

**AGREEMENT**

**BETWEEN THE**

**TOWN OF WATERFORD**

**-AND-**

**UPSEU,  
WATERFORD PUBLIC SAFETY DISPATCHERS UNIT**

**7/1/17 – 6/30/20**

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## **PREAMBLE**

The parties to this Agreement are the Town of Waterford (hereinafter referred to the "Town" or "Employer") and United Public Service Employees Union, hereinafter referred to as "UPSEU" or "Union" on behalf of the Waterford Public Safety Dispatchers Unit hereinafter referred to as the "bargaining unit."

## **ARTICLE I – RECOGNITION**

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for all Public Safety Dispatchers, inclusive of Dispatcher I and Dispatcher II/Training Coordinator, who work 20 or more hours per week excluding those positions which would be excluded in accordance with the Municipal Employees Relations Act, C.G.S. 7-467 *et seq.* and, further, as provided by Connecticut State Board of Labor Relations Decision No. 4548 (2013).

## **ARTICLE II - MANAGEMENT RIGHTS**

- 2.1 The Employer shall continue to have, whether exercised or not, all of the functions of management and shall have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management, except as specifically abridged or modified by a specific provision of this Agreement, including the following items:
  - (a) the operation and direction of the Waterford Emergency Communications Center ("WECC");
  - (b) the determination of the level of services to be provided;
  - (c) the direction, control, and supervision of employees;
  - (d) the establishment or change of job descriptions;
  - (e) the institution of technological changes;
  - (f) the revising of processes, systems or equipment;
  - (g) the alteration, addition or elimination of existing methods, equipment or facilities;
  - (h) the determination of the location, organization, number and training of personnel;
  - (i) the assignment of duties and work assignments;
  - (j) the assignment of duty stations;
  - (k) the scheduling and assigning of leaves;

- (l) the hiring, appointment and promotion of employees;
- (m) the demotion, suspension, discipline or discharge of employees for just cause;
- (n) the making, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Employer deems necessary;
- (o) the layoff of employees due to lack of funds or of work;
- (p) during an emergency, the Town shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- (q) the entry into an inter-local, regional agreement and/or other agreement as recognized under state law to provide dispatch services.

The parties agree, however, that the exercise of any managerial right which concerns or impacts wages, hours or work conditions shall be first negotiated with the Union.

### **ARTICLE III - STRIKES AND LOCKOUTS**

- 3.1 The Union agrees that neither the Union nor any of its local officers or members covered under this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, sympathy strike, or refusal to perform in whole or in part their duties of employment.
- 3.2 The Union agrees further that should any member or group of members covered by this Agreement engage in any such job action, the Union shall disavow such activity, refuse to recognize any such job action and will notify, in writing, such member or group of members to terminate any such job action.
- 3.3 The Town shall not lock out employees.

### **ARTICLE IV - UNION SECURITY / AGENCY SHOP / DUES DEDUCTION**

- 4.1 All employees, covered herein, who do not voluntarily join the Union, shall, as a condition of continued employment pay to the Union each pay period during the life of this Agreement, or any extension thereof, a service fee set by the Union in accordance with law.
- 4.2 The Town agrees to deduct Union membership dues or service fees, on a pay period basis, from the pay of those employees who individually and in writing authorize such deductions. The amount to be deducted shall be certified to the Town by the Union, and

the aggregate deductions of all employees shall be remitted each pay period to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779. The Union will notify the Town in writing of any address change.

- 4.3 In the event an employee receives no compensation on the payday on which dues are to be deducted, no deductions shall be made for that pay period.
- 4.4 When a member's dues and/or agency fees are not deducted by reason of the conditions described in Sec. 4.3, or by reason of an extended absence from the Department during which time the member is not receiving compensation, and such member returns to active duty, the Town shall reactivate and continue the deduction of the member's dues.
- 4.5 The Union agrees to indemnify and save the Town harmless from and against any and all claims, suits or other form of liability, including, but not limited to, reasonable court costs and legal fees, that may arise out of or by reason of action or inaction taken by the Union, or the Employer for the purpose of complying with any provision of this Article, or in reliance on any list, notice or assignment furnished under any such provision.

#### **ARTICLE V - GRIEVANCE PROCEDURE**

- 5.1 A grievance is an allegation by an individual employee and/or the Union of a dispute involving the interpretation or application of this Agreement including, but not limited to:
  - (a) discharge, termination, suspension or other disciplinary action. Corrective or developmental counseling of an employee by a supervisor is not considered disciplinary action.
- 5.2 Any employee may use this grievance procedure with or without Union assistance. An employee utilizing this grievance procedure without Union assistance may do so only through Step 2. Only the Union may submit a grievance to arbitration.
- 5.3 No grievance settlement shall be made as a result of an individually processed grievance without Union involvement.
- 5.4 A grievance shall be processed in the following three (3) steps.
  - Step 1. Any employee and/or the Union shall reduce the grievance to writing and submit it to the Emergency Management Director within fifteen (15) calendar days of the date of the occurrence. The Emergency Management Director shall submit his/her decision in writing to the aggrieved employee and/or the Union (if participating), within fifteen (15) calendar days of receipt of the grievance.
  - Step 2. If the employee and/or Union (if participating) are not satisfied with the decision rendered by the Emergency Management Director, the

employee and/or the Union (if participating), shall submit the grievance in writing within fifteen (15) calendar days, to the Director of Human Resources for the Town. Within fifteen (15) calendar days after receiving such grievance, the Director of Human Resources shall render his/her decision in writing to the employee and the Union.

- Step 3. If the Union is not satisfied with the decision rendered, the Union may, within fifteen (15) calendar days, submit the grievance to the Connecticut State Board of Mediation and Arbitration (CSBMA), with written notice to the Director of Human Resources. Either party may transfer a grievance to the American Arbitration Association (AAA) in lieu of the CSBMA. For discipline consisting of suspensions of five (5) days or greater, discharges or terminations from employment, the Town and Union will split AAA costs and arbitrator fees equally; for all other grievances submitted or transferred to AAA, the party submitting or transferring the grievance bears the AAA costs and arbitrator fees.
- 5.5 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provisions of this Agreement at issue between the Union and the Town. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the employee, the Union, and the Town.
- 5.6. The mediation services of the Connecticut State Board of Mediation and Arbitration ("CSBMA") and/or other mediator may be used at any time during the grievance and/or arbitration process provided both parties mutually agree on the desirability of this service.
- 5.7 Time extensions beyond those set forth in this grievance procedure may be arrived at by mutual, written agreement of the Town and employee and/or Union (if participating) for Steps 1 and 2, and the Town and Union only for Step 3.

#### **ARTICLE VI - DISCIPLINARY PROCEDURES AND PRIVILEGES**

- 6.1 No employee who has successfully completed his/her probationary period shall be discharged, terminated, suspended or disciplined in any manner except for just cause. Corrective or developmental counseling of an employee by a Supervisor does not constitute discipline and shall not be grievable and/or arbitrable.
- 6.2 Not later than ten (10) calendar days prior to the date of any Loudermill conference, the Town shall furnish the Union with copies of all statements, reports, and other documents relied upon by the Town in support of the charges against the employee, including, if

applicable, documents related to any civilian complaint which formed a basis for the proposed discipline.

## **ARTICLE VII - SENIORITY**

- 7.1 For members of the bargaining unit hired before July 1, 2014, the dates from which seniority is determined and the order of seniority are listed in Appendix A. For employees entering the bargaining unit on or after July 1, 2014, "seniority" shall be defined as length of service within the bargaining unit. There shall be no loss in seniority (and seniority will continue to accrue) during vacation time, sick leave, temporary layoff, suspension, authorized leaves of absence, or call to military service.
- 7.2 Seniority shall cease upon:
- (a) Resignation and Town-issued notice accepting the resignation
  - (b) Discharge or termination, and restoration of seniority is not otherwise required by virtue of the grievance/arbitration procedure or law;
  - (c) Layoff for a period of eighteen (18) consecutive months, or for a period equal to the employee's seniority at the time of layoff (whichever is less)
  - (d) Failure to return to work upon an expiration of an approved leave of absence, including paid and/or unpaid sick leave
  - (e) Failure to provide notice or intent to return to work after recall within ten (10) calendar days following mailing written recall notice and/or confirmed receipt of written recall notice (which occurs first), or failure to return to work on the date specified in the written recall notice (which specified date shall be 21 or more calendar days from the date of the letter). Notice of intent to return must be in writing and made to the person authoring the written recall notice to which the individual is responding.
- 7.3 No employee covered by this Agreement shall attain seniority under this Agreement until continuously employed for a period of eighteen (18) months as a dispatcher. During the probationary period the employee may be disciplined, discharged and/or terminated by the Town without recourse to the grievance and/or arbitration procedure. Upon completion of the probationary period, the seniority of an employee shall date back to the time of the employee's hire as an employee covered by this Agreement.
- 7.4 In the case of layoffs, no bargaining unit member shall be laid off until all part-time non-bargaining unit dispatchers have been laid off. Bargaining unit members may, in lieu of layoff, be offered a reduced schedule in the discretion of and/or consistent with the needs of the Town. No non-bargaining unit dispatchers shall be hired or re-hired until laid off bargaining unit members are recalled for dispatcher positions (within the recall time frame for seniority set forth in 7.3), which positions may or may not equate to twenty

(20) or more hours. Recalled bargaining unit members may require various levels of training and/or certification, dependent upon the length of layoff, and, if resuming membership in the bargaining unit, shall have the seniority, and be paid the hourly rate earned, as of the time of layoff. In the event of layoffs of bargaining unit members, layoffs shall be in inverse order of seniority and rehire shall be by seniority at the time of layoff.

- 7.5 The Employer shall be entitled to rely upon the dispatcher's last known address according to its records. It shall be the dispatcher's responsibility to keep his/her current address on file with the Employer.
- 7.6 The Town shall maintain a seniority list for all bargaining unit members which will include each employee's date of hire, classification and rate of pay. This list will be updated on or about July 1 each year, with a copy provided to the Union. Section 7.1 and the accompanying Appendix identify the seniority order and pertinent date of hire for bargaining unit members hired before July 1, 2014; the contents of Appendix A are not subject to change absent circumstances set forth in Section 7.1.

#### **ARTICLE VIII - ASSIGNMENTS AND PROMOTIONS**

- 8.1 The bargaining unit includes two (2) classifications of employees:
- Dispatcher I  
Dispatcher II/Training Coordinator
- 8.2 The Dispatcher II/Training Coordinator classification shall be considered to be a promotion.
- 8.3 A member of the bargaining unit shall not be eligible for consideration as a Dispatcher II/Training Coordinator until the individual has completed five (5) years of public safety communications/dispatch in the WECC, possesses current APCO certification, and is a current certified APCO instructor. The Employer may recognize comparable certifications in lieu of APCO. This section otherwise may be waived, but only upon mutual agreement between the Employer and the Union, and said waiver shall be without precedent.
- 8.4 When a vacancy in the Dispatcher II/Training Coordinator classification is created and it is determined by the Town that it will be filled, the Town shall administer an examination (50% oral and 50% written) related to the Dispatcher II duties and responsibilities contained in the job description. The top three (3), if any, employees with scores of 70% or higher then will be submitted for consideration for promotion. The Employer in its discretion may select from any of the employees submitted for consideration. Eligibility for the vacancy shall be determined at the time of the examination.



## **ARTICLE IX - RATES OF PAY**

- 9.1 Effective and retroactive to July 1, 2017, the rates of pay for all employees shall be increased by two percent (2.0%).
- 9.2 Effective July 1, 2018, the rates of pay for all employees shall be increased by two percent (2.0%).
- 9.2 Effective July 1, 2019, the rates of pay for all employees shall be increased by two and one-quarter percent (2.25%).

## **ARTICLE X – OVERTIME AND PREMIUM PAY**

- 10.1 An employee shall receive one-and-one half (1 1/2) times his/her regular hourly rate of pay for all hours worked over forty (40) hours in one week. Compensation for hours actually worked over forty (40) in one week is "overtime" pay for purposes of this Agreement. Paid leave excluding sick time is considered hours actually worked for the determination of overtime pay.

There shall be no pyramiding of overtime pay and any premium pay. In the event of conflicting pay rates, the higher rate shall be paid.

- 10.2 (a) Shifts which become available due to planned or unplanned employee absences and which the Town determines to fill will be distributed by seniority on a rotating basis among a combined group of Dispatcher I and II. No employee may be skipped, but a refusal will move the employee to the bottom of the rotation. In the event that the Town must attempt to contact employees by phone, it will do so on up to two (2) telephone numbers on record with the Town; refusals include the failures to answer phones. Employees are responsible for providing current telephone contact information to the Town at all times.
- (b) Except in cases of emergency or cases of unforeseen absence of another employee(s), employees shall not be required to work more than sixteen (16) hours in any twenty-four (24) hour period.
- 10.2 (c) Mandatory holdover or order-in shall be made on the basis of fewest hours of overtime worked. In case of a mandatory holdover or order-in, the Town shall make every effort to give two (2) hours' notice to the employee. The Union and the Town recognize there are situations which prevent such a two (2) hour notice. In such circumstances, no notice is necessary and the Town will make reasonable efforts to relieve the employee as soon as possible. Employees who are on approved, paid time off shall not be subject to mandatory holdover or order in.

Absent emergency circumstances or cases of unforeseen absence of another employee(s), an employee held over or ordered in will not be held over or

ordered in again within a three (3) work day period. For purposes of this section, an employee's three (3) day work day period shall begin immediately after the end of the shift the employee was held over or ordered in for and will end seventy-two (72) hours later.

- 10.2 (d) Full time dispatchers shall have the first right of refusal for overtime opportunities, except for overtime for regularly scheduled part-time shifts.
- 10.2 (e) All mandated shifts will be paid at a rate of time and one-half.
- 10.3 Upon a dispatcher's acceptance of scheduled overtime, he/she has committed to the Department his/her availability for normal scheduling. This dispatcher's commitment becomes mandated and permanent seven (7) days prior to the scheduled shift.
- 10.4 In the event of an inadvertent violation of this article, the Town shall offer the aggrieved employee the next available overtime opportunity, provided the employee is not already working at that time, as the sole remedy.

#### **ARTICLE XI - LONGEVITY PAY**

- 11.1 Bargaining unit members as of the later of the date of ratification of the agreement or July 1, 2015, shall be eligible for longevity pay as follows:

Five (5) years to ten (10) years .....	\$250.00
Ten (10) years to fifteen (15) years .....	\$400.00
Fifteen (15) years to twenty (20) years .....	\$550.00
Twenty (20) years and more .....	\$700.00

No individual who becomes a bargaining unit member after the later of the date of ratification of the agreement or July 1, 2015, shall be eligible for longevity pay.

- 11.2 Such longevity payments shall be paid annually to the employee within thirty (30) days of the anniversary month of hire.
- 11.3 In the event an active employee is discharged for any reason other than just cause, the employee shall receive a prorated amount of longevity pay to which the employee would be entitled on the employee's next anniversary date.

#### **ARTICLE XII - UNIFORM AND CLOTHING**

- 12.1 The Town shall provide members of the bargaining unit as of July 1, 2015, and new bargaining unit members thereafter with three (3) long sleeved uniform shirts and three (3) short sleeved uniform shirts to be worn during working hours. The Town will replace shirts as needed upon request of employees. In addition the Town shall provide two (2) sweatshirts, and will replace as needed upon request of employees. On a fiscal year

basis and upon presentation of valid receipts, the Town will reimburse employees for khaki style pants, not to exceed a total of one hundred dollars (\$100). No open toed shoes, jeans, shorts and/or short skirts are permitted. Employees shall maintain a neat and clean appearance, with no torn or tattered clothing.

### **ARTICLE XIII - COLLEGE EDUCATION INCENTIVE**

- 13.1 An amount of ten dollars (\$10.00) per annum per college credit shall be paid to any employee who successfully completed a course at an accredited college or university, provided, however, that the employee has completed his/her probationary period and that payment under this provision shall not be made for more than one hundred and twenty (120) credits cumulative.
- 13.2 The Town will pay the cost of tuition, course registration and books incurred by employees in seeking an Associate or Bachelor Degree as outlined below, provided the employee has completed his/her probationary period. Course reimbursement may be granted for coursework intended to enhance professional growth and contribute to a more effective performance of duties provided the course, whether taken on-line or in person, must be taken at a college or university accredited by an accreditation organization recognized by the United States Department of Education, must be approved in advance by the Emergency Management Director, and a grade of "C" or better is earned. Courses and programs must be approved at least fifteen days prior to the start of the course. Eligible course(s) will be reimbursed upon successful (i.e., "C" or better) completion.

The Town will provide for reimbursement of up to \$12,000 total for all employees per fiscal year; each employee, however, may only take up to two (2) courses per fiscal year, and may only be reimbursed up to \$3,000 per fiscal year. Requests for reimbursement must be submitted no later than June 30 of the fiscal year in which the course was taken, and reimbursement will be made within thirty (30) days following submission.

### **ARTICLE XIV - HOURS AND DAYS OF WORK**

#### **14.1 Definitions**

- (a) A "bid cycle" is identified as a 28 day period in which an employee is assigned through a bid shift process to a position on the work schedule.
- (b) A "work week" is based on the (7) day calendar week, which for payroll purposes shall be Sunday at 12:01 a.m. to Saturday at 12:00 midnight.

- 14.2 For purposes of this Article there shall be twelve (12) hours and eight (8) hours work shifts for Dispatcher I:

0700 hours to 1500 hours  
0700 hours to 1900 hours  
1900 hours to 0700 hours  
1500 hours to 2300 hours  
2300 hours to 0700 hours

Dispatcher I will generally be scheduled for 40 hours per week, with two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts.

Dispatcher II/Training Coordinator: 0800-1600 hours with Saturday and Sunday off. Upon five (5) days' notice, however, the Town may flex the schedule of the Dispatcher II/Training Coordinator to eight (8) consecutive hours between the hours of 0700-1900, with Saturday and Sunday off. The Town and Dispatcher II/Training Coordinator may otherwise mutually agree to modify the 0800-1600 shift for any specific day.

Nothing contained in this Article or otherwise in this Agreement, however, shall be construed as a guarantee or commitment by the Town to any employee of a minimum or maximum number of hours of work per day, per week or per year.

#### 14.3 Rotation System for Dispatcher I

- (a) The work schedule for Dispatcher I is set forth in Appendix B. The initial assignments for Dispatcher I under the rotation system shall be made at the managerial prerogative of the Town. Thereafter, Dispatcher I will rotate every twenty-eight (28) days as set forth in Appendix B. The Town maintains the right, however, to reorganize the shift assignments in the best interests of the Town and/or when any new Dispatcher I is hired.

***NOTE:*** *The schedule in Appendix B will reference the part-time hours and the modification to the Dispatcher II schedule with the implementation of part-time dispatchers.*

- (b) Upon request to and approval by the Emergency Management Director or his/her designee, employees shall be permitted to "swap" shifts within the seven (7) day, Sunday – Saturday workweek identified in Section 14.1 provided that there is no creation of overtime or premium pay resulting from the swap at the time the swap is requested.
- (c) Accrued leave time will be used in an hour for hour format (e.g., 12 hours of sick leave will be used for a 12 hour shift).

### **ARTICLE XV - HOLIDAYS**

- 15.1 (a) The following thirteen (13) days are recognized as holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday of Easter Weekend
Easter Sunday	Easter Sunday
Memorial Day	Last Monday in May
Fourth of July	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25 <sup>th</sup>

- (b) Each employee shall be credited with a due day when the holiday occurs.

Each employee shall be entitled to accumulate a total of twenty-six (26) due days. On a yearly basis with the cutoff date of December 1st, all due days over twenty-six will be paid for at the employees regular rate of pay. To the extent practicable, payment will be made during the first pay period of December.

In the event of an employee's separation from employment in good standing (i.e., separation from employment with two (2) weeks notice), his/her earned due days shall be paid to him/her. In the event of an employee's death, the employee's accrued due days shall be paid to the employee's written, designated recipient, if any.

- (c) Any employee who desires to take a due day must submit a written request to the Emergency Management Director or his/her designee no later than fourteen (14) days prior to the date requested.

The department may accept requests submitted less than fourteen (14) days before the date requested and any such exceptions granted by the Department shall be without precedence.

- 15.2 An employee actually working on a holiday shall be paid at the premium rate of one-and-one half (1 1/2) times his/her regular hourly rate of pay for all such hours worked, with the exception of Christmas Day and Thanksgiving Day, for which an employee shall be paid at the premium rate of two (2) times his/her regular hourly rate.

- 15.3 If an unanticipated national holiday or national day of mourning is declared by the federal government and the Town observes the same for all Town services other than dispatch, police protection and fire protection, an employee who actually works on such a day shall be paid at the premium rate of one-and-one half times his/her regular hourly rate or pay for all hours worked. The provisions of Section 15.1 do not apply to such a holiday or day of mourning.

## **ARTICLE XVI – VACATIONS**

- 16.1 Regular full-time Telecommunicators hired before October 9, 2015, shall earn vacation leave at the employee's regular rate of pay in accordance with the following schedule:

- |     |                          |   |
|-----|--------------------------|---|
| (a) | After one (1) year(s)    | 80 hours plus eight (8) additional hours for each year of service up to a maximum total of one hundred sixty (160) hours. |
| (b) | After fifteen (15) years | 176 hours   |
| (c) | After twenty (20) years  | 200 hours   |

Regular full-time Telecommunicators hired on or after October 9, 2015, shall be granted time off with pay for vacations according to the following schedule:

- |     |                         |           |
|-----|-------------------------|-----------|
| (a) | After one (1) year      | 40 hours  |
| (b) | After three (3) years   | 80 hours  |
| (c) | After seven (7) years   | 120 hours |
| (d) | After twenty (20) years | 160 hours |

- 16.2 The vacation period shall be between January 1st and December 31st of each year, and each employee shall be afforded the opportunity to be off on vacation within the calendar year. Employees shall be allowed to carry over on his/her anniversary date no more than twenty (20) days of vacation; additional vacation shall be lost.

- 16.3 Requests for vacation day(s) shall be made not less than thirty (30) days in advance of the requested day(s) off and are subject to the approval of the Town.

In the event that two or more employees at the same time seek the same vacation leave, entitlement, if any, shall be determined in accordance with seniority as identified in Section 7.1.

Vacation requests submitted within the thirty (30) days prior to the requested day(s) off may be granted in the discretion of the Town. The granting or denial of such requests by the Town will be without precedence and shall not be subject to the grievance and/or arbitration process.

- 16.4 In the event of an employee's death, his/her earned vacation pay shall be paid to his/her surviving spouse. In the event the deceased employee is not survived by a spouse, the Town will attempt to contact employee's surviving children, as identified by employee in his/her personnel file, at the addresses most recently identified by employee in his/her personnel file; the Town will pay said children in equal shares. Any Town payment under this provision is not subject the grievance and/or arbitration process

- 16.5 In the event of an employee's separation from employment in good standing (i.e., separation from employment with two (2) weeks notice), his/her earned vacation pay shall be paid to him/her.

#### ARTICLE XVII - SICK LEAVE

- 17.1 Sick leave shall be considered to be absence from duty with pay for the following reasons:

- (a) Illness or injury except where directly traceable to employment by an employer other than the Town of Waterford;
- (b) When an employee is required to undergo medical, optical or dental treatment, and cannot, despite his/her best efforts, reasonably coordinate such treatment on his/her off duty hours.
- (c) In the event of illness, injury or maternity in the immediate family which requires the attendance or aid of the employee for up to fifteen (15) days in a calendar year.

- 17.2 Sick leave shall be earned by each employee at the rate of ten (10) hours for each calendar month of service, the total of which shall not exceed one hundred twenty (120) hours in a twelve (12) month period, commencing with the month of hire, cumulative to one thousand two hundred (1200) hours. Sick leave is not earned during periods of unpaid leaves of absence and/or suspensions from employment (and earned leave for the month will be pro-rated to the time actually worked).

Sick leave may only be used in increments of not less than under thirty (30) minutes sick leave under Section 17.1(b) may only be used at the beginning or end of a shift.

- 17.3 Whenever an employee has been on sick leave for three (3) or more consecutive days, or used sick leave during vacation, or before or after a holiday, and/or sick leave absence occurs frequently or in a pattern and the employee has been notified in advance by his supervisor that a doctors certificate will be required, the employee shall be required to submit a certificate signed by a physician verifying the need for sick leave, the nature of the illness or injury, together with a statement that the employee is fit to resume work.

The Union shall support the Town's efforts to control abuse of sick time.

- 17.4 The Town may provide a physician to make any necessary examination or investigation of any alleged abuses of sick leave or injury leave. The cost of such examination or investigation shall be paid by the Town.
- 17.5 When an employee must be absent from work on sick leave, the employee must notify the Emergency Management Director or designee as soon as reasonably practicable

before the start of the employee's scheduled shift. Notifications shall be made by speaking with the Emergency Management Director or designee (i.e. – on-duty police supervisor).

- 17.6 Any employee who becomes separated from the service by reason of death shall have payable to the employee's surviving spouse a lump sum of money that is equal to the number of sick hours due such employee times the prevailing hourly rate of pay receivable by such employee on the date of the employee's death.

#### **ARTICLE XVIII - PERSONAL LEAVE**

- 18.1 All employees shall be entitled to two (2) days of personal leave per fiscal year (i.e., as of July 1), non-cumulative, for the purpose of transacting personal business which cannot be carried out on the employee's regularly scheduled days off. Employees hired between July 2 and December 31 shall receive one-half (1/2) day personal leave as of January 1.

Personal leave days may not be taken in lieu of other paid or unpaid leave.

- 18.2 Personal days may also be used for voluntary schools, seminars or trainings; and/or as an additional funeral day to that which is otherwise provided in this Agreement.
- 18.3 Any employee wishing to take a personal leave shall request the same in writing to the Emergency Management Director or his/her designee, and identify the reasons for the leave as provided by the current day off request form. Personal leave shall not be taken on days immediately before or immediately after vacation leave, sick leave or holidays unless an emergency occurs for which it is necessary to take the personal day.

#### **ARTICLE XIX - FUNERAL LEAVE**

- 19.1 Funeral leave not to exceed five (5) working days with pay may be granted an employee in the event of the death of a spouse, mother, father, child, sister, brother, stepchild, grandmother, grandfather or grandchild. All funeral leave shall be taken within fourteen (14) days of the date of death.
- 19.2 Funeral leave not to exceed two (2) working days with pay may be granted for the purpose of attending a family funeral in the event of the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew or other relative who might reside in the employee's home if not covered in Section 19.1 relationships.

#### **ARTICLE XX- INJURY LEAVE**

- 20.1 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury which occurred



while the employee was engaged in the performance of the employee's duties. Employees of the Town are covered by workers compensation insurance and are paid stated amounts due to injuries sustained on the job. The employee shall be paid by the employer for the difference between the employee's regular pay and workers compensation for a period not to exceed nine (9) months. Extensions may be granted by the Chief Executive Officer at the Chief Executive Officer's option upon request. If, during the nine (9) month period after the accident or injury, the disability is determined by the workers compensation commission to be permanent, salary continuation payments by the Town will be terminated.

#### **ARTICLE XXI - UNION BUSINESS LEAVE**

- 21.1 The three (3) members of the Union negotiating committee shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the Agreement.
- 21.2 One (1) member of the Union Executive Board and one (1) employee alleged to have been specifically aggrieved (if any) shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty. This section does not apply to arbitration proceedings. Employees participating in arbitration proceedings on behalf of and/or at the request or mandate of the Union (e.g., subpoena) must notify the Town and, to the extent available, utilize existing paid leave.
- 21.3 The President, or member elected to attend labor conventions and state-wide educational conferences, may be granted leave with full pay provided that the President or elected member is scheduled on duty at the time of said labor convention or state-wide educational conference and further provided that the total leave for the purposes set forth in this section shall not exceed two (2) working days in any fiscal year. All such leave requests shall be made to the Emergency Management Director at least one (1) week in advance; approval by the Emergency Management Director is subject to the operational needs of the Town, but will not be unreasonably denied.

#### **ARTICLE XXII - INSURANCE AND RETIREMENT**

- 22.1 (a) Effective July 1, 2018, the Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan the option of:
  - 1. A PPO as described in Appendix C1. Employees shall be responsible for sixteen percent (16%) of the applicable fully insured premium rates or fully insured equivalent rates as determined by the insurance carrier or administrator for all health

insurance benefits excluding life insurance and accidental death and dismemberment; or

2. An HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix C2. The Town shall contributed fifty percent (50%) of the \$2000/\$4000 deductible, made in one installment in July. Employees shall be responsible for eleven percent (11%) of the applicable fully insured premium rates or fully insured equivalent rates as determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment.
3. Any employee hired on or after July 1, 2018, is required to participate in the HDHP and does not have the option to participate in the PPO.

Effective July 1, 2019, the PPO Plan shall be eliminated and the HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix C2 will be the sole plan offered. The Town shall contribute fifty percent (50%) of the \$2000/\$4000 deductible, made in one installment in July. Each employee shall be responsible for twelve percent (12%) for the HDHP plan design of the applicable fully insured premium rates or fully insured equivalent rates as determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment.

- (b) Master Group certificates and/or policies are available in the Human Resources office for more specifics. The master certificates and/or policies are the governing documents concerning the Town's insurance plan designs; the information contained herein and in the contract appendices is therefore intended as a summary.
  - (c) The employee contributions in this article will be deducted on a pre-tax basis.
- 22.2 (a) The Town will provide full dental coverage with additional basic benefits and orthodontia benefits with the employee paying the percentage cost share equal to that of the PPO plan. The Dental plan is described in summary form in Appendix C.
- (b) The Town will provide a vision rider as described in summary form in Appendix D with the employee paying the percentage cost share equal to that of the PPO plan.
- 22.3 Change of Insurance Carrier. The Town shall have the right to change insurance carriers and/or to self-insure and/or fully insure in whole or in part, in order to provide insurance coverage as set forth above, provided further that coverages which result from change in carriers and/or self-insurance are substantially equivalent or better than the coverage described above in terms of coverage, benefits and administration. The absence of

assignment of benefits afforded through Anthem Blue Cross and Blue Shield provider network shall not act as a bar to the consideration of alternative carriers.

The President of the Union shall be notified in writing within thirty (30) days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Town disagree that the changes proposed will provide coverages substantially equivalent to the coverages, benefits and administration described above at no additional cost to staff members, the disagreement(s) shall be subject to arbitration before the State Board of Mediation and Arbitration. The status quo will be maintained during the above procedures.

#### 22.4 Waiver of Insurance.

- (a) Notwithstanding the above, if the Town is self-insured, employees hired before July 1, 2015 may voluntarily elect to waive, in writing, to the Human Resource Office health and dental insurance outlined in Article XXII and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000), provided they are not covered under another Waterford Town or Board of Education Health Plan. Payment to those employees waiving such insurance coverage shall be made payable at the end of the employee's anniversary year. Employees hired on or after July 1, 2015, are not eligible for waiver of one thousand dollars (\$1000).

If the Town is fully-insured, any employee, regardless date of hire, may voluntarily elect to waive, in writing, to the Human Resource Office health and dental insurance outlined in Article XXII and in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000). Payment to those employees waiving such insurance coverage shall be made payable at the end of the employee's anniversary year.

- (b) Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Human Resources Office, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town, to ensure that the employee has been compensated, but not over-compensated, for any waiver elected in this section.
- (c) Notice of intention to waive insurance coverage must be received in the Human Resources Office, at least two (2) months prior to the 1<sup>st</sup> of the month that the insurance coverage will cease. The election to waive coverage shall only be approved upon written proof of alternative insurance coverage.
- (d) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- 22.5 Retirees are not eligible to purchase or otherwise participate in health insurance continuation (other than what may be required under state and/or federal (e.g., COBRA) law.
- 22.6 Pension Plan. All employees within the bargaining unit shall be eligible for the MERF-B pension plan.

### **ARTICLE XXIII - GENERAL PROVISIONS**

- 23.1 As soon as reasonably practicable following the ratification and execution of this and/or successor Agreements, the Town shall provide each bargaining unit member with access, electronically and/or in hard copy, to a copy of the Agreement and any written Rules and Regulations of the WECC. The Town likewise, at the time of hire and/or as soon as reasonably practicable thereafter, shall provide each new bargaining unit member with access, electronically and/or in hard copy, to a copy of the Agreement and any written Rules and Regulations of the WECC.
- 23.2 At the request of the Union, the Town will provide the Union with a bulletin board, the size, appearance and location of which shall be satisfactory to the Emergency Management Director, for the sole purposes of posting announcements of Union meetings, Union elections and the results thereof, appointments to Union offices, changes in Union by-laws, and social and recreational affairs.
- 23.3 The Chief Executive Officer may grant leaves of absence without pay for a period not to exceed one (1) year. The decision of the Chief Executive Officer to deny leaves of absence and/or to grant in part (e.g., for a short period of time than requested) is not subject to the grievance and arbitration provisions of the contract. No benefits accrue and/or are provided for absences in excess of one (1) month.
- 23.4 The Town retains the discretion to convert employees from weekly to bi-weekly pay upon conversion of all other employees, and will provide advance written notice to employees and the Union in the event of such change.
- 23.5 Each employee will be paid by direct deposit to his/her designated bank account(s).

### **ARTICLE XXIV - SCOPE OF AGREEMENT**

- 24.1 Duration: This Agreement shall be effective as of the date of ratification and acceptance, and shall remain in full force and effect through the thirtieth day of June, 2020. Successor Agreements shall be negotiated pursuant to the Municipal Employee Relations Act.

- 24.2 If any Article or any section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect other articles or sections, or portions thereof, which shall be valid. The Town and Union shall meet to negotiate a clause to replace the clause declared invalid.

Notwithstanding anything in this Agreement to the contrary, the employer shall have the right to take any action necessary to ensure its wage and hour practices comply with applicable law.

- 24.3 Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Town and the Union.
- 24.4 The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.
- 24.5 The paragraph captions used in this Agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this Agreement.

IN WITNESS WHEREOF the parties have caused their names to be signed on this the  
11<sup>th</sup> day of October 2018.

Town of Waterford

UPSEU

BY: 

Daniel M Steward  
First Selectman

BY: 

Laurie Lewis, President  
Waterford Public Safety Dispatcher Unit

DATE: 10-10-18

DATE: 10-10-18

BY: 

Kevin E Boyle, Jr., President  
UPSEU

DATE: 10/11/18

## **APPENDIX A - SENIORITY**

Pursuant to Section 7.1, that the date from which seniority is determined for each bargaining unit member and the order of seniority for members of the bargaining unit hired before July 1, 2014, are as follows:

Laurie Lewis	6/24/92
Jodie Strohl	9/23/96
Todd Goodhind	5/15/97
Susan Descisciolo	6/2/97
Michael Smith	4/22/02
Debra Abbey	9/8/09
Ronald Williams	9/4/12

## APPENDIX B – DISPATCHER SCHEDULE

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
<b>Disp 1</b>	7A - 7P	7A - 7P	7A - 3P	3P - 11P	OFF	OFF	OFF
<b>Disp2</b>	7A - 7P	7A - 7P	OFF	3P - 11P	OFF	OFF	7A - 3P
<b>Disp 3</b>	OFF	OFF	OFF	7A - 3P	7A - 7P	7A - 7P	3P - 11P
<b>Disp 4</b>	OFF	OFF	OFF	7A - 3P	7A - 7P	7A - 7P	3P - 11P
<b>Disp 5</b>	7P - 7A	7P - 7A	11P - 7A	11P - 7A	OFF	OFF	OFF
<b>Disp 6</b>	7P - 7A	7P - 7A	11P - 7A	11P - 7A	OFF	OFF	OFF
<b>Disp 7</b>	OFF	OFF	3P - 11P	OFF	7P - 7A	7P - 7A	11P - 7A
<b>Disp 8</b>	OFF	OFF	3P - 11P	OFF	7P - 7A	7P - 7A	11P - 7A
<b>Disp II*</b>	OFF	OFF	7A -3P	8A - 4P	8A - 4P	8A -4P	7A-3P
	OFF	8A -4P	8A - 4P	8A - 4P	8A -4P	8A-4P	OFF
<b>PT Disp*</b>			7A-3P				7A-3P

\*Once PT Dispatcher(s) are certified, trained and able to fill the two (2) shifts designated for part-time dispatchers (i.e., Tues 7A-3P and Sat 8A-4P), then the Dispatcher II will convert to the listed Mon-Fri schedule.

The rotation of Dispatcher I will occur every 28 days as follows (subject to the Town's right, outlined in Section 14.3 to reorganize the shift assignments in the best interests of the Town and/or when any new Dispatcher I is hired):

Dispatcher 1 goes to the Dispatcher 5 spot -after 1st cycle #5 goes back to #1 - 3rd cycle repeat  
 Dispatcher 3 goes to the Dispatcher 7 spot - after 1st cycle # 7 goes back # 3 - 3rd cycle repeat  
 Dispatcher 2 goes to the Dispatcher 6 spot- after 1st cycle #6 goes to #2 -after 3rd cycle repeat  
 Dispatcher 4 goes to the Dispatcher 8 spot-after 1st cycle # 8 goes to # 4 - after 3rd cycle repeat



## **APPENDIX C1 - PPO PLAN DESIGN**

Effective as soon as practicable following ratification of the initial Agreement

### **2018-19 (Option)**

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>
Office Visit Copayment	\$35 per visit
Specialist Visit Copayment	\$45 per visit
Hospital Copayment	\$300 per admission
Urgent Care Copayment	\$75 per visit
Emergency Room Copayment	\$125 per visit
Outpatient Surgery Copayment	\$200 per procedure
Lifetime Maximum	Unlimited

### **PREVENTIVE CARE**

<u>Well child care :</u>	
Birth to 12 years	No Charge
All others	No charge
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge

## MEDICAL CARE

<u>Office visits:</u>	
Primary Care	\$35 per visit
Specialists	\$45 per visit
<u>Outpatient mental health</u>	\$35 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$45 per visit
Maternity care, initial visit	\$45 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
<u>Allergy services:</u>	
Office visits/testing	\$45 per visit
Injections - 80 visits in 3 years	No charge

## HOSPITAL CARE - Prior authorization required

Semi-private room	\$300 co-payment
Inpatient Mental Health	\$300 co-payment
Inpatient Substance Abuse	\$300 co-payment
Skilled nursing facility (120 days)	\$300 co-payment
Rehabilitative services (60 days)	\$300 co-payment
Outpatient surgery	\$200 co-payment

## OTHER HEALTH CARE

Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$45 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services	State Mandate
Home Health Care	No charge

## \*PRESCRIPTION DRUGS

Generic	\$5 copayment
Listed Brand	\$20 copayment
Non-Listed Brand	\$35 copayment
Mail Order	2x retail
Annual Maximum	\$1,000
Plan	Managed

## OUT-OF-NETWORK SERVICES

<u>Calendar Year Deductible:</u>	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
<u>Coinsurance Maximum:</u>	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
<u>Cost Share Maximum:</u>	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

**\* The drug rider includes certain management features including but not limited to features such as step therapy and mandatory generic substitution.**

## APPENDIX C2 – HIGH DEDUCTIBLE HEALTH PLAN

2018-19 (Option); 2019-20 (Mandatory)

### BENEFIT

### COST SHARES

-	In Network Services and Out-of-Network Services and Out-of-Network Services Subject to Deductible and coinsurance.
-	No Referrals Required
-	Deductible: \$2,000 Individual, \$4,000 Two or More
-	In Network Coinsurance 100%
-	In Network Coinsurance Max \$1000/\$2000
-	In Network
-	Out-of-pocket Maximum \$3,000 individual, \$6,000 Two or More
-	Lifetime Maximum In-Network – Unlimited
-	-
-	Out-of-Network Benefits
-	Coinsurance 80% / 20%
-	Out of Network Coinsurance Maximum \$2000/\$4000
-	Out of Network Out-of-Pocket Maximum \$4000/\$8000
-	Combined In/Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More
-	Lifetime Maximum Out-of-Network – Unlimited
-	Only In-Network Benefits Illustrated Below
<b>PREVENTIVE CARE</b>	
	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not Subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible

## APPENDIX C2 – HIGH DEDUCTIBLE HEALTH PLAN

<b>MEDICAL SERVICES</b>	
Medical Office Visit	100% after deductible
Outpatient-PT/OT-Speech	100% after deductible
Chiropractic	50 visits per calendar year combined Additional coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
<b>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</b>	
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Additional coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible

**APPENDIX C2 – HIGH DEDUCTIBLE HEALTH PLAN (CONTINUED)**

OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year
Infertility Services	100% after deductible No Age or Cycle Limits GIFT/ZIFT are covered
Prescription Drugs	After the deductible, prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

The parties acknowledge that the Town's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

In addition to the insurance offerings, the Town may implement Wellness Incentive Plan(s).

## **APPENDIX D – DENTAL**

# **Anthem FULL DENTAL PLAN**

The Full Dental Plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

### **COVERED SERVICES INCLUDE:**

- ☐ Oral Examinations
- ☐ Periapical and bitewing x-rays
- ☐ Topical fluoride applications for members under age 19
- ☐ Prophylaxis, including cleaning, scaling and polishing
- ☐ Relining of dentures
- ☐ Repairs of broken removable dentures
- ☐ Palliative emergency treatment
- ☐ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- ☐ Simple extractions \*\*
- ☐ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\* Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a Participating Dentist, we will pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

#### **Non-Participating Dentists Benefits**

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

**This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.**



# Anthem

## Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### ACCESSING BENEFITS:

#### Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

# Anthem

## Dental Amendatory Rider D ORTHODONTICS

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Anthem Blue Cross & Blue Shield will pay the lesser of sixty percent (60%) of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of sixty percent of the dentist charge or sixty percent of the applicable allowance for the procedures as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

***This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.***

## **APPENDIX E – VISION CARE**

### **ANTHEM BLUE CROSS AND BLUE SHIELD'S VISION CARE RIDER OFFERS:**

- ◆ Yearly eye examinations for vision corrections
- ◆ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames, and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- ◆ In-plan and out-of-plan coverage.

### **VISION EXAM COVERAGE:**

Exam with dilation of pupils (cycloplegia) and post cycloplegic visit if required	Up to \$50 per calendar year
Exam without cycloplegia	Up to \$50 per calendar year

### **OPTICAL SERVICES:**

Frames for prescription lenses	Up to \$28 per calendar year
Single vision lenses	Up to \$33.50 per calendar year
Bifocal lenses	Up to \$52 per calendar year
Trifocal lenses	Up to \$84 per calendar year
Contact lenses when used to correct visual acuity to 20/70 or when medically necessary	Up to \$225 per calendar year
Contact lenses when used for any other reason, equivalent to amount payable for single vision	Up to \$33.50 per calendar year

### **PRINCIPAL LIMITATIONS & EXCLUSIONS**

Services, frames, and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Anthem Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

## APPENDIX F - WAGE SCHEDULE

**2017-2018**

### **2017-2018 Public Safety Dispatchers I**

### **Emergency Management**

GRADE:04	DESC: PS-04		PAY PERIODS :52		HOURS/YR:		2080	
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	
RATE/HOUR	\$23.6597	\$24.8427	\$26.0848	\$27.3891	\$28.7585	\$30.1965	\$31.7063	
SALARY/YR	\$49,212.21	\$51,672.82	\$54,256.46	\$56,969.28	\$59,817.75	\$62,808.64	\$65,949.07	

### **2017-2018 Public Safety Dispatchers II**

### **Emergency Management**

GRADE:05	DESC: PS-05		PAY PERIODS :52		HOURS/YR:		2080	
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08**
RATE/HOUR	\$26.0321	\$27.3337	\$28.7004	\$30.1354	\$31.6422	\$33.2243	\$34.8855	\$36.6298
SALARY/YR	\$54,146.84	\$56,854.18	\$59,696.89	\$62,681.73	\$65,815.82	\$69,106.61	\$72,561.94	\$76,190.04

**2018-2019**

### **2018-2019 Public Safety Dispatchers I**

### **Emergency Management**

GRADE:04	DESC: PS-04		PAY PERIODS :52		HOURS/YR:		2080	
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	
RATE/HOUR	\$24.1329	\$25.3396	\$26.6065	\$27.9369	\$29.3337	\$30.8004	\$32.3404	
SALARY/YR	\$50,196.45	\$52,706.28	\$55,341.59	\$58,108.67	\$61,014.10	\$64,064.81	\$67,268.05	

### **2018-2019 Public Safety Dispatchers II**

### **Emergency Management**

GRADE:05	DESC: PS-05		PAY PERIODS :52		HOURS/YR:		2080	
	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08**
RATE/HOUR	\$26.5528	\$27.8804	\$29.2744	\$30.7382	\$32.2751	\$33.8888	\$35.5833	\$37.3624
SALARY/YR	\$55,229.78	\$57,991.26	\$60,890.83	\$63,935.37	\$67,132.14	\$70,488.74	\$74,013.18	\$77,713.84

**2019-2020**

**2019-2020 Public Safety Dispatchers I**

**Emergency Management**

<b>GRADE:04</b>	<b>DESC: PS-04</b>		<b>PAY PERIODS :52</b>		<b>HOURS/YR: 2080</b>		
	<b>STEP 01</b>	<b>STEP 02</b>	<b>STEP 03</b>	<b>STEP 04</b>	<b>STEP 05</b>	<b>STEP 06</b>	<b>STEP 07</b>
<b>RATE/HOUR</b>	\$24.6759	\$25.9097	\$27.2052	\$28.5654	\$29.9937	\$31.4934	\$33.0681
<b>SALARY/YR</b>	\$51,325.87	\$53,892.17	\$56,586.78	\$59,416.11	\$62,386.92	\$65,506.27	\$68,781.58

**2019-2020 Public Safety Dispatchers II**

**Emergency Management**

<b>GRADE:05</b>	<b>DESC: PS-05</b>		<b>PAY PERIODS :52</b>		<b>HOURS/YR: 2080</b>			
	<b>STEP 01</b>	<b>STEP 02</b>	<b>STEP 03</b>	<b>STEP 04</b>	<b>STEP 05</b>	<b>STEP 06</b>	<b>STEP 07</b>	<b>STEP 08**</b>
<b>RATE/HOUR</b>	\$27.1502	\$28.5077	\$29.9331	\$31.4298	\$33.0013	\$34.6513	\$36.3839	\$38.2031
<b>SALARY/YR</b>	\$56,472.45	\$59,296.07	\$62,260.87	\$65,373.91	\$68,642.61	\$72,074.74	\$75,678.48	\$79,462.40

