

A G R E E M E N T
Between the
CITY OF NORWALK
and
LOCAL 2405, CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO
(GRANT EMPLOYEES)
JULY 1, 2016 THROUGH JUNE 30, 2020

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PREAMBLE

This Agreement is made by and between the City of Norwalk (“City” or “Employer”) and Local 2405, Connecticut Council #a. AFSCME. AFL-CIO (the “Union”).

ARTICLE 1 **RECOGNITION**

Section 1. The City hereby recognizes the Union as the collective bargaining representative of grant employees who work at least twenty (20) hours per week in the job classifications listed in Appendix A, in the Department of Health, excluding employees who have the authority to hire or fire and/or to assign and direct work.

Section 2. For the purpose of this Agreement, “employee” shall mean a grant employee as defined in Section 1.

Section 3. This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

ARTICLE 2 **RETENTION OF POWERS**

Except where such rights, powers and authority are specifically relinquished, abridged or otherwise limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised or not, the sole and unquestioned responsibility and prerogative to manage all aspects of the affairs of the City and grant program operations, and to direct employees. The City’s rights include but are not limited to the following:

- a. To determine the care, maintenance and operation of all City and/or grant program equipment and property.
- b. To establish or continue policies, practices and procedures for the conduct of City and/or grant program business; and, from time to time, to change or abolish such policies, practices or procedures.
- c. To hire and to determine the number and types of employees required to perform grant program operations.
- d. To lay off, or otherwise relieve employees from duty for lack of work, or loss of or reduction in grant funds.
- e. To prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them.
- f. To create job descriptions and revise existing job descriptions as deemed necessary.

g. To transfer or reassign employees wherever grant program needs require.

ARTICLE 3
WAGES

Section 1. The wage rates for those presently employed in job classifications in the bargaining unit shall be as set forth in Appendix A attached.

Section 2. The hiring rates for newly employed personnel in grant programs may be established at up to ten percent (10%) below the rates set forth in Appendix A, in the City's discretion to meet funding limitations of programs.

Section 3. Employees shall be paid on a bi-weekly basis.

Section 4. Any employee required to serve on jury duty shall receive the difference between his/her pay and his/her jury duty pay.

Section 5. The City will reimburse employees for the cost of one required certification up to a maximum of three hundred (\$300) per fiscal year. This certification must be required for the position and approved as necessary by the Director of Health.

ARTICLE 4
HEALTH AND LIFE INSURANCE BENEFITS

Section 1. The City shall provide the medical, dental, vision and prescription drug benefits as set forth herein and in Appendix B of this Agreement through a properly licensed insurance company in the State of Connecticut; or through an alternative self-insurance 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 rights of appeal extended by the service provider as if the benefits were insured. In no event shall the coverage and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered be less than the benefits and coverage as set forth in Appendix B. If there is a disagreement on the level of benefits coverage or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit this issue to binding arbitration. The City of Norwalk Health Plan will be CIGNA's Open Access Point of Service Plan (POS). Effective January 1, 2014, the City will provide a \$2000/\$4000 high deductible health plan (HDHP) and the OAP Plan set forth below and in Appendix B. Effective January 1, 2014, for those enrolling in the HDHP, the City will fund sixty-five percent (65%) of the deductible into a Health Saving Act (HSA). Effective January 1, 2015, the City will fund sixty percent (60%) of the deductible. Effective January 1, 2016, the City will fund fifty percent (50%) of the deductible.

OAP Plan Change: The Home and Office Visit co-payment is Fifteen (15) dollars and shall apply to all office visits including well and preventative care. Effective June 30, 2012, the Office Visit co-payment will be increased to twenty (\$20) dollars. Effective January 1, 2014, the Office Visit co-payment will be twenty-five (\$25)

The Emergency Room Copay shall be seventy-five dollars (\$75). Effective upon ratification of the 2012-2016 contract the emergency room copay shall be one hundred dollars (\$100).

Pharmacy Coverage:

The City shall adopt a three tier prescription drug plan with a co-payment schedule as follows:

Effective April 10, 2012:

- Ten (\$10) dollars generic
- Twenty-five (\$25) dollars formulary
- Forty (\$40) dollars non-formulary
- Mail-order prescriptions two (2) co-pays for a 90-day supply

Effective upon Ratification of the 2012-2016 contract:

- Ten (\$10) dollars generic
- Thirty (\$30) dollars formulary
- Forty-five (\$45) dollars non-formulary
- Mail-order prescriptions two (2) co-pays for a 90-day supply

Effective April 10, 2012, the City will introduce mandatory mail order and mandatory generic programs for its pharmacy coverage as follows:

Where a generic drug is available employees will be required to use the generic drug unless their physician deems it medically necessary and obtains prior authorization for the non-generic drug. If the non-generic is unauthorized, then employee will pay the applicable non-generic co-pay plus the cost difference between the non-generic and generic prescription.

The mandatory mail program will require employees to receive their maintenance prescriptions through mail order after two retail prescriptions are filled for a given drug. If mail order is not utilized when required then the prescription will be subject to twice the applicable co-pay.

Employee Health Contributions:

Employees shall pay the following share of the premium equivalent of the health insurance plan:

Effective July 1, 2012, an employee shall contribute ten percent (10%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective July 1, 2013, an employee shall contribute twelve percent (12%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge provided they have meet the requirements of the wellness program.

Effective January 1, 2014, employees enrolled with family coverage in the OAPOS shall contribute seventeen percent (17%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective July 1, 2014, an employee enrolled in the HDHP-HSA and OAPOS single and single plus one shall contribute thirteen percent (13%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge provided they have meet the requirements of the wellness program. Employees enrolled with family coverage in the OAPOS shall continue to contribute seventeen percent (17%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective January 1, 2015, an employee enrolled in the OAPOS single and single plus one coverage shall contribute sixteen percent (16%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge provided they have meet the requirements of the wellness program. Employees enrolled with family coverage in the OAPOS shall contribute twenty-one percent (21%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge.

Effective July 1, 2015, an employee enrolled in the HDHP-HSA plan shall contribute fourteen percent (14%) of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge. Employees enrolled in the OAPOS shall continue to contribute the percent of the cost of medical and dental benefits, based on the member's COBRA rate excluding the administrative charge, effective for January 1, 2015.

Effective January 1, 2016, employees will pay, in addition to the regular employee health care contribution rate, the cost difference between the HDHP-HSA and the OAPOS.

Connecticut Partnership Plan

- 1) Effective January 1, 2018 all active employees and eligible retirees will participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits and will also be enrolled in the state dental option #7 and vision rider in lieu of the health benefits set forth in Article 4 and Appendix B of the Current Agreement. The health plan benefits shall be as set forth in SPP effective on January 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes and other administration provision shall be as established by the SPP. Promptly upon ratification of the Agreement, between the parties the City shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the parties shall negotiate over the provisions of this Article 4 and Appendix B in accordance with Conn. Gen. Stat. 7-4739 (c) et seq.
- 2) The premium rates shall be set by the SPP.

- 3) The percentage share of such premium cost shall be as follows:
- 7/1/16 - 14%
 - 7/1/17 - 14%
 - 7/1/18 - 14%
 - 7/1/19 - 14%
- 4) The SPP contains a Health Enhancement Plan (HEP) component. All employees and eligible retirees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators, in 2019, impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee/retiree. No portion or percentage shall be paid by the City. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- 5) In the event any of the following occur, the City or Local 2405 Grants, AFSCME may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473 (c) et seq. as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is further modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost to the City or to members of Local 2405 Grants, AFSCME of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - ii) If Conn.Gen.Stat. Section 3-123rr et seq. is amended and/or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the City or members of Local 2405 Grants, AFSCME, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

- 6) In any negotiations triggered under the above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in the Current collective bargaining Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Section 2. Life Insurance: The City shall provide and pay for life insurance for each employee in an amount equal to the amount of the employee’s annual salary as set forth in Appendix A.

Section 3. Employee Assistance Program: The City will implement an Employee Assistance Program for its employees with a minimum of a three session assessment and referral model. Referral after the initial assessment phase will be covered under the employee’s insurance benefits outlined in Article 4.

Section 4. In the event that the carrier or administrator for the other Local 2405 plan(s) is/are changed, the Union will not unreasonably withhold approval of the same change for grant employees.

Section 5 Subrogation: The City shall have the right of subrogation with respect to medical and health care benefits expended on behalf of an employee to the extent such employee recovers such economic damages from a tortfeasor or responsible third party.

ARTICLE 5
HOLIDAYS

Section 1. All full-time employees covered by this Agreement shall receive the following twelve (12) paid holidays per calendar year.

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day (3 rd Monday in February)	Veterans’ Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Implementation of this holiday benefit shall be effective at the commencement of the next grant funding period for any employees who are in programs not currently funded for holiday benefits.

Section 2. If a holiday falls on a Saturday, the previous Friday shall be considered a holiday, or if on a Sunday, the following Monday shall be considered the holiday.

ARTICLE 6 **VACATIONS**

Section 1. Vacation benefits for full-time employees are as follows:

- a. First year of Employment through End of Fiscal Year June 30th. Employees hired from July 1st through October 31st shall be granted twelve (12) vacation days for use during their initial fiscal year period; employees hired November 1st through February 28th shall be granted five (5) vacation days for use during their initial fiscal year period; employees hired March 1st through June 30th shall not be eligible for any vacation days.

Vacation granted during the first year of employment shall not be subject to payout upon separation of employment or carryover into the next fiscal year.

- b. Beginning of First Full fiscal Year of Employment. At the commencement of the new employee's first full fiscal year, he/she shall be granted twelve (12) vacation days of vacation.
- c. Employees with more than one (1) year of service and less than six (6) years of service as of July 1st shall receive twelve (12) days paid vacation on July 1st.
- d. Employees with six (6) years of service but less than ten (10) years of service as of July 1st shall receive three (3) weeks paid vacation on July 1st.
- e. Employees with ten (10) or more years of full-time service as of July 1st shall receive four (4) weeks paid vacation on July 1st.
- f. An employee may take a maximum of one (1) week of earned vacation in increments of one (1) day or more provided that no less than one (1) week of earned vacation time is taken in a period of one week during that fiscal year.

Employees who are currently receiving greater vacation benefits than those set forth herein shall be grandfathered at their existing level for the duration of this Agreement.

Section 2.

- a. Employees may carry over a maximum of one week's vacation into the next fiscal year.
- b. An employee who terminates employment shall be paid for his/her prorated accumulated and unused vacation as of the date of termination; provided that

there shall be no such payment if the employee is discharged for just cause.

- c. The vacation year is July 1 to June 30.

Section 3. The Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. The employee shall give his/her Department Head a minimum of two (2) weeks notice when requesting vacation.

Section 4. Employees shall receive their regular rate of pay during vacations.

ARTICLE 7 SICK LEAVE

Section 1. Sick leave shall accumulate at the rate of one (1) day per month and said accumulation shall be limited to ninety (90) days.

Section 2.

- a. Sick leave shall be considered to be the absence from duty, with pay, of employees for the following reasons:
- 1) illness or injury, except where directly traceable to another employer;
 - 2) where exposure to contagious disease endangers the health of other employees, as determined by the Director of Health;
 - 3) for illness or injury of a minor child up to a maximum of three (3) days per fiscal year;
 - 4) pregnancy, termination of pregnancy, childbirth and any medical complications resulting from them which prevent the employee from returning to work, hereinafter referred to as maternity sick leave;
 - 5) for a scheduled or unscheduled doctor's visit.
- b. An employee shall be required to submit verification of his/her inability to work by a certified health professional under the following circumstances:
- 1) absence for more than three (3) consecutive days;
 - 2) absence of any duration when there is reasonable suspicion of abuse of leave privileges;
 - 3) upon return to duty following a workers' compensation injury.

The statement or form provided by the City shall contain at a minimum the following information:

- 1) the length of time that the employee's current illness or injury requires(ed) absence from work;

- 2) the date(s) on which the physician last treated the employee for the current illness or injury;
 - 3) the date on which the employee is cleared to return to work without restriction.
- c. An employee can utilize accrued time for care of serious family illness in accordance with the City's Family and Medical Leave Act (FMLA) Policy (See Appendix C).

Section 3. Sick leave credited for any month of service shall be available at any time during any subsequent months.

Section 4. Sick leave shall continue to accumulate during the time an employee is on authorized vacation or earned sick leave.

Section 5. No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal workweek.

Section 6. Unused sick leave shall not be added to authorized vacation time.

Section 7. A paid holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as a sick leave day.

Section 8. Implementation of this sick leave benefit shall be effective at the commencement of the next grant funding period for any employees who are in programs not currently funded for sick leave benefits.

ARTICLE 8 **OTHER LEAVE**

Section 1. Funeral Leave: An employee shall be permitted a leave of five (5) consecutive calendar days for death in the immediate family. Immediate family shall mean and include the following:

Mother	Sister	Mother-in-law	Sister-in-law
Father	Brother	Father-in-law	Brother-in-law
Son	Wife	Son-in-law	
Daughter	Husband	Daughter-in-law	

An employee shall be permitted a leave of three (3) consecutive calendar days for death among grandchildren and grandparents, on both the husband's and wife's side of the family, and any relative domiciled in the employee's household. If the leave includes days normally scheduled as workdays the employee shall receive pay for such days. Funeral leave will commence on the date of death or the day after the date of death.

Section 2. Military Leave: An employee who is required to be absent from his/her duties while engaged in training with a military reserve corps for a period not exceeding thirty (30) days in any calendar year, shall not have such time charged against accrued leave. During such absence, he/she shall receive the difference between his/her compensation

for military activities and his/her normal salary as an employee, in the event his/her municipal salary exceeds his/her military pay (In accordance with the provisions of Section 7-461, General Statutes of the State of Connecticut as amended).

Section 3. Professional Conferences: An employee may request leave with pay for attendance to a professional conference that is job related. Approval for such leave shall be at the discretion of the Department Head. Provided that funds are available in the grant, the Department Head may also approve payment of necessary and proper expenses for attendance to the professional conference. No employee shall be granted more than five (5) days per year of leave under this provision.

Section 4. Personal Leave: Time off with pay may be granted for personal pressing needs at the discretion of the Director of health or his/her designee not to exceed twenty two and one-half (22.5) hours per contract year. Approval of such time off shall not be unreasonable denied. Employees hired after March 1st shall be entitled to seven and one-half hours of personal leave during their initial fiscal year of employment. Employees hired prior to that date shall not receive personal leave during the initial fiscal year of employment.

Section 5. Maternity Leave:

- a. Maternity Leave shall mean pregnancy, termination of pregnancy, adoption, childbirth and medical complications resulting from them which result in a serious medical condition as defined in FMLA.
- b. Employees shall be entitled to unpaid leave in accordance with the provisions of the Family and Medical Leave Act. There will be no loss of accrued benefits during the period of such leave, but there will be no further accrual of length of service or other benefits during the leave. Available sick leave may be used during Family and Medical Leave to the extent permitted by law.
- c. Additional unpaid time, not to exceed one month, may be granted at the discretion of the Director of Health on the request of the employee or the employees' physician.

Section 6. Family and Medical Leave Act: Employees shall be entitled to leave in accordance with the provisions of the City's Family and Medical Leave Act (FMLA) Policy. (See Appendix C)

ARTICLE 9 **HOURS OF WORK**

Section 1.

- a. The workweek for full-time employees covered by this Agreement will be thirty-seven and one-half (37 ½) hours per week. The normal workday shall be 8:30 a.m. until 5:00 p.m., Monday through Friday, with one (1) hour for lunch.
- b. Notwithstanding the foregoing, the City shall have the authority to implement flexible work schedules, both as to days worked and hours worked, as well as to implement telecommuting arrangements with individual employees. Accordingly, the City may vary the normal 8:30 a.m. to 5:00 p.m., Monday

through Friday schedule, so long as no employee is required to work on a regularly scheduled basis more than thirty-seven and one-half (37 ½) hours per week or ten (10) hours in any single day.

- c. The hours set forth in sub-paragraph (a.) above shall not apply to any employee who has a previously established regular work schedule on a different basis prior to the commencement day of this contract.
- d. A fifteen (15) minute coffee/rest break shall be granted to each employee every morning and a similar period shall be granted each afternoon.

Section 2. It is recognized that the City reserves the right, as a management prerogative, to dock the pay of any non-exempt employee who reports late for work, leaves early, or who takes more than the scheduled lunch period.

Section 3. Overtime:

- a. Salaried exempt professional employees shall work such hours as are required to complete their job responsibilities.
- b. Non-exempt employees shall be paid time and one-half for all hours actually worked in excess of forty (40) hours in a workweek.
- c. Compensatory time for non-exempt employees may be granted on an hour for hour basis up to forty hours and one and one half hours beyond forty hours, with the approval of the supervisor. Compensatory time shall also be subject to the provisions of Section 4, below.

Section 4. The following shall apply to compensatory time:

- a. An employee may use compensatory time within a sixty (60) day period.
- b. An employee may accumulate compensatory time up to three (3) days or twenty-two and one-half (22.5) hours, which may be taken consecutively.
- c. An employee may use a compensatory day, before or after a vacation day, providing it does not cause disruption in the department. This provision is subject to the approval of the Director and will not be unreasonably denied.
- d. This provision shall not be construed as a guarantee of compensatory time.

Section 5. Grievance Committee. The grievance committee, not to exceed two individuals and the grievant shall have the right to process and represent an employee with a grievance or problem at any time without loss of pay.

Section 6. Release for Contract Negotiation Meetings. The appointed negotiating committee not to exceed two (2) employees will be allowed to attend any contract negotiating session scheduled during their regular workday without loss of pay.

Section 7. Emergency Call Back.

- a. Notwithstanding any other provision to the contrary, the Mayor shall have the right in the event of a declared disaster or emergency to order back or recall

employees to assist in the City's response to a disaster or emergency. Employees called back under this provision may be assigned to work outside of their classification for the duration of the emergency or disaster.

- b. In the event of a call back under this provision, employees shall be entitled to be paid overtime as provided in the agreement. If eligible for overtime, employees will earn a minimum of three (3) hours of overtime for any day during which they are called back.

ARTICLE 10 **SENIORITY AND LAYOFF**

Section 1. Employees shall accrue seniority based on total continuous service in any grant program(s). Seniority shall begin to accrue upon date of hire and shall be based on continuous service.

Each employee shall serve a probationary period of six (6) calendar months. The probationary period may be extended by mutual agreement of the Department Head and the Union, which shall be in writing. A probationary employee may be discharged at any time at the sole discretion of the City, and without recourse to the grievance procedure. Upon completion of the probationary period, an employee's seniority as defined in Section 1 shall be retroactive to the date of hire.

Section 2. In the event of elimination of a position or reduction from full-time to part-time, the employee in the grant program in the classification that position with the least seniority shall be laid off or reduced in hours provided the employee has the qualifications and ability to perform the work remaining. If an employee who is laid off in one grant program has greater seniority than another grant employee, in an equal or lower classification, the employee may bump based on seniority provided the employee has the qualifications and ability to perform the work.

ARTICLE 11 **MILEAGE ALLOWANCE**

Provided that approval is obtained in advance from the Department Head, an employee who uses his/her personal automobile for grant-program work shall be reimbursed at the current IRS rate per mile.

ARTICLE 12 **DUES CHECK-OFF**

Section 1.

- a. The City agrees to deduct from the paycheck of each employee who signed an authorized payroll-deduction card, a sum certified in writing, by an authorized official of the Union, to be Union dues.

- b. Effective the first full calendar month following implementation of this Agreement, all employees shall, within the first month of employment, either join the Union or pay a service fee to the Union, as a condition of employment.
- c. The City shall remit the dues and service fees collected from employees to the Union on a monthly basis, and shall, on a monthly basis, provide the Union with a list of the names of the employees from whom dues and service fees are collected, and the amount collected from each employee.

Section 2. These deductions shall be made on dates agreed to by the City at the Union and the frequency of these deductions shall be that which is determined by the Comptroller and the Union.

Section 3. Employees who have authorized Union dues deductions, or, pay service fees, who are not eligible to receive pay on the scheduled date for such deductions, shall be subjected to a double deduction on the next scheduled date thereof.

Section 4. Authorized representatives of the Union shall be allowed to see payroll records for deductions when necessary.

Section 5. The Union shall indemnify and hold the City harmless from any liability resulting from any and all claims, suits, or any actions arising from compliance with this Article, or in on any list, notice, certification or authorization furnished under this Article.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 1. Purpose

The purpose of this Article is to provide an orderly method of adjusting grievances as herein defined.

Section 2. Definitions

A grievance is any complaint by an employee or the Union concerning the interpretation or application of a provision of this Agreement.

Section 3. Disciplinary Action

The City shall not discipline or discharge an employee except for just cause.

Section 4. Processing of Grievances

Before a formal grievance is initiated the employee shall discuss the matter with his/her immediate supervisor within seven (7) calendar days of the event or occurrence giving rise to the grievance. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance.

**FIRST STEP
DEPARTMENT HEAD**

- a. The employee or Union representative shall put the grievance in writing, including all facts pertaining to the grievance and the remedy requested. The written grievance shall be presented to the Department Head within seven (7) calendar days of having discussed the grievance with his/her supervisor.
- b. The Department Head shall, within ten (10) calendar days, review the facts with all concerned at a meeting to be called by the Department Head for that purpose. The Department Head shall notify the employee and the Union, in writing, of his/her decision within seven (7) days of the meeting.

**SECOND STEP
DIRECTOR OF PERSONNEL AND LABOR RELATIONS**

- a. If the employee and the Union are not satisfied with the Department Head's decision, they shall submit the grievance in writing to the Director of Personnel and Labor Relations within five (5) calendar days of receipt of the first decision by the Department Head. The written grievance shall contain all facts pertaining to the grievance, the first step decision, and the requested remedy.
- b. The Director of Personnel and Labor Relations or his/her representative shall arrange a meeting with the representatives of the Union to review the grievance, within ten (10) days of receipt of the grievance. The Director shall notify the employee and the Union of his/her decision within five (5) calendar days following the meeting.

**THIRD STEP
ARBITRATION**

- a. In the event the Union is not satisfied with the decision reached at the second step, the Union may appeal to arbitration by filing a written notice of intent to arbitrate with the Connecticut State Board of Mediation and Arbitration and the Director of Personnel and Labor Relations. Such filing must be made within fifteen (15) calendar days of receipt of the second step decision.
- b. The decision of the arbitrator shall be final and binding on both parties provided it is in accordance with law.
- c. Each party shall be liable for its own share of expense and any general expense of the arbitration not applicable to either party shall be shared by the parties.

Section 4. General Provisions:

- a. The time limits specified in the preceding sections of this Article may be changed by mutual agreement of the City and the Union.
- b. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself, provided only the Union can process a grievance to arbitration on the employee's behalf.

- c. The failure by the Union to process a grievance to the next step within the time limits provided for herein shall mean that the grievance has been satisfactorily resolved at the last step to which it was properly processed.

ARTICLE 14 RETIREMENT

Effective May 1, 2000, the City shall form the committee as provided in this section to establish a qualified Simplified Employee Pension (SEP) Pension Plan at no expense to the employees.

The City shall contribute each year three percent (3%) of the gross salary for each employee covered by this Agreement subject to the funding of such payment by the grantor agency. Grant applications filed following the authorization of this contract shall contain a request for not less than three percent (3%) of the gross salary to fund this provision.

Selection of the Administrator for this pension provision shall be made by a committee consisting of the Comptroller or his/her designee, the Finance Director or his/her designee, the Personnel Director or his/her designee and the President of Local 2405 or his/her designee and two additional Union representatives.

In the event of the parties are unable to agree on the administrator, the parties shall take turns striking out one name from the list until there is only one name remaining. The parties shall select the method to determine who gets the first opportunity to strike out a name. The SEP will cease to exist as of July 1, 2013.

Effective upon ratification of the 2012-2016 contract, eligible employees shall be enrolled in the City's 401A defined contribution pension plan and their participation and benefits shall subject to the provisions in the plan entitled "City of Norwalk 401A Defined Contribution Retirement Plan". Negotiations over that plan and its provisions shall be conducted pursuant to coalition bargaining between the City of Norwalk and the Pension coalition.

**ARTICLE 15
DURATION**

This Agreement shall take effect upon signing and shall continue in full force and effect until June 30, 2020.

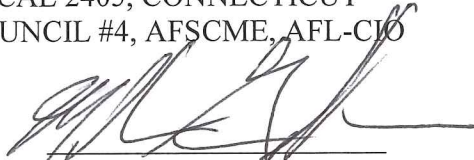
After March 1, 2020, either party may initiate negotiations for the ensuing fiscal year by providing written request to open negotiations at least sixty (60) days prior to expiration date of the contract.

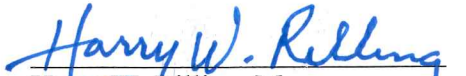
Agreement made by and between City of Norwalk and Local 2405, Connecticut Council #4, AFSCME, AFL-CIO (Grant Employees)


Dated this 7 day of September 2018

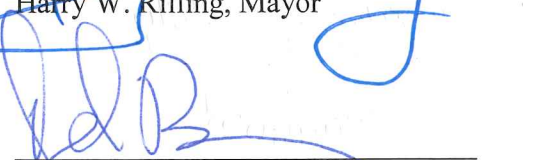
LOCAL 2405, CONNECTICUT
COUNCIL #4, AFSCME, AFL-CIO


CITY OF NORWALK

By: 
Milton Giddiens, President

By: 
Harry W. Rilling, Mayor

By: 
Robert Montuori
Staff Representative
Connecticut Council #4

By: 
Raymond Burney
Director of Personnel &
Labor Relations

By: 
Megan DiMeglio

APPENDIX A

JOB CLASSIFICATIONS AND WAGES

<u>JOB CLASSIFICATION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
Nutritionist	\$57,387.26	10/1/2015
WIC Bilingual Project Assistant	\$39,693.69	3/27/2017
Local WIC Site Nutritionist	\$59,280.88	10/1/2015
Project Coordinator	\$61,471.17	10/1/2015
Health Education Associate	\$51,659.84	10/1/2015
Disease Intervention Specialist +	\$50,895.00	7/18/2016
IAP Coordinator	\$54,708.00	2/17/2017

WAGE RATES FOR THE ABOVE CLASSIFICATIONS

Employees shall be granted wage increases as follows:

Effective and retroactive to July 1, 2016, 2.35%

Effective and retroactive to July 1, 2017, 1.25%

Effective January 1, 2018, 1.10%

Effective July 1, 2018, 1.25%

Effective January 1, 2019, 1.10%

Effective July 1, 2019, 1.25%

Effective January 1, 2020, 1.10%

APPENDIX B
Health Care Grid
CIGNA OPEN ACCESS POS MEDICAL PLAN – SUMMARY OF BENEFITS*

Open Access POS

<i>Benefits</i>	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Annual Deductible</i>		
Individual	None	\$200
Family	None	\$400
<i>Annual Out-of-Pocket Maximum¹</i>		
Individual	None	\$1,200 including deductible
Family	None	\$2,400 including deductible
<i>Pre-Existing Condition Limitation²</i>	No (initial group)	No (initial group)
<i>Lifetime Maximum</i>	Unlimited	Unlimited

<i>Office Visit</i>		
Illness \ Injury	100% after \$20 per visit	80%*
Allergy Treatment	100% after \$20 per visit	80%*
<i>Preventive Care</i>		
Routine Preventive Care for Children (including immunizations)	100% per visit , birth thru age 2	80%*
Routine Preventive Care	100% per visit	80%*
Well Woman Care (including Pap Test)	100% per visit	80%*
<i>Independent X-Ray and Lab</i>	100%	80%*
<i>Prescription Drugs</i>	Participating Pharmacy	Non Participating
Retail Generic	100% after \$10 per 30 day supply	80%
Retail Brand	100% after \$30 per 30 day supply	80%
Retail Non-formulary	100% after \$45 per 30 day supply	
Mail Order	Twice copay per 90 day supply *	Not covered
<i>Emergency</i>		
Doctor's Office	100% after \$20 office visit copay	80%*
Urgent Care Facility	\$25 per visit	<i>Care will be covered at in-network benefit level if it meets CIGNA Healthcare's definition of emergency.</i>
Emergency Room	\$100 copay per visit	
Ambulance	100%	
<i>Maternity</i>		
Initial Visit to Confirm Pregnancy	100% after \$20 office visit copay	80%*
Delivery \ Prenatal \ Postnatal Visits	100%*	80%*
Hospital	100% after \$100 per admission	80%*
Birthing Centers	100% after \$100 per admission	80%*
<i>Hospital Inpatient³</i>		
Doctor Visits	100% after \$100 per admission	80%*
	100%	80%*
Outpatient Preadmission Testing	100% after \$20 office visit copay	80%*
<i>Outpatient Surgical Facility</i>	100%	80%*
<i>Surgery</i>		
Surgeon's Fees	100%	80%*
Second Opinion Consultation	100% after \$20 office visit copay	80%*
Non-Surgical TMJ	100% after \$20 office visit copay	80%*

Benefits	In-Network	Out-of-Network
Infertility Services⁴ Office Visit (includes tests & counseling) (\$10,000 Combined Physician and Facility Lifetime Maximum for In-vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.) Surgery Inpatient Facility Services Outpatient Surgical Facility Physician Services	100% after \$20, copay \$100 per admission, then 100% of charges 100% 100%	80%* 80%* 80%* 80%*
Family Planning Office Visit (Includes tests & counseling)	100% after \$20, copay	80%*
Vasectomy/Tubal Ligation Performed in Physician Office Performed in Outpatient Facility	100% after \$20 copay 100%	80%* 80%*
Vasectomy/Tubal Ligation Reversal⁵ (\$15,000 Combined Physician and Facility Lifetime Maximum) Inpatient Facility Outpatient Facility Physician's Services	\$100 per admission, then 100% of charges 100% 100% after \$ 20 copay	80%* 80%* 80%*
Outpatient Rehabilitation⁶ Includes Physical, Speech, Occupational and Chiropractic Therapy ⁶	\$20 per visit 45 days max./calendar year** 45 days max./calendar year**	80%* 45 days max./calendar year** 45 days max./calendar year**
Special Services Skilled Nursing Facility Home Health Care Hospice - Inpatient Hospice - Outpatient	100% 60 days max./calendar year** 100% 100% 100%	80%* 60 days max./calendar year** 80%* 100% 100%
Durable Medical Equipment⁷ *\$10,000 Calendar Year Maximum	100%	80%*
External Prosthetic Appliances *\$10,000 Calendar Year Maximum	100%	80%*
Mental Health, Alcohol and Drug Abuse Rehabilitation Inpatient Outpatient	\$100 per admission, then 100% of charges \$20 per visit	80%* 80%*
Group Therapy	\$20 per visit	80%*
Vision Care⁸ Effective 1/1/2008, vision benefits are contained are provided pursuant to Appendix D.		Not Covered.
	Effective January 1, 2008, the vision benefit will be changed to coverage outline in Exhibit 1	

- **Subject to Deductible (Refer to the next page for Service Specific Notes and Exclusions)*
- ***All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.*

Service Specific Notes:

All plan deductibles, plan out-of-pocket maximums, and service specific maximums (dollar and occurrence) cross-accumulate between in-network and out-of-network unless otherwise noted.

Refer to numbered notations in Benefit Summary for cross-reference to the following notes.

1. Once the out-of-pocket maximum is reached the plan pays 100% of eligible charges for the remainder of the plan year, except for mental health and substance abuse treatment which will continue to be paid at the specified levels.
2. Coverage for the pre-existing condition is excluded until one year of being continuously insured, unless the patient is treatment free for a 90 day period. Pre-existing condition applies to any condition treated (including prescriptions) within 90 days prior to effective date.
3. All inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review. If your admission/stay is not authorized there may be a reduction or denial of coverage.
4. Infertility benefits are limited to services for testing, diagnosis, and corrective procedures. Charges for, or in connection with in-vitro fertilization, artificial insemination, or any other similar procedure are covered.
5. Charges for Vasectomy/Tubal Ligation reversal are covered.
6. Speech therapy which is not restorative in nature will not be covered.
7. **Hearing Aides and Replacement batteries are covered up to a \$2,000 limit** within a 24 month period.
8. Vision Care is included in the plan **through VSP. Effective 1/1/2008, see BELOW.**

Exclusions* (by way of example but not limited to):

- Services not medically necessary, except specifically outlined preventive care.
- Charges which the person is not legally required to pay.
- Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service.
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
- Experimental or investigational procedures and treatments.
- Cosmetic Surgery.
- Reports, evaluations, examinations or hospitalizations not required for health reasons such as employment or insurance examinations.

- Routine eye exams and eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery, unless vision care is specifically included in the plan(s).
- Treatment of teeth/periodontium under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth.
- Transsexual surgery and related services.
- Therapy to improve general physical condition.
- Personal or comfort items such as personal care kits, television, and telephone rental in hospitals.
- Surgical treatment for correction of refractive errors, including radial keratotomy.
- Routine foot care.
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder.
- Any injury resulting from, or in the course of, any employment for wage or profit.
- Any sickness **or injury** covered under any workers' compensation or similar law.
- Over the counter disposable or consumable supplies, including orthotic devices.
- Charges in excess of the Reasonable and Customary allowance.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries, including Connecticut General Life Insurance Company, Intracorp®, and CIGNA Behavioral Health, Inc., and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. *Copyright 1994 CIGNA Health Corporation*

*** The parties agree that any change in exclusions shall be subject to contract negotiations prior to implementation except where such exclusion is currently listed in the union contract, contained in the SPD dated August 2005, excluded under prior practice or included as a exclusion because the City is not subject to the particular state mandate.**

CIGNA PPO DENTAL PLAN – SUMMARY OF BENEFITS

Benefits	In-Network		Out-of-Network	
	Plan Pays	You Pay	Plan Pays	You Pay
Calendar Year Maximum (Class I, II and III expenses)	\$1,500		\$1,500	
Annual Deductible Individual Family	\$50 per person \$150 per family		\$50 per person \$150 per family	
Reimbursement Levels	Based on Reduced Contracted Fees		Based on Customary Allowances	
Class I – Preventive & Diagnostic Care Oral Exams (Two per year) Routine Cleanings (Two per year) Full Mouth X-rays (One complete set every three years) Bitewing X-rays (Two per year) Panoramic X-ray (One every three years) Fluoride Application (One per year for Persons under 19) Sealants (Limited to posterior tooth for a person less than 14/One treatment per tooth every three years) Space Maintainers (Limited to non- Orthodontic treatment) Emergency Care to Relieve Pain Histopathologic Exams	100%	No Charge	100%	No Charge
Class II - Basic Restorative Care Fillings Root Canal Therapy Osseous Surgery Periodontal Scaling and Root Planing Denture Adjustments and Repairs Simple Extractions Oral Surgery Anesthetics	80%*	20%*	80%*	20%*
Class III – Major Restorative Care Crowns Dentures Bridges Repairs to Crowns and Inlays Surgical Extractions of Impacted Teeth	50%*	50%*	50%*	50%*
Class IV – Orthodontia Lifetime Maximum	50%* \$2,000	50%*	50%* \$2,000	50%*

Pretreatment review is suggested when dental work in excess of \$200 is proposed.
All plan deductibles and maximums (dollar and occurrence) cross-accumulate between In-Network and Out-of-Network unless otherwise noted.

* *Subject to annual deductible*

CIGNA Dental PPO Exclusions and Limitations

Exclusions

Covered expenses will not include, and no payment will be made for, expenses incurred for:

- Services performed solely for cosmetic reasons;
- Replacement of a lost or stolen appliance;
- Replacement of a bridge, crown or denture within five years after the date it was originally installed unless: (a) such replacement is made necessary by the placement of an original opposing full denture or the necessary extraction of natural teeth; or (b) the bridge, crown or denture, while in the mouth, has been damaged beyond repair as a result of an injury received while a person is insured for these benefits;
- Any replacement of a bridge, crown or denture which is or can be made useable according to common dental standards;
- Procedures, appliances or restorations (except full dentures) whose main purpose is to (a) change vertical dimension; (b) diagnose or treat conditions or dysfunction of the temporomandibular joint; (c) stabilize periodontally involved teeth; or (d) restore occlusion;
- Porcelain or acrylic veneers of crowns or pontics on or replacing the upper and lower first, second or third molars;
- Bite registrations; precision or semi-precision attachments; or splinting;
- A surgical implant of any type including any prosthetic device attached to it;
- Instruction for plaque control, oral hygiene and diet;
- Dental services that do not meet common dental standards;
- Services that are deemed to be medical services;
- Services and supplies received from a hospital;
- Services for which benefits are not payable according to the “General Limitations” section.

In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

General Limitations

No payment will be made for expenses incurred for you or any one of your Dependents:

- For or in connection with an injury arising out of, or in the course of, any employment for wage or profit;
- For or in connection with a sickness which is covered under any workers’ compensation or similar law;
- For charges made by a Hospital owned or operated by or which provides care or performs services for the United States Government, if such charges are directly related to a military service connected condition;
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- For charges which the person is not legally required to pay;
- To the extent that they are more than either the applicable Contracted Fee, applicable Reasonable or Customary Charges or applicable Scheduled Amount;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid; or
- For or in connection with experimental procedures or treatment methods not approved by the American Dental Association or the appropriate dental specialty society.

No payment will be made for expenses incurred by you or any one of your Dependents to the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a “no-fault” insurance law or an uninsured motorist insurance law. Connecticut General Life Insurance Company will take into account any adjustment option chosen under such part by you or any one of your Dependents.

**EXHIBIT B
MEDICAL PLAN SUMMARY - HDHP-HSA PLAN**

Effective January 1, 2014

	HDHP Plan	HDHP Plan
Eligibility	In Network	Out of Network
All employees except those excluded by federal law	Eligible employee, spouse and dependents to age 26	Eligible employee, spouse and dependents to age 26

	HDHP Plan	HDHP Plan
General Provisions	In Network Member Pays	Out of Network Member Pays
Co-payments	Not applicable	Not applicable
Deductible The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).	\$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network)	\$2,000 per individual per plan year \$4,000 per family per plan year (Combined in network and out of network)
Coinsurance	0% after deductible (Plan pays 100% after deductible)	20% after deductible (80% by Plan and 20% by member)
Maximum out-of-pocket The amount the member pays for any services counts towards both in-network and out of network deductibles. (Cross accumulation).	\$2,000 for individual per plan year \$4,000 for family per plan year	\$4,000 for individual per plan year \$8,000 for family per plan year
Payment Basis	Negotiated fees; no balance billing	300% of MRC
Plan Year	January 1 - December 31	January 1 - December 31

Inpatient Hospital Services Semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and laboratory fees, physical therapy, occupational therapy, drugs, operating room fees, dialysis, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Outpatient Hospital Services Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemotherapy, etc.	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Inpatient Mental Health Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Inpatient Substance Abuse Services	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Outpatient Mental Health and Substance Abuse	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Physician services		
Medical Care (Clinical indications of illness)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Allergy Care		
Office visits Testing	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Injections	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Well Child Care	0%	20%

(No clinical indications or history)	(Plan pays 100%; deductible waived)	(Plan pays 80% of MRC after deductible)
Adult Physical Examinations (No clinical indications or history) (Includes hearing screening)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Routine Mammography (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Vision Screening	See Vision Plan	
Routine Gynecological (No clinical indication or history)	0% (Plan pays 100%; deductible waived)	20% (Plan pays 80% of MRC after deductible)
Maternity Care (Prenatal and postnatal)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Emergency Care		
Emergency Room Visits	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)
Urgent Care	0% after deductible (Plan pays 100% after deductible for medically necessary care)	0% after deductible (Plan pays 100% after deductible for medically necessary care)
Walk-in Care (Walk in center or physician's office)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Ambulance	0% after deductible (Plan pays 100% after deductible)	0% after deductible (Plan pays 100% after deductible)
Outpatient Therapy Coverage		
Speech Therapy, Occupational Therapy, Physical Therapy 45 days combined maximum per year	0% after deductible (Plan pays 100% after deductible) Maximum of 45 visits per plan year (combined in-network and out-of-network)	20% (Plan pays 80% of MRC after deductible) Maximum of 45 visits per plan year (combined in-network and out-of-network)

Chiropractic Services 45 days combine maximum per year	0% after deductible (Plan pays 100% after deductible) Maximum of 45 visits per plan year (combined in- network and out-of- network)	20% (Plan pays 80% of MRC after deductible) Maximum of 45 visits per plan year (combined in- network and out-of- network)
Labs and X-Rays	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
High Cost Diagnostic Testing (MRI, CAT, PET, CT)	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Home Health Care Maximum 16 hours per days	0% after deductible (Plan pays 100% after deductible) Maximum of 200 days per plan year combined in-network and out-of- network	20% (Plan pays 80% of MRC after deductible) Maximum of 200 days per plan year combined in-network and out-of- network
Hospice Care	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
60 days combine maximum per year		
Durable Medical Equipment and Prosthesis	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)
Vision Rider	See Vision Plan	
Prescription Drug Benefits administered by Medco/ESI	0% after deductible (Plan pays 100% after deductible)	20% (Plan pays 80% of MRC after deductible)

Vision Benefit

Effective January 1, 2008

Vision Care Services	Member Cost	Out-of- Network
Exam with Dilation as Necessary:	\$10 Copay	Up to \$35
Contact Lens Fit and Follow-Up Options:		
Standard*	Up to \$55	N/A
Premium**	10% off retail price	N/A
Frames (any available frame at provider location):	\$0 Copay, \$100 allowance Up to \$45 for a frame plus 20% off balance over \$100	
Standard Plastic Lenses:		
Single Vision	\$25 Copay	Up to \$25
Bifocal	\$25 Copay	Up to \$40
Trifocal	\$25 Copay	Up to \$55
Lens Options (paid by the member):		
Tint (Solid and Gradient)	\$15	N/A
UV Coating	\$15	N/A
Standard Scratch-Resistance	\$15	N/A
Standard Polycarbonate	\$40	N/A
Standard Anti-Reflective	\$45	N/A
Standard Progressive (Add-on to Bifocal)	\$65	N/A
Other Add-Ons and Services	20% off retail price	N/A
Contact Lenses: (allowance for materials only)		
Conventional	\$0 Copay, \$115 allowance, 15% discount off balance over \$115	\$92
Disposables	\$0 Copay, \$115 allowance, plus balance over \$115	\$92
Medically Necessary	\$0 Copay, Paid in full	\$200

Standard Contact Lens Fitting - spherical clear contact lenses in conventional wear and planned replacement (examples include but not limited to disposable, frequent replacement, etc).

**Premium Contact Lens Fitting – all lens designs, materials and specialty fittings other than Standard Contact Lenses (examples include toric, multifocal, etc.)

Plan Limitations/Exclusions:

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing
- Corrective eyewear required by an employer as a condition of employment and safety eyewear unless specifically covered under plan
- Services provided as a result of any Workers Compensation law

- Anisokonic lenses
- Medical and/or surgical treatment of the eye, eyes, or supporting structures
- Services or materials provided by any other group benefit providing for vision care
- Two pair of glasses in lieu of bifocals
- Certain frame brands in which the manufacturer imposes a no discount policy
- Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount)

Additional Value Added Savings:*

Members receive a 20% discount on remaining balance at participating providers. This discount does not apply to EyeMed providers professional services or disposable contact lenses. Members also receive a 40% discount on unlimited additional eyewear purchases (complete pairs) after initial benefit has been used. After initial purchase with above benefit, replacement contact lenses may be obtained via the internet at competitive prices and mailed directly to the member. Details are available at www.eyemedvisioncare.com.

Members also receive 15% off retail price or %5 off promotional price for Lasik or PRK from the US Laser Network, owned and operated by LCA Vision. Since Lasik or PRK vision correction is an elective procedure, performed by specially trained providers, this discount may not always be available from a provider in your immediate location. For a location near you and the discount authorization, please call: 1-877-5LASER6.

Benefits may not be combined with any discount, promotional offering or other group benefit plan. Allowances are one-time use benefits with no remaining balance available. Lost or broken materials are not covered.

* In the event the City elects to change carriers, the “Additional Value Added Savings” portion shall not be included as “benefits” in any change of carrier determination under Article V, Section 6.

MEDICAL PLAN-STATE PARTNERSHIP 2.0

CT 2.0 Partnership - Benefit Overview

Provision	In-Network	Out of Network Member Pays	
Preventive Care: <ul style="list-style-type: none"> ● Exams ● OBGYN ● Mammogram ● Colonoscopy 	\$0	20% of UCR Amount	
Annual Deductible	\$350/Individual \$350/Family per member Waived for wellness compliance	\$300/Individual \$900/Family	
Coinsurance (after meeting deductible)	N/A	20% of UCR	
Annual Out of Pocket Maximum	\$2,000/Individual \$4,000/Family	\$2,300/Individual \$4,900/Family Includes deductible	
Copays <ul style="list-style-type: none"> · Primary Office Visit · Specialist Office Visit · Urgent Care/Walk-in · Acupuncture (20 visits per year) · Chiropractic · Diagnostic Lab/XRays · **High Cost Testing (MRI, CAT, etc.) · Emergency Room · Inpatient Hospital · Mental Health/Substance Abuse 	\$15 \$15 \$15 \$15 \$0 \$0 Prior authorization required \$250 (waived if admitted) \$0	20% of UCR amount 20% of UCR amount 20% of UCR amount 20% of UCR amount 20% of UCR amount 20% of UCR amount Prior authorization required \$250 (waived if admitted) 20% of UCR amount 20% of UCR amount (prior authorization may be required) 20% of UCR amount 20% of UCR amount	
Prescriptions Generic Preferred Non-Preferred	Maintenance \$5 \$10 \$25	Non-Maintenance \$5 \$20 \$35	Targeted Chronic Conditions \$0 \$5 \$12.50

<p>Annual Out of Pocket Maximum: \$4,600/Individual \$9,200/Family</p>			
<p>Health Enhancement Program (HEP) Wellness Compliance Members have one full calendar year to complete HEP compliance*: Preventive Care Vision Exam Dental Cleanings Cholesterol Screening Mammogram OBGYN Colonoscopy *Age appropriate schedule</p> <p>Failure to comply results in: Additional \$100 per month premium \$350 Individual deductible</p>			

CT 2.0 Partnership - Dental Benefit Overview (\$1,500 Annual Maximum Plan)

Provision	In/Out of Network	
Annual Deductible	\$0	
Annual Maximum Plan Benefit	\$1,500	
Lifetime Orthodontia Maximum Benefit	\$1,500	
Preventive	Deductible Waived Yes	Plan Pays
X-rays		100%
Cleanings		100%
Oral Exam		100%
Flouride		100%
Basic	N/A	
Fillings		80%
Endodontics		80%
Periodontics		80%
Simple Extractions		80%
Dentures (Repairs Only)		80%
Bridges (Repairs Only)		80%
Major	N/A	
Crowns		67%
Inlays		67%
Onlays		67%
Dentures		67%
Bridges		67%
Space Maintainers		100%
Oral Surgery		67%
Orthodontia		
Braces (Adult and Child)		50% Child Only

CT 2.0 Partnership - Vision Benefit Overview (through CIGNA)

Provision	In-Network	Out of Network	Frequency
Materials Copay Single Vision Lenses Bifocal Lenses Trifocal Lenses Lenticular Lenses Contact Lenses (Retail Allowance) Elective Therapeutic Frame (Retail Allowance)	\$0 Covered in Full Covered in Full Covered in Full Covered in Full \$360 Allowance Covered in Full \$175 Allowance	N/A \$40 Allowance \$65 Allowance \$75 Allowance \$100 Allowance \$345 Allowance \$345 Allowance \$126 Allowance	12 Months for Lenses, Contact Lenses, and Frames
In-Network Benefits Include: One pair prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms) Lens Options: <ul style="list-style-type: none"> • Standard Polycarbonate: covered for < 18 years of age; min. 20% save, \$40 out-of-pocket max for adults • Oversize lenses: covered under plan • Rose Tints: #1 and #2: covered under plan • Solid Tints: min 20% sav; \$15 out-of-pocket max; Gradient Tints: \$20 out-of-pocket max • Standard photochromics: 20% save, \$78 out-of-pocket max • Standard anti-reflective coating: min 20% save, \$45 out-of-pocket max; Standard scratch/UV coating: min 20% save, \$17 out-of-pocket max • Progressive lenses: covered up to bifocal lens amount with 20% save on the difference • \$81 out-of-pocket max for standard lens One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance.			
One pair or a single purchase supply of contact lenses - in lieu of lenses and frame benefit (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including fitting and evaluation) and contact lens materials. Vision Network Savings Program: minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription; offered savings does not apply to contact lens materials.			

APPENDIX C

CITY OF NORWALK

FAMILY AND MEDICAL LEAVE ACT POLICY

OVERVIEW

The City of Norwalk is a “covered” employer under the Federal Family and Medical Leave Act (FMLA or Act) and is subject to all rules and regulations under the Act. The Connecticut family and medical leave statutes and regulations do not apply to the City.

In general, the FMLA allows eligible employees to take job-protected leave for the reasons specified in the law. Eligibility for leave, the reasons for leave, the allowable length of leave and the benefits and protections of the FMLA are specified in the Act and related regulations, and summarized in this Policy. This Policy is based on the Act and regulations, as amended to January 2009.

Questions concerning the FMLA and this Policy should be directed to the City’s Personnel Department.

POLICY

It is the policy of the City of Norwalk to grant FMLA leave to the full extent of the law. For employees with accumulated paid leave, FMLA leave is first charged to the employee’s accrued paid leave which is eligible for use based on the reason for the FMLA leave. Sick leave, if applicable, vacation and personal leave run concurrently with FMLA leave time until the paid leaves are exhausted. When an employee has no accrued leave time or when accrued paid leave time is fully utilized, FMLA leave is unpaid. During the period of FMLA leave, whether paid or unpaid, an employee remains eligible for health insurance coverage paid by the City to the same extent as prior to the leave.

SPECIFIC PROVISIONS

A. Eligibility

In order to qualify for FMLA leave, the employee must meet all of the following conditions:

- The employee must have worked for the City for 12 months, which need not be consecutive.
- The employee must have worked at least 1,250 hours during the 12 months immediately preceding the start of the FMLA leave.

B. Qualifying Reasons, Types of Leave and Length of Leave

In general, an employee is eligible for up to 12 workweeks of FMLA leave in a 12-month period. When the leave is to care for an injured or ill service member, an employee is eligible for up to 26 weeks of leave in a 12-month period. The 12-month period starts on the date of the employee's first day of FMLA leave. In most cases, leave is full-time, but intermittent leave is permitted in certain circumstances described below.

In General - Leave for 12 Workweeks:

The City will grant an employee up to a total of 12 workweeks of FMLA leave in a 12-month period for one or more of the following reasons:

- The birth of a child, and to care for a newborn child;
- The placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- To care for an immediate family member (spouse, child or parent – but not a parent “in-law”) with a serious health condition;
- When the employee is unable to perform the duties of his or her position due to a serious health condition, including incapacity due to pregnancy, prenatal medical care or child birth; and
- A qualifying exigency arising out of a family member's military service, including one more of the following reasons:
 - a) a short notice deployment;
 - b) military events and related activities;
 - c) childcare and school activities;
 - d) financial and legal arrangements;
 - e) counseling;
 - f) rest and recuperation;
 - g) post-deployment activities; or
 - h) additional duties that arise out of the active duty or call to active duty of a covered military member, provided that the City and the employee agree that such leave qualifies as an exigency, and agree to both the timing and the duration of such leave.

Leave to Care for an Injured or Ill Service Member:

An eligible employee may take up to 26 workweeks of FMLA leave during a 12-month period to care for an injured or ill service member who is the employee's spouse, parent, child or next of kin, and who incurred the injury or illness in the line of duty and while on active duty in the Armed Forces. The injury or illness must render the service member medically unable to perform the duties of his/her office, grade, rank or rating. This provision applies to service members who are undergoing medical treatment, recuperation, or therapy, are in outpatient status, or who are on the temporary disability retired list, for a serious injury or illness.

When combined with any other type of FMLA qualifying leave, total leave time may not exceed 26 weeks in a single twelve 12 month period. Standard FMLA leave procedures described below apply to all requests for and designation of leave for this purpose. However, in the case of leave to care for an injured or ill service member, the 12-month period begins on the day such leave actually commences.

Limitations on Certain Leaves:

FMLA leave to care for a newborn child or newly placed adopted child must normally be taken as consecutive days. An employee may request that such leave be taken on non-consecutive days. Approval for leave on non-consecutive days is at the sole discretion of the Department Head and Director of Personnel. All leave to care for a newborn or newly adopted child must conclude within 12 months of the date of birth or adoption.

If two City employees request leave for the birth of their child, placement of a child with them through adoption or foster care, or to care for a seriously ill parent, the two employees will be entitled to a maximum combined total leave equal to 12 weeks in any one 12-month period. If either spouse or parent (or both) uses a portion of the total 12-week entitlement for one of these purposes, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement period.

Definition of Serious Health Condition:

For purposes of the FMLA, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility.
- A period of incapacity requiring absence of more than three consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (for example, a physical therapist) under orders of, or on referral by, a health care provider; or
 - 2) treatment by a health care provider, on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The requirement for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.

- Any period of incapacity or continuing treatment related to a chronic serious health condition that is incurable or so serious that would most likely result in incapacity of more than 3 consecutive days if left untreated. For chronic conditions, the employee must have at least two in-person visits for treatment by a health care provider each year.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, terminal illnesses).

Intermittent/Reduced Schedule Leave:

Employees may take leave on an intermittent basis or work a reduced schedule when:

- Medically necessary to care for a seriously ill family member;
- Medically necessary due to the employee's serious health condition;
- To care for a newborn or newly placed adopted or foster care child, with approval by the Department Head and the Director of Personnel.

The following conditions apply to intermittent or reduced schedule leave:

- Employees must make a reasonable effort to schedule such leave in a way that does not disrupt the department or division operations.
- Employees making such a request may be transferred temporarily to an alternative job with equivalent pay and benefits, which accommodates recurring periods of leave better than the employee's regular job.
- Applicable collective bargaining agreements must be complied with.

C. Use of Paid and Unpaid Leave:

For all leave time taken under the FMLA, employees are required to use paid leave time, if such is available, prior to taking unpaid leave. Paid leave is to be charged in the following order: sick leave (if the reason for the leave qualifies as sick leave), vacation, personal leave. On a case-by-case basis, the Director of Personnel may allow an employee to withhold up to three vacation days to be available for use for emergencies or special needs upon the employee's return from leave. All paid leave must be taken in accordance with the City's leave policies and any collective bargaining agreement covering the employee. Unpaid leave will be charged in one-hour increments.

An employee must be placed on FMLA leave as soon as there is information that the leave taken qualifies as FMLA. Leaves which may be covered by other laws (such as Worker's Compensation) or by collective bargaining agreements (particularly accrued sick leave), are also designated as FMLA leave.

D. Notification:

Employee Notice and Responsibilities:

An eligible employee requesting FMLA leave must provide to his/her Department Head:

- 30 days advance notice of the need to take FMLA leave when the need is foreseeable. If the need is not known 30 days in advance, the notice must be given as soon as practicable, either the same or the next work day after the employee knows of the need for leave, and in compliance with any contractual or departmental rules for calling-in sick.
- Sufficient information and documentation that the employee needs leave for an FMLA qualifying reason.

An eligible employee requesting FMLA leave must provide to the Personnel Department:

- If the leave is for a serious health condition of the employee or a family member, within 15 calendar days from the date of the request for leave or designation by the City of FMLA leave, a Certification of Health Care Provider.
- If the leave is a qualifying exigency for military family leave, a Certification of Qualifying Exigency.
- If the leave is to care for an ill or injured service member, a Certification for Serious Injury or Illness of a Covered Service.

Copies of all necessary forms are available from the Personnel Department.

If, at the time of an employee's absence, the City was not aware that the absence was for an FMLA qualifying reason, notice and documentation that the leave was taken for an FMLA qualifying reason must be provided within 2 business days of the employee's return to work.

The employee need not mention FMLA when requesting leave to meet the notification requirement, but need only explain why leave is needed. In this circumstance, the City will notify the employee that the leave may qualify as FMLA leave and will provide the employee with any required forms.

E. Employer Notice and Responsibilities:

The Personnel Department will post notices of employees' rights and responsibilities under the FMLA, and will provide copies of this policy to all employees.

Department Heads will take the following steps to provide information to the Personnel Department and employees concerning FMLA leave:

- Whenever a supervisor becomes aware that an employee is requesting leave or is out of work for three (3) or more consecutive working days due to a serious health condition, the supervisor will report this to the department head, who will consult with the Personnel Department to determine if the employee's absence should be designated as FMLA leave;
- Upon request by the employee or upon determination by the City that an employee's absence qualifies for FMLA leave, the employee or department head shall submit an application for FMLA Leave to the Personnel Department. The Personnel Department will provide the employee and department head with a written notice within five (5) business days designating the leave as FMLA leave and detailing expectations and obligations of an employee on such a leave.

F. Health Benefits:

While the employee is on paid or unpaid FMLA leave, the employee's health benefits will continue during the leave period at the same level and under the same conditions as if the employee had continued to work. Pursuant to applicable collective bargaining agreements and City policy, employees pay a portion of the health insurance premium. While an employee is on paid FMLA leave, the City will continue to make payroll deductions for the employee's share of the premium. While on unpaid FMLA leave, the employee must continue to make premium cost share payments, either in person or by mail. The payment must be received in the Personnel Department by the 15th day of each month for the following month's coverage. If the payment is more than 30 days late, the employee's health insurance coverage may be dropped for the duration of the leave. The City will provide 15 days' notice prior to stopping the employee's coverage.

G. Reinstatement Following Leave:

Upon completion of the FMLA leave, the employee is required to complete and submit the "Employee Return from FMLA Leave Form". If the FMLA leave was due to a personal health condition, a fitness-for-duty certificate completed and signed by the treating physician must accompany the "Return from FMLA Leave Form".

In most cases, while an employee is on FMLA leave, the employee's position will not be filled, except on a temporary basis, and the employee will be return to the same position held prior to leave. If the employee's position must be filled during his/her absence, the employee will be returned to an equivalent job - that is, one which is essentially identical to the original job in terms of pay, benefits and working conditions.

ss. R. Moccia

Mayor Richard Moccia

Date