AGREEMENT

between

The City of Stamford

and

Stamford Public Health Dental Hygienists Union
Local #1303-273, AFSCME Council #4, AFL-CIO

July 1, 2011 - June 30, 2014

AGREEMENT made and entered into between the **CITY OF STAMFORD** (hereinafter referred to as the City), and **STAMFORD PUBLIC HEALTH DENTAL HYGIENISTS UNION LOCAL 1303-273 OF CONNECTICUT COUNCIL #4, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)** (hereinafter referred to as the Union):

WITNESSETH

ARTICLE I
RECOGNITION

The City recognizes and acknowledges that the Union is the exclusive bargaining agent with respect to wages, hours and working conditions of all Dental Hygienists and Public Health Case Managers employed by the City hereinafter referred to as employees, except supervisors, part-time and temporary employees.

ARTICLE II
UNION SECURITY

A. Every employee hired after the effective date of this Agreement shall become a member of the Union as a condition of continued employment. All such employees and all present employees who are members of the Union on the effective date 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 dues for the term of this Agreement.

B. The City shall deduct Union dues from the earned wages of each employee in such amount as determined by the Union, provided that no such deductions shall be made from any employee's wages except when authorized by them in writing. All sums so deducted shall be sent quarterly to the Union office with a record of the amount and the names of those for whom deductions have been made.

C. The City shall furnish each member of the Union with a copy of 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.

ARTICLE III
HOURS OF WORK

A. The normal work week and regularly scheduled hours of employees shall be seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday.

B. Employees shall be required to work a total of 182 days per school year.

ARTICLE IV
WAGES

A. The wage rates and effective dates for all employees shall be set forth in the appendix entitled "Salary Schedules" attached hereto and made part of this Agreement (Appendix A).

1. Effective and retroactive to July 1, 2011, the wage rates in effect on June 30, 2011 will be increased by zero percent (0%).

2. Effective July 1, 2012, the wage rates in effect on June 30, 2012 will be increased by one and a half percent (1.5%).

3. Effective July 1, 2013, the wage rates in effect on June 30, 2013 will be increased by two and a half percent (2.5%).

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. Those employees on authorized leaves of absence without pay on either the execution date or a subsequent date of increase shall receive increases or retroactive payments within thirty (30) days of the employee's return to active pay status.

B. An employee who works in excess of her regular work day or work week or Saturday as such, will be paid one and one-half (1-1/2) times her regular straight time rate of pay for all such work. An employee who works on Sunday or on any day which is designated as a school holiday will be paid two (2) times her regular straight-time rate of pay for all such work.

C. Each employee covered by this Agreement shall receive longevity in accordance with the following schedule:

After the tenth (10th) anniversary of employment	$350.00
After the fifteenth (15th) anniversary of employment	$450.00
After the twentieth (20th) anniversary of employment	$550.00
After the twenty-fifth (25th) anniversary of employment	$700.00

Effective July 1, 2001, longevity payments will be made lump-sum during the month of December each year. Longevity will continue to count towards the employee's pension in calculating base salary. 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).

D. Each employee who has, or obtains hereafter, the equivalent of three (3) full years of credits towards a B.S. degree from any accredited university, shall receive in addition to the wages provided for in paragraphs A, B, and C hereof, the further lump sum payment of Five Hundred Dollars ($500) per year; each employee

who has or obtains hereafter a B.S. degree from such university shall receive a lump sum payment of Six Hundred Dollars ($600) per year; and each employee who has or obtains hereafter a Master's degree from such university shall receive a lump sum payment of One Thousand Dollars ($1000) per year. In-service educational credits shall be included in the credits to be counted towards the three (3) year requirement referred to above to the extent that such credits are accepted by a university which the employee is attending or has attended, as counting towards the granting of the B.S. degree.

Effective July 1, 2001, education payments will be removed from the employee's base hourly rate and will instead be paid lump sum annually in the month of December. Education incentive payments will continue to count towards the employee's pension in calculating base salary. Any change in educational degree level which results in a higher dollar stipend will go into effect in the following December. Education payments under this section will continue to count towards the employee's pension in calculating base salary.

E. The City shall reimburse an employee for the cost of tuition and books for job or promotion related educational courses, and required continuing education courses needed for license renewal upon a showing that the course was successfully completed. Before undertaking such courses for such reimbursement will be requested, the employee shall obtain acquiescence from his/her Department Head in writing, or in the event of disagreement, from the Director of Human Resources, that such course is, in fact, job or promotion related. It is not intended to provide education subsidy directed towards a career change.

F. The weekly wages of School Dental Hygienists provided for herein shall be paid in 42 weekly installments during the school year from September to June.

G. In the event that any of the employees are required to work more than 182 days in the school year, they shall be compensated for such additional days at their regular daily rate of pay.

H. The City reserves its right to switch to a bi-weekly payroll provided it does so with a total of at least four hundred (400) or more employees, including this bargaining unit.

ARTICLE V
HOLIDAYS AND VACATIONS

A. Holidays and vacations designated in the regular school calendar, as adopted from time to time by the Board of Education, shall be holidays and vacations for employees covered by this Agreement; and employees shall not normally be required to work on any of said holidays or during such vacations.

B. Any employee on sick leave on any such holiday shall receive his/her regular day's pay for such day, and the same shall not be charged against his accumulated sick leave.

C. Any employee absent from duty on the day before or the day following a holiday, except on sick or other authorized leave shall not be paid for that holiday.

D. Employees working in a school which is closed on any day as a result of snow conditions, shall not be required to report to work on such day.

ARTICLE VI

WORKING CONDITIONS

A. Each employee shall receive a uniform allowance of Three Hundred Fifty Dollars ($350) per year payable in September. Any employee hired after the September uniform allowance payment will receive a pro-rated allowance, lump-sum, in the amount of thirty-five dollars ($35.00) for each month between their date of hire and the month of June (ex. an individual hired in December receives $245.00, which is seven months times $35.00).

B. Employees shall not be required to attend more than one (1) group meeting per school month except in case of emergency.

C. The City shall use reasonable efforts to furnish all employees with adequate working space, light and electrical outlets for the performance of their work.

D. The City shall endeavor to grant any reasonable requests for work assignment received prior to the commencement of any school year, and, all other factors being equal, seniority in the school system shall be the determining factor in making such assignments. At the commencement of each school year, the City shall furnish each employee with her program assignments for the year and shall not arbitrarily change the same during the year. It is understood, however, that changes in such programs and assignments may be required and made as a result of changes in pupil enrollment, absence or shortage of employees or causes beyond the control of the City.

E. Each employee required by the City to make intermittent use of her personal car on City business shall receive as full compensation for each such use the greater of the sum of ten dollars ($10) or the "IRS rate" per mile.

F. Each employee whose position requires him or her to travel, on a daily basis, from place to place within or in the vicinity of the City of Stamford to perform his or her duties and is required by the City to furnish his or her own transportation for such purpose shall receive a car allowance at the rate of One Hundred Ninety ($190.00) Dollars per month if said employee is required to use his or her car five (5) days a week. No employee shall be discharged or disciplined in any manner for failing to have a personal car available, unless such employee has been given six (6) months written notice of such requirement.

G. Notice of any vacancy shall be given each employee either by mail or by appropriate bulletin board posting; employees desiring to fill such vacancy shall promptly notify the office of the Director of Health. In no event shall such procedure be required for more than one additional vacancy resulting from a transfer to fill an initial vacancy. All other factors being equal, seniority in the school system among those requesting such assignment shall be the determining factor in filling such vacancies.

H. In the event that the head dental hygienist shall be absent for any reason during the school year for a period in excess of three (3) days, the employee with the greatest seniority in the school system may be assigned to take over the duties and functions of such head dental hygienist and shall be compensated therefor at the head dental hygienist's rate for all days in which the employee serves in that capacity, commencing with the fourth day of absence of the dental hygienist.

I. Employees shall not be required to remain in their respective school during their regular lunch periods. Employees shall take their lunch period each day at the same time as the students upon whom they are working that day.

ARTICLE VII
SICK LEAVE

A. Employees hired before July 1, 1997 will receive one and one-quarter (1.25) sick leave days per month. After the first year of service, employees hired before July 1, 1997 will receive an additional one (1) day of sick leave for each year of service.

Effective July 1, 2002, employees hired after July 1, 1997 during their first year shall receive ten (10) days sick leave with pay computed on the basis of .833 days for each completed month of service. Each year thereafter, employees will receive ten (10) sick days per year, and an additional two (2) will go into the sick leave bank. Employees may apply for sick days beyond their personal bank in accordance with the Dental Hygienists Sick Leave Bank. Employees may apply for sick leave days beyond their personal bank in accordance with Section G. below. There shall be no maximum accumulation for sick leave days in an employee's personal bank. Employees will receive no pay-out for unused sick leave. Employees are not eligible to use sick leave until completion of their probationary period.

All 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.

B. For employees hired before July 1, 1997, sick leave shall continue to accumulate at the same rate as heretofore, up to a maximum of one hundred and fifty (150) days of unused sick leave and shall likewise accumulate while employees are out on vacation or out on sick leave or being paid worker's compensation. When an employee is required to take leave for part of a day because of illness or injury, such time off shall not be charged against sick leave if the employee has worked at least one-half of the day. The City of Stamford shall pay an employee at retirement, for one-half of his/her then accumulated sick leave, not to exceed seventy-five (75) days, at his/her rate of pay the days were earned immediately prior to such retirement. Upon death, an employee's estate shall receive pay for his/her full sick leave accumulation up to thirty (30) days to a total maximum of ninety (90) days, at his/her rate of pay immediately prior to death.

C. Employees shall have the right to charge against their regular sick leave, days of absence necessitated by illness of relatives residing in the same household with the absent employee, providing such employee follows the usual procedure with respect to leave for personal illness.

D. In the event that any employee is absent from work as a result of illness or accident covered by the State of Connecticut Worker's Compensation Law, the City shall pay the employee the difference between his regular net rate of pay and the amount of wages, if any, due to the employee from any Worker's Compensation carrier, for the first forty-five (45) days.

E. During the period of time when such employee is actually entitled to receive Worker's Compensation, no charge shall be made against his/her accumulated sick leave on account of any supplemental payments made by the City as provided for above.

F. Any employee who has received supplemental benefits from the City pursuant to subparagraph D above, and who thereafter receives additional payments from a third party as a result of a claim or action against such thirty party for damages in connection with an accident which gave rise to Worker's Compensation benefits and to the supplemental payments referred to above, shall repay the City in addition to such sums as he/she may otherwise be required to pay by law, the amount of such supplemental benefits; provided however, that if such employee receives, as a result of such claim or action, less than twice the amount of all reimbursements required to be made pursuant to provisions of law or this Agreement, the employee shall have the right to deduct from any repayment to be made to the City that proportion of the employee's attorneys' fees and out-of-pocket disbursements necessarily incurred in connection with such claim or action which the amount of the supplemental benefits to be repaid to the City bears to the total amount received by the employee on amount of such claim or action.

G. Dental Hygienists 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 personal injury and are 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 7-1-97 after completing their first year of service, will have two (2) of their twelve (12) annually allotted sick leave days assigned to the Dental Hygienists Sick Leave Bank. Only dental hygienists 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: (1) require a doctor's certificate regarding the illness; (2) limit to sixty (60) the number of days granted to any employee in any given fiscal year (per (d) below); (3) consider the seriousness, nature and projected duration of the illness or disability involved; and (4) 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 sixty (60) days in a fiscal year.

5. The granting of any sick leave days shall be by majority vote of the committee members and such vote shall be final.

6. In no case will an employee receive a sick leave donation when absent due to a work-related injury. Days from the sick leave bank may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future, as determined by medical evaluation.

ARTICLE VIII
HEALTH, SAFETY, INSURANCE AND RETIREMENT

A. Health Insurance

The City agrees to provide medical benefits to each eligible individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with the City's health and prescription plan as set forth in the Summary of Benefits found 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. Permanent part-time employees, hired after July 1, 1997, that work less than thirty-two (32) hours per week will only be eligible for individual insurance coverage. The health insurance benefits (including vision and dental) will be effective on the first of the month following the employee's date of hire.
Effective upon the execution date of this agreement, the City will provide domestic partner benefits to same sex partners. The eligibility requirements (as outlined in Appendix C) will be established by the City. Further, the employee and his/her unmarried domestic partner must execute an affidavit in accordance with this provision. Qualifying individuals will be have their health insurance become effective the first of the following month if such enrollment and all required documents are submitted and approved prior to the 15th day of the month, otherwise, benefits will become effective the first of the following month.

B. Dental and Vision

The City will provide a PPO dental plan as follows:

Co-insurance		Deductibles	
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

Effective July 1, 2006, the annual maximum for Dental shall be increased to $1750.00 per covered dependent.

Orthodontics $2,500 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:

$ 62.50	for eye exams
$125.00	for eyeglass frames
$ 55.00	for single lenses
$ 90.00	for bifocal lenses
$125.00	for progressive lenses

$135.00	for trifocal lenses
$225.00	for contact lenses (when medically prescribed)

C. Life Insurance

1. The City will provide each employee with a term life insurance policy in an amount of Fifty-five Thousand Dollars ($55,000) , at a cost to the employee of three cents ($.03) per week, per each thousand dollars of benefit.

Effective July 1, 2006, the City will provide each employee with a term life insurance policy in an amount of Sixty Thousand Dollars ($60,000), at a cost to the employee of three cents ($.03) per week, per each thousand dollars of benefit.

2. For employees who retired prior to July 1, 2002, 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, 2002, 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. Employees hired after July 1, 2003 are not eligible for such coverage upon retirement and may not enroll as a retired employee.

D. Retiree Benefits

1. Retiree Benefits

   i. Pre Age Sixty-Five (65): The City will make available the City's Health Insurance Plan, providing for hospital and medical benefits as set forth in Exhibit 1, but not including dental or optical, to employees who retire with a pension from the City of Stamford Classified Employees Retirement Fund (CERF).

   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

2. Retiree Costs

Employees who are eligible for normal retirement on or before June 30, 2014, shall pay 33% of the cost of the pre and post-age-65 retiree health plan. Employees eligible for normal retirement after June 30, 2014, shall pay 50% of the cost of the pre and post-age-65 retiree health plan.

Each employee, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage under Medicare Part B. The cost of such coverage shall be borne by the Stamford Classified Employees Retirement Fund (CERF). Notwithstanding the foregoing, post 65 retirees hired after July 1, 2012 shall not be entitled to supplemental Medicare coverage.

In the event the age for Medicare eligibility changes as a result of legislation, the ages set forth in this agreement will change to reflect the new age requirements.

E. Pension Benefits

1. Each employee hired prior to the ratification of the Agreement of July 1, 2011-June 30, 2014 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. Employees hired after the ratification shall not become members of the CERF, but shall be eligible to contribute to a 457 deferred compensation plan. The City shall match fifty percent (50%) of the employee's contribution by way of a contribution to a 401(a) money purchase plan. The City's contribution shall not exceed three percent (3%) of the employee's base annual salary.

2. The parties agree to consolidate the custodial and asset management of the CERF Plan, 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).

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

4. The provisions of the classified pension fund as provided by Article VIII of this agreement will be modified to provide for non-work related disability pension eligibility for individuals with ten (10) or more years of credited service.

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

    a. Effective July 1, 2012, employees will contribute four (4%) of their annual salary to the CERF, regardless of the pension funding level.
    b. Effective July 1, 2013, employees will contribute five (5%) of their annual salary to the CERF, regardless of the pension funding level.
    c. All City employees participating in the CERF plan, regardless of years of service, shall make pension contributions, except those exempt as of April 12, 2012.

6. The Normal Retirement Date for employees covered by this agreement shall be age sixty (60) with at least ten (10) years credited service to the City, or age fifty-eight (58) with at least fifteen (15) years credited service to the City. For Hygienists, an employee will not be required to return to work at the beginning of the school year to receive pension credit for the previous year, provided the individual was employed for the 42 week period.

7. Effective July 1, 2000, employees will be considered fully vested in their benefits after completion of five (5) years of credited service.

8. The penalty 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 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.

9. 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.

10. The City will contribute to the CERF the amount actuarially necessary to fund the plan.

11. For an active member who, subsequent to January 1, 1996, 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. Payments under this provision will commence effective July 1, 1997.

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

    a. Exchanging up to seventy-five (75) sick leave days for additional pension credit. The calculation will be based on twenty-five (25) sick leave days equating to an additional one percent (1%) added to his/her pension, up to a maximum of three percent (3%). No pension as set forth above, will exceed sixty-nine percent (69%); or

    b. Exchanging sick leave days for a one-time, lump-sum pension bonus, equating to the dollar amount calculated by multiplying the number of days of sick leave (up to a maximum of 75 days) 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 Article VII, Section B.

13. Benefit service for pension purposes for permanent part-time employees will be determined as follows:

    Employees will receive credit for permanent part-time pension credit on the basis that one thousand four hundred and seventy (1470) hours equals one full year of service (42 weeks time 35 hours per week). Therefore, pension credit will be the number of hours (but no more than 1470) divided by 1470.

    Total benefit service years (excluding other full-time service which will be determined in the usual manner) will be sum of the amount determined above, for each fiscal year (or portion thereof) that the employee worked. In no event will an employee receive credit for more than one year for any fiscal year.

Weekly pension contributions will be based on the employee's regular base weekly schedule. Employees will not be permitted to make contributions on hours in excess of their regular weekly schedule, nor will they receive pension credit for any such hours worked in excess of their regular weekly schedule.

14. Employees who retire after the ratification of this agreement will be covered by the provisions of the CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, attached hereto as Appendix B.
15. Employees employed as of the date of the ratification of the July1, 2011-June 30, 2014 Agreement shall be allowed to pay, on or before June 30, 2013, 3% of their 2011-2012 for one year of service credit for the purposes of retirement eligibility and benefit calculation. The additional 2% of salary attributable to that one year of service credit shall be included in the month of the employee's 65th birthday. Under no circumstances shall the employee receive credit for more than 33 years of service.
16. Nothing in the Collective Bargaining Agreement shall limit the Superior Court of the State of Connecticut's authority to revoke or reduce an employee's or former employee's pension pursuant to C.G.S. section 1-110, et. al

F. 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.

G. 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 two thousand dollars ($2000), 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 (6) 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 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. In lieu of a lump sum re-payment, an employee may elect to reimburse the City in weekly installments through payroll deduction, over a six (6) month period.

H. Employee Contributions

Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis, twelve percent (12%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), and 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 July 1, 2012,, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis thirteen percent (13%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), and family coverage (two and one-half [2½] times single coverage), respectively for the medical, dental, vision and prescription drug benefits. Effective July 1, 2013 the contribution shall increase to fourteen percent (14%).

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. The Union agrees that the premium rate equivalent will be established by the third party administrator consistent with its methodology for calculating such rates. The Union will be notified in advance of any changes in premium rate.

I. 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, 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.

J. 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.

K. Liability

The City agrees that they will abide by the Statutes of the State of Connecticut regarding any negligent acts committed by the employees covered under the terms of this contract, which acts occur while in the performance of their official duties.

L. Safety

The City of Stamford and the Union shall cooperate with each other in matters of safety, (including the safety of the City-owned automobiles driven by Dental Hygienists), health and sanitation affecting employees.

M. Physical Examinations

The City and Board shall provide at their cost, physical examinations for employees when such examinations are required by State Law.

ARTICLE IX
DISCIPLINE AND DISCHARGE

A. No employee shall be discharged or otherwise disciplined except for just cause, provided however, that the City shall have the right in its sole discretion to discharge any employee during a probationary period of six (6) months following date of employment.

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 infraction for which the disciplinary action is being applied. The parties agree that certain violations may be of a more serious nature and the progressive steps of discipline may not be adhered to in these cases.

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

D. Written and verbal warnings over two (2) years old (from date of issuance) will not be considered, unless additional disciplinary action has been taken against the employee during said period. In such cases where the employee has not had subsequent discipline within the two (2) year period, the written or verbal warning will be removed from the employee's personnel file. Otherwise, the warning will remain a permanent part of the employee's personnel file.

ARTICLE X
GRIEVANCE PROCEDURE

A. Employees shall have the right to be represented by a Union official at any stage of the grievance procedure.

B. Step 1. In the event that any employee shall have a grievance with respect to any disciplinary or other allegedly unfair action taken against him a grievance must be filed with the employee's immediate supervisor within ten (10) days of the occurrence giving rise to the complaint. If, however, the grievance shall not be adjusted within three (3) days after the supervisor has been informed of the grievance, the

Union may take up the grievance for adjustment with the Director of Health, or the person designated for that purpose by the City (hereinafter referred to as the designated person).

Step 2. In the event the grievance is not settled at the Step 1 level, the Union may submit the grievance to the Director of Human Resources. The Director of Human Resources, or his designee, shall respond to the grievance, in writing, within ten (10) days of receipt, or within ten (10) days of meeting with the Union to discuss the grievance.

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 between representatives of the Union and the designated person, who shall endeavor to agree upon a disposition of the dispute.

D. At the request of the Union or the City, any grievance or dispute not settled within ten (10) days after, the matter shall have been submitted to the designated or to the Union as a result of the procedure provided for in paragraph B and C above, shall be submitted for arbitration to the Connecticut State Board of Mediation and Arbitration, under its rules and regulations. The findings, decision or award of the Board of Mediation and Arbitration shall be final, binding and conclusive upon the City of Stamford, the Union and any employee who may be involved, and may be enforced by the proper action in any court of competent jurisdiction. Only the union and its designated representatives may proceed to arbitration on a grievance.

E. The employee involved and the employee's Union representative shall be granted time off with pay for any grievance discussions held with the immediate supervisor of the employee involved or with the designated person. One representative designated by the Union shall be granted time off with pay for any discussion of a dispute, other than a grievance, with the designated person. Two (2) employees designated by the Union shall be granted time off with pay to appear at any arbitration held pursuant to the aforesaid grievance procedure.

F. The bargaining team for the employees shall be limited to two (2) persons who shall be granted time off with pay in the event bargaining sessions are held during working hours.

G. The parties may agree to waive any and all time limits set forth in Sections B through E of the grievance procedure.

ARTICLE XI
BEREAVEMENT AND MISCELLANEOUS LEAVE

A. Employees shall be entitled to a bereavement leave of five (5) working days in the event of the death of a spouse, parent, child, grandparent, grandchild, brother or sister and any relative permanently domiciled in the employee's household; three (3) working days in the event of the death of a mother-in-law or father-in-law, sister-in-law or brother-in-law; one (1) day in the event of the death of any other relative in the event that such other relative is not domiciled in the employee's household.

B. Additional bereavement leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the employee's supervisor.

C. Each employee shall be entitled to receive three (3) days of business or personal leave each school year, provided no such leave shall be taken on the days following the close of school or the day preceding the opening of school, or the day preceding or following a holiday or any vacation period, and further provided that each day of leave has the advance approval of the employee's supervisor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, no advance approval of leave shall be required if the reason for such leave is illness in the employee's family and the employee's immediate supervisor is so notified by telephone the morning the leave is taken.

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.

D. Any employee, who so requests, shall receive up to a two (2) days paid leave of absence for the purpose of attending the Connecticut State Dental Hygienists convention or any other Dental Convention.

E. Any employee employed more than one (1) year, who so requests, shall be granted a maternity leave of six (6) months without salary, but with no loss of seniority.

F. Family and medical leave requests under this provision shall be counted towards an employee's federal Family and Medical Leave. The City is not responsible for providing health insurance benefits, to employees on leave, beyond that required by law. Employees requesting leave under FMLA must use all accrued paid leave time prior to receiving leave without pay. Such paid leave time shall be counted towards leave under the FMLA.

ARTICLE XII
INTERRUPTION OF WORK

A. The Union agrees that so long as the City shall abide by this Agreement and by any decision of an arbitrator as herein provided for, the Union and members of the Union will not cause, sanction or take part in any strike against the City whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind) walkout, picketing (except informational picketing), stoppage of work, retarding of work or boycott, whether of a primary or secondary nature or any other interference with the operation and maintenance of the schools. The City agrees that so long as the Union shall abide by this Agreement and by any decision of an arbitrator herein provided for, the City will not lock-out employees covered by this Agreement. 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. Any violation of the foregoing paragraph shall be cause for disciplinary action.

ARTICLE XIII
ACCESS TO RECORDS

The Union shall have reasonable access during business hours to such employment, compensation and similar data necessary to ascertain whether the terms of this Agreement are being complied with by the City.

ARTICLE XIV
ADA COMPLIANCE

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

ARTICLE XV
PREROGATIVES OF CITY

Except as herein provided for, the City shall have the sole right to determine all matters affecting the operation, management and administration of the City and school system and to direct and control the working force, including the exclusive right to hire, and to make temporary transfers within the department (other than on account of Union activity) for any cause which in the judgement of the City of Stamford may affect the efficient operation of the City and the school system, and the City's decision in all such matters shall not be subject to contest or review by the Union or any employee.

ARTICLE XVI
DURATION AND SCOPE

A. Unless otherwise stated within the body of this Agreement, this Agreement shall become effective upon the date of execution or the effective date of an arbitration award, whichever first occurs and shall remain in full force and effect until June 30, 2014, or any extension thereof. Negotiations for a successor agreement shall commence on or before one hundred twenty (120) days prior to expiration of the agreement in accordance with applicable Connecticut statutes.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 7th day of November, 2013.

THE CITY OF STAMFORD

By: _____
Michael P. Pavia, Mayor

LOCAL 1303-273 COUNCIL #4
AFSCME, AFL-CIO

By: _____
Mary Ellen McLoughlin

Its Chapter Chairperson

By:_____
Emmet P. Hibson
Director of Human Resources

By:_____
Josh Herbst
Staff Representative

APPENDIX A
DENTAL HYGIENISTS - WAGE SCHEDULES

The following are the salaries in effect for Dental Hygienists. Each employee will advance one (1) step on the salary schedule until the employee has attained the maximum step.

An employee may be hired at a salary up to step 4, only with the approval of the Director of Human Resources.

An employee may be hired above step 4, only with the approval of the Personnel Commission.

June 30,2011							
Job Title	**Step**	**42 Week Annual Rate**	**Hrly Rate**	**7 Hours Daily**	**35 Hours Weekly**	**3 % CERF Contrib**	
P.H. Dental Hygienist	Start	$43,273.50		$29.44	$206.06	$1,030.32	$30.91
P.H. Dental Hygienist	2nd Year	$45,220.68	$30.76	$215.34	$1,076.68		$32.30
P.H. Dental Hygienist	3rd Year	$47,254.56		$32.15	$225.02	$1,125.11	$33.75
P.H. Dental Hygienist	4th Year	$49,381.26		$33.59	$235.15	$1,175.74	$35.27
P.H. Dental Hygienist	5th Year	$51,603.84		$35.10	$245.73	$1,228.66	$36.86
P.H. Dental Hygienist	6th Year	$53,926.38	$36.68	$256.79	$1,283.96		$38.52
P.H. Dental Hygienist	7th Year	$56,348.88	$38.33	$268.33	$1,341.64		$40.25
P.H. Dental Hygienist	Over 7 Years	$58,602.06	$39.87	$279.06	$1,395.29		$41.86
Job Title	**Step**	**52 Week Annual Rate**	**Hrly Rate**	**7 Hours Daily**	**35 Hours Weekly**	**3 % CERF Contrib**	
P.H. Dental Case Manager	Single rate	$73,253.09	$40.25	$281.74	$1,408.71		$42.26

July 1, 2012						
		1.5% Salary increase				
Job Title	**Step**	**42 Week Annual Rate**	**Hrly Rate**	**7 Hours Daily**	**35 Hours Weekly**	**4 % CERF Contrib**
P.H. Dental Hygienist	Start	$43,922.60	$29.8793	$209.16	$1,045.78	$41.83
P.H. Dental Hygienist	2nd Year	$45,898.99	$31.2238	$218.57	$1,092.83	$43.71
P.H. Dental Hygienist	3rd Year	$47,963.38	$32.6281	$228.40	$1,141.99	$45.68
P.H. Dental Hygienist	4th Year	$50,121.98	$34.0966	$238.68	$1,193.38	$47.74
P.H. Dental Hygienist	5th Year	$52,377.90	$35.6312	$249.42	$1,247.09	$49.88
P.H. Dental Hygienist	6th Year	$54,735.28	$37.2349	$260.64	$1,303.22	$52.13
P.H. Dental Hygienist	7th Year	$57,194.11	$38.9076	$272.35	$1,361.76	$54.47
P.H. Dental Hygienist	Over 7 Years	$59,481.09	$40.4633	$283.24	$1,416.22	$56.65

Job Title	Step	52 Week Annual Rate	Hrly Rate	7 Hours Daily	35 Hours Weekly	4 % CERF Contrib
P.H. Dental Case Manager	Single rate	$74,351.88	$40.8527	$285.97	$1,429.84	$57.19

July 1, 2013						
		2.5% salary increase				
Job Title	**Step**	**42 Week Annual Rate**	**Hrly Rate**	**7 Hours Daily**	**35 Hours Weekly**	**5 % CERF Contrib**
P.H. Dental Hygienist	Start	$45,020.67	$30.6263	$214.38	$1,071.92	$53.60
P.H. Dental Hygienist	2nd Year	$47,046.46	$32.0044	$224.03	$1,120.15	$56.01
P.H. Dental Hygienist	3rd Year	$49,162.46	$33.4439	$234.11	$1,170.53	$58.53
P.H. Dental Hygienist	4th Year	$51,375.03	$34.9490	$244.64	$1,223.21	$61.16
P.H. Dental Hygienist	5th Year	$53,687.35	$36.5220	$255.65	$1,278.27	$63.91
P.H. Dental Hygienist	6th Year	$56,103.66	$38.1658	$267.16	$1,335.80	$66.79
P.H. Dental Hygienist	7th Year	$58,623.97	$39.8802	$279.16	$1,395.81	$69.79
P.H. Dental Hygienist	Over 7 Years	$60,968.12	$41.4749	$290.32	$1,451.62	$72.58
Job Title	**Step**	**52 Week Annual Rate**	**Hrly Rate**	**7 Hours Daily**	**35 Hours Weekly**	**5 % CERF Contrib**
P.H. Dental Case Manager	Single rate	$76,210.68	$41.8740	$293.12	$1,465.59	$73.28

APPENDIX B
CERF RETIREMENT FUND ADJUSTMENT

This Agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, dated May 7, 2001, is entered into in accordance with the provisions of Article VIII, Section E(16), of the July 1, 2000 - June 30, 2002 Collective Bargaining Agreement between the CITY OF STAMFORD and CITY OF STAMFORD PUBLIC HEALTH DENTAL HYGIENISTS UNION, LOCAL #1303-273, AFSCME COUNCIL#4, AFL-CIO

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Effective January 1, 2000, all active members who thereafter retire (Member) shall be eligible to receive the following benefits:

1. An adjustment, based upon the plan's "Average Annual Return" as defined herein, in pension benefits payable to each Member, commencing January 1, 2003, retroactive to July 1, 2002, who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to July 1, 2002.

2. Thereafter on January 1 of each third year (effective date), retroactive to the prior July 1, the pension benefit payable to each member who has attained age 62 and has received or has been credited with at least twelve monthly pension payments prior to said July 1 of each third year (Eligible Member) shall be adjusted.

3. The adjustment shall be based upon the average annual investment return (Average Annual Return) earned by the City of Stamford Classified Employees Retirement Fund for the 36 month period ending on July 1, six months prior to the Effective Date of the adjustment. The Average Annual Return shall be determined by the Plan's Trustee using the dollar weighted rate-of-return methodology. The Average Annual Return shall be determined as the geometric average of the annual return of each of the three years.

4. An adjustment account will be established as of July 1, 1999 with a zero balance. Beginning July 1, 2002, and on July 1 of each third year thereafter, the adjustment account balance will be re-determined as follows:

- **a.** The adjustment account balance will equal the adjustment account balance as of the July 1 three years prior plus Item b(1)(c) less Item b(ii)(c) plus Item C minus Item d.

- **b.** The adjustment account will be credited or debited for investment performance, as follows:

  1. If the average Annual Return is greater than 10%, the adjustment account will be credited as follows:

     i. Subtract 10% from the Average Annual Return.
     ii. Multiply the result in item (i) by 50%.

iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

2. If the Average Annual Return is less than 6%, the adjustment account will be debited as follows:

   i. Subtract the Average Annual Return from 6%.
   ii. Multiply the result of item (i) by 50%.
   iii. Multiply the result in item (ii) by the pension benefit obligation for each Member receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

3. If the Average Annual Return is greater than or equal to 6% and less than or equal to 10% no credit or debit will be made to the adjustment account.

c. The adjustment account will be credited with the Average Annual return for each of the prior three years.

d. The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return Rate) paid during the prior three years.

5. The percentage increase equals Item (a) less Item (b) divided by Item (c).

a. The adjustment account balance as of the July six months prior to the Effective Date of the adjustment.

b. The pension benefit obligation as of such July 1 for prior year adjustments of all Eligible Members.

6. The pension adjustment will be the percentage increase multiplied by the amount currently being paid to Eligible Members subject to the following limitations:

a. If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item 4(b)(1)(iii) will remain in the adjustment account.

b. If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item 4(b)(l)(iii) will remain in the adjustment account.

7. The pension benefit obligation will be determined by the plan's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning as such time is defined in Government Accounting Standards Board Statement No. 5.

8. The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Members as of the Effective Date such Member became or would have become an Eligible Member.

C. A copy of this written agreement will be filed with the Plan Trustees (Amendment and Declaration of Trust dated June 16, 1971). The Trustees shall formulate, adopt and promulgate in good faith investment plans, programs and decisions, in accordance with the Declaration of Trust provisions which in their opinion are desirable to facilitate the administration of the Plan consistent with the intent and provisions of this agreement.

D. This agreement, CITY OF STAMFORD CLASSIFIED EMPLOYEES RETIREMENT FUND ADJUSTMENT, shall be incorporated into the parties' Collective Bargaining Agreement, as amended.

Included is an example illustrating calculations for earned Classified Employees pension adjustments.

E. Notwithstanding anything contained herein to the contrary, it is specifically agreed by the parties that nothing contained herein shall prevent any increase to current retiree benefits based upon any voluntary negotiations and agreement of the parties or by operation of law.

<u>First Adjustment</u>

Plan Assets:	$70,000
Pension Benefit Obligation:	70,000.00 = 63,000,000 active divided by pre-99 retirees 7,000,000 retired on or after 1/1/99 1,750,000 over age 62 & retired 12 mos.
Average annual return	12%
Adjustment account credit	1% x 7,000,000 = 70,000
Adjustment account	0 divided by 70,000 = 70,000
Pension adjustment	70,000/1,750,000 = 4%

<u>Second Adjustment</u>

Plan assets:	$78,000,000
PBO:	75,000,000 = 67,000,000 active divided by pre-99 retirees 8,000,000 retired on or after 1/1/99 2,000,000 over age 62 & retired 12 mos.
Average annual return	14%
Adjustment account credit	2% x 8,000,000 = 160,000
Adjustment account	70,000 - 7,000 divided by 9,300 divided by 160,000 = 232,300 (prior year balance - benefits paid

	divided by investment return divided by credit)
PBC for prior adjustments	68,300
Pension adjustment	(232,300 - 68,300)/2,000,000 = 8.2%
	4% cap applicable

Third Adjustment

Plan assets	$78,000,000
PBC	80,000,000 = 70,000,000 active divided by pre-99 retirees
	10,000,000 retired on or after 1/1/99
	2,500,000 over 65 retired 12 mos.
Average annual return	4%
Adjustment account	-1% x 10,000,000 = 100,000
Adjustment account	232,300 - 14,800 divided by 9,000 - 100,000 = 126,000
PBO for prior adjustments	144,600
Pension Adjustments	(126,500 - 144,600)/2,500,00 = less than 0%
	0% applicable

APPENDIX C
Domestic Partner Benefits

Couple covered: A couple shall be eligible for domestic partner status only if the couple is unable to marry in Connecticut because Connecticut's marriage provisions distinguish between same sex and opposite sex couples. Should eligibility to marry in Connecticut no longer be precluded on the basis of this distinction, the following provision shall cease to be effective on that date, except that coverage for couples having already achieved domestic partner status under the terms of this provision shall cease one (1) year from that date.

The term "spouse" used anywhere in the health insurance section of this agreement shall be deemed to include a covered person's unmarried domestic partner who has executed an affidavit in accordance with this provision. An employee wishing to change his/her health insurance status based upon being in a domestic partnership must execute an affidavit with the employer, together with appropriate evidence of joint residency and mutual dependence. The affidavit shall certify under the penalty of perjury that he or she:

1. Is in a relationship of mutual support, caring and commitment, and intends to remain in such relationship for the indefinite future.
2. Is not married to anyone else.
3. Is his/her domestic partner's sole domestic partner, and vice versa.
4. Is not related by blood to the domestic partner closer than would bar marriage in the State of Connecticut.
5. Is at least 18 years of age and competent to contract.
6. Shares a legal residence with his/her domestic partner, and has shared a common legal residence for at least 12 months prior to the execution of the affidavit.
7. Is jointly responsible with his/her domestic partner for maintaining the common household.
8. Will inform the City promptly if there is any change in the status of the domestic partnership.

The evidence of mutual dependence shall be any two (2) of the following:

- ownership of a joint bank account
- ownership of a joint credit card
- evidence of a joint obligation on a loan
- a joint mortgage or lease
- joint ownership of a residence
- evidence of a common household (household expenses, e.g. utility bills, telephone bills, joint public assistance budget, etc.)
- joint ownership of motor vehicle
- execution of wills naming each other as executor and/or beneficiary
- joint ownership or holding of investments
- granting each other durable power of attorney
- granting each other powers of attorney
- evidence of other joint responsibility

APPENDIX D

Memorandum of Agreement

The City of Stamford (hereinafter the "City"), and the Stamford Public Health Dental Hygienists Union, Local #1303-273, AFSCME Council #4, AFL-CIO (hereinafter the "Union") agree as follows regarding the new classification of Public Health Dental Case Manager:

Except as specifically amended for in the sections below, Public Health Dental Case Manager will be covered by all provisions of the Public Health Dental Hygienist's contract titled *Agreement between the City of Stamford and Stamford Public Health Dental Hygienists Union, Local #1303-273, AFSCME Council #4, AFL-CIO O, Effective July 1, 2000 – June 30, 2002.*

1. The new classification of Public Health Dental Case Manager will be slotted at a new single step salary grade of D 02, annual rate of $56,693. This rate will be subject to whatever general wage increase is received by the union, effective 7/1/02 and so forth. The weekly wages shall be paid in 52 weekly installments.

2. Hours of Work: The normal work week and regularly scheduled hours of the position shall be seven (7) hours per day, thirty-five hours per week, Monday through Friday. The position is a 52 week per year position.

3. Holidays and Vacations:
   a. The following shall be paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve after 12 o'clock noon and Christmas Day.

   b. Any employee absent from duty on the day before or the day following a holiday, except on sick or other authorized leave shall not be paid for that holiday.

   c. Vacation shall be one and two thirds (1-1/4) paid vacation days for each month within a calendar year, for a total of fifteen (15) days per year. The employee shall be entitled to carryover vacation leave, up to a maximum of twenty (20) days each July 1st. The employee will be limited to thirty (30) days payout of vacation leave upon separation of employment. Probationary employees are not eligible to use vacation.

4. The parties agree that this memorandum represents full and final agreement involving the new classification of Public Health Dental Case Manager.

Date:_____

FOR THE CITY OF STAMFORD

_____
William C. Stover
Director of Human Resources

FOR THE PUBLIC HEALTH DENTAL HYGIENISTS

_____
Geraldine Lacerenza
Co - President

_____
Bonnie Mehok
Co – President

Exhibit I

BENEFIT INFORMATION	New IN-NETWORK	New OUT-OF-NETWORK
Calendar Year Plan Deductible *Individual* *Family*	$200 $400	$1,000 per person $2,000 per family
Calendar Year Out-of-Pocket Maximum *Individual* *Family*	*Including Plan Deductible* $1,000 $2,000	*Including Plan Deductible* $3,000 $6,000
Coinsurance	CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible of first $4,000 when copayments do not apply	CIGNA HealthCare pays 60% of eligible charges. You pay 40% of charges after plan deductible.
Lifetime Maximum	Unlimited	Unlimited
Physician Services ***Primary Care Physician (PCP) Office Visit***	$20 co-payment per office visit deductible/ coinsurance waived	Subject to deductible and 40% coinsurance
Specialty Physician Office Visit *Consultant and Referral Physician Services* *Allergy Treatment/Injections - PCP or Specialty Physician*	$20 copayment per office visit deductible/ coinsurance waived	Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance
Preventive Care *Routine Preventive Care for Children through age 6 (including routine immunizations)* *Routine Preventive Care for Children and Adults from age 7 (including routine immunizations)* Unlimited maximum per calendar year	Paid in full Paid in full	Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance
BENEFIT INFORMATION	New IN-NETWORK	New OUT-OF-NETWORK

Preventive Mammograms, PSA, Pap Test *Diagnostic **Mammograms, PSA, Pap Test***	Paid in full Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Inpatient Hospital Services including: *Semi-Private Room and Board* *Diagnostic/Therapeutic Lab and X-ray* *Drugs and Medication* *Operating and Recovery Room* *Radiation Therapy and Chemotherapy* *Anesthesia and Inhalation Therapy* *MRIs, MRAs, CAT Scans, PET Scans, etc.*	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance Precertification required
Outpatient Surgery Facility Services includes: *Operating Room, Recovery Room, Procedure Room and Treatment Room and Observation Room including:* *Diagnostic/Therapeutic Lab and X-rays* *Anesthesia and Inhalation Therapy*	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Laboratory and Radiology Services	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Advanced Radiological Imaging *(MRIs, MRAs, CAT Scans, PET Scans, etc.)*	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Short-Term Rehabilitative Therapy and Chiropractic Services--(includes physical, speech, occupational, chiropractic, pulmonary rehab & cognitive therapy) 50 therapy seesions maximum per calendar year for all therapies combined	$20 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
Outpatient Cardiac Rehabilitation – up to 36 days maximum per calendar year	$20 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
BENEFIT HIGHLIGHTS	**New IN-NETWORK**	**New OUT-OF-NETWORK**

Emergency and Urgent Care Services **Physician's Office – PCP or Specialty Physician** *Hospital Emergency Room – copayment waived if admitted* *Urgent Care Facility or Outpatient Facility* *Ambulance*	$20 copayment per office visit, deductible and coinsurance waived $150 copayment per visit, deductible and coinsurance waived $75 copayment per visit, deductible and coinsurance waived Subject to deductible and 20% coinsurance	*Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency. Otherwise 40% of charges*
Maternity Care Services *Initial Office Visit to Confirm Pregnancy* *All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)* *Office Visits not included in the total maternity fee performed by OB or Specialty Physician* *Delivery - Facility (Inpatient Hospital/Birthing Center Charges)*	$20 copayment, deductible and coinsurance waived Paid in full $20 copayment per office visit, deductible and coinsurance waived Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance Subject to deductible and 40% coinsurance
Inpatient Services at Other Health Care Facilities *Skilled Nursing, Rehabilitation Hospital and Sub-Acute Facilities* 180 days maximum per calendar year combined for all facilities listed	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance
Home Health Services – Includes outpatient private duty nursing when approved as medically necessary 200 days maximum per calendar year; 16 hour maximum per day	Subject to deductible and 20% coinsurance	40%, deductible waived
BENEFIT HIGHLIGHTS	**New IN-NETWORK**	**New OUT-OF-NETWORK**

Mental Health ***Inpatient –*** Unlimited maximum per calendar year	Subject to deductible and 20% coinsurance	Subject to deductible and 40% coinsurance , precertification required
Outpatient Mental Health (includes Individual, Group Therapy and Intensive Outpatient services) – Unlimited maximum per calendar year.	$20 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
Substance Abuse *Inpatient* – Unlimited maximum per calendar year	Subject to deductible and $20% coinsurance	Subject to deductible and 40% coinsurance , precertification required
Outpatient Substance Abuse (includes Individual and Intensive Outpatient services) – Unlimited maximum per calendar year	$20 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
Durable Medical Equipment Unlimited maximum per calendar year	Subject to deductible and 20% coinsurance	50% of charges
External Prosthetic Appliances (includes Ostomy related services) Unlimited maximum per calendar year	Subject to deductible and 20% coinsurance	50% of charges
Acupuncture/Acupressure	$20 copayment, deductible and coinsurance waived	Subject to deductible and 40% coinsurance
BENEFIT HIGHLIGHTS	**New IN-NETWORK**	**New OUT-OF-NETWORK**
Prescription Drug	Retail Pharmacy $10 copay generic brand name $15 copay preferred brand name $25 copay non-preferred brand name (30-day supply) Mail Order $20 copay generic $30 copay preferred branch name $50 copay non-preferred brand name (90-day supply)	

MEDICAL/PRESCRIPTION DRUG PREMIUM EQUIVALENT RATES	July 1, 2012 to June 30, 2013
Single	$904.89
Two Person	$1,809.79
Family	$2,262.24

July 5, 2012

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