

Collective Bargaining Agreement

Between

The City of Stamford

and

Teamsters Union Local #145

Affiliated with the International Brotherhood of Teamsters

July 1, 2003 - June 30, 2009

AGREEMENT

This Agreement is made and entered into between **THE CITY OF STAMFORD**, hereinafter referred to as the “Employer” or “City”, and **TEAMSTERS UNION LOCAL 145**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

ARTICLE I **RECOGNITION**

The City of Stamford recognizes and acknowledges that the Union, its duly authorized agents and representatives is the exclusive bargaining agent with respect to wages, hours, and working conditions of the employees in the Public Works Department, the Department of Traffic and Parking, the E. Gaynor Brennan Golf Course, and Golf Course Seasonals, as set forth in Supplemental Agreement dated 5/18/93, of the City in the job classifications set forth in the Appendix hereof (hereinafter referred to as the employees).

ARTICLE II **UNION SECURITY**

(a) All employees hired after the date of execution hereof shall become members of the Union not later than sixty (60) days after the date of their employment as a condition of continued employment. All such employees and all present employees who are members of the Union on the date of execution of this Agreement and all employees who become members of the Union hereafter, shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment.

(b) The City agrees to deduct regular Union Dues and one (1) Initiation Fee from the pay of each employee who has signed and submitted to the City a card authorizing such deduction. All sums so deducted shall be sent monthly to the Treasurer of the Union.

(c) The City will notify the Local #145 Union office and the Chief Steward of the Union, in writing, of all new hires, transfers, suspensions and discharges concerning the employees covered by this Agreement.

(d) The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

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ARTICLE III

SENIORITY

(a) Seniority, as used in this Article, is defined as the total length of continuous service with the City in a classification within a particular department, bureau, or division covered by this Agreement and subject to the provisions of this Article, except that anyone transferred from one department or location to another due to bidding on an open job shall retain Citywide seniority as long as the classification is covered under the Teamsters Local #145 contract.

(b) Seniority shall be accrued during periods of layoff.

(c) Upon completion of the probationary period provided for in Article XVIII hereof, employee's seniority shall date from the date of employment.

(d) An employee shall lose all accrued seniority status if he is discharged for just cause, is laid off for a period in excess of his recall rights or quits. Furthermore, an employee who takes or is promoted to any other job in the City that is not covered by a Teamsters Local 145 contract, shall lose all accrued seniority and may not regain any seniority if he shall return to such position for any reason.

(e) Officers and Stewards of the Union shall be placed at the head of the Seniority List in the bureau to which they are assigned by the City. This preferred seniority status shall be effective only in connection with layoffs.

(f) The City will furnish the Union, annually, with a Seniority List showing employee's seniority. These lists shall be simultaneously dated and posted on the bulletin boards and any employee who feels there is an error in his seniority date, as shown, must present his facts substantiating his position within thirty (30) calendar days of the date of posting. If no objection is raised, the date on the list will be presumed to be correct.

(g) The union will notify the City annually in writing, of the names and positions of all local Union officials and Stewards & Committeemen. The City will be promptly notified in writing, of any changes.

(h) The term "regular" employee as contained in this agreement shall mean non-probationary full-time employee.

ARTICLE IV **HOURS OF WORK**

(a) To the extent possible, consistent with efficient operations, the regular hours of employment shall be thirty seven and one half (37-1/2) hours per week, divided equally over five (5) working days of seven and one half (7-1/2) hours each Monday through Friday. To the extent possible consistent with efficient operations the regular summer hours for the Division of Highway will be from the first Monday in May to the

first Monday in October. The City may change the summer hours to meet operational requirements with two weeks notice, except as follows:

(1) The basic workday for the Refuse Collectors shall remain on an incentive basis and shall be the time required to complete the route assigned for the day. The City may schedule the work to be performed over any five (5) days out of six (6) between Monday and Saturday. The normal work hours, for the sanitation routes, is 4:00 a.m. to 12:00 p.m. However, if this change creates operational problems or difficulties, then the City reserves its right to adjust the schedule to alleviate these difficulties.

(2) (A) The WPCA employees shall work a continuous 24 hour operation, seven (7) days a week, divided into three (3) shifts per day of eight and one-half (8 ½) hours per shift. The employees will work eight (8) hours per shift with one-half (1/2) hour off, without pay, for lunch. The lunch periods will be staggered between the third (3rd) and fifth (5th) hours of each shift so that the facility will always be covered. In the event an employee agrees to work a double shift, he must complete the full shift. These employees will have all accumulated leave time (vacation and sick) earned, before the execution of the contract and continuing thereafter, credited as eight (8) hour days.

(B) For the purposes of overtime, employees will begin to receive overtime (one and one-half [1-1/2] times their regular hourly rate) after working forty (40) hours in any given work week.

(3) WPCA Mechanics shall continue to work on their present basis, which includes stand-by time and miscellaneous overtime, as required in their regular weekly wage.

(4) The Golf Course employees will continue to work thirty-seven and one half (37-1/2) hours per week, divided equally over five (5) working days of seven and one half (7-1/2) hours each.

(5) Highway personnel alerted for snowstorms shall continue to stand-by for emergencies as at present.

(b) For purposes of this Agreement, the workweek shall be deemed to start on Monday and end on Sunday. The terms "normally scheduled work day and work week" as used herein, consist of the schedule that an employee knows he is expected to work either because such schedule is posted on a bulletin board in advance or because it is the schedule he accepted upon employment or transfer, or because it is the schedule he has worked continuously so as to become routine. This includes schedules of irregular daily or weekly duration which are repetitive. New employees may be required to work different hours as a condition of employment.

(c) An assignment of work beyond the employee's regularly scheduled hours of any work day or any work week other than that necessitated by emergencies, shall be made four (4) hours in advance by authorized personnel.

(d) Overtime work shall be divided equally as far as practicable by rotation on a seniority and classification basis, subject to the employee's ability to perform the required work. Shop Stewards shall keep a list of overtime hours worked, provided to them by the timekeepers, weekly, and may post the same so that all employees may see who is receiving how much overtime. Any employee who refuses to perform overtime without just cause shall be dropped to the bottom of the overtime rotation list. If there are no employees accepting the overtime assignment, the least senior men must perform the work as scheduled. In the event of an emergency requiring callback of crews of men, a Shop Steward shall be called back one (1) hour in advance of other employees, whenever practical, to assist in telephoning men to be called in. When drivers are needed for such emergency callback, regular drivers shall be called in before temporary drivers or laborers.

(e) Employees refusing to report for a general emergency without just cause shall be subject to discipline.

(f) Any Refuse Collector desiring to work on his day off shall notify his superior of his availability.

(g) Employees may be required to take lunch on the job.

(h) The City shall maintain a minimum crew of at least four (4) sanitation employees of the bargaining unit.

ARTICLE V WAGES

(a) The annual wages of employees covered by this Agreement shall be as set forth in "Appendix A" annexed hereto. Any retroactive payments shall apply to a base salary, overtime, premium time, callback, standby, or any other form of pay including the employee's vacation pay.

(1) Effective and retroactive to July 1, 2003, the pay rates in effect on June 30, 2003 will be increased by three percent (3%).

(2) Effective July 1, 2004, the pay rates in effect on June 30, 2004 will be increased by three percent (3%).

(3) Effective July 1, 2005, the pay rates in effect on June 30, 2005 will be increased by three percent (3%).

- (4) Effective July 1, 2006, the pay rates in effect on June 30, 2006 will be increased by three percent (3%).
- (5) Effective July 1, 2007, the pay rates in effect on June 30, 2007 will be increased by three percent (3%).
- (6) Effective July 1, 2008, the pay rates in effect on June 30, 2008 will be increased by three percent (3%).

Employees who are on active pay status on the date of the execution of the Agreement and each subsequent effective date of increase shall be eligible for wage increases and retroactive payments. Notwithstanding the above, any employee who voluntarily retired after 6/30/2003 with regular retirement in CERF shall be eligible for retroactive payment from 7/1/2003 until the date of their retirement. Those employees on authorized leaves of absences without pay on either the execution date or a subsequent date of increase shall receive increases or retroactive payments within 30 days of the employee's return to active pay.

(b) Effective July 1, 2002, each employee shall receive longevity pay in accordance with the following:

After 10th Anniversary	\$350
After 15th Anniversary	\$450
After 20th Anniversary	\$550
After 25th Anniversary	\$650

Longevity payments will be made lump-sum during the month of December each year. An employee, who will be eligible for longevity during the fiscal year, will receive his/her longevity in December (ex. Employee with ten years as of February 20th during the fiscal year, will receive longevity pay in December, two months earlier. Conversely, an employee who reaches ten years as of August 20th will receive longevity in December, four months later). Pro rata payments shall be made upon termination, using July 1st as the date which the pro-rating begins (ex. employee who leaves in August will receive two-twelfths [2/12] of their annual longevity).

(c) Any employee required to work temporarily in a higher classification shall receive for such work, the rate in the higher classification for an employee with seniority equal to that of the acting employee.

(d) Employees working a second (2nd) shift (one commencing after 2:00 p.m.) shall receive a shift differential of seven percent (7%) over their regular rates, and employees working on a third (3rd) shift (one commencing after 10:00 p.m.) shall receive a shift differential of twelve percent (12%) over their regular rates. No shift premium shall be payable for emergency call-outs, standby time, or overtime, unless specifically provided herein.

(e) Except as otherwise provided, employees working in excess of a normally scheduled seven and one half (7-1/2) hour day or thirty seven and one half (37-1/2) hour week, shall be compensated for all such excess hours (except time of brief duration to complete tasks in process, e.g. returning to garage) at one and one half (1-1/2) times regular straight time rates.

(f) Each employee shall be given a minimum of four (4) hours work if called back to work for an emergency after completion of a regular day's work and shall be paid for such work at one and one half (1-1/2) times his regular straight time rate. On all such emergency calls, the employee called may be required to remain on duty for the full four (4) hours and thereafter until the emergency is over. If such employee so elects, he may, with the consent of his supervisor, remain at work less than the four (4) hours and be paid only for the hours worked. Any employee working on snow or ice (in connection with a storm) duty on Monday through Friday shall be paid straight time for hours worked between 7:00 a.m. and 3:00 p.m., time and one half (1-1/2) for hours worked between 3:00 p.m. and 11:00 midnight, and double (2) time between 11:00 midnight and 7:00 a.m. For hours worked on Saturday between 7:00 a.m. and 11:00 p.m., he will be paid time and one half (1-1/2) and for hours worked on Sunday, he will be paid double time. Pay for work on a holiday will continue as it now is in Article V, Section (k) of this Agreement.

(g) All employees shall be compensated for hours worked on the sixth (6th) day in any week at one and one half (1-1/2) times the regular straight time rates and for hours worked on the seventh (7th) day in any week at two (2) times the regular straight time rates.

(h) Except for pumping station mechanics, where Saturday or Sunday work is part of an employee's regular scheduled work week but is not performed on a sixth (6th) or seventh (7th) day of work, a weekend differential of ten percent (10%) shall be paid for all hours worked on such days.

(i) Employees who are required to standby because of an impending snow storm or hurricane or the like, will be compensated for hours spent on standby duty at one and one half (1-1/2) times regular straight time rates.

Other employees required to standby, will receive the same compensation as has been the practice, i.e. an employee who is required to standby for a week will receive, in addition to his regular pay, eleven (11) hours of straight time for that period.

(j) Employees may be scheduled not to work on any of the holidays listed in Article VI(a). If scheduled to work on a holiday, employees shall be compensated at one and one half (1-1/2) times the regular straight time for all hours worked on any holiday referred to in Article VI(a). Refuse Collectors shall also receive one and one half (1-1/2) days pay in addition to compensation for the holiday not worked, on condition that such Collector is scheduled to work the load day following the holiday day off in such a

manner as to make up for the work customarily performed on the day of the week on which the holiday falls.

(k) For tardiness, each employee will be allowed a paid grace period of fifteen (15) minutes for a maximum of three (3) times in any twelve (12) consecutive month period, provided such tardiness does not result in actual additional cost to the City. If an employee is late more than fifteen (15) minutes, or is late more frequently than three (3) times in twelve (12) consecutive months, he shall not be paid for the total amount of time he is late on any occasion.

(l) Nothing in the foregoing paragraph shall limit the authority of a department supervisor to impose disciplinary action on any employee where attendance and/or tardiness record warrants the taking of such action. This action will include written warning to the employee that his record is not satisfactory.

(m) During snow storms and general emergencies, no employee shall be required to work more than fifteen (15) hours continuously without a rest period of six (6) hours in between.

ARTICLE VI
HOLIDAYS AND PERSONAL LEAVE

(a) All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay for the holidays listed below, or days celebrated as such, regardless of the day of the week upon which such holiday shall fall:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve after 12:00 noon
	Christmas Day

(b) Each employee shall have two (2) days of personal leave in each contract year to be taken at such time as the employee may elect, with the prior consent of his department head, which such consent shall not be unreasonably withheld. Effective July 1, 1997, in consideration of consolidating Washington's and Lincoln's Birthdays into President's Day, each employee will receive an additional one (1) day of personal leave, bringing the total number of personal days in each contract year to three (3) days.

Employees will receive pro-rated personal days during their first year of employment, as follows:

If employee is hired:

July 1 - August 31	Three (3) personal days
September 1 - October 31	Two (2) personal days
November 1 - December 31	One (1) personal day

Personal days may not be used by a new employee while that person is on probation. Personal days may not be accumulated from year to year.

(c) In the event the Mayor proclaims any day as an additional day off for all City employees, any employee covered by this Agreement who must work because of the nature of his job, shall be granted a compensatory day off at a time mutually convenient to the employee and his department head.

(d) Employees shall normally be entitled to at least three (3) days prior notice of any holiday on which they will be required to work.

ARTICLE VII
VACATION

(a) The vacation schedule for all employees is as follows:

After first 6 months worked	6 days
More than 1 year, but 6 or less years worked	12 days
More than 6 but 10 or less years worked	15 days
More than 10 but twenty or less years worked	20 days
More than 20 years worked.....		1 additional day for each year worked to a maximum of 25 years.

Vacation days will continue to be accrued on a monthly basis.

(1) Any employee shall be entitled to accumulate, and carry over from year to year, earned vacation leave, up to a total of 60 days. Notwithstanding the foregoing, no vacation shall have a duration of more than 30 days at a given time, except in unusual circumstances, when a vacation not to exceed 60 days may be granted. An employee may take the vacation days in the above schedule which are in excess of full weeks, as personal leave days, provided he gives his department head two (2) days prior notice, unless an emergency requires him to be absent from his work, in which event he shall be paid for the vacation days taken.

(2) The City shall have the right to refuse to grant any request for a one (1) day vacation immediately following a holiday or holiday weekend.

(3) By April 1st of each year, employees may submit vacation requests to their supervisor for approval for the upcoming year, through March 31st. On May 1st, vacation schedules will be posted. Any conflicts between employees will be resolved by seniority. Vacation requests after May 1st will be on a first-come, first-served basis.

(4) "Emergency" vacation days shall be limited to three (3) per year. "Emergency" is defined as an unforeseen and/or unexpected event requiring the employee to request time off.

ARTICLE VIII WORK ASSIGNMENT

(a) The right to make work assignments is vested exclusively in the departmental supervisors and/or their designated representatives. However, temporary transfers from one yard to another shall not be made for a period of more than thirty (30) days, and in each instance the employee with the least seniority shall be transferred, subject to the employee's ability to perform the work. There shall be no discrimination or favoritism with respect to any such transfers.

(b) In the event the City cancels Garbage pick-up due to inclement weather, the City reserves the right to re-assign Collections Drivers and Laborers to snow removal during their normally scheduled hours (4:00 a.m. - 11:30 a.m.), at their regular rate of pay.

(c) Overtime work shall be offered to regular full-time employees before overtime is offered to part-time, temporary, or seasonal employees, but nothing herein shall be construed to limit the City's right to hire such employees.

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(d) Notwithstanding section (a) above, the twenty (20) employees who would have faced layoff in 1996 shall be incorporated into a floater labor pool. The City may utilize them to perform any job function within the scope of the Teamster's collective bargaining agreement. These individuals shall be the ten (10) least senior laborers and the ten (10) least senior drivers. This job function flexibility shall not only apply to assignments, but shall include schedule flexibility. Job function flexibility is designed to increase the flexibility of staffing to allow existing employees to cover for absenteeism on a non-premium pay basis, reduce work practice overtime, and increase assignment (job) flexibility. This flexibility shall not be limited by current restrictions outlined in the collective bargaining agreement. All employees hired after June 6, 1996 shall be subject to these requirements and shall be placed in this flexible pool of labor with these work rules. Employees in this pool may be required to work up or down in classification, as needed.

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(e) The parties recognize that the change from a twice a week pick-up to a once a week pick-up will require ongoing adjustments to all routes over the next year. The City agrees to meet and confer with the Union over these adjustments. The objectives of these adjustments will be to create greater efficiencies, reduce costs, and distribute the workload as evenly as possible among the crews. The parties agree that the sanitation

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routes will remain on an incentive basis. However, the City and the Union agree that in order to treat all employees fair and equitable, the term incentive shall be redefined to mean employees workdays will be finished upon the completion of all sanitation routes on a given day.

(f) In the event the City elects to use City employees to provide services* currently done by outside contractors or services not currently being provided at all, the City retains its rights to revert back without negotiation to the status quo.

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(g) In the event the City elects to pick up condominiums utilizing City employees,* the parties agree that if the condos are picked up on a regular sanitation route, then the incentive shall apply. However, if the condos are picked up by “floaters” then the incentive shall not apply.

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ARTICLE IX **PROMOTIONS**

(a) All promotional vacancies and announcements of examination to fill them shall be posted on the bulletin boards for employees information provided for herein.

(b) When a vacancy exists in a position for which an examination is not customarily given, the City shall offer such vacancy to one of the three (3) employees in the same branch of the department in which the vacancy exists who have the highest seniority and are qualified to fill the vacancy. If that employee refuses to accept the job, it may be offered to one of the other two or to the employee with the next highest seniority and so on until the position is filled.

(c) When a vacancy exists in a position for which an examination is given, the position shall be filled in accordance with the Civil Service Rules and Regulations in force at the time when said vacancy exists. Provisional appointments shall last no longer than one hundred-eighty (180) days and Teamsters will be appointed to do Teamster work if there are qualified employees in lower ranks.

(d) When the City shall have declared that a vacancy exists and the Civil Service Commission shall have certified the persons eligible to fill such vacancy pursuant to Section (b) and (c) above, the vacancy shall be filled within thirty (30) days of such certification.

(e) An employee promoted to a higher rated classification shall be paid the rate in the higher classification for an employee with seniority equal to that of the promoted employee.

(f) Any employee assigned to a lower classification for any reason other than his own request, or lack of work in his own classification, shall receive no reduction in pay. Any employee assigned to lower classification as a result of lack of work in his own classification or at his own request, shall receive no reduction in pay for the first ten (10) consecutive days of continuous service in the new classification. He shall thereafter

receive the maximum rate for the new classification or shall retain his old rate, whichever is lower.

(g) The City will make available to employees who wish to take advantage thereof, at no cost to the employees, but on their own time, training to enable such employees to qualify for promotional opportunities.

ARTICLE X
LAYOFF AND RECALL

(a) In the event of the necessity to reduce the work force, the employee with the least seniority in the classification in the branch of the department where work must be curtailed, shall be laid off first, providing the department head decides he cannot use him in another classification. In the event an employee is involuntarily transferred from one bureau to another, he shall retain his seniority rights.

(b) Employees laid off under the provisions of the above paragraph shall have recall rights in the classification from which they were laid off or in any other classification in which they previously performed the work satisfactorily, in order of seniority.

(c) Recall rights shall continue for a period of two (2) years from the date of layoff or for a period equal to an employee's seniority at the time of layoff, whichever is shorter.

(d) The City agrees that during the term of this Agreement, no employee in the Collection Division will be laid off because of collection work being given to private collectors.

ARTICLE XI
SPECIAL HEALTH BENEFITS

The City will pay for two (2) injections: Flu, typhoid, diphtheria, poison ivy or similar injections appropriate to the nature of the work performed, for each employee in each year during the term hereof. Also, the City will provided chest x-rays for those employees who are exposed to excessive air pollutants which could affect the lungs.

The parties agree to meet and discuss the special health benefits section above for the purpose of identifying what annual injections and/or tests need to be added or removed to protect the workforce.

ARTICLE XII
SICK LEAVE

(a) Each regular employee shall be entitled to sick leave with full pay computed on the basis of one and one-quarter (1-1/4) days for each completed month of service. Except that the maximum accumulation of sick leave shall be 150 days and the City shall pay an employee at retirement on pension for one half (1/2) of his then accumulated sick leave, not to exceed seventy five (75) days, at his rate of pay immediately prior to such retirement. Upon death, an employee's estate shall receive pay for his full sick leave accumulation up to 30 days and, in addition, one half (1/2) of any accumulated sick leave over 30 days to a total maximum of ninety (90) days at his rate of pay immediately prior to death.

(b) Employees hired after July 1, 1997 during their first year shall receive twelve (12) days sick leave with pay computed on the basis of one (1) day for each completed month of service. Each year thereafter, employees will receive twelve (12) sick leave days per year, three (3) of which shall go into the Teamster Sick Leave Bank. Employees may apply for sick leave days beyond their personal bank in accordance with Section F below. There shall be no maximum accumulation for an employee's personal sick leave. Employees will receive no pay-out for unused sick leave.

(c) An employee who has contributed 30 sick days to the Sick Leave Bank will no longer be required to contribute three (3) sick days per year, except in the event that the employee has utilized days from the Sick Leave Bank. An employee who has utilized sick days from the Sick Leave Bank shall be required to continue, or resume, contributing sick days until the Sick Leave Bank has been reimbursed the same number of days utilized by the employee.

(d) Effective July 1, 2005: Once an employee has contributed 30 sick days, he/she shall receive twelve (12) sick leave days per year with the start of the fiscal year following the year he/she contributes the 30th sick day, except that an employee who is obligated to reimburse the Sick Leave Bank for days utilized shall receive sick leave in accordance with (a) above.

(e) No employee is eligible to use sick leave benefits until completion of their probationary period.

(f) Employees shall be required to furnish a certificate from an attending physician for all consecutive days of sick leave beyond three (3) days. Sick leave shall not be taken in advance before it is earned. Department heads reserve the right to have an independent physician examine any employee, at City expenses, claiming sick leave who, in his opinion, may not be entitled to same.

(g) The City acknowledges that all employees are subject to the Workmen's Compensation law of the State of Connecticut and are entitled to all benefits there under, subject to the provisions of Article XII, Section 2 through 9.

(1) The department shall keep a separate roster of the employees who have been injured while on duty. This roster shall be kept separate from the employees on sick leave.

(2) An employee who has a work related injury or illness shall file with the Public Works Department immediately or as soon as is practicable a Worker's Compensation claim pursuant to state law.

(3) An employee who has properly filed a worker's compensation claim and is unable to perform his/her normal job tasks shall be placed on Worker's Compensation leave for the period of his/her absence, while the claim is actively processed. By placing a member on Worker's Compensation leave, the City does not waive any rights it may have under the Connecticut Worker's Compensation Act.

(4) In order to receive compensation for a work related injury or illness, the employee is required to file a Worker's Compensation claim and to submit medical evidence of the injury or illness, inability to work, and a prognosis for return to work. No payment will be made for injured on duty in cases where no Worker's Compensation claim has been properly filed.

(5) An employee who is granted Worker's Compensation benefits shall receive his/her regular pay, including a shift differential, for the period of forty-five (45) days, as supplement of the wage benefits provided by state law. After the forty-five (45) days, the employee will only receive Worker's Compensation benefits.

(6) Any employee who is on extended sick leave or Worker's Compensation injury leave who has reached maximum improvement in the opinion of the network physician, is unable to perform all the duties of his job classification shall be terminated as an employee, but such termination shall not affect whatever rights he may have under the Worker's Compensation insurance carrier case evaluation and physician's diagnosis.

(7) The City may assign a member who is on Worker's Compensation leave to light or limited duty consistent with the finding of the Worker's Compensation insurance carrier case evaluation and/or the network doctor. In doing so, the City may temporarily change the employee's schedule and/or shift, for the duration of the light/modified duty.

(8) An employee's failure to file a Worker's Compensation claim, as set forth in paragraph (4) above, will result in absences being charged to sick time. If the absence subsequently determined to have been the result of a bonafide Worker's Compensation injury and claim, the days charged against the individual's sick bank will be restored.

(F) Teamster Sick Leave Bank

(1) The “sick leave bank” is established to be used to provide additional paid sick leave for extreme hardship cases due to personal illness and/or injury and are is not intended for casual use. Any employee hired before July 1, 1997, may contribute two (2) days of sick leave per fiscal year to the sick bank. Any day contributed shall be deducted from the contributing individual’s accumulation of sick leave. Employees hired after July 1, 1997, after completing their first year of service, will have three (3) of their twelve (12) annually allotted sick leave days assigned to the Teamster Sick Leave Bank. Only employees who contribute to the bank are eligible to participate.

(2) A committee shall be established consisting of two (2) persons designated by the Union and two (2) persons designated by the City. The Committee shall develop procedures for applying and granting of sick leave from the bank. The Committee shall (i) require a doctor’s certificate regarding the illness, (ii) limit to sixty (60) the number of days granted to any employee in any given fiscal year, (iii) consider the seriousness, nature, and projected duration of the illness or disability involved, and (iv) consider the applicant’s prior record of sick leave use.

(3) The granting of any sick leave days shall be by majority vote of the committee members. All votes shall be final.

(4) Any employee who has exhausted his or her sick leave may apply, in writing, to the Sick Leave Committee for a grant of sick leave from the sick leave bank. The number of days granted shall be determined by the committee, but shall not exceed thirty (30) days. A written request for a second thirty (30) day grant may be submitted; however, the total number of days granted may not exceed sixty (60) days in a fiscal year.

(5) In no case will an employee receive a sick leave donation when absent due to a work-related injury.

(6) Days from the sick leave bank may not be granted to employees who are permanently unable to return to work, as determined by medical evaluation.

(G) Employees must call-in and report absence due to illness to his/her immediate supervisor. Employees must call in prior to the scheduled start of his/her shift on each day that he/she is absent.

(H) All employees are covered by the City of Stamford Sick Leave Policy attached as Appendix B.

ARTICLE XIII
INSURANCE AND PENSION

SECTION 13.0 - Health Insurance

The City agrees to provide medical benefits to each individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement. An "eligible" employee is defined as an employee who works thirty-two (32) or more hours per week. Seasonal employees are not eligible for any health insurance. For new employees, the health insurance will be effective on the first of the month following the employee's date of hire, if the employee was hired on or before the 15th day of the month, otherwise, health insurance will be effective the first of the following month.

Prescription Drugs: Effective July 1, 2006:

In-Network co-pay	From	To
Generic	\$5	\$10
Preferred Brand (30 day max)	\$10	\$20
Non-Preferred Name Brand		\$30
Co-payment mail order (90 day supply)	\$5	\$10

SECTION 13.1 - Dental and Vision

The City will provide a PPO dental plan as follows:

<u>Co-insurance</u>		<u>Deductibles</u>	
Class A Expense	100%	Class A	None
Class B Expense	80%	Class B & C	\$50/\$100
Class C Expense	75%		
Orthodontics	50%	Orthodontics	None

Maximums

Annual Max	\$1,500/per covered dependent
Orthodontics	\$2,000 lifetime/per covered dependent

Effective July 1, 2006 Orthodontic \$2500 lifetime/per covered dependent

The City shall provide and pay for an optical plan, which shall yearly provide the following benefits for each employee and his/her dependents:

\$ 50.00	for eye exams
\$100.00	for eyeglass frames
\$ 45.00	for single lenses
\$ 75.00	for bifocal lenses
\$110.00	for trifocal lenses
\$225.00	for contact lenses (when medically prescribed)

Effective July 1, 2006 The City shall provide and pay for an optical plan, which shall yearly provide the following benefits for each employee and his/her dependents:

<i>Increase</i>	<i>From</i>	<i>To</i>
Eye exams	\$50.00	\$62.50
Eyeglass frames	\$100.00	\$125.00
Single lenses	\$45.00	\$55.00
Bifocal lenses	\$75.00	\$90.00
Trifocal lenses	\$110.00	\$135.00
Contacts	\$225.00	No increase
Progressive		\$125.00

SECTION 13.2 - Life Insurance

A. Effective July 1, 2006, the City will provide each employee with a term life insurance policy in an amount of Fifty-five thousand dollars (\$55,000) Dollars at no cost to the employee.

B. Each employee will be provided with an opportunity to purchase an additional fifty-five thousand dollars (\$55,000) worth of life insurance at a cost of .03 cents per week, per each thousand dollars of benefit

C. For employees who retired prior to the execution date of this contract, the City will provide and pay for a life insurance policy in the face amount of six thousand dollars (\$6,000) for each active employee, who elected to participate in the term life plan under a previous contract and who retired from the City. Effective July 1, 2001, in lieu of the six thousand dollar (\$6,000) insurance benefit, the retired employee's eligible beneficiary will receive a six thousand dollar (\$6,000) lump-sum pension bonus at time of death. Effective July 1, 2001, active employees are no longer eligible for such coverage upon retirement and may not enroll as a retired employee.

SECTION 13.3 -

A. Retiree Benefits

i. Pre Age Sixty-Five (65): The City will make available a P.O.S. insurance plan, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Classified Employee's Retirement Fund.

ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical, as outlined in the Summary Plan Description.

B. Retiree Costs

i. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.

ii. Cost Post 65: The retiree must pay two-thirds (66.66%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

Each employee, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Classified Employee's Retirement Fund (CERF).

SECTION 13.4 - Pension Benefits

A. Each employee shall be, and remain covered by the City of Stamford Classified Employees Retirement Fund, as described in Section C-7-30-1 through 11 of the Charter of the City of Stamford, as amended and revised, and as modified by the terms of this and previous collective bargaining agreements between the City and the Union, except for any employee who is eligible to be included in the Custodians and Mechanics Pension Funds.

B. The parties agree to consolidate the custodial and asset management of the CERF Plan with any of the following plans: the Police Pension Plan, the Fire Pension Plan and the Custodians and Mechanics Pension Plans (all as outlined in the Charter of the City of Stamford, amended and revised and modified by the terms of their respective collective bargaining agreements). In the event these services are consolidated, the savings generated will be split 50%-50% between the retirees and the City.

C. The cost of actuarial and associated administrative expenses for the CERF will be paid for by the Plan.

D. The provisions of the Classified Employees Pension Fund will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of continuous service.

E. An employee will be eligible for a disability pension provided he/she submits evidence satisfactory to the CERF Trustees that he/she has become totally and presumably permanently disabled from performing the job duties and functions outlined in the classification's job description.

F. Employee contributions to the CERF shall be as follows:

1. Effective July 1, 2002, employee contributions to the retirement plan will be permanently reduced to three percent (3%). Effective July 1, 2002, employees will contribute the three percent (3%), normally contributed to the CERF, to the City's "457 Deferred Compensation Plan". Employees must submit a signed "457 Employee Change Form" before June 1, 2002 to make an initial selection of a city plan. Employees who fail to make such selection shall be initially enrolled in the city plan designated by the parties.
2. The provisions of Section 1 above will continue until such time as the CERF plan funding levels fall below one hundred and twenty-five percent (125%), as determined by the plan actuary. In the event the CERF plan falls below the 125% funding level, employees shall be required to make contributions of three percent (3%) into the CERF and cease Section E(1) contributions.
3. Provided the City reaches agreement with one other bargaining unit who currently allows employees to contribute 3% to the City's 457 Deferred Compensation Plan in accordance with 13.4 (F)(2) to delete that provision, the Teamster will agree that:

Effective July 1, 2005, employee contributions to the retirement plan will be three per cent (3%), regardless of the pension funding level.

G. The Normal Retirement Date for employees covered by this agreement shall be age sixty (60) with at least ten (10) years continuous service to the City, or age fifty-eight (58) with at least fifteen (15) years continuous service to the City.

H. The reduction for early retirement under the CERF for employees covered by this agreement shall be reduced from the current fifty-five one hundredths (.55) of one (1) percent per month to twenty-five one hundredths (.25) of one (1) percent per month, for the first thirty-six (36) months prior to the normal retirement date. Any time beyond the first thirty-six (36) months shall be reduced by the current fifty-five one hundredths (.55) of one (1) percent per month.

I. Effective January 1, 1998, if not sooner, and provided the requirements under Section 414(h) of the I.R.C. are met, the City will "pick-up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.

J. Effective July 1, 1997 and continuing each year thereafter, the City will contribute to the CERF the amount actuarially necessary to fund the plan.

K. For an active member who has twenty-five (25) or more years of credited service, and thereafter dies from a non-service related cause, will have his/her spouse (if the spouse is the beneficiary) receive a death benefit calculated as if the member was eligible to retire as specified in Section C7-30-6(d) of the City Charter (which includes any applicable early retirement reductions), and as further amended through subsequent collective bargaining agreements.

L. Effective upon the ratification and execution date of the contract, the City may, in its sole discretion, offer employees, with vacation and/or sick leave banks, who are eligible for pay-out, the following options, upon retirement:

- a. Exchanging up to a total of One Hundred (100) vacation/sick leave days for additional pension credit. The calculation will be based on twenty-five (25) vacation/sick leave days equating to an additional one percent (1%) added to his/her pension, up to a maximum of four percent (4%). No pension will exceed the maximum of seventy percent (70%); or
- b. Exchanging vacation leave days for a one-time, lump-sum pension bonus, equating to the dollar amount calculated by multiplying the number of days vacation/sick leave times their daily rate at time of retirement.

The cost of this section will be borne entirely by the City of Stamford Classified Employees Retirement Fund (CERF).

In the event the City elects not to offer the above options, employees eligible for sick leave pay-out, will be paid out for his/her accrued sick leave in accordance with Section 7.2 above.

SECTION 13.5 Military Buy Back

A. Effective July 1, 2005, employees hired before July 1, 2005, who have served in the United States Military shall be given up to six (6) months to exercise an option to buy-back up to a maximum of three (3) years of their service time, credited under the city of Stamford Classified Employees Retirement Fund (CERF) and shall be allowed up to twenty-four (24) months to pay for such credited service. This option shall not be available to any employee who has previously exercised an option for military buy-back under CERF.

B. Newly hired employees shall also be eligible to the Military Buy Back option outlined in (1) above within six (6) months of their initial date of hire.

SECTION 13.6 - Employee Assistance Program

The City shall establish and maintain an Employee Assistance Program (EAP). The provisions of the current program regarding confidentiality shall be maintained.

SECTION 13.7 - Waiver of Medical, Dental and Vision Benefits

An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the calendar month following the written notice to reinstate such coverage. An eligible employee, who reinstates health benefits during the medical plan year, must reimburse the City the money received for waiving such insurance coverage. If lieu of a lump sum payment, an employee may elect to reimburse the City in equal weekly installments through payroll deduction, over a six (6) month period.

SECTION 13.8 - Employee Contributions

Effective July 1, 2005, Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis eight percent (8%) of the premium equivalent rate for single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage), respectively for the medical and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits. Effective January 1, 2006, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis nine percent (9%) of the premium equivalent rate for single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage),

respectively for the medical, dental, vision and prescription drug benefits effective July 1. Effective July 1, 2008, Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis ten percent (10%) of the premium equivalent rate for single, two-person (two [2] times single coverage), family coverage (two and one-half [2½] times single coverage), respectively for the medical and prescription drug benefits effective July 1

SECTION 13.9 - Administration of Benefits

The City will provide the medical, dental, vision and/or prescription drug benefits as set forth in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

SECTION 13.10 - Flexible Spending Accounts

The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to a maximum of \$5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax employee health insurance premiums to the extent allowed by law.

ARTICLE XIV
FUNERAL LEAVE

Employees shall be entitled to a funeral leave of five (5) working days at the time of the death of a spouse, parent, child, grandparent, or grandchild, brother or sister, and any relative permanently domiciled in the employee's household. An additional day may be granted for the purpose of travel at the discretion of the department head.

Three (3) working days at the time of the death of a mother-in-law, father-in-law, brother-in-law, or sister-in-law.

One (1) day at the time of the death of any other relative not domiciled in the employee's household.

ARTICLE XV
LEAVE OF ABSENCE

Regular employees, upon proper application, in writing, to and upon written approval by their respective department heads, may obtain a continuous leave of absence, without pay, for a period not to exceed four (4) months for good cause shown. At the expiration of such leave, the employee shall be reinstated in the service, without loss of any of his rights, unless the position is no longer available due to a budgetary reduction in staff.

Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be cause of dismissal. Leave of absences, without pay, however, will not be granted until after all the employee's accumulated annual leave has been exhausted and, if leave without pay is granted on account of sickness, until all of his accumulated sick leave has been exhausted. No annual leave or sick leave may be accumulated during a leave of absence without pay. Extensions of leave for additional four (4) month periods, may be granted by the Director of Human Resources, on proper application, in writing, and for good cause shown, but in no case shall the total period of time exceed two (2) years.

Family and medical leave requests shall be governed in accordance with the federal Family and Medical Leave Act. The City is not responsible for providing health insurance benefits beyond that required by law. Employees requesting leave, under the FMLA, for medical purposes (their own or a family member designated under the FMLA), or for the birth/adoption of a child, must use all accrued paid leave time (vacation, sick and personal) prior to receiving leave without pay. Such time shall be counted towards the twelve (12) weeks allowed under the FMLA.

ARTICLE XVI
MILITARY LEAVE

A permanent classified employee who is a member of the military or naval forces of the State of the Nation, shall be entitled to all benefits and privileges granted by existing and future laws. No annual leave or sick leave which the employee may have accumulated shall be lost or lapsed because of military leave.

ARTICLE XVII
MISCELLANEOUS

(a) Employees working at the incinerators shall be allowed a fifteen (15) minute wash-up time for lunch and fifteen (15) minutes at the end of the day's work. All employees shall be entitled to two (2) coffee breaks per day, subject to reasonable rules and regulations to be established by the department.

(b) The City agrees to inspect its motor vehicles once every six (6) months, and no employee shall be required to drive a vehicle which is defective in its operation.

(c) The City shall supply first aid kits for each truck and drawers for heavy rain gear where feasible.

(d) Nothing in this Agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act (ADA).

(e) Copies of the CDL Regulations will be on file at the Teamster Union office as well as each Division Manager's office.

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(f) The Supplemental Agreement between the parties concerning the E. Gaynor Brennan Golf Course "seasonal" personnel is incorporated into this agreement and is attached hereto as Appendix C.

(g) The parties recognize that certain work tasks of a similar nature exist in both the Teamsters union and Local 2377 Of the International Union, United Automobile, Aerospace & Agricultural Implement Workers of American-("UAW"). Further, the parties recognize that these tasks or assignments may from time to time be more efficiently completed by an employee of another bargaining unit and vice versa. Therefore, the parties agree that the City shall have the right to assign this work, on a temporary basis, across jurisdictional lines to create a more efficient operation.

ARTICLE XVIII
PROBATIONARY PERIOD

(a) No initial appointment or employment in any position shall be deemed final until after the expiration of a period of six (6) months probationary service. No promotion shall be deemed final until after the expiration of a period of three (3) months probationary service. Each such period referred to above, shall include periods of paid leave or vacation. During the probationary period of any employee, he shall be entitled to all benefits of this Agreement not including medical and insurance benefits which require a waiting period, except that the City in his sole discretion may terminate the employment of any new employee or return any promoted employee to his former position, if during the period, upon observation and consideration of his performance of his work, the City shall deem him unfit for such appointment and such action shall not be subject to arbitration hereunder.

(b) Once an employee has passed his probationary period, he shall not be required to live within the City of Stamford but shall only be required to live within one half (1/2) hours' driving time from the place where he customarily reports to work.

ARTICLE XIX
CLOTHING AND TOOL ALLOWANCE

(a) The City shall furnish protective clothing to all employees engaged in work in the sewers and rain gear for outside workers who will be responsible for rain gear when issued, and such gear will be replaced when needed.

(b) Each employee who is required by the City to supply his own hand tools to perform the work assigned to him shall receive as a tool allowance for the purchase of such tools the sum of \$360.00 for the contract year.

(c) The Public Works Department shall furnish gloves and at least one (1) pair of safety shoes each contract year to employees assigned to the incinerator. The Public Works Department shall furnish at least one (1) pair of safety shoes each contract year to employees assigned to regular collections and to the operators of the educators and mechanical sweepers. The Union and the City may agree which other employees should be provided safety shoes and/or protective glasses.

(d) Violations Officers, when required by the City to wear uniforms, will receive a uniform allowance of \$400.00 per contract year on or before September 1st of each year for the prior year. Violations Officers, wearing Police uniforms, will receive an additional \$400.00 (\$800.00 total) per contract year on or about December 1 of each contract year for the maintenance of their special police uniforms. Effective July 1, 2002, Violations Officers will receive a uniform allowance of \$500.00 per contract year on or before September 1st of each year for the prior year. Violations Officers wearing Police uniforms will receive an additional \$900.00 (\$1300.00 total) per contract year on or about December 1 of each contract year for the maintenance of their special police uniforms.

Any new employee shall be paid such allowance on a pro-rata basis for the time from the completion of the probationary period to the following July 1st, payable on the next September 1st.

(e) Highway, Vehicle Maintenance, Sanitation, WPCA, Uniforms provided by the City for each man as follows:

Two (2) jackets, seven (7) long sleeve shirts, seven (7) short sleeve shirts, seven (7) pairs of trousers, one (1) pair of safety shoes, rain gear, and safety gloves provided as needed each year.

Uniforms will be picked up each week for cleaning and replaced, enabling each employee to have a clean uniform on hand for each day of the week.

ARTICLE XX
ACCESS TO JOBS, RECORDS, AND TIME RECORDS

Authorized representatives of the Union shall have free access to the City's establishments or any job site where employees subject to the terms of this Agreement are employed during working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to.

ARTICLE XXI
UNION LEAVE

(a) The Chief Steward or the Union Steward in charge of that section of the department in which an employee having an individual grievance is employed, shall have time off, with pay, to discuss and negotiate such grievance with the employee's supervisor or with the Director of Operations or his/her designated representative.

(b) Not more than three (3) Union Stewards shall have time off, with pay, to discuss any grievance of general application to all employees with the Director of Operations or his/her designated representative or to attend any arbitration hearing. The bargaining teams shall not exceed five (5) people for either side.

ARTICLE XXII
BULLETIN BOARDS

The City agrees that it will provide suitable bulletin boards in conspicuous places where the employees are employed for the posting of information of interest to employees subject to this Agreement.

ARTICLE XXIII
CITY PREROGATIVES

Except as herein provided for, the City shall have the sole and exclusive right to determine all matters affecting the operation of the department, including, but not limited to, the right to direct and control the working force, the right to hire and make transfers for any cause which, in the judgment of the Director of Operations may affect the efficient operation of the department and the City's decision in all such matters shall not be subject to contest or review by the Union or any employee.

ARTICLE XXIV
NO STRIKE PROVISION/DISCIPLINARY PROCEDURE

(a) The City has recognized the Union as the bargaining agent because of the Union's representation and agreement hereby that it does not and will not claim or exercise the right to strike to attain its ends and the Union specifically agrees that it will not cause, engage in, or sanction a strike, slow-down, or boycott or any picketing practices in any matter involving the City or the provisions of this Agreement. The City on its' part, agrees that it will not lockout its' employees, and that in the event of arbitration of any dispute involving an employee, the arbitrator may award reinstatement and order reimbursement of lost wages or order any other remedy he may consider appropriate. The foregoing shall not be deemed in derogation of but in addition to any prohibition against strikes provided for by Public Law 159, Laws of 1965, or by any other statute or provision of law.

(b) The City of Stamford believes in a fair and progressive disciplinary process. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infractions for which the disciplinary action is being applied.

Disciplinary action shall normally include:

- (1) Oral warning
- (2) Written warning
- (3) Suspension without pay
- (4) Discharge

The parties agree that the disciplinary process outlined above supersedes and replaces all disciplinary procedures set forth in the Civil Service, Personnel Procedures.

ARTICLE XXV **GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance arising between the City and the Union or any employee, shall be settled in the following manner:

(a) Step 1: The aggrieved employee and/or Union Steward shall attempt to adjust the grievance with the employee's immediate supervisor (see Appendix D) within ten (10) working days after the grievance arose.

(b) Step 2: If a satisfactory adjustment of the grievance is not affected with such immediate supervisor, the employee and/or the Union Steward shall submit a statement of the grievance, in writing giving a brief explanation of the facts giving rise to the grievance, to the Director of Human Resources, or his/her designee and the Director of Operations, or his/her designee jointly, specifying the nature of the grievance and the section of the contract claimed to have been violated, within two (2) working days after meeting with the supervisor. The employee and the Union's Business Representative or the Union Steward, shall then take the grievance up with the Director of Human

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Resources, or his/her designee and the Director of Operations, or his/her designee, or the person designated by them to act on such grievance, and a decision thereon shall be given to the Business Representative within ten (10) working days after termination of this meeting, in writing.

(c) If any dispute shall arise between the Union and the City in connection with the construction, interpretation, validity, or performance of this Agreement, the matter shall be discussed at the request of either party between the Union's Business Representative and the Director of Human Resources, or the person designated by him to act with respect to such dispute within ten (10) working days after the dispute shall have arisen, who shall endeavor to agree upon a disposition thereon. Any dispute not settled as herein provided shall be submitted to the Connecticut Board of Mediation and Arbitration.

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(d) At the request of the City or the Union, any grievance not settled as the result of the procedure provided for above shall be submitted to the Connecticut Board of Mediation and Arbitration, within twenty (20) working days after meeting with the Director of Human Resources and Director of Operations, or their designees, who shall hear the grievance according to its rules and regulations. The findings, decision, or award of the Board shall be final and binding upon the City, the Union, and the employee(s) and may be enforced by proper action in any Court of competent jurisdiction.

(e) The procedures set forth herein for settlement of grievances and/or the review of disciplinary action shall be the exclusive method of settlement of grievances and/or reviewing disciplinary action.

ARTICLE XXVI **TRAINING FUND**

The City agrees to allocate \$20,000 annually to a training fund. The fund will be administered by two (2) representatives from the Union and two (2) representatives from the City. Requests for training must be approved by a majority vote of the committee. Training requests shall be approved on the basis that the training will allow the employee to enhance his/her current skills or proficiency and enable them to enhance their job performance, or provide skills enhancement that will directly assist their ability for promotional opportunities.

ARTICLE XXVII **DRUG AND ALCOHOL TESTING**

(a) Commercial Drivers License

1. The first positive test will result in a three (3) day unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as

a condition of continued employment. The employee shall also be subject to all the requirements of the Federal Regulations regarding follow-up drug and alcohol testing.

2. If the employee tests positive for a second time, the employee shall be suspended for five (5) days, be demoted to a laborer, and be reevaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing. The employee shall not be eligible for any promotion or assignment that would require the employee to drive.

3. If an employee tests positive for a third time, the employee shall be terminated.

4. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.

5. If the employee has not had a further violation of this nature for a period of five (5) years from the original discipline, then the employee's previous discipline shall not be used against him or her after that point in time.

6. If the employee refuses to take the test or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

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(b) City Drug and Alcohol Testing

The City of Stamford and the Teamsters Local #145 recognize that illegal use of drugs and abuse of alcohol are a threat to the public welfare and a safe work environment. Moreover, it is understood that illegal drug use and alcohol abuse severely lowers productivity and quality of work performed. Therefore, the parties agree to take necessary steps to eliminate illegal drug use and alcohol abuse. As the initial goal of this Drug and Alcohol Testing Policy, and in order to facilitate rehabilitation, the City shall provide assistance towards rehabilitation for any member who seeks such assistance from the City in overcoming an addiction to, dependence on, or problem with drugs and/or alcohol.

1. Random or mass testing is prohibited except for probationary employees.

2. All employees shall report to their places of employment fit and able to perform their required duties and shall not by any improper act render themselves unfit for work.

3. Testing shall only occur if reasonable suspicion to believe an employee is under the influence of illegal drugs, alcohol or chemical substance while on duty. For purposes of this section, reasonable suspicion shall be defined as the quality of proof or evidence that is more than a mere hunch but less than probable cause and must be based on specific objective facts and any rationally derived inferences from those facts about

the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using illegal drugs or abusing prescribed drugs or alcohol while on work time.

4. In the event that testing occurs:

A. Said testing shall be conducted by an independent medical laboratory which is not associated with the City and said laboratory shall be required to maintain all information as required by law.

B. Each testing sample shall be split in order that a portion of the sample can be retained to be independently tested if requested by the employee to verify the results of the first test. If the sample is not split and a portion retained for use by the employee, the results of the first test shall not be valid.

C. If the employee refuses to submit to the test, the test result shall be deemed "positive" and appropriate action, up to and including termination, will be taken.

D. The results, if positive, will be forwarded to the Medical Review Officer who shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual's medical history, or a review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

E. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Department Head will be notified, and kept informed of the employee's status. The type of treatment and the length of the program shall be determined jointly by the Director of the City's Employee Assistance Program and the facility providing the care. Any and all costs incurred above and beyond that which is covered by the employee's insurance policy shall be paid for by the City.

F. Rejection of treatment, or failure to complete all aspects of the program, including attendance to all follow-up maintenance meetings shall subject the employee to termination

5. If as a result of said test it is determined that an employee is under the influence of illegal drugs, alcohol or illegal chemical substance while on duty, the following will occur:

A. The first positive test will result in a three (3) day unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the

requirements of the program as a condition of continued employment. The employee shall also be subject to all the requirements regarding follow-up drug and alcohol testing.

B. If the employee tests positive for a second time, the employee shall be suspended for five (5) days, be demoted to a laborer, and be reevaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol tasting. The employee shall not be eligible for any promotion or assignment that would require the employee to drive.

C. If an employee tests positive for a third time, the employee shall be terminated.

6. If an employee voluntarily admits he/she has a problem, and such admission is not the result of an impending test, the employee will be referred to EAP with no disciplinary action. The employee shall be covered by the provisions of Section D(6) above.

7. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.

8. Any employee who seeks treatment for any drug or alcohol problem, shall be required to use all accrued sick leave. In the event they exhaust sick leave, they can use any other accrued leave time, while seeking treatment for such condition. Upon successful completion of treatment and a written statement to that effect to the Department, the employee shall be returned to active status without reduction in pay or seniority.

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ARTICLE XXVIII
REOPENER FOR ATTENDANCE INCENTIVE/CORRECTIVE ACTION
PROGRAM

_____The parties agree to reopen the Agreement with thirty (30) days written notice on or about October 1, 2005, for the sole purpose of negotiating the creation of an incentive program(s) and/or corrective action programs related to sick leave usage. Any agreement is subject to ratification by the Teamsters members. Should the parties reach impasses or the membership fail to ratify any agreement reached, the parties shall submit the issue to interest arbitration.

ARTICLE XXIX
DURATION AND SCOPE

(a) This Agreement shall go into effect on July 1, 2003 or by operation of law. If approved after July 1, 2003, the provisions hereof providing for a wage increase shall be retroactive to July 1, 2003.

(b) It is understood and agreed that all matters subject to Collective Bargaining between the parties have been covered herein and that it may not be opened before said date for change in its' terms or additions of new subject matter.

(c) This Agreement shall remain in full force and effect to and including June 30, 2009. Either party wishing to renew, amend, or modify said contract must so notify the other party, in writing, accompanied by proposals for renewal or modification no more than one hundred fifty (150), nor less than one hundred twenty (120) days prior to the expiration date of June 30, 2009.

(d) The parties agree that after the receipt of such proposals, they will promptly enter into negotiations with respect to the renewal or modification of this Agreement with the objective of completing the same as soon as possible.

(e) In the event any provision of this Agreement should be rendered inappropriate or unenforceable by Federal or State laws enacted subsequent to the effective date, such provision will be null and void and the parties will promptly meet to negotiate new language, if appropriate. In such event all other provisions in this Agreement will remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written. The undersigned hereby agree that this Contract is the official Agreement between the City of Stamford and Teamsters Union Local #145.

Signed the ____ day of _____, 2005.

FOR TEAMSTERS UNION LOCAL #145

THE CITY OF STAMFORD

Dannel P. Malloy, Mayor

Michael O'Malley
President/Business Agent

Dennis C. Murphy
Director of Human Resources

Appendix A
Teamster Pay Ranges

Effective July 1, 2001

FY 2001/02	3%					
<u>Grade</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
T-10		\$ 16.6123	\$ 16.8826	\$ 17.2856	\$ 17.6882	
T-12		\$ 17.3949	\$ 17.7528	\$ 18.1590	\$ 18.5621	
T-12 (EO-III)		\$ 17.7528	\$ 18.1590	\$ 18.5621	\$ 18.9749	
T-13		\$ 17.5974	\$ 17.9559	\$ 18.3610	\$ 18.8092	
T-15		\$ 18.3185	\$ 18.6749	\$ 19.1697	\$ 19.7067	
T-17		\$ 19.0344	\$ 19.3954	\$ 19.9328	\$ 20.4728	
T-18A		\$ 22.5508				
T-19A		\$ 23.6231				
T-20		\$ 20.9949	\$ 22.3451	\$ 23.3185	\$ 24.3374	\$ 25.4092
T-21		\$ 21.8969	\$ 23.3185	\$ 24.2846	\$ 25.4082	\$ 26.5267

Effective July 1, 2002

FY 2002/03	3%					
<u>Grade</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
T-10		\$ 17.1108	\$ 17.3892	\$ 17.8041	\$ 18.2190	
T-10L		\$ 17.1749	\$ 17.4533	\$ 17.8682	\$ 18.2831	
T-12		\$ 17.9169	\$ 18.2856	\$ 18.7036	\$ 19.1190	
T-12 (EO-III)		\$ 18.2856	\$ 18.7036	\$ 19.1190	\$ 19.5441	
T-13		\$ 18.1892	\$ 18.5585	\$ 18.9759	\$ 19.4374	
T-15		\$ 18.8682	\$ 19.2349	\$ 19.7446	\$ 20.2979	
T-17		\$ 19.6056	\$ 19.9774	\$ 20.5308	\$ 21.0872	
T-18A		\$ 23.2272				
T-19A		\$ 24.3318				
T-20		\$ 21.6246	\$ 23.0154	\$ 24.0179	\$ 25.0677	\$ 26.1713
T-21		\$ 22.5538	\$ 24.0179	\$ 25.0133	\$ 26.1703	\$ 27.3226

Appendix B

City of Stamford Sick Leave and Attendance Policy

I. Purpose

The City and its employees recognize the obligations associated with providing the very best public service to the citizens of Stamford. Individuals that abuse sick leave create a negative image of public employees and reduce productivity in the workplace. This policy is intended to set minimum attendance standards for all employees, without placing an undue hardship on the City, the individual employee or the citizens of Stamford.

II. Definitions

- A. "Sick Day" - an absence from work due to:
 - 1. personal illness or injury that makes an employee unable to perform his/her job; or
 - 2. illness or injury of a spouse or child that requires medical attention and/or care by the employee.
- C. "Tardiness" - an occurrence of arriving to work later than fifteen (15) minutes from the employee's regularly scheduled work time.
- D. "Unexcused Absence" - any occurrence where:
 - 1. a physician's note is required and not provided for any absence;
 - 2. an employee does not call-in the absence in accordance with the call-in policy; or
 - 3. an occurrence where an employee has exhausted his/her sick leave allotment/accumulation (i.e. the employee is not being paid for the absence or portion of the absence).

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III. Criteria

- A. For the purpose of this policy excessive sick leave is defined as:
 - 1. pattern of sick leave occurrences immediately preceding or following a weekend;
 - 2. pattern of sick leave occurrences preceding or following a holiday;
 - 3. any other pattern of occurrences;
 - 4. habitual tardiness in excess of three in any calendar year;

This system is designed to make employees aware of the ramifications of sick leave abuse and to provide the City with a fair and equitable disciplinary process for sick leave abuse, thus avoiding favoritism among employees.

Appendix C
SUPPLEMENTAL AGREEMENT

(1) This Agreement is a supplement to the existing Collective Bargaining Agreement between the City of Stamford and Teamsters Local #145, International Brotherhood of Teamsters, AFL-CIO and sets forth the terms and conditions of employment for individuals employed as E. Gaynor Brennan Golf Course “seasonal” personnel. This Agreement shall cover the classifications of work referred to in Article I, Recognition, of the existing Collective Bargaining Agreement that have been traditionally designated as “seasonal”. Specifically:

Laborer/Seasonal
Small Equipment Technician/Seasonal
Ranger/Seasonal
Cashier/Seasonal

(2) Such seasonal personnel employed full or part-time for a period of less than one hundred twenty (120) calendar days in a calendar year will not be covered by this Supplemental Agreement (Municipal Employee Relations Act Section 7-467 (2) and (3).

(3) It is recognized and agreed by the parties that it is the nature of work at E. Gaynor Brennan Golf Course, as well as the desire of individuals to continue to be scheduled for employment on a seasonal basis, consistent with tradition and past practices, for periods in excess of one hundred twenty (120) days in a calendar year, but for less than twelve (12) months in a calendar year (vs. the work schedules for regular full time personnel); Therefore, the following terms and conditions of employment are established:

a. E. Gaynor Brennan Golf Course/seasonal personnel (Golf Course Seasonal) may be hired for up to ten (10) months in a calendar year.

b. The Union will be promptly notified in writing by the Personnel Department of the names, classifications of work and date of hire of such individuals. Similar notice will be provided at the time of such individuals layoff for lack of work; Layoff at the end of the seasonal period, termination, discharge or removal from the payroll for other reasons.

c. Golf Course seasonal individuals covered by this Supplemental Agreement will also be covered by Article II and Article XV of the existing Collective Bargaining Agreement between the City of Stamford and Local #145, International Brotherhood of Teamsters, AFL-CIO.

d. Golf Course seasonal personnel will have a thirty (30) day probationary period and will accumulate seniority from date of hire.

e. Layoffs will be made in reverse order of seniority within the individual's classification of work.

f. Golf Course seasonal personnel will be recalled to work for the following year's seasonal work schedules in order of seniority by classification. Such recall rights will exist when the individual's accumulated seniority exceeds the time off the payroll.

g. Golf Course seasonal personnel will be given preference over new hires for placement on regular full time classifications of work for which they are fully qualified, covered by Article I of the existing Collective Bargaining Agreement between the City of Stamford and Teamsters Local #145.

h. The rates of pay for the classifications of work covered by this Agreement will remain in effect at the current rates as of the effective date of this Supplemental Agreement. Any adjustment in these rates will be negotiated and agreed to by the parties separate and apart from any negotiated general wage increases granted to regular full time employees. Specific existing wage rates are as follows:

Effective July 1, 2002, the wage rate ranges for the following seasonal classifications:

Golf Course Aide
Starter/Cashier

Are set forth below, effective upon the execution date of the contract:

	Cashier/Starter	Ranger	Laborer/Gold course Aide
Year 1	\$11.00	\$10.00	\$10.00
Year 2	\$12.25	\$11.00	\$11.25
Year 3	\$13.50	\$12.00	\$12.50
Year 4	\$14.50	\$13.00	\$13.75
Year 5	\$16.00	\$14.00	\$15.00

Active seasonal employees who have employed for two (2) consecutive years as of July 1, 2005 shall be eligible for retroactive increases from July 1, 2003.

Employees will be slotted on the scale as follows:

- Employees who earned \$ 8.50 last season will be slotted at Year 2
- Employees who earned \$10.00 last season will be slotted at Year 3
- Employees who earned \$13.00 last season will be slotted at Year 5

The wage rates for temporary personnel at the E. Gaynor Brennan Golf Course, as provided above, are for the life of this Agreement. The City shall have the right to hire seasonal employees up to the year 3 rate.

Except as otherwise provided, employees working in excess of a normally scheduled seven and one-half (7½) hour day or thirty seven and one-half (37½) hour week shall be compensated for all such hours (except time of brief duration to complete tasks in process) at one and one-half (1½) times regular straight time rates.

All employees shall be compensated at one and one-half (1½) times their regular straight time rates for all hours worked on any holiday referred to below, in addition to the regular compensation for the holiday as such. Except for New Year's Day, Thanksgiving Day, Christmas Day, the employee must actually work the day of the holiday in order to be compensated at the rate of one and one-half (1½) times the regular straight time rate for all hours worked:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve after 12:00 noon
	Christmas Day

Employees shall normally be entitled to at least three (3) days prior notice of any holiday on which they will be required to work.

This Supplemental Agreement sets forth in full, the terms and conditions of employment for Golf Course seasonal personnel.

Appendix D
LIST OF SUPERVISORS FOR GRIEVANCE PROCEDURE

For the purposes of defining “immediate supervisor” in Article XXV, the parties acknowledge the following:

Water Pollution Control – Administration Manager
Highways - Supervisor of Highways
Sanitation /Recycling - Supervisor of Solid Waste
Vehicle Maintenance - Fleet Manager
Traffic & Parking - Traffic and Parking Supervisor
E. Gaynor Brennan Golf Course - Superintendent of Greens

The parties agree that the City reserves the right to change the list provided the Union is given written notice of the change.

**EXHIBIT
HEALTH INSURANCE GRID**

BENEFITS SUMMARY DESCRIPTION

The Open Access POS offers you the opportunity to use either Health Net network or non-network health care providers each time you seek medical care, and still receive benefits for covered services.

Open Access POS gives you a powerful new choice. You can work within the Health Net provider network (there are thousands of participating physicians and dozens of hospitals in the Tri-State network) or "opt out" choosing a provider not affiliated with Health Net. Care delivered both within and outside the network is recognized as a managed care benefit. Outside the network, care is subject to deductibles, coinsurance, and claim forms typical of indemnity plans.

Out-of-Network Providers:

- Participant deductible, per calendar year \$200.00
- Family unit deductible, per calendar year \$400.00

In-Network Copayment Maximum: All of your in-network copayments will be applied to the annual in-network copayment maximum of \$400 per participant or \$800 per family per calendar year exclusive of prescription drug benefit.

Out-of-Network Benefits: When using Out-of-Network benefits Prior Authorization is required for all inpatient admissions and certain outpatient procedures. To obtain Prior Authorization, please contact the Health Net Customer Service Department at 1-800-205-0095. A flat penalty of 50% of the initial \$10,000.00 of covered expenses of the cost of the case per each non-certification occurrence is applicable to Out-of-Network reimbursement when the participant does not complete the Prior Authorization process.

General Exclusions: You are not covered for physical exams for employment, insurance, school, premarital requirements or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectables dispensed by a physician in his or her office; dental services including oral surgery (unless services required as a result of an accident); routine eye exams (no illness or injury diagnosed), eyeglasses, or contact lenses; hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; injury or sickness caused by war or service in the armed forces; services of a person who is a member of your immediate family; services of a person who resides in your home; services of volunteers or persons who do not normally charge for their services; services given by a licensed pastor counselor or member of congregation provided in course of normal duties; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

Health Net will not duplicate any benefits to which members are entitled under Workers' Compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. If you have any questions, please call the Health Net Customer Service Dept. at 1-800-205-0095.

Please Note: For any services listed for which a visit or dollar limit is indicated, In-Network and Out-of-Network Services count collectively toward the limit.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Benefit Costshares		
	\$10 office visit copayment \$100 hospital admission copayment Out-of-pocket maximum: \$400 ind. /\$800 fam.	Deductible: \$200/\$400 Coinsurance: 80% of first \$5,000 Out-of-pocket maximum: \$1,200 ind. /\$2,400 fam.
Out of pocket maximum exclusive of prescription drug benefit charges, excess R&C*, non covered services, and supplies and charges in excess of maximum visits.		
Preventive Care		
Pediatric Well Care, including immunizations (See page 37)	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Monthly - birth to 5 months of age Every other month - 6 months to 11 months of age Every 3 months - 12 months to 23 months of age Every 6 months - 24 months to 35 months of age Once per calendar year - age 3 through age 17	
Adult Routine Physical Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Every 3 calendar years - age 18 to 29 Every other calendar year - age 30 to 49 Every calendar year - on or after age 50	
Gynecological Routine Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Once per calendar year In addition - as medically necessary	
Mammographic Services	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Age 35 to 39 - one baseline mammography Age 40 and over-once every calendar year or as medically necessary	
Hearing Examinations	\$10 copayment	Subject to deductible, coinsurance, and R&C
Medical Services		
Medical Office Visit	\$10 copayment	Subject to deductible, coinsurance, and R&C
Outpatient - Occupational, Physical and Speech Therapy	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Combined 30 visit maximum per calendar year	

* R&C - Reasonable and Customary Allowance

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Chiropractic Therapy	\$10 copayment	Subject to deductible, coinsurance, and R&C
	30 visit maximum per calendar year	
Allergy Services	\$10 copayment Allergy shots including bee venom extract Office visit and allergy shots combined subject to one copayment	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray and Chemotherapy Services	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Inpatient - Medical Services	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Surgery Fees	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Office Surgery	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	

Mental Health and Substance Abuse	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital Psychiatric Biologically Based	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Mental Health Biologically Based	\$10 copayment	Subject to deductible, coinsurance, and R&C
Inpatient Hospital Psychiatric Non-Biologically Based	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	60 Inpatient day maximum or substitution for 120 partial hospitalization days per calendar year	
Outpatient Mental Health Non-Biologically Based	\$20 copayment	50% R&C
	30 Outpatient Visits per calendar year	
Inpatient Hospital Substance Abuse and / or Alcoholism	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Substance Abuse and / or Alcoholism	\$10 copayment	Subject to deductible, coinsurance, and R&C
	Combine inpatient and outpatient maximum of 45 days per calendar year	
Emergency Care		
Emergency Room	\$50 copayment Waived if admitted	\$50 copayment Waived if admitted
After Hours Urgent Care Center	\$10 copayment	\$10 copayment
Walk-In Center	\$10 copayment	\$10 copayment
Ambulance	100% of covered expenses	100% of covered expenses
	When determined medically necessary	

Biologically-based mental illnesses include: Schizoaffective Disorder, Major Depressive Disorder, Bi-Polar Disorder, Paranoia and other Psychotic Disorders, Obsessive-Compulsive Disorder, Panic Disorder, Pervasive Development Disorder, or Autism.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital		
General/Medical/Surgical/ Maternity (semi-private)/ Intensive Care	100% of covered expenses \$100 copayment per admission	Subject to deductible, coinsurance, and R&C
	Subject to non-emergency precertification	
Ancillary Services (medication, supplies)	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Outpatient Hospital		
Outpatient - Surgery, Facility Charges	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Pre-Admission Testing	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Other Services		
Rehabilitation	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	45 day maximum or substitution for hospitalization	
Skilled Nursing Facility	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	60 day maximum per calendar year	
Hospice	100% of covered expenses	100% of covered expenses
	Individuals with life expectancy of 6 months or less	
Durable Medical Equipment	80% coinsurance	50% coinsurance
	\$10,000 maximum per calendar year	
Prosthetics	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	\$5,000 maximum for prosthetic Calendar year replacement parts maximum \$500	
Home Health Care	Covered 100% of covered expenses with prior approval	Subject to deductible, coinsurance, and R&C

Prescription Drugs	\$5 Generic \$10 Preferred Brand (30 day max) \$5 mail order (90 day supply) no max Effective July 1, 2006 \$10 Generic \$20 Preferred Brand (30day max) \$30 Non-Preferred Brand \$10 mail order (90-day supply)	Emergency pharmacy services only
Dependent/Student Eligibility	Child to age 19 Child to age 23 if full time student	