of deduction will be certified by a responsible Union Officer in writing to the Chief Executive Officer, and may be raised or lowered by the Union upon thirty (30) days written notification by the Union to the Chief Executive Officer. Such payroll deductions as provided herein shall be remitted to the Council #4 Office along with an itemized list of employees with each employee's address, and showing the amount of dues deducted.

Section 2.3

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Employer's operation by the employees of this bargaining unit, nor shall there be any lockout by the Employer in any part of the Employer's operation affecting employees within this bargaining unit.

ARTICLE III **NON-DISCRIMINATION**

Section 3.0

The Town and the Union recognized their responsibilities under Federal, State and local law, relating to fair employment practices and reaffirm that there shall be no discrimination because of race, sex, color, creed, nationality or political belief, or for participation in, or affiliation with any labor organization.

ARTICLE IV **SENIORITY**

Section 4.0

Seniority is defined as the continuous length of service from the date of hire with the Town. The Town shall provide the Union with an accurate and comprehensive seniority list upon request. The Union will notify the Town of any discrepancies within thirty (30) days of receipt of the list.

Upon completion of the probationary period, new employees shall be added to this list and credited with service to the date of hire.

Section 4.1

All new employees hired after the date of the signing of this Agreement shall serve a probationary period of ninety (90) working days. During this probationary period, employees shall not be eligible to take part in the grievance procedure. During this probationary period an employee may be dismissed from a position on the recommendation of the Chief Administrative Officer and approval by a majority of the members of the Board of Selectmen.

Section 4.2

An employee shall lose seniority for the following:

- a. Having quit voluntarily.
- b. Dismissal for cause.
- c. Failure to return to work following a period of approved leave of absence.
- d. Retirement.
- e. If recall from layoff time limit has expired.
- f. An absence, except in the case of a layoff, for three (3) consecutive working days without notifying the Town unless an emergency situation occurs that prevents a bargaining unit employee from calling in.

ARTICLE V HOURS OF WORK

Section 5.0

The work schedules currently in effect shall remain in effect during the term of this Agreement except as otherwise provided below. Modifications to these schedules may be made by mutual agreement between the employee and the Chief Administrative Officer or his/her designee. The Town shall have the right to modify the hours of work at the Town's Transfer Station to meet business needs. In the event that the Town changes the hours of work, the Town shall give employees affected by such change thirty (30) days' notice of the change in work schedule, except in emergencies. Further, the Town agrees that full-time employees at the Transfer Station will be regularly scheduled to work forty (40) hours per week and that Sunday shall not be a regular work day at the Transfer Station.

Section 5.1 – Overtime

- a. For all full-time employees, time and one-half (1½) shall be paid for all work performed in excess of eight (8) hours in one day (unless the employee is flexing his/her regular hours), forty (40) hours in one (1) week or on Saturday (unless the employee is scheduled to work on Saturday).

- b. All employees who are authorized to work beyond their regularly scheduled hours in a week, or on Saturday (unless the employee is scheduled to work on Saturday), by the Chief Administrative Officer shall, for the additional hours worked up to forty (40) hours per week be allowed straight time pay or compensatory time off at the straight time rate. For all hours worked in excess of forty (40) hours in a workweek, such employees shall be allowed overtime pay or compensatory time off at the rate of one and one-half (1½) hours of compensatory time for every hour worked in excess of forty (40) hours per week, provided that no employee shall be permitted to accumulate more than two hundred and forty (240) hours of compensatory time off. The Town shall have the right to pay employees regular or overtime wages rather than allow such employees to accumulate compensatory time off in its discretion.
- c. Support employees must be authorized in advanced to work in excess of their regular hours by their supervisor. Employees shall be paid at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours per week.
- d. When an employee who is not scheduled to work on a holiday is required to work on that holiday, he/she shall be paid time and one-half (1½) for all hours worked, in addition to the holiday pay. When an employee who is not scheduled to work on Sunday is required to work on a Sunday, he/she shall be paid double time for all hours worked at his/her hourly rate of pay.
- e. The Town and the Union agree that flex time may be utilized by employees per approval of the Supervisor, provided the total hours worked per week does not exceed the normal scheduled total hours per week. Flex time shall mean that the length of the daily work schedule may be altered by mutual agreement between the department head and the employee subject to the department operating requirements.

Section 5.2 – Overtime Assignments

Full-time employees shall be given preference on all overtime assignments within their Department.

- a. Overtime shall be divided or rotated as equally as possible within a Department, by classification according to seniority and among those who regularly perform such work. In the event a Department needs additional employees to perform overtime work, this overtime work shall be divided and rotated as equally as possible among other employees in the bargaining unit according to seniority who are qualified to perform the work.
- b. For Public Works Employees: The Department Head shall keep a list of positions (the overtime list) in seniority order which the Department Head shall follow when offering overtime. Overtime will be offered in order of seniority giving all employees an equal opportunity to work overtime. The overtime list shall be posted in an area where employees have access and will be kept up to date with each overtime assignment by the Town. Each employee can then view where they fall in the overtime rotation. The

Department Head shall offer overtime work to available employees who meet all requirements of the assignment. When an employee declines an offer of work, the employee shall be moved to the bottom of the list, unless the refusal was for a legitimate reason. Failing to answer a telephone call or being out on sick leave or vacation time shall not be considered a declination of an offer of work. If an employee wants to be included in overtime opportunities while on vacation, they must tell the Department Head in writing. Employees will be expected to work reasonable amounts of overtime, provided that the Town will reasonably accommodate any employee who has a medical work restriction that is supported by a written medical opinion.

- c. Overtime shall be calculated based on hours the employee actually works except that hours paid for holidays, personal days, compensatory time and vacation days shall count towards hours worked.

Section 5.3 – Call-In Minimum

When an employee is called in for work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate.

ARTICLE VI **WAGES AND BENEFITS**

Section 6.0

Employees shall be paid in accordance with the salary set forth in Appendices A and B hereof.

Section 6.1

Effective and retroactive to July 1, 2021, all rates of pay in effect on June 30, 2021 shall increase by 2.5% with steps.

Effective July 1, 2022, all rates of pay in effect on June 30, 2022 shall increase by 2.5% with steps.

Effective July 1, 2023, all rates of pay in effect as of June 30, 2023 shall increase by 2.5% with steps.

Section 6.2

- a. Employees not at maximum shall advance one step on the salary schedule on July 1st, and annually thereafter (i.e., every July 1st, provided they have completed at least one (1) full year of service).
- b. Employees promoted one (1) wage grade or more will receive a minimum increase of twenty cents (\$.20) per hour, effective immediately with that promotion.

- c. Any promoted employee will advance to the nearest next step in the new wage grade effective July 1st following the promotion.
- d. If said promotion with minimum twenty cents (\$.20) increase, as per (c) of this section, leaves the employee below step one (1) of that grade, the employee will advance to step one (1) within thirty (30) days of the promotion.
- e. Nothing herein prevents the Town from advancing a promotee to any step level the Town feels is commensurate with the experience and abilities of said promotee as demonstrated or documented.
- f. Any job which is upgraded via job description re-evaluation or re-classification the employee(s) hourly rate will be assigned to the same step level in the new grade as they just held in the previous grade.
- g. If an employee is laterally transferred from one job to another within the same wage grade he/she will remain at the same step level previously attained within that grade and advance to the next level the July 1st following the lateral transfer.

Section 6.3

Except as otherwise provided below, the Town agrees to provide the following medical coverage for full-time employees and their dependents as described below. The Town shall have the right to change insurance carriers, plan and/or self-insure, so long as comparable coverage is provided.

- A. High Deductible Health Plan with Health Savings Account (HDHP/HSA, \$2500/\$5000) under terms set forth in Appendix C. Effective as soon as possible following the signing of the contract, employees shall be required to obtain prior authorization for imaging, PT/OT and ST and the prescription plan shall be the Anthem Essential Formulary Plan.

Employee Premium Cost Sharing:

Effective July 1, 2021 – fourteen percent (14%)

Deductible Funding / HSA Contributions:

July 1, 2021: 37.5%

July 1, 2022: 37.5%

July 1, 2023: 35%

Prescription Drug Copayments after Exhaustion of Plan Deductibles:

Retail prescription copays will be \$5 for generic, \$20 for formulary brand, and \$35 for non-formulary brand prescription drugs.

Employees not eligible for a Town contribution to cost of medical benefits following their retirement shall not be eligible to purchase such benefits at

their cost, except as required by law.

- B. Life Insurance and Accidental Death and Dismemberment shall be in an amount of \$50,000 or one and one-half (1½) times the employee's salary, whichever is greater.
- C. BC/BS Full Service Dental Plan with amendatory riders for additional basic benefits, postodontics, and periodontics.

Section 6.4 – Care Management Solutions Preventive Bundle Program

1. In the event that the employee and his/her family members on the Town health insurance plan completes a preventative visit and screenings, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

The Care Management Solutions Preventive Bundle will include the following:

- A Preventive Visit;
 - Cholesterol Screening;
 - Diabetes Screening;
 - Mammogram;
 - Cervical Cancer Screening;
 - Colorectal Cancer Screening.
2. The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the preventive visit and screening(s) were completed.

Section 6.5

Employees may elect to waive, in writing, the medical insurance (both health and dental) coverage provided by the Town and in lieu thereof may receive an annual payment from the Town of \$1000 for waiving single coverage and \$2000 for waiving single plus one or family coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of either \$500 or \$1000 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1st of each fiscal year indicating his/her intent not to participate in the medical (both health and dental) insurance coverage provided by the Town. Further, such employees must present evidence to the town that they are covered under another health insurance program. Employees may elect to resume medical (both health and dental) insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Chief Administrative Officer or his designee in writing.

1. Involuntary termination of the alternative health benefits plan coverage;

2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan no longer provides mandatory coverages under the Affordable Care Act or the cost of such coverage increases by more than thirty-five percent (35%).

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse the Town by payroll deduction the pro-rata share of any waiver payment made. The Town agrees to grandfather the one (1) bargaining unit employee who has been receiving the waiver payment but still electing dental benefits as of July 1, 2017.

Section 6.6 – Pension Benefits

Employees hired on or before June 30, 2017 shall be permitted to continue to be covered by the Pension Plan of the Town. Employees shall contribute the following percentage of their compensation to the Pension Plan as follows:

Effective July 1, 2021:	5%
Effective July 1, 2023:	5.25%

Section 6.7 – Defined Contribution Plan

- a. Employees hired on or before June 30, 2017 may elect to withdraw from the Defined Benefit Plan and migrate to a Defined Contribution Plan under terms as recommended by the Pension and Benefits Board and approved by the Board of Selectmen, as such terms may change from time to time.
- b. Employees hired on or after July 1, 2017 shall participate in the Defined Contribution Plan under terms set by the Town Defined Contribution Plan:
 1. Employees must contribute at least five percent (5%) of base pay;
 2. The Town agrees to match employee contributions up to a maximum of eight percent (8%) of base pay.

Section 6.8 – Automobile Reimbursement

An employee who uses his or her personal vehicle in the service of the Town shall receive the vehicle usage rate as determined by the U.S. Internal Revenue Service. Employees using their personal automobile for Town business must maintain insurance liability coverage in the

amounts approved by the Board of Selectmen, which shall be no less than the amounts required by law, and must submit a Certificate of Insurance coverage to the Town annually prior to receiving mileage reimbursement.

Section 6.9 – Dependent Care Account

If possible, the Town will create a dependent care account for employees to utilize.

ARTICLE VII **HOLIDAYS**

Section 7.0

Employees covered under this Agreement shall receive the following paid holidays:

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

In the event that the Town or one or more of its departments conducts business on any of the above holidays, employees who work such day shall receive a floating holiday in lieu of the holiday off. More specifically, the Town may conduct business as a normal work day on the Day after Thanksgiving each year and, if it elects to do so, shall provide advance notice to the Union and to affected employees. Floating holidays shall be scheduled in advance by individual employees with their supervisors. Employee requests to take any accrued floating holidays shall not be unreasonably denied.

Employees will be provided holiday pay based on their daily average of scheduled hours each week. In the event an employee is not scheduled to work the day of the holiday, he/she will be given the equivalent time off another day that he/she is scheduled to work in the same pay period.

Section 7.1 – Federal/State Observance

Holidays falling on a Saturday, shall be celebrated on the preceding Friday. Holidays falling on a Sunday, shall be celebrated on Monday, as established by the Federal and or State Governments.

ARTICLE VIII

VACATIONS

Section 8.0

Vacations shall accrue based on each employee's anniversary date. Each employee who has less than one year of completed service shall be eligible for one (1) day of paid vacation for each month of completed service up to a maximum of ten (10) working days of vacation. Part-time employees shall be eligible for vacation on a pro-rated basis.

Vacation shall be front-loaded as of July 1 of each fiscal year for the employee's use but not for payout upon separation of service from the Town. Upon separation from service, employees will be paid a pro-rated amount for vacation time earned in such fiscal year prior to separation.

Section 8.1

Each employee who has completed one (1) full year of service shall be eligible for ten (10) working days of paid vacation.

Section 8.2

Each employee who has completed between five (5) and ten (10) years of service shall be eligible for fifteen (15) working days of paid vacation.

Section 8.3

Following the tenth (10th) year of service, employees shall be eligible for one additional day of vacation leave for each additional year of service. Following the twelfth (12th) year of service employees shall be eligible for twenty (20) working days of paid vacation.

Section 8.4

In the event of the death of an employee, his/her spouse and/or minor children shall receive his/her pro-rata accumulated vacation leave pay. If the employee has neither spouse nor children the pro-rata accumulated vacation leave pay shall be paid to the estate of the deceased employee.

Section 8.5

All vacation earned but not taken shall be paid in the event an employee is laid off by the Town or resigns with two weeks' notice.

Section 8.6

With permission of the Chief Administrative Officer, employees may be permitted to carry over ten (10) unused vacation days from one fiscal year to the next providing the vacation days

carried forward are used in the first six months of the new fiscal year. Such permission shall not be unreasonably denied.

Section 8.7

Vacation eligibility will not accrue during personal leaves of absence granted pursuant to Section 9.6a below. This section shall not prevent vacation eligibility from accruing during absences due to FMLA.

Section 8.8

Should a holiday prescribed by Article VII occur during an employee's vacation period, the employee will not be charged with a vacation day for such holiday.

Section 8.9 – Vacation Scheduling

Vacation requests of five (5) or more days shall be submitted for approval not less than two (2) weeks in advance to the Department Head. Vacation requests shall be approved subject to the operating needs of the Town.

The Town shall respond to vacation requests within five (5) days of the submission of such request to the Department Head.

Section 8.10 – Increments

Vacation time may be taken in hourly increments.

ARTICLE IX **LEAVE PROVISIONS**

Section 9.0 – Earned Sick Leave

- a. Employees shall earn a maximum of fifteen (15) days paid sick leave per year at the rate of one and one-quarter (1 ¼) days per month. Employees may accumulate a maximum of ninety (90) days sick leave. Part-time employees shall accrue sick leave on a pro-rata basis. Sick leave may be taken in one (1) hour increments.
- b. New employees, upon completion of the probationary period, shall be eligible for sick leave computed from their date of employment.
- c. For absences over three (3) consecutive working days, the Town may require proof of illness. Proof of illness may include a doctor's certificate, personal affidavit, or other reasonable verification available to the employee which is acceptable to the Department Head and the Chief Administrative Officer.

- d. All sick days accumulated by employees in excess of ninety (90) days, but not to exceed one hundred twenty (120) days for each employee, shall be put into a pool for use by employees who, because of a lengthy illness or injury, have exhausted their accumulated sick days.
- e. Days allotted to the pool shall thereafter be allocated to non-probationary employees with catastrophic or extended, long term illnesses or injuries. To be eligible for allocation of sick days from the pool an employee must meet the following conditions:
 - 1. The employee must have exhausted all of their paid leave inclusive of sick leave, vacation, and personal leave.
 - 2. The illness or injury is not covered by workers' compensation or such benefit has been exhausted.
 - 3. A medical certificate supporting the absence is on file.
 - 4. A written request from the employee is received.
 - 5. The pool is not depleted.
 - 6. The employee has no disciplinary action on record during that fiscal year for attendance.
- f. Employees may withdraw up to a maximum fifty (50) days per fiscal year.
- g. The withdrawals will be distributed equally from each employee's total allotted sick pool days.
- h. All unused sick pool days shall be carried over from year to year and shall not lapse. Once sick days are allotted to the pool they will remain there until used by allocated equal distribution.
- i. The Town will keep all records of the sick pool days and will provide semi-annual status reports of accumulated and used sick days to the AFSCME Local 1303-278 President upon request.

Section 9.1 – Sick Leave Recognition

The Town provides sick leave as a benefit to members of the bargaining unit for specific illness or injury. The Town recognizes additional use of sick leave as follows:

In the event of the retirement, death, resignation or termination (except for cause) of an employee, with at least ten (10) years of continuous service, the employee or employee's estate shall receive payment for up to one-half of the employee's accumulated sick leave, up to a maximum payment of forty-five (45) days unused accumulated sick leave, at the rate of pay in effect at the time of said qualifying event.

Section 9.2 – Emergency Leave

In the event of illness or injury in the immediate family, which requires the attendance or aid of the employee, the employee may utilize earned sick leave.

Section 9.3 – Jury Leave

Leave shall be granted for jury duty, and the Town will pay the difference between the employee's regular pay and his/her compensation for said jury duty, providing the employee has notified the Department Head and proper certification of said jury duty compensation has been provided.

Section 9.4 – Military Leave

Military Leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Military Leave, not to exceed ten (10) working days, shall be granted to regular employees when required to serve a period of active reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary, upon receipt of military finance certification. Copies of active-duty orders or a written request for a military reserve leave shall be provided to the Chief Administrative Officer or his/her designee as soon as the employee is informed of the dates of the military training or service.

Section 9.5 – Personal Leave

Each employee shall be entitled up to three (3) personal days each year of the contract without loss of pay, non-accumulative, for the purpose of transacting personal business which cannot be carried out on the employee's regularly scheduled day off. Each personal day shall be based on the employee's daily average of scheduled hours each week. Personal leave time may not be taken in lieu of sick days or vacation days. Any employee wishing to take personal leave time shall normally request such leave at least three (3) days in advance, with the reason given to his/her Department Head. In cases of extreme emergency when such notice cannot be given, the employee shall, upon request, supply a written statement of reasons. Personal leave shall not be taken on days immediately before or immediately after vacation leave, sick leave or holidays, unless an emergency occurs for which it is necessary to use the personal day, provided such use has been approved by the Department Head. Part-time employees shall accrue personal leave on a pro-rated basis. Personal leave may be taken in one (1) hour increments.

Section 9.6 – Leave of Absence

- a. Leave of absence without pay up to twelve (12) months may be authorized by the Chief Executive, in cases of exceptional need for those employees who have acquired seniority, with a minimum of one (1) year of employment. Leaves may be granted for such reasons as military, study, personal business, government and/or professional service, but not for the purpose of obtaining gainful employment elsewhere. Employees accepting such

employment elsewhere during a leave of absence, except as provided elsewhere in this Agreement, shall be considered to have quit without notice.

Family and Medical Leave Act (FMLA) Leave

1. The Employer agrees that under the Federal Family and Medical Leave Act (FMLA), each eligible employee is entitled to take up to twelve (12) weeks of leave in any twelve (12) month period. The parties agree that this twelve (12) month period shall be measured commencing on the date the employee first takes FMLA leave.
 2. To the extent an employee has paid leave available, the employee shall use such paid leave concurrent with his/her FMLA leave. An employee shall use available paid sick leave, personal leave, and then vacation leave in the event of an approved FMLA leave for a family member's or his/her own serious health condition.
 3. The Employer shall continue all medical insurance provided in this Agreement, under the same terms and conditions applicable to working employees, during any period when an employee is taking FMLA leave to which the employee is entitled.
- b. An employee requesting a leave of absence shall do so in writing stating the reason for and the length of such leave, to the Department Head, who shall review and forward with a recommendation to the Chief Administrative Officer for final decision. An application for extension of a leave of absence shall also be processed in the aforementioned procedure.
 - c. An employee on a leave of absence without pay shall not accrue sick/or vacation time and will not receive pay for holidays falling within the leave of absence. During the period of leave without pay, except for military leave, the employee shall not be credited for length of service. However, the employee's length of service and accumulated sick and vacation time will be reinstated upon return from the absence.
 - d. Subject to and consistent with the regulations of the carrier, the group life insurance coverage may be continued during a leave of absence, provided direct payment of the monthly premium is made through and as prescribed by the Finance Director.
 - e. When a leave of absence without pay is granted due to illness or disability which requires the services of a physician, then the employee must procure and make available certification that the employee is physically and/or mentally fit to perform his/her duties.
 - f. An employee returning from a leave of absence shall notify the Department Head and the Chief Administrative Officer, in writing, ten (10) working days prior to the actual return date and in the event of a medical leave, the employee shall present the Town with a

fitness for duty report from the employee's physician or treatment provider prior to reinstatement.

- g. An employee returning from a leave of absence of a fixed period of time, will be reinstated to his/her former classification, or one of comparable status, unless the employee's or employer's circumstances have so changed as to make it unreasonable to do so. In such a case, the employee will be placed in a classification for which she/he has the ability to perform the work.
- h. An employee who fails to report for work on the specified date after the expiration date of leave of absence shall be considered terminated. However, if the employee's failure to return to work is on account of sickness, injury or other serious reason beyond his/her control, employment will be reinstated provided he/she has notified the Department Head and the Chief Administrative Officer or his/her designee, prior to the specified return date, the cause of delay and the expected return date.

Section 9.7 – Bereavement Leave

- a. Special leave, not to exceed five (5) working days with pay shall be granted an employee in the event of a death of a spouse, domestic partner who has lived with the employee at least twelve (12) months, mother, father, mother-in-law, father-in-law, grandmother, grandfather, child, grandchild, sister or brother. This provision shall apply to step children, step parents and step siblings. Said leave shall be granted only for those days on which the employee was scheduled to work.
- b. Special leave, not to exceed three (3) working days with pay, shall be granted for the death of a sister-in-law, brother-in-law, aunt, uncle. Said leave shall be granted only for those days on which the employee was scheduled to work.
- c. The requirement that bereavement leave occur immediately following a death may be waived by the Town when an employee presents evidence indicating that services are being held at a later date.
- d. Part-time employees shall accrue bereavement leave on a prorated basis.

ARTICLE X **GRIEVANCE PROCEDURE**

Section 10.0

A grievance is defined as a dispute concerning an alleged breach of the provisions of this Agreement. A grievance shall be processed in the following manner:

Step I – Department Head

The employee and/or his representative shall present the grievance in writing to the Department Head or his designated representative within twenty (20) working days of the circumstance that gives rise to the grievance. Grievances over decisions made by the Chief Administrative Officer shall be filed at Step II within twenty (20) working days of the circumstance that gives rise to the grievance. The Department Head or his designated representative shall notify the employee and his representative of his decision in writing within five (5) working days from the day the grievance was submitted.

Step II – Chief Administrative Officer

If the grievance is not resolved by the decision received above, the employee and/or his/her representative may request further review by the Chief Administrative Officer, or designee, within five (5) working days of the receipt of said decision. The Chief Administrative Officer or designee, shall, within five (5) working days, review the facts with all those concerned present at a special meeting to be called by the Chief Administrative Officer or designee. Within five (5) working days thereafter, the employee and/or his/her representative shall be notified in writing of the decision which has been reached.

Step III – Mediation

If the grievance is not resolved by the decision of the Chief Administrative Officer or designee, the Union may, within ten (10) days of the receipt of said answer, submit a request for mediation to the Connecticut State Board of Mediation and Arbitration, with a copy of the request provided to the Chief Administrative Officer within such time period.

Step IV – Arbitration

If the grievance is not resolved by mediation, the Union may submit the matter to the Connecticut State Board of Mediation and Arbitration for arbitration in accordance with its rules providing the grievance must be submitted to arbitration within twenty (20) days following mediation, with a copy of the request provided to the Chief Administrative Officer within such time period. The decision of the arbitrators shall be final and binding on all parties. The arbitrator shall be bound by and must comply with all of the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.

In the event that the Town's representative does not respond within the time periods set forth above, the Union shall have the right to appeal the grievance to the subsequent step.

Section 10.1

Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town provided that if a grievance is not submitted to a higher step in the above

procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 10.2

A maximum of two officers and stewards, at any one time, as shall be designated by the Union for representing aggrieved employee(s) for the purpose of adjusting grievances shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Section 10.3

One (1) officer of the Local Union shall be permitted time off without loss of pay for all time actually spent in mediation and/or arbitration hearings. The same shall apply for the principal participants as mutually agreed to prior to the hearing.

ARTICLE XI SAFETY AND HEALTH

Section 11.0

The Employer agrees to provide a safe and healthy work environment for all employees. The Health and Safety Committee shall meet two (2) times per year with a member from the bargaining unit in attendance.

ARTICLE XII SAVINGS CLAUSE

Section 12.0

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 XIII REDUCTION IN FORCE

Section 13.0

When the Town determines that a layoff is necessary, the Town shall first determine which position(s) shall be eliminated. The Town shall notify the Union President fourteen (14) days prior to any notification to any employee of layoff. Part-time employees in the affected position(s), if any, shall be laid off before full-time employees in inverse order of seniority.

Employee(s) selected for layoff may bump the least senior employee in a position for which the bumping employee is fully qualified and providing the bumping employee is more senior than the employee bumped.

Seniority rights of a laid off employee shall exist for a period of one (1) year from the date of the layoff. Before new employees are hired for a position in the bargaining unit, the Town shall offer the position to employees laid off from such position who still retain seniority rights, provided the employee remains qualified for the position.

Section 13.1

An employee shall be given three (3) weeks' notice of layoff or shall receive three (3) weeks' pay in lieu of said notice.

ARTICLE XIV **MISCELLANEOUS**

Section 14.0

The Town will place a bulletin board in an accessible place in the departments for the exclusive use of the Union.

Section 14.1 – Contract Distribution

The Union President or designee shall be informed of all new hires and successful completion of the employee's probationary period. One (1) signed contract and an electronic copy will be provided to the Council #4 Staff Representative.

Section 14.2 – Medical

The Town shall provide to the employee, upon his/her consent and free of charge, such medical injections for common and contagious diseases as determined by a joint committee, to be necessary for safety, health and welfare of the employees. Such injections shall be administered by a medical provider approved by the Town. Whenever the Town convenes a meeting of a joint committee for safety, health and welfare, the local shall be represented by the Union President or designee on such joint committee.

Section 14.3 – Meal Allowance

The Town agrees to maintain the current practice with regard to meal allowance for certain eligible members of this unit.

Section 14.4 – Clothing Allowance

The Town agrees to provide uniforms and clothing allowance for certain members of this unit who work in the Public Works, Transfer Station, Parks and Recreation, Building Maintenance and Youth and Family.

The Town provides employees with safety boots at the expense of the Town up to a maximum of two-hundred dollars (\$200) per year and such boots must be worn by the employee.

The Town provides employees with clothing at the expense of the Town up to a maximum of two-hundred and fifty dollars (\$250) per year.

Section 14.5

Employees will receive regularly scheduled pay and overtime pay on a bi-weekly basis in arrears.

The Town may implement direct deposit provided employees will be given access to a Town computer to access their electronic pay stubs. In the alternative, the Finance Office will prepare a remittance receipt for the employee. Pay stubs will show hours worked, hourly wages earned, and total number overtime hours worked in the pay period.

Section 14.6

Employees on leave due to a work related injury shall be paid the difference between their regular wages and the amount of workers' compensation payments. Employees may initially draw from their sick leave bank sufficient leave time to receive full pay until such time as worker's compensation payments commence. At such time the employee's sick leave account shall be restored when the employee reimburses the Town for the sick leave taken. Beginning June 30, 2017 the maximum duration for which employees shall be paid the difference between regular wages and the amount of workers compensation payments shall be nine (9) months.

Section 14.7

The Town shall determine the content of all job descriptions provided any changes of current job descriptions shall be submitted by the Town to the Union for its review and comment. It is understood that incidental duties, within the scope of the description, whether enumerated in job descriptions or not, shall be performed by employees. Job descriptions will be reviewed, revised and updated as necessary.

Section 14.8

Employees will be reimbursed the cost to attend training or continuing education that is approved in advance by the direct supervisor and the Chief Administrative Officer and is related to their job or a promotional opportunity within the Town.

Section 14.9

All employees will be given a Town email address to ensure access to Town communications intended for all employees.

ARTICLE XV **RECRUITMENT**

Section 15.0

All vacancies within the bargaining unit shall be posted for a period of ten working days with a notification to the Union President. All employees interested in said position shall be given the opportunity to designate such interest by filling out an application to the Chief Administrative Officer's office or his/her designee. The senior qualified employee who has bid on the vacancy shall be appointed to the position. If no qualified employee applies, the Town may fill the vacancy by outside recruitment. A copy of the applicable job description will be attached to the posting.

Section 15.1

If the appointment in Section 15.0 above is a promotional opportunity for the appointed employee, then said employee shall be on probation in his/her new job for a period of thirty (30) working days but shall not be considered a probationary employee as set forth in Article 4. If at the end of said period, the employer is not satisfied with the employee's performance in the promoted position, he/she shall be returned to his/her former position.

Section 15.2

When an employee is required to perform the work of a higher paid position on a temporary basis of more than four (4) consecutive days, he/she shall be paid at the same step level in the wage grade for that position effective on the fifth (5th) consecutive day working in that temporary higher paid position.

Section 15.3

If a vacancy occurs in the Supervisory Unit (Local 818) and is not filled from within such unit, qualified bargaining unit members who apply for this position shall be interviewed first, but the Town shall retain full discretion over the filling of such vacancy.

ARTICLE XVI

DISCIPLINARY ACTION

Section 16.0 – Objective

All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

- a. All disciplinary action shall be for just cause and shall be stated in writing with the reason given and a copy given to the employee. Oral warnings and verbal reprimands shall not be made a part of the employee's personnel file and shall not be grievable.
- b. When an employee has received no disciplinary action for a period of twenty-four (24) consecutive months, his/her record will be considered clear and no prior violations may be considered in any future disciplinary actions.

Section 16.1 – Probationary Employees

Probationary employees may be terminated at any time during the probationary period without recourse to the grievance and arbitration provisions of this Agreement.

Section 16.2 – Suspension/Discharge Approval

In no case shall a supervisor or Department Head, impose suspension or discharge upon an employee unless the proposed disciplinary action has been reviewed and concurred with by the Chief Administrative Officer or his/her designee.

ARTICLE XVII

MANAGEMENT RIGHTS

Section 17.0

It is understood and agreed that the Town of Old Saybrook possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including employees of this bargaining unit. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement and further provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement. These rights include, but are not limited to:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or

procedures.

- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operation.
- e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty or lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To create job specifications and revise existing job specifications as deemed necessary.
- h. To decide staffing levels in all Town operations.
- i. To take any action which the Town reasonably believes is necessary to comply with any legal requirements regardless of the terms otherwise set forth in this Agreement.
- j. To subcontract custodial work performed at the Old Saybrook Town Hall, the Acton Public Library and the Old Saybrook Fire House. No current employees shall be laid off as a result of this right.

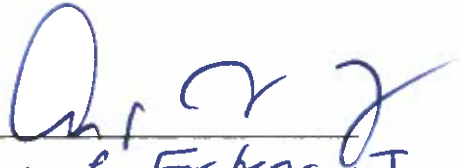
ARTICLE XVIII
DURATION

Section 18.0

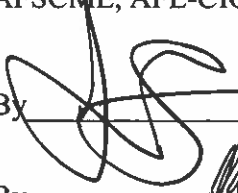
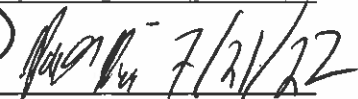
Unless specifically provided otherwise, this contract shall be in full force and effect from July 1, 2021 until June 30, 2024. Negotiations for a successor agreement shall proceed according to the provisions of the Municipal Employee Relations Act but shall commence no later than January 1, 2024.


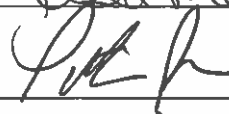
The parties have rendered this Agreement this 21st day of July, 2022.

TOWN OF OLD SAYBROOK

By 
Carl P. Fortner Jr.
First Selectman

LOCAL 1303-278 OF COUNCIL #4
AFSCME, AFL-CIO

By  7/21/22
By  7/21/22

By  Mendes 7/21/22
By  P 7/21/22

By _____

APPENDIX A

WAGE GRADE – ALL JOB TITLES

<u>GRADE</u>	<u>JOB TITLE</u>
1	Library Assistant I
2	Library Assistant II Library Technical Assistant
3	Administrative Clerk I for Fire Marshall's Office Highway Maintainer I Transfer Station Attendant
4	
5	Program/Facility Assistant for Parks & Recreation Dept. Administrative Clerk for Chief Administrative Officer's Office
6	Building Maintainer I
7	Assessor Clerk Building Maintainer II Parks & Recreation Dept. Grounds Maintainer Youth & Family Services Program Coordinator Tech Services Associate – Library
8	Highway Maintainer II Transfer Station Operator Administrative Clerk I for Parks & Recreation Dept. Administrative Assistant – Library Administrative Clerk – Town Hall Administrative Assistant I for Chief Administrative Officer's Office*
9	Administrative Assistant for Youth & Family Services Administrative Secretary II for Building Dept. Assistant to Assessor Assistant to Tax Collector Assistant Town Clerk Bookkeeper II Ref/Young Adult Librarian Head of Circulation – Library

<u>GRADE</u>	<u>JOB TITLE</u>
10	Accountant Environmental Planner Administrative Assistant I for Land Use Director of Economic Development
11	Highway Maintainer III Assistant Director Parks and Recreation Social Services Coordinator Septic System Inspector
12	Crew Leaders for Public Works Dept. Youth & Family Services Counselors
13	

*There shall be no impact to the incumbent in this position such that she will continue to be paid at Grade 11 rates as long as she remains in the position.

APPENDIX B

WAGE GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1					
7-1-21	\$16.81	\$17.26	\$17.66	\$18.13	\$18.60
7-1-22	\$17.24	\$17.70	\$18.10	\$18.58	\$19.08
7-1-23	\$17.67	\$18.14	\$18.55	\$19.04	\$19.56
2					
7-1-21	\$17.85	\$18.32	\$18.74	\$19.24	\$19.72
7-1-22	\$18.32	\$18.79	\$19.22	\$19.73	\$20.22
7-1-23	\$18.78	\$19.26	\$19.70	\$20.22	\$20.73
3					
7-1-21	\$19.36	\$19.87	\$20.37	\$20.86	\$21.36
7-1-22	\$19.84	\$20.37	\$20.88	\$21.38	\$21.89
7-1-23	\$20.34	\$20.88	\$21.40	\$21.91	\$22.44
4					
7-1-21	\$20.55	\$21.07	\$21.62	\$22.16	\$22.72
7-1-22	\$21.06	\$21.60	\$22.16	\$22.71	\$23.29
7-1-23	\$21.59	\$22.14	\$22.71	\$23.28	\$23.86
5					
7-1-21	\$21.74	\$22.29	\$22.87	\$23.46	\$24.05
7-1-22	\$22.28	\$22.85	\$23.44	\$24.05	\$24.65
7-1-23	\$22.84	\$23.42	\$24.03	\$24.65	\$25.27
6					
7-1-21	\$23.01	\$23.64	\$24.22	\$24.86	\$25.48
7-1-22	\$23.59	\$24.23	\$24.83	\$25.48	\$26.12
7-1-23	\$24.18	\$24.84	\$25.45	\$26.12	\$26.77
7					
7-1-21	\$24.45	\$25.09	\$25.72	\$26.40	\$27.06
7-1-22	\$25.06	\$25.72	\$26.36	\$27.06	\$27.74
7-1-23	\$25.69	\$26.36	\$27.02	\$27.74	\$28.43
8					
7-1-21	\$25.89	\$26.57	\$27.24	\$27.96	\$28.66
7-1-22	\$26.54	\$27.23	\$27.92	\$28.66	\$29.38
7-1-23	\$27.20	\$27.91	\$28.62	\$29.38	\$30.11

WAGE GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
9					
7-1-21	\$27.48	\$28.17	\$28.91	\$29.65	\$30.39
7-1-22	\$28.17	\$28.87	\$29.63	\$30.39	\$31.15
7-1-23	\$28.87	\$29.59	\$30.37	\$31.15	\$31.93
10					
7-1-21	\$29.11	\$30.36	\$30.63	\$31.42	\$32.21
7-1-22	\$29.84	\$31.12	\$31.40	\$32.21	\$33.02
7-1-23	\$30.59	\$31.90	\$32.19	\$33.01	\$33.85
11					
7-1-21	\$30.86	\$31.64	\$32.46	\$33.28	\$34.15
7-1-22	\$31.63	\$32.43	\$33.27	\$34.11	\$35.00
7-1-23	\$32.42	\$33.24	\$34.10	\$34.96	\$35.88
12					
7-1-21	\$32.71	\$33.58	\$34.40	\$35.30	\$36.22
7-1-22	\$33.53	\$34.42	\$35.26	\$36.18	\$37.13
7-1-23	\$34.37	\$35.28	\$36.14	\$37.08	\$38.06
13					
7-1-21	\$34.70	\$35.60	\$36.48	\$37.42	\$38.40
7-1-22	\$35.57	\$36.49	\$37.39	\$38.36	\$39.36
7-1-23	\$36.46	\$37.40	\$38.32	\$39.32	\$40.34
14					
7-1-21	\$36.74	\$37.65	\$38.62	\$39.62	\$40.65
7-1-22	\$37.66	\$38.59	\$39.59	\$40.61	\$41.67
7-1-23	\$38.60	\$39.55	\$40.58	\$41.63	\$42.71

APPENDIX C

Your summary of benefits



Anthem Blue Cross and Blue Shield, Town of Old Saybrook Support Plan Effective 7/1/22

Your Plan: Anthem Century Preferred PPO GHSA \$2500/\$5000

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,500 person / \$5,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$5,000 person / \$10,000 family	
Preventive care/screening/immunization <i>In network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i> Acupuncture <i>Coverage is limited to Pain Management.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Freestanding/Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: Office <i>Prior Authorization Required</i> Freestanding/Site-of-Service Radiology Center <i>Prior Authorization Required</i> Outpatient Hospital <i>Prior Authorization Required</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office <i>Prior Authorization Required</i> Freestanding/Site-of-Service Radiology Center <i>Prior Authorization Required</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital <i>Prior Authorization Required</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency and Urgent Care Urgent Care Emergency Room Facility Services Emergency room doctor and other services Ambulance Transportation	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	Covered as In-Network Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Doctor office visit and Online Visit Facility visit: Facility fees Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Surgery Facility fees: Hospital Freestanding Surgical Center Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): Facility fees (for example, room & board) Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Recovery & Rehabilitation Home health care <i>Coverage is unlimited and includes Home Health Aide visits. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is unlimited per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network / Prior Authorization Required</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation Office Outpatient hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 220 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>Essential Drug List</i> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 100 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$5 Copay retail \$10 Copay mail order	20% coinsurance after deductible (retail and home delivery).
Tier 2 - Typically Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$20 Copay retail \$40 Copay mail order	20% coinsurance after deductible (retail and home delivery).
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$35 Copay retail \$70 Copay mail order	20% coinsurance after deductible (retail and home delivery).

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Questions: Visit us at www.anthem.com

APPENDIX D

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the Town of Old Saybrook ("Town") and Local 1303-278 of Council 4, AFSCME, AFL-CIO ("Union"). The Town and the Union are parties to a Collective Bargaining Agreement dated July 1, 2001 through June 30, 2005.

Although there exists no contractual references to bargaining unit employees' eligibility for health insurance benefits at retirement, the parties mutually agree that for some time there has been a practice of the Town providing certain retirees with health insurance benefits at retirement. Through a Tentative Agreement dated May 27, 1998 the parties attempted to clarify the terms under which bargaining unit employees had been eligible to receive health insurance benefits at retirement. The purpose of this Agreement is to fully set forth the terms under which employees will be eligible for such health (including dental) insurance benefits following their retirement in the future. More specifically, the parties hereby agree as follows:

Eligibility Rules for Retirees

1. For full-time employees who retire from their employment with the Town of Old Saybrook following the date of this Agreement, with a minimum of fifteen (15) years of service with the Town and having reached a minimum of age fifty-five (55), the Town shall contribute to the cost of continued health insurance benefits (including dental, vision, prescription drug) for the retiree under the same benefit plans applicable to active employees of the Town, as such benefit plans may change from time to time. For eligible retirees, the Town shall contribute the same amount towards the cost of such benefits as it does for active employees, as such amount may change from time to time. To be eligible to receive such Town contribution to health insurance benefits, the retiree shall be required to contribute the same periodic contribution to premium costs as active bargaining unit members are required to pay, as such contributions may change from time to time.

2. In addition, in order to be eligible for any Town contribution to health insurance benefits, the retiree must have been employed in a full-time bargaining unit position on or before the date of this Agreement. All employees hired by the Town of Old Saybrook following the date of this Agreement as well as those who may be currently employed part-time and are later assigned to full time positions shall not be eligible for any contribution from the Town towards the costs of insurance benefits at retirement from the Town.

3. Eligible retirees who continuously elect to receive benefits under the Town's health insurance plan following their retirement shall remain eligible to receive a Town contribution towards the cost of health insurance benefits as set forth above until such time as they become eligible for Medicare benefits. When such retirees become eligible for Medicare benefits the Town will provide such retirees with an Anthem Blue

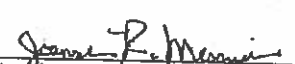
Cross/Blue Shield Medicare Supplemental Benefit Policy (or comparable Medicare Supplemental Benefit Policy) provided that such retirees contribute the same premium contribution paid by active employees, as such premium contributions may change from time to time.


Dependent Coverage

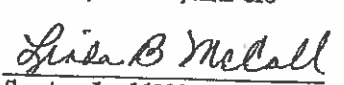
1. Any eligible retiree who wishes to continue health (including dental, vision, prescription drug) insurance benefits for his/her eligible dependents following the retiree's retirement from the Town as set forth above shall be required to pay the full cost of such dependent coverage at the Town's group rates. In the event that the retiree should die, the eligible dependents coverage will be continued for life, providing the eligible dependents continuously pay the full cost of such coverage at the Town's group rates.

The parties have entered into this Agreement on this 26 day of July, 2004 and mutually agree that this Agreement constitutes the complete terms of their agreement concerning the Town's agreement to contribute to the cost of health insurance benefits (including dental, vision, prescription drug) for eligible bargaining unit members at retirement. As such the parties agree that this Agreement is intended to supersede all prior commitments made by either party with regard to this subject and cannot be altered, amended, or changed unless the parties mutually agree. Furthermore it is understood and agreed upon that this Agreement shall be incorporated into the collective bargaining agreement.


Town of Old Saybrook


President, Local 1303-278, Council 4
AFSCME, AFL-CIO


Vice President, Local 1303-278,
Council 4, AFSCME, AFL-CIO


Secretary, Local 1303-278, Council
4, AFSCME, AFL-CIO


Treasurer, Local 1303-278, Council
4, AFSCME, AFL-CIO

AFSCME LOCAL 1303-278 (Non Supervisor

	NAME	PT DOH	FT DOH
	FULL-TIME EMPLOYEES		
1	Allen, Raymond		06/03/02
2	Baldi, Paul		05/19/03
3	Blasius, Sandra		03/12/90
4	Burgess, Cynthia		04/17/89
5	Champlin, Richard		09/27/99
6	Costa, Chris	10/16/00	
7	Dahlstrom, Robert	11/01/03	03/01/04
8	Fillmore, Helen		01/04/82
9	Gergler, Nicole	10/15/96	12/01/98
10	Gernhard, Marian	05/03/99	06/14/99
11	Goduli, Richard	08/04/03	04/01/04
12	Harvey, Jean-Marie	10/07/97	01/02/98
13	Hills, Martin		06/01/70
14	Jackson, Phillip		08/24/84
15	Labriola, Peter		08/03/98
16	Ladner, Donna		08/26/85
17	Malikowski, Michael J.		07/09/01
18	Marshall, Kathleen	08/30/95	07/01/96
19	McCall, Linda		04/16/90
20	McConochie, Candace		04/07/88
21	McDonald, David	05/24/89	10/01/97
22	Messner, Jeanne	08/18/82	07/01/92
23	Mill, Deborah		10/01/97
24	Peterson, Richard		04/30/85
25	Porter, John		07/17/70
26	Skau, Jeffrey		07/18/89
27	Suits, Carol	03/24/80	08/03/81
28	Taylor, David		08/25/97
29	Uricchio, Constance	02/26/90	07/01/94
30	Wysocki, Wayne	03/11/99	05/31/99