

TOWN COUNCIL  
**Town of Trumbull**  
CONNECTICUT  
www.trumbull-ct.gov

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5005



Corrected  
AGENDA No .710

- I CALL TO ORDER
- II MOMENT OF SILENCE
- III PLEDGE OF ALLEGIANCE
- IV ROLL CALL
- V APPROVAL OF MINUTES
- VI NEW BUSINESS

DATE: May 6, 2013  
TIME: 8:00 P.M.  
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting Monday, May 6, 2013 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEM:

- Trumbull High School Building Committee Update
- Trumbull Nature & Arts Center (TNAC) - *(Education Committee)*

- 
1. RESOLUTION TC24-128: To consider and act upon a resolution which would appropriate \$3,420 from the General Fund to Senior Citizens Services Capital Outlay 01050600-581888. (L&A)
  2. RESOLUTION TC24-129: To consider and act upon a resolution which would authorize and direct First Selectman Timothy M. Herbst on behalf of the Town of Trumbull, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein. (L&A) *(Full Resolution Attached)*
  3. RESOLUTION TC24-130: To consider and act upon a resolution which would approve the labor contract between the Town of Trumbull and AFSCME Local 818 – Council 4 (Highway and Parks Supervisors) beginning July 1, 2012 and ending June 30, 2017. (L&A)
  4. RESOLUTION TC24-131: To consider and act upon a resolution which would adopt an Emergency Contingency Plan for the Elections. (L&A)

VII ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO

Carl A. Massaro, Jr., Chairman  
Trumbull Town Council

## RESOLUTIONS

1. RESOLUTION TC24-128: BE IT RESOLVED, That \$3,420 is hereby appropriated from the General Fund to Senior Citizens' Services 01050600-581888 Capital Outlay.
2. RESOLUTION TC24-129: BE IT RESOLVED, That First Selectman Timothy M. Herbst, be and same, is hereby authorized and directed, on behalf of the Town of Trumbull, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein. *(Full Resolution Attached)*
3. RESOLUTION TC24-130: BE IT RESOLVED, That funding for a labor contract between the Town of Trumbull and AFSCME Local 818 – Council 4 (Highway and Parks Supervisors) beginning July 1, 2012 and ending June 30, 2017 is hereby approved.
4. RESOLUTION TC24-131: BE IT RESOLVED, That an Emergency Contingency Plan for the Elections is hereby adopted.

ATTACHMENT:

RESOLUTION TC24-128: WHEREAS, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

WHEREAS, the Act authorizes the Clean Energy Finance and Investment Authority (the "Authority"), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

WHEREAS, the Commercial Property Assessed Clean Energy ("C-PACE") Agreement (the "C-PACE Agreement") between the Town of Trumbull and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

NOW, THEREFORE, BE IT RESOLVED, That the Town Council constituting the legislative body of the Town of Trumbull, hereby approves the C-PACE Agreement, and

BE IT FURTHER RESOLVED, that First Selectman Timothy M. Herbst, be and same, is hereby authorized and directed, on behalf of the Town of Trumbull, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement

TOWN OF TRUMBULL  
BOARD OF FINANCE

REQUEST FOR ACTION

DATE: 11-Apr-13  
AGENDA: 4-13-01  
AMOUNT: \$3,420

2012-2013

(A) APPROPRIATION [X]

FROM: ACCOUNT NO. \$3,420  
ACCOUNT NAME General Fund

TO: ACCOUNT NO. 01050600-581888 \$3,420  
ACCOUNT NAME Capital Outlay

(B) TRANSFER [ ]

FROM: ACCOUNT NO.  
ACCOUNT NAME

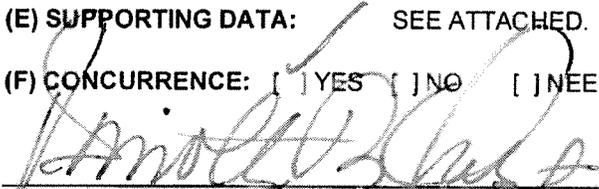
TO: ACCOUNT NO.  
ACCOUNT NAME

(C) SUMMARY OF REQUEST: To finance Town portion of new bus purchase, net of grant funding, over 5 years.  
Cost inadvertently left out of budget.

(D) REQUESTED BY: Jean Ferreira, Senior Center Director

(E) SUPPORTING DATA: SEE ATTACHED.

(F) CONCURRENCE: [ ] YES [ ] NO [ ] NEED ADD'L INFORMATION

  
TIMOTHY M. HERBST, FIRST SELECTMAN

(G) BOARD OF FINANCE ACTION:

1. APPROVED\_\_\_
2. RECOMMENDED TO TOWN COUNCIL\_\_\_
3. TABLED\_\_\_
4. DENIED\_\_\_
5. OTHER\_\_\_



Financials, Revenue & Citizen Services and Human Capital Management



04/02/2013 17:55  
mpires

TOWN OF TRUMBULL  
YEAR-TO-DATE BUDGET REPORT

PG 1  
glytdbud

FOR 2013 13

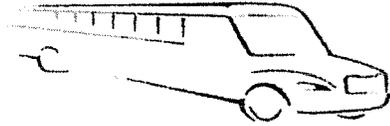
	ORIGINAL APPROP	TRANSFERS/ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
05 SOCIAL SERVICES							
01050600 SENIOR CITIZENS' SERVICES							
01050600_581888 CAPITAL OUTLAY	8,513	0	8,513	8,512.70	.00	.30	100.0%
TOTAL SENIOR CITIZENS' SERVICES	8,513	0	8,513	8,512.70	.00	.30	100.0%
TOTAL SOCIAL SERVICES	8,513	0	8,513	8,512.70	.00	.30	100.0%
TOTAL GENERAL FUND	8,513	0	8,513	8,512.70	.00	.30	100.0%
TOTAL EXPENSES	8,513	0	8,513	8,512.70	.00	.30	100.0%
GRAND TOTAL	8,513	0	8,513	8,512.70	.00	.30	100.0%

\*\* END OF REPORT - Generated by Maria Pires \*\*

4-13-01



**Matthews  
Buses Inc.**



New England Regional Office / PO Box 1069 - Tolland, CT 06084  
Office 860-870-9379 / Fax 860-870-9176 / Cell 860-558-0014

## Sales Agreement

Customer:  
Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611

3/5/2013

CT DOT 5310 Contract

Contact and Phone Number  
Jean Ferreira / 203-452-5199

Purchase Order #

Terms:  
N-30

*X BETTER OF  
INTENT  
ATTACHED*

Qty Description	Unit Price	Total
1 Goshen Coach bus per proposal	\$ 57,103.00	\$ 57,103.00

Subtotal \$ 57,103.00

Down Payment \$ -

Sales Tax \$ -

Due upon Delivery \$ 57,103.00

To expedite this order, we will need:

- \* A signed confirmation of the "Proposal".
- \* A purchase order to Matthews Buses Inc.
- \* A copy of your non profit and/or tax exempt certificate.
- \* A signed confirmation of the applicable floorplan and paint scheme.

Note: Please acknowledge that chassis promotional programs were calculated into your proposal that may require endorsement. Down payments are not refundable. Matthews Buses does not guarantee or express that the proposed vehicle is suitable for a particular transportation application. The appropriate use of this vehicle in reference to a particular transportation application is at the sole discretion of the buyer. The delivery of the vehicle/s is subject to adjustment as mandated by the factory backlog of this product. Matthews Buses Inc. shall be held harmless and in no way responsible for delivery delay's beyond our control including "acts of god". Delivery is anticipated within 120 days of receipt of the completed order

*[Handwritten Signature]*  
Authorized Signature

First Selectman  
Title

Date

Thank You for Your Business...

*Cost 57,103  
Grant (40,000)  
-----  
17,103/5yrs  
=\$3,420*

**AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
TOWN OF TRUMBULL  
FOR A CASH GRANT TOWARD THE  
PURCHASE OF WHEELCHAIR-ACCESSIBLE MOTOR VEHICLE(S)  
FOR  
ELDERLY AND/OR DISABLED PERSONS TRANSPORTATION PROGRAMS  
AND FOR A SCHOLARSHIP PROGRAM RELATED THERETO**

*THIS AGREEMENT*, concluded at Newington, Connecticut, this 27<sup>th</sup> day of November, 2012, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, duly authorized, hereinafter referred to as the "State", and Town of Trumbull, a private nonprofit corporation or eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act, as amended, having its principal place of business at 5866 Main Street, Trumbull, CT 06611, acting herein by Timothy M. Herbst, First Selectman, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively the "Parties".

**WITNESSETH, THAT:**

**WHEREAS**, Section 5310 of the Federal Transit Act, as amended, 49 U.S.C. 5310, provided for federal capital improvement grants to eligible public bodies and private nonprofit corporations and associations for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly and/or disabled persons for whom mass transportation services are unavailable, insufficient or inappropriate; and

**WHEREAS**, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the State as a grant recipient for capital grants under FTA Section 5310 of the Federal Transit Act, as amended; and

**WHEREAS**, the Governor of the State of Connecticut, in accordance with a request by the FTA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by eligible public bodies and private nonprofit organizations and to coordinate the grant applications; and

**WHEREAS**, the Second Party shall adhere to the guidelines outlined in the Grant Application, filed with and approved by the State, such Grant Application is hereto and hereby made a part of this Agreement and incorporated by reference herein; and

**WHEREAS**, the State and the Second Party desire to secure and utilize federal grant funds for the transportation needs of the elderly and/or disabled citizens of the State of Connecticut; and

**WHEREAS**, the State, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the Second Party providing for the distribution of Federal and State funds (if available) to enable the Second Party to purchase equipment solely for the hereinabove stated purpose, and in connection therewith, the Commissioner of Transportation, has made an Express Finding as required by Section 13b-35 of the General Statutes of Connecticut, as revised.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**DEFINITIONS:**

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

**1. Agreement of the Parties:** The purpose of this Agreement is to provide for the undertaking of transportation services for the elderly and/or disabled individuals by the Second Party or a contractor thereof (hereinafter referred to as the "Project"), as described in the Second Party's Grant Application, which is incorporated herein by reference, for reimbursement for training related to the Project as described in Article 5 of this Agreement, and to state the terms, conditions and mutual understanding of the Parties as to the manner in which the Project will be undertaken and continued.

**2. Term of Agreement:** This Agreement shall commence December 1, 2012 and extend through December 31, 2018, unless previously terminated in accordance with any other provision of this Agreement. The State reserves the right to continue this Agreement in full force and effect for a maximum period of one (1) year beyond the expiration date. If the Agreement is to be continued, beyond the one (1) year period, the State and the Second Party shall execute a Supplemental Agreement, noting the limits of the extension.

**3. State Requirements:** The Second Party agrees to comply with all applicable State Requirements, referred to in Appendix "A", attached hereto and hereby made a part of this Agreement.

**4. Federal Requirements:** The Second Party agrees to comply with all applicable Federal Requirements, referred to in Appendix "B", attached hereto and hereby made a part of this Agreement.

**5. Scope of Project:** The Second Party hereby agrees to accept, subject to all herein contained terms and conditions, a Cash Grant not to exceed the amount of Forty Thousand Dollars (\$40,000), as determined by the Program Guidelines described in the Application, hereinafter referred to as the "Grant", to be used exclusively to purchase one (1) wheelchair accessible motor vehicle(s), including certain specialized accessories and related equipment, hereinafter referred to as the "Project Equipment". In consideration thereof, the Second Party agrees to undertake and implement the Project in the manner described in the Application and attested to in the Acceptance Certification, both herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

The Second Party shall undertake and implement the Project pursuant to the terms of this Agreement for the duration of the useful life of the Project Equipment with all practical dispatch, in a sound, economical, and efficient manner. "Useful life" in regards to vans shall mean four (4) years of project operation or 100,000 miles; in regards to small buses, five (5) years of project operation or 125,000 miles.

In addition to the Grant, a Scholarship Program is available to the Second Party to send administrative staff, drivers and/or maintenance personnel to training events, conferences, and seminars that are directly related to the operation and maintenance of the Project Equipment. Scholarship funds are only available for the reimbursement of registration fees for seminars, conferences, and other training activities, and the travel/transportation, lodging and meals costs related thereto, limited to \$1,000 per trip per individual, up to a maximum of Seven Thousand Dollars \$7,000 over the term of this Agreement. All scholarship requests should be submitted at least 4 weeks in advance of the date of travel/training to:

State of Connecticut  
Department of Transportation  
Bureau of Public Transportation  
RTAP Manager  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546

The scholarship request(s) must:

- (1) include detailed information on the training and travel costs,
- (2) explain how the individual proposed for training is directly related to the Project,  
and

- (3) explain how the training will improve the services being delivered with the Project Equipment.

Such requests that are not received 4 weeks in advance of the date of travel may not be processed. Such requests will be approved in writing by the State based on demonstrated need, applicability of the training opportunities to the proposed attendee(s), and availability of funding.

**6. Purchase of Project Equipment:** The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Second Party, and shall be purchased in accordance with applicable State laws and the standards set forth in the Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference.

The Second Party shall have ninety (90) calendar days from the date of receipt of a fully executed Agreement to forward to the State a written confirmation that the bid process for the purchase of Project Equipment has been initiated, either individually or through a local transit district. The Second Party shall utilize the Procurement Procedures set forth in Attachment 1 of this Agreement if (a) the Second Party is a private nonprofit organization, or (b) the Second Party is an eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act and the purchase price is One Hundred Thousand Dollars (\$100,000) or less.

In the event the Second Party opts to utilize an existing motor vehicle as a trade-in, the trade-in allowance, as determined by the vendor, should be used toward any additional costs the Second Party may incur with the purchase of the Project Equipment. The State will provide a Cash Grant for eighty percent (80%) of the total Project Equipment cost not to exceed Forty Thousand Dollars (\$40,000).

The Second Party may order the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite delivery of the Project Equipment; however, this action shall be taken entirely at the risk of the Second Party. Payment for the Project Equipment will be made in accordance with Article 7. The State shall not incur any liability under this Agreement until it has issued its written approval of the purchase, including such conditions as it deems appropriate. The failure of the Second Party to comply with the conditions set forth in the written approval relieves the State from any and all liability under this Agreement.

Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the Second Party as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer.

Failure to meet any conditions imposed by this Agreement or the written approval will result in a return of the Grant funds to the State by the Second Party.

**7. Payment to the Second Party Related to the Project Equipment:** Upon full and proper execution of this Agreement, delivery, and acceptance of Project Equipment (including a completed vehicle acceptance form), a manufacturer's/vendor's invoice, and a completed State reimbursement form (the "Invoice Summary and Processing Form" (ISP) or its replacement), as well as receipt by the State of a certificate of origin and a completed Certificate of Insurance, the State will provide payment in the form of a check.

AGREEMENT  
BETWEEN  
THE TOWN OF TRUMBULL  
AND  
THE TRUMBULL DPW SUPERVISORS UNION  
LOCAL 818 OF CONNECTICUT COUNCIL #4  
AFSCME, AFL-CIO

July 1, 2012 - June 30, 2017

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This Agreement is made by and between the Town of Trumbull, Connecticut, hereinafter referred to as the "Town" and the Trumbull DPW Supervisors Union, Local 818 of Connecticut Council 4, AFSCME AFL-CIO, hereinafter referred to as the "Union" and hereinafter jointly referred to as the "parties".

## **ARTICLE I** **RECOGNITION**

- 1.1 The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for full-time permanent employees classified as supervisors, administrative, and clerical personnel in the Highway Division of the Department of Public Works, as well as the Superintendent and Assistant Superintendent of the Parks Division of the Public Works Department, the Supervisor of Solid Waste/Recycling, the Director of Buildings and Facility Maintenance and the Director of Solid Waste and Recycling.
- 1.2 All employees hired on or after July 1, 1993 and all employees who have voluntarily become members of the Union as of the effective date of this Agreement, but who thereafter cease to be union members shall for as long as they remain non-members, as a condition of employment, pay to the Union a service fee. New employees shall, upon the signing of the Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, or for as long as they remain non-members, as a condition of employment, pay to the Union a service fee. The said union service fee shall be certified by the Union in accordance with applicable law.
- 1.3 The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed payroll deduction authorization card a sum certified by an officer of the union which represents union dues or union service fees. The dues or service fee deductions for each month shall be made during the second payroll period of each month and the total amount so deducted shall be remitted to the Council 4 office with an itemized list of employee names and addresses showing the amount of dues or service fees deducted.
- 1.4 The Union shall save the Town harmless from any and all claims, demands, suits, judgment, or costs including attorneys' fees, arising from the implementation of this Article.

## **ARTICLE 2** **PERSONNEL POLICIES**

- 2.1 The Town of Trumbull's Civil Service Rules and Personnel Policies shall apply to members of the bargaining unit except where they may conflict with this Agreement in which case this Agreement shall prevail.
- 2.2 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the employer have enjoyed prior to the effective date of the Agreement.
- 2.3 The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

**ARTICLE 3**  
**WAGES AND BENEFITS**

- 3.1 Current full-time employees and their eligible dependents shall be eligible for:
- (a) The Comp Mix Health Insurance Plan described in Appendix A attached to this Agreement:  
Prescription co-pay: \$5 generic/\$15 brand-formulary/\$35 brand-nonformulary; two times retail co-pay for 90 day supply.
  - (b) Life Insurance in the amount of \$35,000 (employee only).
  - (c) Vision Care Coverage as described in Appendix B attached to this Agreement.
  - (d) Employees shall contribute towards the cost of insurance as follows:

<u>Effective Date</u>	<u>Contribution</u>
7/1/12	13.0%
7/1/13	13.5%
7/1/14	14.0%
7/1/15	14.5%
7/1/16	15.0%

The Town shall implement an IRS 125 plan as to employee contribution toward health insurance.

- 3.2 Employees and their eligible dependents shall receive, at a cost of \$10.00 per week to be deducted from the employee's pay, Guardian flexible dental coverage (80% category 1, 80% category 2, and 80% category 3 with \$50 deductible), \$2,000 annual maximum.
- 3.3 New employees shall be eligible to receive benefits after successfully completing ninety (90) days of their probationary period.
- 3.4 The Town shall provide the insurances set forth in Section 3.1, 3.2 and 3.3 above, provided, however, that the Town may substitute for said insurances any plan by that or any other carrier which offers benefits substantially equal to or better than those offered by said insurances on an overall basis, in terms of benefits.
- 3.5 Prior to any change in insurance plans by the current carrier or other carrier, the Town will provide the Union with a copy of the proposed change at least sixty (60) days prior to the implementation or as soon as it has the information related to the change.
- 3.5.1 – Waiver of Group Health Coverage
- A. Eligible employees may elect to waive all group health coverage and in lieu thereof, receive a payment annually in accordance with the following schedule: single - \$1,875.00, two-person - \$3,700.00, family - \$5,000.00

- B. Payments to those employees waiving health coverage will be made on an annual basis. Notice of intent to elect and re-elect the waiver must be filed with the Human Resources/Civil Service Department by June 30<sup>th</sup> of the previous year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance. Employees must notify Human Resources at least thirty (30) days prior to the first of the month in which medical coverage will resume and are required to return to the Town of Trumbull a pro-rated portion of the bonus, one-twelfth (1/12) for each month of the calendar year that the coverage is in effect, payable in a manner indicated by the Town. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a loss of health insurance coverage by his/her carrier.
- C. An Employee may not receive compensation for waiving group health coverage, if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan. The Town of Trumbull may, at its discretion, amend the program's schedule or discontinue the program.

3.6 The Town shall provide to employees employed one year or more, at no expense to the employees, a disability insurance which will provide for each covered illness or injury sixty-six and two-thirds (66.66%) replacement income for up to twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury, as follows:

- 1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the town and from engaging in other gainful employment.

Notwithstanding the above, short term disability benefits are available to employees provided that the employee has used all of his or her accumulated sick leave with the exception of thirty (30) days.

- 2. There shall be a fifteen (15) work day waiting period prior to the effective start date of the short term disability benefit. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the fifteen (15) day period.

The utilization of the employees' accumulated sick leave shall count towards the fifteen (15) day waiting period. If the employee does not have sufficient accrued sick days to satisfy the fifteen (15) day waiting period, he/she may utilize any accrued paid leave such as vacation or personal days and/or compensatory time.

- 3. The maximum duration of the disability period shall be 26 weeks per illness or injury, including any reoccurrence of the same illness or injury. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.
- 4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.
- 5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send an employee for evaluation

by its own physician. In the event that the evaluation of the physician differs from the employee's physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside of a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.

6. Employees shall be entitled to one disability leave absence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same illness or injury needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure sent forth in paragraph 5, at the Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3<sup>rd</sup> of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:
  - A. Effective July 1, 2004, the disabled employee shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.
  - B. Employee will not be denied earning normal personal time provided under contract.
  - C. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.
  - D. The employee hired into a bargaining unit position prior to July 1, 2012 will accrue one and one-quarter (1 1/4) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave. The employees hired into a bargaining unit position on or after July 1, 2012 will accrue one (1) sick day.
8. The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.

- 9. A. Union dues and all other legal deductions shall continue during the disability period.
- B. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.
- 10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability.
- 11. Any leave under this Section 3.5 shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

3.7 Upon retirement from the Town of Trumbull, employees may elect to purchase, at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at the Town's group rate. Employees must be between the ages of sixty-two (62) and sixty-four (64), inclusive, in order to purchase such benefits.

Upon becoming Medicare eligible, employees may purchase, at their sole expense, coverage under a Medicare supplement plan and supplemental drug rider through the Town at group rates. Employees so electing shall make payment for said insurances in the manner specified by the Town.

3.8

- A. Effective July 1, 2012, all pay rates shall not be increased.
- B. Effective July 1, 2013, all pay rates shall be increased by two and one quarter (2.25%) percent.
- C. Effective July 1, 2014, all pay rates shall be increased by two and one quarter (2.25%) percent.
- D. Effective July 1, 2015, all pay rates shall be increased by two and one-half (2.50%) percent.
- E. Effective July 1, 2016, all pay rates shall be increased by two and one-half (2.50%) percent.

The following wage schedule based on a 40 hour work week:

2012-2013

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Director	\$95,250	\$100,254
Director of Buildings and Facility Maintenance	\$75,000	\$77,250
Director of Solid Waste and Recycling	\$72,000	\$74,160

General Foreman	\$79,793	\$83,545
Garage Supervisor	\$73,926	\$77,595
Senior Supervisor	\$72,156	\$74,930
Superintendent of Parks	\$76,001	\$79,951
Public Works Supervisor	\$67,857	\$74,488
Assistant Superintendent of Parks	\$67,857	\$70,814
Comptroller	\$67,052	\$70,805
Supervisor Solid Waste/Recycling	\$64,267	\$67,223
Administrative Assistant	\$49,715	\$52,445
Garage Clerk	\$44,831	\$46,369

2013-2014

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Director	\$97,393	\$102,510
Director of Buildings and Facility Maintenance	\$76,688	\$78,988
Director of Solid Waste and Recycling	\$73,620	\$75,829
General Foreman	\$81,588	\$85,425
Garage Supervisor	\$75,589	\$79,341
Senior Supervisor	\$73,780	\$76,616
Superintendent of Parks	\$77,711	\$81,750
Public Works Supervisor	\$69,384	\$76,164
Assistant Superintendent of Parks	\$69,384	\$72,407
Comptroller	\$68,561	\$72,398
Supervisor Solid Waste/Recycling	\$65,713	\$68,736
Administrative Assistant	\$50,834	\$53,625
Garage Clerk	\$45,840	\$47,412

2014-2015

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Director	\$99,584	\$104,816
Director of Buildings and Facility Maintenance	\$78,413	\$80,765
Director of Solid Waste and Recycling	\$75,276	\$77,535
General Foreman	\$83,424	\$87,347
Garage Supervisor	\$77,290	\$81,126
Senior Supervisor	\$75,440	\$78,340
Superintendent of Parks	\$79,460	\$83,589
Public Works Supervisor	\$70,945	\$77,878
Assistant Superintendent of Parks	\$70,945	\$74,036
Comptroller	\$70,103	\$74,027

Supervisor Solid Waste/Recycling	\$67,192	\$70,282
Administrative Assistant	\$51,977	\$54,832
Garage Clerk	\$46,871	\$48,479

2015-2016

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Director	\$102,074	\$107,437
Director of Buildings and Facility Maintenance	\$80,373	\$82,784
Director of Solid Waste and Recycling	\$77,158	\$79,473
General Foreman	\$85,510	\$89,530
Garage Supervisor	\$79,222	\$83,154
Senior Supervisor	\$77,326	\$80,298
Superintendent of Parks	\$81,446	\$85,679
Public Works Supervisor	\$72,719	\$79,825
Assistant Superintendent of Parks	\$72,719	\$75,887
Comptroller	\$71,856	\$75,878
Supervisor Solid Waste/Recycling	\$68,871	\$72,039
Administrative Assistant	\$53,277	\$56,202
Garage Clerk	\$48,043	\$49,691

2016-2017

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Deputy Director	\$104,626	\$110,123
Director of Buildings and Facility Maintenance	\$82,383	\$84,854
Director of Solid Waste and Recycling	\$79,087	\$81,460
General Foreman	\$87,647	\$91,769
Garage Supervisor	\$81,203	\$85,233
Senior Supervisor	\$79,259	\$82,306
Superintendent of Parks	\$83,482	\$87,821
Public Works Supervisor	\$74,537	\$81,820
Assistant Superintendent of Parks	\$74,537	\$77,785
Comptroller	\$73,652	\$77,775
Supervisor Solid Waste/Recycling	\$70,593	\$73,840
Administrative Assistant	\$54,609	\$57,607
Garage Clerk	\$49,244	\$50,933

Employees in the Public Works Supervisor classification hired or promoted into said position prior to July 1, 2000 shall not be required to rotate into or cover the Town transfer station.

Subsequent hires may be required to do so by the Town. The Solid Waste Supervisor will not be used to cover Public Works Supervisor duties, except in case of an emergency.

- 3.9 Employees hired prior to July 1, 2004 shall be eligible for longevity payments based on individual members full time completed years of continuous service with the Town as of December 1<sup>st</sup> of each year.

<u>Years of Service</u>	<u>Longevity Payment</u>
Ten (10) years	\$325
Fifteen (15) years	\$500

Said payment shall be made on the first pay date in December. Employees hired on or after July 1, 2004 shall not be eligible for longevity pay.

- 3.10 Annually, on July 1, all permanent employees on the active payroll shall receive a clothing allowance in the amount of \$100. Any newly hired employees shall, upon successful completion of his/her probationary period, receive a clothing allowance of \$100. Any permanent employee not on the active payroll on July 1, shall receive a clothing allowance in the amount of \$100 upon his/her return to active status within the fiscal year. This payment shall be combined with any longevity payment which may be due the employee, and paid out in a single check on the first pay date in December.
- 3.11 The Town shall provide to the employee annually a voucher in the amount of one hundred and twenty-five (\$125) to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes.
- 3.12 A tool allowance of two hundred (\$200) dollars per year will be granted to the garage foreman for the purchase of specialized tools required for Town work and/or replacement of personal tools which are damaged while being used for Town work. The garage mechanic may purchase such tools, after approval by the Deputy Director of Public Works, by receiving a voucher and/or purchase order from the Town.
- 3.13 Employees that utilize the clothing, safety shoes and/or tool allowance provided herein must supply the Director of Public Works with an appropriate receipt.

#### **ARTICLE 4** **PREMIUM PAY**

- 4.1 Employees shall be paid at the rate of time and one-half for hours worked more than eight (8) hours in a day or forty (40) hours in a week.
- 4.2 Employees shall be paid at a double time rate for work on Sundays and holidays.
- 4.3 Overtime shall be distributed equally within the job classifications, with seniority prevailing when necessary. Employees shall not be eligible for overtime for weekends before and after a scheduled vacation nor shall he be charged, except in all out emergency situations.
- 4.4 All employees who receive the wages and benefits under this Agreement must work overtime as requested or disciplinary action, up to and including dismissal, may be taken.

4.5 Employees assigned to work in a classification higher than their own shall be paid at the minimum rate for the higher classification.

4.6 Compensatory Time Off

At the discretion of the First Selectman or Director of Public Works, an employee may elect to receive compensatory time off in lieu of overtime payments, at the same rate as described for overtime payments (Section 4.1, 4.2) provided accumulated compensatory time at no time exceed 24 hours.

Such compensatory time must be used as soon as possible but not later than ninety (90) days from the date earned, and shall be subject to departmental needs.

4.7 Call Back Pay

Employees called back to work after they have left the premises at the end of their regularly scheduled work day, shall receive:

1. A minimum of three (3) hours pay at the rate of time and one half the employee's regular hourly rate of pay between the hours of 9:00 p.m. to 5:00 a.m.
2. One and one half (1.5) hours pay at the rate of time and one half the employee's regular hourly rate of pay prior to 9:00 p.m.

There shall be no minimum premium pay if the over time work is contiguous to either end of the employee's shift. For example, if the employee is asked to stay an extra hour, or is asked to report at 5:30 a.m.

The Town may require the employee to work the duration of the minimum callback period.

**ARTICLE 5**  
**PENSION**

5.1 Employees hired before July 1, 2012 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan). Employees hired after July 1, 2012, shall, if eligible, participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan).

The Town will match employee contributions in the Defined Contribution Plan in the amount of seven (7%) percent of the employee's annual salary.

5.2 Employees shall contribute five and one-half percent (5.5 %) of their earnings towards the Trumbull Retirement Plan (Defined Benefit Pension Plan) through June 30, 2014.

Effective July 1, 2014, employees shall contribute six percent (6%) of their earnings towards the pension plan.

**ARTICLE 6**  
**SENIORITY**

6.1 Seniority shall be defined as the period of total continuous service within the bargaining unit.

An employee's seniority, and his employment, shall terminate upon any of the following conditions:

1. Resignation;
2. Discharge for cause;
3. Retirement;
4. Death;
5. Reduction in force due to elimination of position, reduction in force or for other legitimate reason;
6. Absence due to illness, authorized leave of absence or temporary layoff for a period in excess of twelve months;
7. Failure of an employee on layoff to return to work upon recall within three (3) days of receiving notice to return to work (it is the obligation of the employee to leave his last known address on record with the Town's Personnel Department); and
8. Undisclosed absence in excess of three consecutive workdays.

In the event an employee is rehired into the bargaining unit within one year of having been laid-off, the employee's former seniority shall be reinstated, except that no credit shall be given for the period of non-employment.

The seniority list shall be brought up-to-date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

- 6.2 Employees who are promoted within the bargaining unit or become part of the bargaining unit as the result of a promotion from outside the bargaining unit will be placed on the minimum step of the wage schedule for their position. Said employees shall serve in the position for a 180-day probationary period, after which, the employee shall advance to the maximum pay step of the wage schedule for the position. Said probationary period shall not affect the employee's benefits.
- 6.3 In the event of a layoff for lack of work is pending or proposed, the Town shall notify the Union President as soon as practical, but in any event not less than forty-eight (48) hours. No employee shall be laid off without two (2) weeks' notice unless such notice is not practical. Severance shall apply to the first instance of layoff only. Subsequent layoffs if involving the same individuals who are back at work will not result in severance pay.
- 6.4 No permanent employee shall be subject to disciplinary action, discharge or a suspension except for just cause. If any employee is so disciplined and in his judgment this action is taken without

just cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement, and shall have the right to be represented by the Union; provided however, that notwithstanding the foregoing, only the Union may appeal a grievance to arbitration and only the Union, not the employee is recognized as the grievant/party to the arbitration. He shall be provided a copy of all charges and statements, as soon as possible, of any adverse action as above.

- 6.5 All disciplinary action shall be applied in a fair manner. Disciplinary action shall include (a) verbal warning; (b) written warning; (c) suspension without pay; and (d) discharge.
- 6.6 All disciplinary action appeals shall be through this established grievance procedure.
- 6.7 The Town shall make a reasonable effort to notify the President orally of any suspension or discharge (except suspension or discharge of a probationary employee), within twenty-four (24) hours of said action.

## **ARTICLE 7** **SICK LEAVE**

- 7.1 Full-time permanent employees hired into a bargaining unit position prior to July 1, 2012 shall be granted sick leave on the basis of one and one-quarter (1-1/4) days per month and such sick leave may be accumulated up to two hundred (200) days. Employees with more than two hundred (200) accumulated sick days as of July 1, 2008 shall be grandfathered with their current sick leave bank, provided that the maximum accumulation shall drop as used, until sick leave drops to two hundred (200) days.  
  
Full-time permanent employees hired on or after July 1, 2012 shall be granted sick leave on the basis of one (1) day per month and such sick leave may be accumulated up to one hundred and eighty (180) days.
- 7.2 Employees may be granted an unpaid leave of absence, in writing, by the Director of Public Works for a period not to exceed nine (9) months from the time the employee's paid sick leave is exhausted. Said sick leave shall not affect the employee seniority. Employees may retain their medical benefits during said leave at their own expense.
- 7.3 Each employee who retires from the Town of Trumbull under the terms of the "Town of Trumbull Retirement Plan", adopted April 12, 1976, as amended, shall be eligible to receive payment for unused accumulated sick leave. Such payment shall be made at a rate equivalent to the employee's mean pay rate for the four years prior to retirement. Employees will be eligible to receive payment for fifty percent (50%) of unused accumulated sick leave up to a maximum of 200 accumulated days for a total maximum payout of 100 days. In the event that an employee who has reached the normal retirement date dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive the payment. Employees hired on or after July 1, 1996 shall be eligible to receive payments upon retirement for fifty (50%) percent of unused accumulated sick leave up to a maximum of one hundred twenty (120) days, for a total maximum payout of 60 days.

**ARTICLE 8**  
**HOLIDAYS/VACATIONS/PERSONAL DAYS**

8.1 The following will be considered holidays under this Agreement:

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

plus a floating holiday to be established annually by the First Selectman.

8.2 Employees shall receive vacation according to the following schedule:

Years of completed service:

1 year but less than 5 years of service	10 days
5 years but less than 10 years of service	15 days
10 years but less than 20 years of service	20 days
20 or more years of service	25 days

Employees shall be permitted to carry over to the following year three (3) weeks vacation time. If the time that is carried over to the following year is not used during the following year, the employee loses the carry-over vacation time.

8.3 Two (2) working days absence with pay shall be allowed for personal leave. These days shall not accumulate from year to year. Personal days shall be prorated during the first year of employment. Specifically, full time employees hired prior to June 30 of a given calendar year are entitled to two (2) personal days at the conclusion of their probationary period.

Full time employees hired after June 30 in a given calendar year are entitled to one (1) personal day upon the completion of their probationary period. Such employees are then entitled to two (2) personal days on January 1 of the following calendar year.

8.4 Personal days may be taken immediately before or immediately after a vacation day.

8.5 Effective July 1, 2008, the Town will discontinue the practice of advancing vacation pay to employees.

**ARTICLE 9**  
**FUNERAL LEAVE**

9.1 Five (5) working days absence with pay shall be allowed for each occurrence in the event a death occurs in the immediate family of the employee. The immediate family is defined as the employee's spouse, children, mother, father.

- 9.1.2 Three (3) working days absence with pay shall be allowed for each occurrence in the event a death occurs to an employee's sister, brother, current mother-in-law, current father-in-law, current daughter-in-law, or current son-in-law.
- 9.1.3 One (1) working day absence with pay shall be allowed for each occurrence in the event a death to an employee's grandmother, grandfather, grandchildren, current brother-in-law, current sister-in-law, niece, nephew, aunt or uncle.
- 9.1.4 Such funeral leave is not to be subtracted from sick leave.
- 9.1.5 The Town may require proof to substantiate the leave, including the name of the individual and his/her relationship to the employee.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

- 10.1 A grievance is defined as an alleged violation of any provision of this Agreement arising out of the interpretation and/or application of any of its term.
- 10.2 Step I - An aggrieved employee shall, within ten (10) days of the event or occurrence leading to a grievance, take the matter up with the Deputy Director of Public Works by submitting the grievance to the Deputy Director in writing. The Deputy Director shall respond, in writing, within five (5) days of the receipt of grievance. (If the aggrieved employee is the Deputy Director of Public Works, the grievance shall be presented at Step 2).
- 10.3 Step 2 - If the employee is not satisfied with the resolution of the grievance as proposed by the Deputy Director of Public Works, he/she may refer the grievance to the Director of Public Works within ten (10) days of the answer provided in Step 1, above. The Director shall respond, in writing, within five (5) days of receipt of the grievance.
- 10.4 Step 3 - If the employee is not satisfied with the resolution of the grievance as proposed by the Director of Public Works, he/she shall submit, in writing said grievance to the First Selectman within ten (10) days of the Director's answer provided under Step 2, above. The First Selectman, or his designated representative, shall arrange a meeting with the Union within ten (10) days of receipt of the grievance. Following the meeting, the First Selectman, or his/her designated representative, shall respond in writing within ten (10) days of the date on which the meeting was concluded.
- 10.5 Step 4 - In the event the Union is not satisfied with the response of the Town given as a result of Step 3, above, the Union may submit the grievance to arbitration by notifying the Town, in writing, within ten (10) days of receipt of the Town's answer as provided in Step 3, above. Such request for arbitration must be simultaneously filed by the Union with the American Arbitration Association. The parties agree that in any arbitration proceedings hereunder, the single member panel shall be utilized exclusively.
- 10.6 The arbitrator shall not have any power to add to, subtract from or change or modify any of the terms of this Agreement.

- 10.7 The Town shall pay its portion of the expenses incurred as a result of the arbitration proceeding. The Union will be responsible to pay its own portion of the expenses incurred as a result of the arbitration proceedings.
- 10.8 The grievant may be represented by a representative of his/her own choosing.

**ARTICLE 11**  
**MANAGEMENT RIGHTS**

11.1 This Agreement shall not limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract, unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes the Town's rights, powers and authority to include but not limit to: the right to manage its operation; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; the materials to be used; the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to that effect; to establish and change production standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production, and to run the department efficiently.

**ARTICLE 12**  
**NO STRIKES - NO LOCKOUT**

12.1 During the term of this Agreement, there shall be no strike, slowdown, or stoppage of work by employees, nor shall there be any lockout by the Town in any part of the Town's operation.

**ARTICLE 13**  
**ENTIRE AGREEMENT**

13.1 This Agreement represents the full and complete agreement of the parties with respect to all matters relative to rates of pay, hours of work, and other conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work, and other conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement.

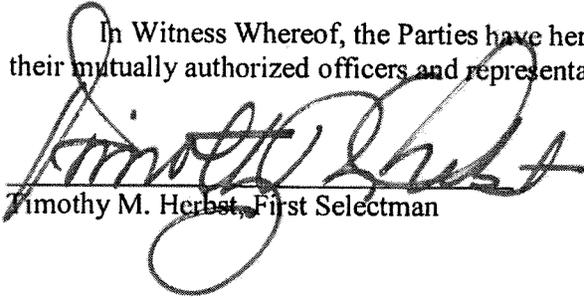
**ARTICLE 14**  
**NON-DISCRIMINATION**

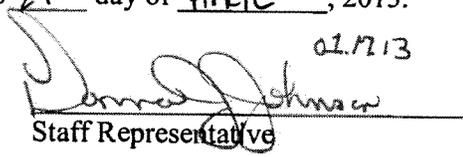
14.1 Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political affiliation, sex, age, marital status, handicapping condition, or Union membership.

**ARTICLE 15**  
**DURATION**

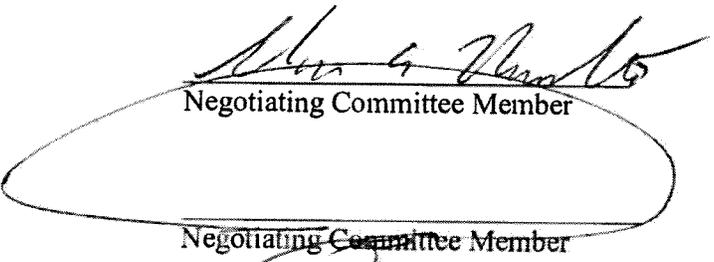
15.1 This Agreement shall be in effect through June 30, 2017. If either party wishes to change, modify or amend this Agreement, the initiating party must notify the other party in writing, not less than one-hundred twenty (120) days not more than one hundred eighty (180) days prior to June 30, 2017 of its desire to renegotiate this Agreement. In the course of such negotiations, either, or both parties, may submit proposals and counter proposals. Should neither party request the reopening of negotiations within the time period stated herein, the Agreement shall automatically be continued in effect for one (1) additional year beyond the above state termination date.

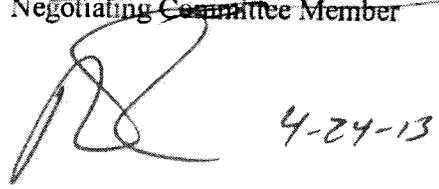
In Witness Whereof, the Parties have hereto caused this instrument to be signed and executed by their mutually authorized officers and representatives this 24<sup>th</sup> day of APRIL, 2013.

  
\_\_\_\_\_  
Timothy M. Herbst, First Selectman

01.17.13  
  
\_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Negotiating Committee Member

4-24-13  
  
\_\_\_\_\_  
Negotiating Committee Member

**APPENDIX A  
HEALTH INSURANCE SUMMARY**



**CENTURY PREFERRED \$20 COPAYMENT, \$500 IN-NETWORK / \$1,000 OUT-OF-NETWORK POLICY YEAR DEDUCTIBLE / 80-60% COINSURANCE- HIGHWAY SUPERVISORS FD 008**

Century Preferred is a preferred provider organization (PPO) plan.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>individual/ family</i> )	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum ( <i>individual/ family</i> )	\$1,000 / \$2,000	\$2,000 / \$4,000
Cost Share Maximum ( <i>individual/ family</i> )	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	Unlimited

<b>PREVENTIVE CARE</b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine eye exams	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	\$0 Copayment, Deductible waived	40%
Hearing screening	Covered	40%
<b>MEDICAL CARE</b>	\$0 Copayment, Deductible waived	40%

Office visits	\$20 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$0 Copayment, Deductible waived	40%
OB/GYN care	\$20 Copayment, Deductible waived	40%
Maternity care	\$20 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	20%	40%
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> <i>Note: \$375.00 Copayment maximum per Member per Calendar Year</i>	\$75 Copayment, Deductible waived (see note)	40%
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	\$20 Copayment, Deductible waived 20%	40% 40%

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	20%	40%
Inpatient mental health & substance abuse	20%	40%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	20%	40%
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	20%	40%
Outpatient surgery – <i>in a hospital</i>	20%	40%
Ambulatory Surgery – <i>in other than a hospital setting</i>	\$100 Copayment Deductible Waived	40%

**EMERGENCY CARE**

Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – <i>at participating centers only</i>	\$75 Copayment, Deductible waived	Not Covered
Emergency care – <i>copayment waived if admitted</i>	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%

CENTPRMX



<b>OTHER HEALTH CARE</b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Outpatient rehabilitative services <i>30 visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. per year.</i>	\$20 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	50%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	50%	50%
Infertility – prior authorization required <i>Some restrictions may apply</i>	20%	40%
Home Health Care <i>200 Visits per member, per calendar year</i>	20%, Deductible waived	20%, Deductible waived

**PREVENTIVE CARE SCHEDULES**

**Well Child Care (including immunizations)**

- ◆ 7 exams, birth to age 1
- ◆ 7 exams, ages 1 – up to 5
- ◆ 1 exam every year, ages 5 - 22

**Mammography**

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

**Adult Exams**

- ◆ 1 exam every year, ages 21 +

**Vision Exams:** 1 exam every 2 calendar years

**Hearing Exams:** 1 exam every 2 calendar years

**OB/GYN Exams:** 1 exam per calendar year

**Notes To Benefit Descriptions**

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum ( except travel services \$10,000 max still applies)
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date, and workers' compensation.*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

**CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM**

**\$5 Copayment Generic Drugs**

**\$15 Copayment Listed Brand-Name Drugs**

**\$35 Copayment Non-Listed Brand-Name Drugs**

**Unlimited Annual Maximum**

**Description of Benefits**

*You*

**Pay:**

<b>Tier 1: Generic Drugs</b>	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
<b>Tier 2: Listed Brand-Name Drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$15
<b>Tier 3: Non-Listed Brand-Name Drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$35

<b>Annual Maximum</b>	Per member per calendar year	<b>Plan Pays:</b> Unlimited
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**How To Use The 3-Tier Managed Prescription Drug Program**

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You'll still have coverage for non-listed brand-name drugs, but at a higher cost share. **Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **30-day to 90-day supply** of maintenance drugs through the mail-order program.

**Generic Substitution:** Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you'll only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

**Connection (Concurrent Drug Utilization Review)**

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

## Pharmacy Programs

### Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$5 generic/\$15 listed brand-name/\$35 non-listed brand-name copayment and unlimited annual maximum apply. When ordering a **30-day to 90-day supply**, two copayments will apply, as follows: \$10 generic/\$30 listed brand-name/\$70 non-listed brand.

### National Pharmacy Network

Members also have access to a network of more than 65,000 retail pharmacies throughout the country. Members may call 1-866-281-2966, or go to [www.anthem.com/pharmacyinformation](http://www.anthem.com/pharmacyinformation) to locate a participating pharmacy when traveling outside the state.

### Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

### Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

### Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

### Limits and Exclusions

*Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.*

*This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.*

*Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.*

*This is not a legal contract. It is only a general description of the \$5 generic/\$15 listed brand-name/\$35 non-listed brand-name 3-Tier Managed Prescription Drug Program with an unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

**WELCOME TO BLUE VIEW VISION!**

Good news—your vision plan is flexible and easy to use. This benefit summary outlines the basic components of your plan, including quick answers about what's covered, your discounts, and much more!



**APPENDIX B  
INSURANCE SUMMARY - VISION**



**Blue View Vision<sup>SM</sup> A5.0 130.130**

**Your Blue View Vision network**

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Sears Optical<sup>SM</sup>, Target Optical®, JCPenney® Optical and most Pearle Vision® locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts.

**Out-of-network:** If you choose to, you may receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply.

**YOUR BLUE VIEW VISION PLAN AT-A-GLANCE**

**VISION PLAN BENEFITS**

	IN-NETWORK	OUT-OF-NETWORK
<b>Routine eye exam</b> once every calendar year	\$5 copay	\$48 allowance
<b>Eyeglass frames</b> Once every calendar year you may select an eyeglass frame and receive an allowance toward the purchase price	\$130 allowance, then 20% off any remaining balance	\$64 allowance
<b>Eyeglass lenses (Standard)</b> Once every calendar year you may receive any one of the following lens options:		
• Standard plastic single vision lenses (1 pair)	\$0 copay	\$36 allowance
• Standard plastic bifocal lenses (1 pair)	\$0 copay	\$54 allowance
• Standard plastic trifocal lenses (1 pair)	\$0 copay	\$69 allowance
<b>Eyeglass lens enhancements</b> When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.		
• Transitions® Lenses (for a child under age 19)	\$0 copay	No allowance on lens enhancements when obtained out-of-network
• Standard Polycarbonate (for a child under age 19)	\$0 copay	
• Factory Scratch Coating	\$0 copay	
<b>Contact lenses – once every calendar year</b> Prefer contact lenses over glasses? You may choose contact lenses instead of eyeglass lenses and receive an allowance toward the cost of a supply of contact lenses.		
• Elective Conventional Lenses; or	\$130 allowance, then 15% off any remaining balance	\$105 allowance
• Elective Disposable Lenses; or	\$130 allowance (no additional discount)	\$105 allowance
• Non-Elective Contact Lenses	Covered in full	\$210 allowance

*Your contact lens allowance can only be applied toward the first purchase of contacts you make during a benefit period. Any unused amount remaining cannot be used for subsequent purchases made during the same benefit period, nor can any unused amount be carried over to the following benefit period.*

**EXCLUSIONS & LIMITATIONS (not a comprehensive list)**

**Combined Offers.** Not to be combined with any offer, coupon, or in-store advertisement.

**Excess Amounts.** Amounts in excess of covered vision expense.

**Sunglasses.** Sunglasses and accompanying frames.

**Safety Glasses.** Safety glasses and accompanying frames.

**Not Specifically Listed.** Services not specifically listed in this plan as covered services.

**Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.

**Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

**Orthoptics.** Orthoptics or vision training and any associated supplemental testing.

**OPTIONAL SAVINGS AVAILABLE FROM IN-NETWORK PROVIDERS ONLY**

**In-network Member Cost  
(after any applicable copay)**

Retinal imaging - at member's option can be performed at time of eye exam		Not more than \$39
<b>Eyeglass lens upgrades</b>		
When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.	<ul style="list-style-type: none"> <li>o Transitions® Lenses (Adults) \$75</li> <li>o Standard Polycarbonate (Adults) \$40</li> <li>o Tint (Solid and Gradient) \$15</li> <li>o UV Coating \$15</li> <li>o Progressive Lenses<sup>1</sup> <ul style="list-style-type: none"> <li>o Standard \$65</li> <li>o Premium Tier 1 \$91</li> <li>o Premium Tier 2 \$97</li> <li>o Premium Tier 3 \$103</li> </ul> </li> <li>o Anti-Reflective Coating<sup>2</sup> <ul style="list-style-type: none"> <li>o Standard \$45</li> <li>o Premium Tier 1 \$57</li> <li>o Premium Tier 2 \$68</li> </ul> </li> <li>o Other Add-ons and Services 20% off retail price</li> </ul>	
<b>Additional Pairs of Eyeglasses</b>		
Anytime from any Blue View Vision network provider	<ul style="list-style-type: none"> <li>o Complete Pair 40% off retail price</li> <li>o Eyeglass materials purchased separately 20% off retail price</li> </ul>	
<b>Eyewear Accessories</b>		
	<ul style="list-style-type: none"> <li>o Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc. 20% off retail price</li> </ul>	
<b>Contact lens fit and follow-up</b>		
A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.	<ul style="list-style-type: none"> <li>o Standard contact lens fitting<sup>3</sup> Up to \$55</li> <li>o Premium contact lens fitting<sup>4</sup> 10% off retail price</li> </ul>	
<b>Conventional Contact Lenses</b>		
	<ul style="list-style-type: none"> <li>o Discount applies to materials only 15% off retail price</li> </ul>	
<b>Laser vision correction surgery LASIK refractive surgery</b>		
	<ul style="list-style-type: none"> <li>o Discount per eye</li> </ul>	For more information, go to <a href="http://anthem.com/specialoffers">anthem.com/specialoffers</a> and select vision care.

<sup>1</sup> Please ask your provider for his/her recommendation as well as the progressive brands by tier.

<sup>2</sup> Please ask your provider for his/her recommendation as well as the coating brands by tier.

<sup>3</sup> A standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

<sup>4</sup> A premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

**OUT-OF-NETWORK**

If you choose an out-of-network provider, please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. When visiting an out-of-network provider, discounts do not apply and you are responsible for payment of services and/or eyewear materials at the time of service.

**To Fax:** 866-293-7373  
**To Email:** [oonclaims@eyewearspecialoffers.com](mailto:oonclaims@eyewearspecialoffers.com)  
**To Mail:** Blue View Vision  
 Attn: OON Claims  
 P.O. Box 8504  
 Mason, OH 45040-7111

Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network. If you have questions about your benefits or need help finding a provider, visit [anthem.com](http://anthem.com) or call us at 1-866-723-0515.

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. Discounts referenced are not covered benefits under this vision plan and therefore are not included in the member's policy. Frame discounts may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Discounts are subject to change without notice. This benefit overview is only one piece of your entire enrollment package.

**MEMORANDUMS OF UNDERSTANDING**  
**REGARDING TAKE-HOME VEHICLES**

TO: First Selectman Herbst  
FROM: Supervisory Staff of Public Works Highway, Parks and Fleet Maintenance  
DATE: April 27, 2011  
SUBJECT: Year Round Take Home Vehicles

We are respectfully requesting your consideration of reinstating the year round vehicle take home policy.

Over the last few years we have had limited success managing emergency operations with restricted access to town owned vehicles. For over twenty years our staff had the ability to respond to any and all emergency calls including vehicle breakdowns, minor road clearing and facility failures within our parks directly from initial call out.

Currently, staff must first report to the highway/parks facility, unlock various gates/doors/alarms, transfer to their respective vehicles and then relock the entire facility before they can proceed to the emergency. This practice significantly delays our Departments response times and furthers the potential for harm to residents, damage to property and simply increases overall costs in the end.

In negotiating our present contract we mutually agreed to forego year round use of our take home vehicles in lieu of paid compensation for administrative work we perform every morning which exceeds our eight hour work shift.

At this point in time, we are collectively of the understanding that the new arrangement simply does not work logistically in terms of managing the ever increasing challenges within our Departments, nor is it cost effective to the residents of the Town.

If you are in agreement, we will discontinue the current practice and return to the previous policy of year round take home vehicles as compensation for our morning administrative work.

Thank you for your consideration in this matter,

Joe Mitri, Dmitri Paris, Charles Busser III, Richard Infante, Glen Broadbent, Greg Marconi

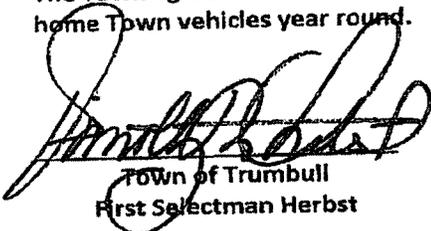
April 28, 2011

**Memorandum of Understanding By and Between  
Town of Trumbull  
and  
Local 818 of Council 4 AFSCME Highway Supervisors**

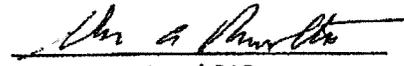
**RE: Take-Home Vehicle Privilege**

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The Town agrees to reinstate the policy that allows eligible employees to take home Town vehicles year round.

  
Town of Trumbull  
First Selectman Herbst

  
Local 818  
Richard Infante, President

  
Local 818  
Glenn Broadbent, Vice President

**MEMORANDUM OF UNDERSTANDING REGARDING PART TIME COMPTROLLER**

In resolution of MPP 28668, the parties agree as follows:

1. The Town shall fill the Comptroller position, part time 19.5 hours per week, at \$22.46 (min) \$23.69 (max after 1 year).
2. Notwithstanding the recognition clause, the position shall remain in Local 818.
3. The employee in the job shall not receive insurance benefits (e.g. medical, dental, life), but shall receive prorated vacation, personal and sick leave & holidays.
4. This Agreement shall not be precedent setting as to any future situation which may arise.
5. The wage shall increase in subsequent years by the same general wage increase applicable to other bargaining unit members.
6. The part time position shall not be pension eligible.
7. The parties agree should the position be filled full time, the contract rate and benefits shall apply.

Dated: Trumbull CT September 27, 2010

Town of Trumbull

AFSCME Council 4, Local 818

By Floyd Dugas

By Donna Johnson

By Daniel Nelson

By Charles Busser III

By Richard Infante