

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF DERBY**

**-and-**

**LOCAL 1303-420 OF COUNCIL #4 AFSCME, AFL-CIO**

**(Library Employees)**

2020 JAN 21 PM 6:34

**Effective July 1, 2019 through June 30, 2023**

## TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – UNION SECURITY.....	1
ARTICLE 3 – NON-DISCRIMINATION .....	2
ARTICLE 4 – UNION REPRESENTATION.....	3
ARTICLE 5 – SAFETY AND HEALTH.....	4
ARTICLE 6 – HOLIDAYS.....	5
ARTICLE 7 – WORK WEEK .....	6
ARTICLE 8 – SENIORITY.....	8
ARTICLE 9 – POSITION VACANCIES / NEWPOSITIONS.....	10
ARTICLE 10 – LAYOFF PROCEDURE.....	11
ARTICLE 11 – DISCIPLINARY ACTION.....	13
ARTICLE 12 – GRIEVANCE PROCEDURE.....	14
ARTICLE 13 – FUNERAL LEAVE.....	16
ARTICLE 14 – SICK LEAVE.....	17
ARTICLE 15 – PERSONAL DAYS.....	20
ARTICLE 16 – LEAVE OF ABSENCE WITHOUT PAY.....	21
ARTICLE 17 – JURY DUTY.....	22
ARTICLE 18 – VACATION.....	22
ARTICLE 19 – INSURANCE.....	25
ARTICLE 20 – WAGES.....	27
ARTICLE 21 – PENSION AND RETIREE MEDICAL BENEFITS.....	29
ARTICLE 22 – SAVINGS CLAUSE.....	30

ARTICLE 23 – NO STRIKE – NO LOCK OUT.....31  
ARTICLE 24 – EDUCATION, TRAINING AND TUITION REIMBURSEMENT.....31  
ARTICLE 25 – MANAGEMENT RIGHTS.....32  
ARTICLE 26 – DURATION AND STABILITY OF AGREEMENT.....33  
APPENDIX A – WAGE SCHEDULE.....35  
APPENDIX B – GROUP INSURANCE.....36  
APPENDIX C – MEDICARE SUPPLEMENT INSURANCE.....37  
APPENDIX D – FAMILY MEDICAL LEAVE; STATUTORY PAID SICK LEAVE.....38  
APPENDIX E – SIDE LETTER AGREEMENTS.....44

2020 JAN 21 PM 6:34

## **Preamble**

THIS AGREEMENT is entered into, by and between the City of Derby (hereinafter the "City") and the DERBY PUBLIC LIBRARY LOCAL 1303-420 of COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter, the "Union").

## **Article 1 – Recognition**

### **SECTION 1.01 – Recognition**

The City agrees to recognize Local 1303-420 of Council 4, AFSCME, AFL-CIO, as the exclusive representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for full-time and part-time white collar employees working in the Derby Public Library, excluding the Library Director and Supervisors within the meaning of the Municipal Employees Relations Act as certified in Decision No. 3960 dated March 29, 2004 in Case No. ME-24,463 on file with the Connecticut State Board of Labor Relations.

## **Article 2 – Union Security**

2020 JAN 21 PM 6:40

### **SECTION 2.01 – Deductions**

As used in this Article 2, "Union Dues" means such sums certified by the Union as membership dues and/or agency fees uniformly required by the Union of its members.

For each employee who provides the City with a signed authorization, authorizing payment of Union Dues by payroll deduction, the City shall deduct Union Dues from the employee's pay and shall remit the employee's Union Dues payment directly to the Union.

Union Dues payments ordinarily shall be deducted from payroll once a month and delivered to the Union together with a list of the employees from whom Union Dues deductions have been taken, specifying the amount deducted from the employee's pay as Union Dues.

The City shall have no responsibility for remitting Union Dues payments for an employee who has authorized Union Dues deductions but who is not on the payroll during the week in which the Union Dues deduction is to be made or who has no earnings or insufficient earnings during that week or who is on leave of absence or workers compensation leave. In such circumstances, it shall be the employee's

responsibility to pay the employee's Union Dues to the Union and it shall be the employee's responsibility to arrange with the Union for payment of the employee's Union dues.

SECTION 2.02 – Indemnification

The Union agrees to indemnify and hold the City harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article 2.

Article 3 – Non-Discrimination

SECTION 3.01 – Union Membership

The City and the Union recognize the right of any member of the bargaining unit to become or refrain from becoming and/or remaining a member of the Union and will not discriminate or in any way interfere with such rights or the exercise of such rights.

SECTION 3.02 – Non-Discrimination by Parties

2020 JAN 21 PM 6:34

The City and the Union shall not unlawfully discriminate on the basis of age, ancestry, color, disability (learning, intellectual, mental and/or physical disability), gender identity or expression, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, union membership or activity or other status protected by applicable law.

SECTION 3.03 – Use of Pronouns

Any reference to one gender and/or use of gender specific pronouns in this Agreement shall be construed to include all genders unless expressly noted otherwise.

## **Article 4 – Union Representation**

### **SECTION 4.01 – Recognition of Union Representatives**

The City recognizes and will deal with designated officers and stewards of the Union in all matters relating to grievances and interpretations of this Agreement.

### **SECTION 4.02 – Designation of Union Representatives**

The Union shall provide the Library Director and the Mayor with a list of its officers, negotiating committee members and Union stewards and shall notify the parties whenever there are any changes in the list.

### **SECTION 4.03 – Member’s Right to Representation**

2020 JAN 21 PM 6:40

Members shall not be denied Union representation upon request if called into a meeting with management in which they believe might result in disciplinary action.

### **SECTION 4.04 – Visitation by Union Representatives**

A Union Staff Representative shall be permitted to enter the Library at any reasonable time for the purpose of discussing, processing or investigating filed grievances, or for the purpose of the Union fulfilling its role as collective bargaining agent, provided that upon entering the Library, the Union Staff Representative shall notify the Library Director or her designee. The Union agrees that it shall not unreasonably interfere with the performance of duties by employees.

The Union agrees to furnish the Library Director with a list of its representatives assigned to assist the bargaining unit and the union shall ensure the list is current.

### **SECTION 4.05 – Bulletin Boards**

The City agrees to allow the Union to place a bulletin board of reasonable size in a location that shall not interfere with the operations of the Library. Said bulletin board shall be for the exclusive use of the Union, except for posting of notices of new positions

or vacancies. Said bulletin board shall not be used for material of a partisan political nature. The Union shall limit its postings of notices and bulletins to such bulletin board.

SECTION 4.6 – Scheduling of Meetings

Provided that the Union completes and signs the standard request form and receives the approval of the Library Director, the Union may schedule membership meetings at the Library at no cost. The Library Director will be notified of such meeting at least seven (7) days in advance.

**Article 5 – Safety and Health**

SECTION 5.01 – Obligation of City

The City shall provide and maintain a safe and healthy place of employment and work environment in compliance with all applicable local, state and federal statutes, regulations and ordinances.

SECTION 5.02 – Staffing

2020 JAN 21 PM 6:34

The City shall endeavor to schedule a minimum staffing level of three (3) employees including management, during the times when the Library is open to the public.

SECTION 5.03 – Reporting of Safety / Health

Whenever a member observes a condition which he or she in good faith believes represents a violation of appropriate safety or health rules and regulations, or which is an unreasonable hazard to persons or property, the member shall report such observation to the Library Director.

SECTION 5.04 – Delay Opening

The Mayor or his designee shall determine when to delay the opening or closing of the Library due to inclement weather. If the Mayor closes all City Hall operations due to inclement weather, the Library shall also close during the same hours.

Absent directions from the Mayor, the Library Director and/or Board of Directors shall have authority to determine hours of operation beyond City Hall hours.

Other Library hours shall be determined by the Library Director and/or Board of Directors on the day of closing and Saturdays.

SECTION 5.05 – Library Closing

Employees who are regularly scheduled to work on days when the Library’s schedule is interrupted, shall not suffer a loss of pay due to total closing, delayed openings or early closing of the Library.

**Article 6 – Holidays**

2020 JAN 21 PM 6:40

SECTION 6.01 – Holidays

Full-time employees shall be paid for and have the following days off as holidays:

- |                        |   |
|------------------------|---|
| New Year’s Day         | Veteran’s Day                               |
| Martin Luther King Day | ½ Day Before Thanksgiving from 12:30 p.m.   |
| President’s Day        | Thanksgiving Day                            |
| Good Friday            | Day After Thanksgiving Day                  |
| Memorial Day           | ½ Day Before Christmas from 12:30 p.m.      |
| Independence Day       | Christmas Day                               |
| Labor Day              | ½ Day Before New Year’s Day from 12:30 p.m. |
| Columbus Day           |   |

SECTION 6.02 – Part-Time

Part-time employees shall be paid for Christmas Holiday and any other holiday listed in section 6.01 above that falls on a part-time employee’s regularly scheduled work day.



SECTION 6.03 – Application of Holiday

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Library will be closed and the holiday shall be observed on the preceding Friday.

SECTION 6.04 – Application of Sick Leave

If a paid contractual holiday falls on a day on which an employee is on sick leave, the day of the holiday shall be paid as a holiday rather than charged against sick leave.

SECTION 6.05 – Application of Vacation

Should a paid contractual holiday occur while a full-time bargaining unit employee is on vacation, the employee shall receive holiday pay for that day, and such day shall not be deducted from the employee's vacation allotment.

SECTION 6.06 – Holiday Pay Rate

2020 JAN 21 PM 6:34

Holiday pay for Holidays set forth in Section 6.01 shall be paid at an employee's regular rate of pay, based on the employee's regular full- or part-time paid work day.

**Article 7 – Work Week**

SECTION 7.01 – Hours of Work

The regular workweek for all full-time bargaining unit employees shall be thirty-seven and one-half (37.5) hours. The regular work day for full-time bargaining unit employees shall be seven and one-half (7.5) hours, inclusive of seven (7) work hours and a one-half (.5) hour unpaid meal period.

At times, an employee's actual workweek or workday may vary, based on Library need as determined by the Library Director. If an employee is asked to work a varied schedule and notifies the Library Director of a scheduling conflict, the Library Director

shall make reasonable efforts to take the employee's scheduling conflict into consideration if feasible under the applicable circumstances. The Library Director may require appropriate documentation of the scheduling conflict.

Full-time employees are required to work one (1) evening per week and one (1) Saturday per month unless otherwise designated by the Library Director.

### SECTION 7.02 – Overtime

Employees shall be paid at their regular hourly rate for all time worked, except as follows:

All actual time worked over thirty-five (35) hours in a work week shall be paid at one and one-half (1 ½) times the employee's regular hourly rate, computed to the nearest fifteen (15) minutes.

Employees shall not work time in excess of their regular work schedule without prior authorization of the Library Director, except to finish waiting on a patron in which case the Library Director must be notified as soon as practicable.

### SECTION 7.03 – Definitions

2020 JAN 21 PM 6:40

'Part-time' employees are those who work less than thirty-five (35) hours per workweek.

One 'day' for part-time employees shall be defined as the number of regularly scheduled work hours assigned to that individual part-time employee.

### SECTION 7.04 – Break – Full-Time

Full-time employees shall be entitled to one paid fifteen (15) minute break, not to be combined with their lunch break or taken at the end of the shift.

### SECTION 7.05 – Break – Part-Time

Part-time employees who work four (4) or more hours per day shall be entitled to one (1) paid fifteen minute break not to be taken at the end of the shift. Employees may not leave the building for their paid fifteen (15) minute break. Breaks shall be arranged so

as not to interfere with regular library service and the provision of adequate coverage as determined by the Library Director

#### SECTION 7.06 – Unpaid Lunch Break

Employees may leave the building for their unpaid lunch breaks. Lunch shall be arranged so as not to interfere with regular library service and the provision of adequate coverage as determined by the Library Director.

#### SECTION 7.07 – Work Schedule Request

Requests for a change in an employee's work schedule for an upcoming month should be made to the Library Director on or before the fifteenth (15<sup>th</sup>) of the prior month for approval except in cases of extenuating circumstances at which time the employee will notify the Library Director as soon as practicable.

2020 JAN 21 PM 6:34

#### SECTION 7.08 – Time-Keeping

Employees must accurately record their time worked in accordance with the Library's timekeeping procedures.

Employees may not record time for other employees. Employees shall immediately notify the Library Director of any missed time entries and/or corrections to an employee's time record.

### **Article 8 – Seniority**

#### SECTION 8.01 – Definitions

Seniority shall be defined as the length of continuous service from the date the employee was hired.

## SECTION 8.02 – Suspension of Seniority

Seniority accumulation shall be suspended but not broken during a layoff of not more than one (1) year.

## SECTION 8.03 – Bargaining Unit Seniority

The City, with the cooperation of the Union, shall prepare a list of all bargaining unit employees showing their seniority. Said list will be updated as required and delivered to the Union on or before July 1<sup>st</sup> of each year. Upon completion of a probationary period, new bargaining unit employees shall be added to the list.

## SECTION 8.04 – Probation

- (a) New bargaining unit employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period.
- (b) The termination or discipline of a probationary employee during or at the end of the probationary period shall not be subject to the grievance or arbitration provisions of this Agreement. However, the Union shall be given notice by the City whenever a probationary employee has been terminated.
- (c) New employees who successfully completed their probationary period shall have seniority retroactive to their date of hire.

2020 JAN 21 PM 6:40

## SECTION 8.05 – Evaluations

Each employee shall be reviewed and evaluated at the end of his/her probationary period and thereafter each May.

## SECTION 8.06 – Break in Service

Seniority shall be broken by:

- (a) Termination of the employment relationship, including resignation (quit) and discharge for just cause;
- (b) Failure to report to work within ten (10) working days (including Saturdays) after notification of recall from layoff is sent to the employee's last address furnished by the employee;
- (c) Layoff of more than one year; and
- (d) Failure to return to work on the first working day following the expiration of an approved leave of absence. In its sole discretion, the City may take extenuating circumstances into consideration in applying this section.

### **Article 9 – Position Vacancies / New Positions**

#### **SECTION 9.01 - Vacancies**

2020 JAN 21 PM 6:34

- (a) New bargaining unit positions and/or vacancies in existing bargaining unit positions ("Vacancies") shall be posted internally for a period of seven (7) consecutive working days (the "Posting Period") before being posted publicly.
- (b) Bargaining unit employees wishing to be considered for a Vacancy ("Unit Applicants") shall apply in writing to the Library Director within the Posting Period.
- (c) A Unit Applicant shall fill the Vacancy if the City determines that the Unit Applicant is qualified based on the position description requirements for the Vacancy and the Applicant's performance record. If two or more Unit Applicants are equally qualified, the Vacancy shall be filled based on seniority.
- (d) If a Unit Applicant applies for a Vacancy and is not selected, the City shall notify the Unit Applicant in writing ("Notice") and shall state why the Unit Applicant was not selected.
- (e) A Unit Applicant who fills a vacancy shall serve a break-in probationary period of forty-five (45) calendar days. During the probationary period, the City may elect to return the Applicant to the Applicant's former position and such action shall not be subject to the grievance procedure.

- (f) If there are no qualified Applicants for a Vacancy, the City may fill the Vacancy with an outside applicant.

SECTION 9.02 – Copies

Upon request by the Union during the Posting Period, a copy of the Vacancy posting and a list of the Unit Applicants for the Vacancy shall be provided to the Union within seven (7) days of the close of the Posting Period.

**Article 10 – Layoff Procedure**

SECTION 10.01 – Layoff

In the event of a layoff, the affected employee shall be given at least two (2) weeks' notice in writing, and the initial order of layoffs shall be as follows:

- (a) Temporary Employees;
- (b) Probationary Employees; and
- (c) Part-Time Employees starting with the least effect on the Library operations.

2020 JAN 21 PM 6:40

SECTION 10.02 – Part-Time Bumping

Part-time employees may 'bump' based on seniority with other part-time employees, provided they are qualified.

SECTION 10.03 – Layoffs Full-Time Employee

If the City determines that a layoff is required among full-time employees, after all part-time employees have been laid off, the full-time employee with the least seniority shall be laid off first subject to departmental needs.

SECTION 10.04 – Collection of Benefits

Laid off employees have to wait until their recall time period lapses before they are eligible to collect accrued but unused vacation days or paid sick leave days to which they are entitled. They may waive their recall rights and collect immediately following such waiver.

SECTION 10.05 – Restriction on New Hires

No new employees shall be hired until all laid off employees have been given the opportunity to return to work.

SECTION 10.06 – Recall

Laid off employees shall be subject to recall in inverse order of layoff for one (1) year from date of layoff.

Section 10.07 – Recall

2020 JAN 21 PM 6:34

- (a) Laid off employees shall report for work not more than seven (7) working days after receipt of notice sent to him/her by registered mail to the last address furnished the Library Director by the employee.
- (b) The City may take extenuating circumstances into consideration in applying this section provided that the position to which the employee is being recalled has not been filled.
- (c) Failure of an employee on layoff to report to work within fifteen (15) calendar days from the date the recall notice was sent shall result in the employee's loss of all rights to recall.

## Article 11 – Disciplinary Action

### SECTION 11.01 – Just Cause

No bargaining unit employee shall be discharged, suspended, demoted or disciplined in any other manner except for just cause.

### SECTION 11.02 – Appeal Procedure

Disciplinary actions are subject to the grievance and arbitration procedures set forth in Article 12.

### SECTION 11.03 – Union Representation

An employee, upon the employee's request, shall be entitled to union representation at each step of the grievance procedure.

### SECTION 11.04 – Limitations on Suspension

2020 JAN 21 PM 6:40

No employee shall be suspended without pay for a period in excess of five (5) working days without the written approval of the Board of Directors.

### SECTION 11.05 – Notification of Termination

The Library shall notify the Union in writing whenever an employee is discharged.

### SECTION 11.06 – Application of Verbal Warning

Verbal warnings shall not be considered for purposes of administering discipline if the employee has not had any further warning or discipline for a one (1) year period from



the date of the first warning provided the verbal warning had not been grieved by the employee under the grievance procedures contained in Article 12.

## Article 12 – Grievance Procedure

### SECTION 12.01 – Grievance Procedure

In the event that a difference arises between the City, the Union or any employee concerning the interpretation, application or compliance with any provision of this Agreement and a written grievance is filed, the grievance shall be processed in the following manner.

### SECTION 12.02

2020 JAN 21 PM 6:34

#### Step 1: Library Director

The aggrieved employee and/or the Union Steward shall submit the grievance to the Library Director within ten (10) working days of the occurrence giving rise to the grievance, or within ten (10) working days of the date the grievant or the Union knew or should have known of its occurrence, whichever comes later, provided that in no event shall a grievance be filed more than fifteen (15) days after the occurrence giving rise to the grievance. Each grievance shall set forth in writing the specific facts giving rise to the grievance, the section(s) of the collective bargaining agreement claimed to have been violated, and the remedy sought.

The Library Director shall have five (5) working days to respond to the grievance. During that time, a meeting may be scheduled by the Director to review the facts. The Director's response shall be in writing and shall be sent to the Union President or Steward.

#### Step 2: Library Board

If the aggrieved employee or the Union is not satisfied with the Step 1 response, the grievance may be submitted to the Library Board within seven (7) working

days of the Step 1 response. The Library Board or its designee shall have ten (10) working days to respond to the grievance. During that time, a meeting may be scheduled by the Library Board to review the facts. The Library Board's response shall be in writing and shall be sent to the Union President or Steward.

### Step 3: Mayor

If the aggrieved employee or the Union is not satisfied with the Step 2 response, the grievance may be submitted to the Mayor within seven (7) working days of the Step 2 response. The Mayor or his designee shall have ten (10) working days to respond to the grievance. The Mayor's response shall be in writing and shall be sent to the Union President or Steward.

### Step 4: Arbitration and/or Mediation

If the Union is not satisfied with the Step 3 response, the Union may submit the grievance for resolution by filing a written request for arbitration and/or mediation within fifteen (15) calendar days of the Step 3 response. Such request shall be submitted to the State Board of Mediation and Arbitration, with a copy to the Mayor and the Library Director.

2020 JAN 21 PM 6:40

### SECTION 12.03 – Extension of Time

Any of the time limits specified above may be extended by mutual agreement, which shall be in writing.

### SECTION 12.04 – Failure to Respond

Failure to respond to Step 1, 2 or 3 within the applicable time limit shall be deemed a denial of the grievance, entitling the Union to proceed to the next appropriate step. Each grievance submitted at Steps 2, 3 and 4 of the grievance process shall be identical to the grievance submitted at Step 1.

SECTION 12.05 – Costs

All costs of arbitration under this Article shall be borne equally by the Union and the City.

The Arbitrators shall not have the power to add to, amend, modify or delete any of the terms of this Agreement, and the decision of the Arbitrators shall be final and binding on both parties.

SECTION 12.06 – Release Time

One (1) officer or one (1) steward of the Union shall be released without loss of pay to attend any grievance meetings or arbitration hearings which are scheduled during the employee's working time.

2020 JAN 21 PM 6:34

SECTION 12.07 – Copies

To the extent required by law, the City shall, upon written request, make available to the Union for inspection and copying documents relevant to any pending grievances.

**Article 13 – Funeral Leave**

SECTION 13.01 – Immediate Family

In the event of death in the immediate family, employees shall be granted up to five (5) days bereavement leave with full pay. For purposes of this Article, 'immediate family' shall mean and include the employee's spouse, and the following then current relatives, with or without the prefix 'step': mother, father, mother-in-law, father-in-law, sister, brother, child, grandchild and grandparents. 'Immediate family' shall also mean and include adoptive parents, children or other persons living in the household as a member of the family.

SECTION 13.02 – Leave Time

For the purpose of attending the funeral of a daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt or uncle employees shall be granted one (1) day leave for an in-state funeral and two (2) days leave with pay for an out of state funeral.

SECTION 13.03 – Additional Time

The Library Director may in her sole discretion grant an employee additional funeral leave without pay.

SECTION 13.04 – Part-Time Leave

Part-time employees shall be paid bereavement leave only if the funeral and/or funeral service occurs on their regularly scheduled work day.

**Article 14 – Sick Leave**

SECTION 14.01 – Paid Sick Days

2020 JAN 21 PM 6:40

(a) Eligibility and Accrual

Full-time bargaining unit employees are eligible to earn and use paid sick days (“Sick Days”) as set forth in this Section 14.01.

Sick Days accrue as follows:

- Eligible employees begin to accrue Sick Days upon hire into a full-time bargaining unit position.
- Sick Days accrue on a monthly basis, at a rate of one (1) Sick Day per month, to a maximum of twelve (12) Sick Days per employment year (calculated based on the employee’s anniversary date of hire into a

full-time bargaining unit position). Sick Days are credited on the last day of the month in which they accrue.

- Subject to applicable law, Sick Days do not accrue during workers compensation leave, disability leave or any unpaid leave of absence.

(b) Sick Day Usage and Pay Rate

Employees may not use accrued Sick Days until completing one (1) year of full-time bargaining unit employment. After completing one (1) year of full-time employment, Sick Days may be used once earned. Employees may not borrow against unearned/future Sick Days.

Sick Days are paid at an employee's regular rate of pay.

Sick Days may be taken in half-day (3.5 hour) or full-day (7 hour) increments. Employees also may use accrued Sick Days in increments of one (1) hour or more when taking approved leave under the Family Medical Leave Act (FMLA).

Use of Sick Days requires approval of the Library Director. Requests should be made in advance when the need to use Sick Days is foreseeable. Otherwise, requests to use Sick Days should be made as soon as practicable under the circumstances. Employees must promptly notify the Library Director when absent from work unexpectedly.

2020 JAN 21 PM 6:34

(c) Medical Certification

The City may require an appropriate medical certification or other appropriate documentation from an employee when (i) an employee is absent for three (3) or more consecutive work days; (ii) an employee has more than eight (8) absences from work in any sixty (60) day period; (iii) after a first occasion, an employee is absent immediately before or after a paid holiday, paid vacation day or other scheduled day off; (iv) an employee has requested a medical leave of absence or other leave of absence. An employee shall not be eligible to use Sick Days for any period for which the employee fails to provide appropriate documentation when required.

(d) Carry-Over

Full-time employees may accumulate and carry over unused Sick Days as provided in this Section 14.01. Otherwise, Sick Days expire and do not carry over from one employment year to the next.

1. Employees Hired Before July 1, 2016

Eligible employees hired before July 1, 2016 may accumulate and carry over up to forty-five (45) accrued, unused Sick Days from employment year to employment year.

2. Employees Hired On or After July 1, 2016

Eligible employees hired on or after July 1, 2016 may accumulate and carry over up to thirty (30) accrued, unused Sick Days from employment year to employment year.

(e) Payout

Except as provided in this Section 14.01, an eligible employee shall receive payment of fifty percent (50%) of the employee's accrued, unused Sick Days, if any, upon death, retirement, resignation and/or termination of employment. For example, if an eligible employee has a balance of five (5) accrued, unused Sick Days, the employee shall receive payment for two and one-half (2.5) Sick Days.

An employee whose employment is terminated for just cause shall not be eligible for payment of any accrued, unused Sick Days upon termination of employment.

An employee who resigns and/or retires from employment and fails to give advance notice of at least ten (10) working days shall not be eligible for payment of any accrued, unused Sick Days upon resignation or retirement.

SECTION 14.02 – Statutory Paid Sick Leave

2020 JAN 21 PM 6:40

Employees, including part-time employees, who qualify as 'service workers' under the Connecticut Paid Sick Leave Law ("CPSLL"), are eligible for statutory paid sick leave benefits. Statutory paid sick leave benefits are provided subject to the CPSLL, as amended from time to time.

Statutory paid sick leave benefits are summarized in Appendix D to this Agreement and are subject to change in accordance with the CPSLL. Additional information is available from the Library Director and at <https://www.ctdol.state.ct.us/wgwkstnd/SickLeaveLaw.htm> (e.g., eligibility).

SECTION 14.03 – Family Medical Leave

Eligible employees, including part-time employees, may request unpaid family/medical leave for reasons qualifying under the federal Family and Medical Leave Act (“FMLA”).

FMLA leave benefits and requirements are summarized in Appendix D to this Agreement and are subject to change in accordance with the FMLA. Additional information is available from the Library Director.

**Article 15 – Personal Days**

SECTION 15.01 – Full-Time Personal Days

Full-time bargaining unit employees shall be granted four (4) personal days with pay, each calendar year for legitimate personal business which the employee cannot reasonably conduct outside his or her scheduled work time. A minimum of 48 hours written notice shall be given to the Library Director except in an emergency. Upon the approval of the Library Director, personal days may be taken in half days (the first or last 3 ½ hours of a work day).

2020 JAN 21 PM 6:34

SECTION 15.02 – Part-Time Personal Days

Part-time employees who have completed one (1) year of continuous service shall receive three (3) paid personal leave days per year, equivalent to the number of hours they are regularly scheduled to work.

SECTION 15.03 – Restriction on Personal Days

Employees shall not accumulate personal days to carry over one (1) year to the following year.

## **Article 16 – Leave of Absence Without Pay**

### **SECTION 16.01 – Leave of Absence**

If it appears to be in the best interests of the Library, the Library Director may, in writing, grant leave without pay for up to three (3) calendar months to an employee who has completed at least one (1) year service with the Library and has proven good cause, which may include participation in an education program, for the leave without pay. Fringe benefits in the form of insurance coverage shall not be maintained for employees on such leave except upon written request by the employee and at the employee's own expense.

The City may replace an employee on an unpaid leave with a temporary employee.

### **SECTION 16.02 – Requests**

A written request for such unpaid personal leave specifying the length and reasons must be submitted to the Library Director and the Mayor and, except in the case of medical emergency, must be made at least thirty (30) days in advance of the anticipated starting date of the leave.

### **SECTION 16.03 – Return to Work**

2020 JAN 21 PM 6:39

Bargaining unit employees who do not return to work on the date stated in their written request, or any extension granted in writing by the Library Director, shall have their employment terminated for cause.

### **SECTION 16.04 – Outside Employment**

Employees shall not accept outside employment of any kind while on approved leaves of absence, with any violation of this requirement being deemed just cause for immediate dismissal.



## **Article 17 – Jury Duty**

### **SECTION 17.01 – Jury Duty**

- (a) All employees receive time off for jury duty.
- (b) All employees receive time off with pay for jury duty as follows:
  - Employees receive time off with pay for the first five (5) days of jury when performing jury duty in State Court (Connecticut) (per occurrence);
  - All other time off for jury duty is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate, if any, paid to jurors under applicable State or Federal law.
- (c) Unless otherwise authorized by the Library Director, employees on jury duty are expected to return to work if excused from jury duty prior to the beginning of the employee's shift or with two (2) or more hours remaining in the employee's shift.
- (d) Employees who are summoned for jury duty must notify their Library Director promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to their Library Director on returning to work after completing their jury duty service. The City may require employees serving jury duty of longer than one (1) week to submit proof of jury duty on a weekly basis.

## **Article 18 – Vacation**

2020 JAN 21 PM 6:35

### **SECTION 18.01**

#### (a) **Full-Time Vacation**

Full-time employees shall be eligible for paid vacation allotment according to time accredited service.

<u>Time and Service</u>	<u>Vacation Allotment</u>
Six (6) months	5 days
One (1) year	10 days
Ten (10) years	15 days
Fifteen (15) years and up	20 days

(b) Part-Time Vacation (Unpaid)

Part-time employees shall be eligible for two (2) weeks unpaid vacation time per year.

(c) Part-Time Vacation (Paid)

Part-time employees with five (5) or more years of service shall be eligible for five (5) days of paid vacation days per year.

SECTION 18.02 – Determination of Vacation Usage

2020 JAN 21 PM 6:39

- (a) In determining vacation allotments each January 1, time in service shall be computed as though the employee had already reached his or her service anniversary date that year.
- (b) Part-time employees who become full-time employees shall be credited with one-half their years of service from date of hire.

All employees will be allowed to carry over unused vacation time for the previous year until January 31 of the following year.

SECTION 18.03 – Requests

- (a) Vacation requests shall be submitted not less than thirty (30) days in advance provide that the Library Director shall have the discretion to grant vacation requests made less than thirty (30) days in advance.
- (b) Vacation requests are subject to the approval of the Library Director which shall not be unreasonably denied.

- (c) In the event that more than one employee requests the same days off at the same time, such conflicts shall be resolved based on the seniority of the employees involved.

#### SECTION 18.04 – Vacation Applications

All employees with accrued but unused paid vacation must schedule and use such paid vacation in the year in which it is granted and there shall be no accumulation of paid vacation from one year to the next, except as authorized in Section 18.02. No additional wages shall be paid in lieu of vacation.

#### SECTION 18.05 – Application of Unused Vacation

In the event that an employee has accrued unused paid vacation at the time of her resignation, retirement or death, she or her estate or her beneficiary, as the case may be, shall receive one day's pay for each such accrued unused day of paid vacation. Employees with accrued unused paid vacation who fail to give ten (10) working days written notice of resignation of employment or retirement shall forfeit all rights to accrued unused vacation.

2020 JAN 21 PM 6:35

#### SECTION 18.06 – Shut Down of Library

In the event of any unplanned shut down of the operation of the Library due to inclement weather or other reasons occurring within an employee's paid vacation, no additional day of paid vacation shall be allowed.

#### SECTION 18.07 – Application of Days

Requests for individual days or half days of vacation by employees shall require two (2) weeks advance notice in writing to the Library Director. Such requests not to be unreasonably denied.

For purposes of administering this section, any vacation of less than five (5) consecutive workdays shall be deemed to consist of individual vacation days.

## Article 19 – Insurance

### SECTION 19.01 – Medical Insurance

The City provides medical insurance benefits (health, dental, vision, prescription) to bargaining unit employees and their eligible dependents as set forth in this Article. Medical insurance benefits are provided under the plan(s) summarized in Appendix C to this Agreement (“Health Plan”).

- (a) **Eligibility.** Employees are eligible for Health Plan benefits for themselves, their spouses and their eligible dependents. Participation is subject to the terms and conditions of the Health Plan.
- (b) **Employee Contributions.** Participating employees shall pay a percentage of the total cost of the annual premiums due for their Health Plan coverage (“Premium Contributions”), as follows:

Effective July 1, 2019	15%
Effective July 1, 2020	15%
Effective July 1, 2021	15.5%
Effective July 1, 2022	16.0%

2020 JAN 21 PM 6:39

Employee Premium Contributions shall be paid by payroll deduction on a pre-tax basis as allowed by Section 125 of the Internal Revenue Code.

- (c) **City’s Contribution to HDHP-HSA Plan Deductible.** The current Health Plan includes a High Deductible Health Plan with Health Savings Account (HDHP-HSA Plan). The City shall fund a percentage of the amount of the applicable HDHP-HSA Plan deductible for participating employees (“HSA Contribution”) as follows:

Effective July 1, 2019,	100%
Effective July 1, 2020	75%
Effective July 1, 2021	75%
Effective July 1, 2022	50%

The City’s HSA Contribution shall be deposited into employee HSA accounts on or before July 15 each year.

- (d) **Excise Tax.** The Patient Protection and Affordable Care Act (Public Law 1110148) (“PPACA”) has set forth and codified under the Internal Revenue Code (IRC) Section 49801 the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value

thresholds. The IRC Section 49801 excise tax was scheduled to take effect in 2018 and has been delayed. Should any Federal statute or regulation pertaining to IRC Section 49801 be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to all or part of the City's Health Plan, the City and the Union agree to a reopener concerning the Health Plan benefits and wage rates set forth in this Agreement.

- (e) Annual Buy-Out. Eligible employees may elect to opt out of the City's Health Plan on an annual basis. To opt-out, an employee must be eligible to participate in the City's Health Plan and must provide appropriate proof that the employee and the employee's eligible dependents have or will have other qualifying coverage (as required under the Affordable Care Act) during the opt-out period. An eligible employee who opts out of the City's Health Plan shall receive compensation in lieu of Health Plan benefits as follows:

<u>Individual</u>	<u>2 Person</u>	<u>Family</u>
\$2,900	\$4,900	\$6,400

The annual opt-out option shall be offered in June of each year, to opt out of the City's Health Plan for the upcoming fiscal year commencing on July 1.

An employee who opts out of the City's Health Plan may re-enroll in the Health Plan. Re-enrollment is subject to applicable law and the terms and conditions of the Health Plan.

- (f) In the event of a conflict between this Agreement and the terms and conditions of the master policies of the City's Health Plan, the terms and conditions of the master policies of the Health Plan shall govern.

SECTION 19.02

2020 JAN 21 PM 6:35

The City may change any medical insurance carrier and/or Health Plan, so long as the benefits and services provided under the new Health Plan are substantially equivalent to the benefits and services provided under the existing Health Plan. The City and the Union acknowledge that 'substantially equivalent' does not mean 'identical' and, in the event of a change in medical insurance carrier or Health Plan, some individual benefits, some services, some modes of service and/or the number and proximity of providers may not be the same.

The City shall provide the Union with advance written notice of any change in medical insurance carrier or Health Plan ("Notice"). Such Notice shall be provided to the Union at least forty-five (45) days in advance of the change being implemented and shall include a plan description for any substitute Health Plan.

If the Union disputes whether the benefits and services under the proposed substitute Health Plan are substantially equivalent to the benefits and services provided under the existing Health Plan, the Union must provide the City with written notice of the dispute (“Objection”) within fifteen (15) days of receiving the City’s Notice. Provided that the Union timely objects to the Notice, the Union shall have the right to go directly to arbitration under the rules of the American Arbitration Association (AAA) by initiating arbitration within thirty (30) days of receiving the City’s Notice. AAA Administrative fees and the fees of the arbitrator shall be shared equally by the parties.

SECTION 19.03 – Life Insurance

The City shall provide and pay for a \$40,000 life insurance policy for each employee.

SECTION 19.04 – Workers Compensation Insurance

The City shall provide workers compensation benefits for employees who sustain work-related illnesses and/or work-related injuries in accordance with and subject to the provisions of Connecticut’s Workers Compensation Act, as amended from time to time (the “Act”).

Employees must immediately report any work-related injuries and/or illnesses to the Library Director.

Eligibility for workers compensation benefits is subject to and in accordance with the provisions of the Act.

**Article 20 – Wages**

2020 JAN 21 PM 6:39

SECTION 20.01 – Wages

The wage and salary payments shall be in accordance with Appendix A attached which shall reflect the following general wage increases:

- (a) The classification and rates of pay for each bargaining unit position are set forth in Appendix A to this Agreement.
- (b) During the term of this Agreement, annual general wage increases shall be as follows:

- Effective and retroactive to July 1, 2019: 0.0%
- Effective July 1, 2020: 2.0%
- Effective July 1, 2021: 2.0%
- Effective July 1, 2022: 2.25%

- (c) On January 15, 2020, each employee shall be paid a one-time stipend in the amount of two percent (2%) of the employee's annual base compensation effective as of July 1, 2018.
- (d) During the term of this Agreement, if the State of Connecticut minimum wage rises to exceed the scheduled rate of pay for a bargaining unit position as set forth in Appendix A, the rate of pay for the bargaining unit position shall be adjusted to comply with minimum wage requirements, effective as of the date the new minimum wage goes into effect.

SECTION 20.02 – Lower Hire Rate

The City may pay newly hired employees five (5%) percent per hour less than the scheduled rate for the first year of employment.

SECTION 20.03 – Newly Created Job Or Revised Job

All jobs within the bargaining unit are assigned a job classification in accordance with the designations found in Appendix A. If and when during the course of this Agreement, the City creates a new job which is to be included in the bargaining unit or revises an existing job which is designated in Appendix A, then the City, at its discretion, shall designate the job classification of the new or revised job.

2020 JAN 21 PM 6:35

SECTION 20.04 – Direct Deposit

Effective July 1, 2019, or upon sixty (60) days' advance written notice, whichever is later, employees in the bargaining unit shall be paid on a bi-weekly basis, by direct deposit to an employee's account of record.

## Article 21 – Pension and Retiree Medical Benefits

### SECTION 21.01 – Pension Plan

The City of Derby Pension Plan, as amended in 1993, shall remain in full force and effect, and a benefit for employees hired before July 1, 2016\*, except as provided herein below:

- (a) Effective and retroactive to July 1, 1994, and thereafter the pension benefit formula applicable to all pensions shall be increased from 1.75% to 2.00% and shall apply retroactively to all years of employees' service. Any employee who retired since July 1, 1994 shall have his or her pension benefits and/or retiree medical benefits adjusted to reflect the improved pension and/or retiree medical benefits.
- (b) There shall be no increase in employee contributions to the pension plan during the term of this Agreement. The total cost of the improvements shall be borne by the City and shall be funded in accordance with the recommendations of the plan's actuaries.
- (c) Effective and retroactive to July 1, 1994, employees who retire with a City of Derby Pension shall be entitled to receive retiree medical benefits for the retiree and his/or her spouse on the basis of the following:
  1. The employee completed 20 or more years of employment with the City of Derby and/or the Board of Education.
  2. The benefit for the retiree becomes effective upon the retiree's 65<sup>th</sup> birthday and shall continue until his or her death.
  3. The benefit for the retiree's spouse becomes effective upon the spouse's 65<sup>th</sup> birthday and shall continue until his or her death.
  4. The cost of retiree and spouse medical coverage shall be paid in full by the City.

2020 JAN 21 PM 6:39

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**\*All other full-time employees, shall be eligible to enroll in a 401k program administered by the City into which the City shall contribute annually two (2%) percent of the employee's wages.**



5. For employees who retire after March, 2007, the retiree and spouse benefit shall include Anthem Medicare Supplement Coverage Plan F. For employees who retire after July 1, 2012 the retiree and spousal benefit shall include Medicare Supplement Coverage Plan. The City may substitute alternate retiree medical coverage through a group or other individual plan or plans so long as the benefits are substantially equivalent to those listed above.
6. Employees and retirees who receive retiree or retiree spouse medical benefits through their AFSCME collective bargaining agreements which exceed the terms or benefits described herein shall receive the better terms or benefits.
7. Employees with 20 or more years of service who retire or otherwise terminate their service with the City prior to their 65<sup>th</sup> birthday or prior to their spouse's 65<sup>th</sup> birthday are entitled to receive the retiree/spouse medical benefits at the time of the retiree's or the spouse's 65<sup>th</sup> birthday.
8. Employees with 20 or more years of service who retire under the Derby Pension plan prior to their 65<sup>th</sup> birthday or prior to their spouse's 65<sup>th</sup> birthday may elect to purchase retiree/spouse medical insurance at the group rate until the retiree or the spouse reaches 65, provided there is no cost to the City and the insurance company approves.

## **Article 22 – Savings Clause**

### **SECTION 22.01**

2020 JAN 21 PM 6:35

Should any article, section or provision of this Agreement be found unlawful by the Connecticut State Board of Labor Relations or a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

## **Article 23 – No Strike – No Lockout**

### **SECTION 23.01 – No Strike**

During the life of the Agreement only, there shall be no strike by any bargaining unit employee.

### **SECTION 23.02 – No Lockout**

During the life of this Agreement only, there shall be no lockout by the City of any bargaining unit employee.

## **Article 24 – Education, Training and Tuition Reimbursement**

### **SECTION 24.01 – Conference Attendance**

2020 JAN 21 PM 6:39

Subject to the advance approval of the Library Director, employees may be granted paid leave to attend conferences, workshops including Americal Library Association (ALA), Connecticut Library Association (CLA) and or other training relevant to current trends in library science and to further develop library skills. Requests for approval to attend any such event should be submitted to the Library Director as far in advance as possible. The Library shall reimburse employees for appropriate expenses related to said activities including rate per mile as determined by the IRS for the use of a personal vehicle for traveling to and from said activities.

### **SECTION 24.02 – Conference Attendance**

Permission to attend job related conferences, workshops and other trainings may be granted on a rotating schedule by the Library Director who will consider the event's relationship to the employee's job and seniority. In order to facilitate attendance at professional conferences, the Library will provide adequate substitute coverage and other employees will make every reasonable effort to arrange their schedules.

SECTION 24.03 - Reimbursements

- (a) In the sole discretion of the Library Board, tuition reimbursement may be made available for full-time employees who enroll in a college level course pertinent to such employee's job. Only Library Science courses required to complete a Masters in Library Science will be reimbursable. Any employee seeking reimbursement must submit a request to the Library Board, with a description of the course and the reason for selection with a copy for the Library Director.
  
- (b) Upon approval by the Library Board, reimbursement will be as follows:
  - 1. Reimbursement will be made upon the employee's successful completion of the course, and employee's delivery to the Library Director of official notification of a grade of B (or its equivalent) or higher or if no ranked grades are given a passing grade.
  - 2. A sum equal to one half (1/2) the cost of the course(s) but not to exceed fifteen hundred (\$1500) dollars per year will be reimbursed.
  
- (c) If the employee resigns from employment with the Library for reasons other than a disability within three (3) years from the date of the reimbursement, the employee shall pay the City back for the full amount of tuition reimbursement.

**Article 25 – Management Rights**

2020 JAN 21 PM 6:35

**SECTION 25.01**

Except to the extent such rights, powers and authority have been relinquished or limited by the provisions of this Agreement, the City reserves and retains whether exercised or not, all lawful and customary rights, powers, and authority of management.

The City's rights include the following: to determine the times that the Library is opened to the public and to schedule work shifts; to make decisions regarding the purchase, repair, maintenance and operation of equipment and property used for the operation of **the** Library, including new and improved methods, procedures, practices, technologies, which the City may deem necessary or advisable to promote the efficiency of the Library; to determine the number and types of employees required to perform the Library's operation; to determine the standards for hire and employment and to select, direct, reduce and increase the work force; and to determine promotion, demotion,

reassignment or layoff of employees, to the extent as allowed by this Agreement; to discipline employees for just cause; to establish, amend reasonable work rules, provided that except in exigent circumstances, the City provides the Union 30 days' notice prior to the implementation of any new or amended rule. The City shall act to manage and make decisions and to set the standards on all matters involving the Library in order to provide service to the public.

## **Article 26 – Duration and Stability of Agreement**

### **SECTION 26.01**

This Agreement shall become effective on **July 1, 2019** and shall remain in full force and effect through **June 30, 2023**.

### **SECTION 26.02**

If either the Union or the City desires to meet for the purposes of negotiating changes or modifications in the provisions of this Agreement, they shall give notice in writing of such desire to the other party no earlier than **January 15, 2023** nor later than thirty (30) days thereafter, with the parties commencing a first negotiating session **within sixty (60) days of receipt of such notice or within such other time period as the parties may mutually agree**. Should the thirty (30) day notice period expire without notice given by either side, all terms of this Agreement shall continue in full force and effect for one additional year.

2020 JAN 21 PM 6:39

### **SECTION 26.03 – No Alterations**

All amendments, alterations or variations of the terms of this Agreement must be mutually agreed to, reduced to writing and signed by AFSCME, Council 4 and the City before they shall bind the parties hereto.

FOR THE CITY OF DERBY

FOR LOCAL 1303-420, COUNCIL #4  
AFSCME, AFL-CIO

Paul W. Zutter

Mary Housholder

Date: 1/21/2020

Date: 1/21/2020

Norody Gleason

Scott

Date: 1/21/2020

Date: 1/21/2020

2020 JAN 21 PM 6:35

**APPENDIX A**  
**Wage Schedule**

APPENDIX A					
DERBY PUBLIC LIBRARY SALARY SCHEDULE					
Wages					
Position	Current Wages 7/1/18	7/1/19 Wages	7/1/20 Wages	7/1/21 Wages	7/1/22* 6/1/23
<b>LIBRARIAN (part time)</b>					
		0.00% Increase	CT Min. Wage	CT Min. Wage	CT Min. Wage
<b>CLASSIFICATION A</b>	\$11.17	\$11.17	\$12.00*	\$13.00*	\$14.00*
Library Assistant					\$15.00* (6/1/23)
		0.00% Increase	2.0% Increase	2.0% Increase	2.25% Increase
<b>CLASSIFICATION B</b>	\$16.15	\$16.15	\$16.47	\$16.80	\$17.18
Cataloguer					
Local Historian					
Publicity Coordinator					
<b>CLASSIFICATION C</b>	\$18.62	\$18.62	\$18.99	\$19.37	\$19.81
Tech/Reference Librarian					
Young Adult/Reference					
<b>LIBRARIAN II (full time)</b>					
<b>CLASSIFICATION A</b>	\$37,261- \$43,472	\$37,261- \$43,472	\$38,006- \$44,341	\$38,766- \$45,228	\$39,638- \$46,246
Head of Adult Circulation					
<b>CLASSIFICATION B</b>	\$47,197- \$55,892	\$47,197- \$55,892	\$48,141- \$57,010	\$49,104- \$58,150	\$50,209- \$59,458
Children's Librarian					
Ann Mirasola**	\$18.07	\$18.07	\$18.43	\$18.80	\$19.22

\*Pursuant to increase in Connecticut Minimum Wage

\*\*Pursuant to Side Letter Agreement between the City and the Union re: Salary Reopener for 2017-2018 and 2018-2019 (June 2018)

**APPENDIX B**  
**Group Insurance**

2020 JAN 21 PM 6:35

2020 JAN 21 PM 6:39





Derby-City and Board of Education  
 Effective Date: 07-01-2018  
 Aetna Choice® POS II  
 H.S.A. 1500 City

Qualified High Deductible Health Plan

**PLAN DESIGN & BENEFITS  
 ADMINISTERED BY AETNA LIFE INSURANCE COMPANY**

PLAN FEATURES	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
<b>Deductible</b> (per plan year)	\$1,350 Individual \$2,700 Family	\$1,500 Individual \$3,000 Family	\$1,500 Individual \$3,000 Family
Unless otherwise indicated, the deductible must be met prior to benefits being payable. Once Family Deductible is met, all family members will be considered as having met their Deductible. There is no Individual Deductible to satisfy within the Family Deductible.			
<b>Member Coinsurance</b> Applies to all expenses unless otherwise stated.	Covered 100%	Covered 100%	20%
<b>Payment Limit</b> (per plan year)	\$1,500 Individual \$3,000 Family	\$1,500 Individual \$3,000 Family	\$3,000 Individual \$6,000 Family
Pharmacy expenses apply towards the Payment Limit. There is no Individual Payment Limit to satisfy within the Family Payment Limit. Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit.			
<b>Primary Care Physician Selection</b>	Optional	Optional	Not Applicable
<b>Referral Requirement</b>	None	None	None
PREVENTIVE CARE	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
<b>Routine Adult Physical Exams/ Immunizations</b> 1 exam every 12 months for members age 22 to age 65; 1 exam every 12 months for adults age 65 and older.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Routine Well Child Exams/Immunizations</b> 7 exams in the first 12 months of life, 3 exams in the second 12 months of life, 3 exams in the third 12 months of life, 1 exam per year thereafter to age 22.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Routine Gynecological Care Exams</b> 1 exam and pap smear per plan year	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Routine Mammograms</b>	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Women's Health</b> Includes: Screening for gestational diabetes, HPV (Human- Papillomavirus) DNA testing, counseling for sexually transmitted infections, counseling and screening for human immunodeficiency virus, screening and counseling for interpersonal and domestic violence, breastfeeding support, supplies and counseling. Contraceptive methods, sterilization procedures, patient education and counseling. Limitations may apply.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Routine Digital Rectal Exam</b> Recommended: For covered males age 40 and over.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible

2020 JAN 21 PM 6:35



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<b>Prostate-specific Antigen Test</b> Recommended: For covered males age 40 and over.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Colorectal Cancer Screening</b> Recommended: For all members age 50 and over.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Routine Eye Exams</b> 1 routine exam per 24 months.	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible

<b>PHYSICIAN SERVICES</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
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<b>Office Visits to Non-Specialist</b> Includes services of an internist, general physician, family practitioner or pediatrician.	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Specialist Office Visits</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible

<b>Pre-Natal Maternity</b>	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
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<b>Walk-in Clinics</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the outpatient department of a hospital, shall be considered a Walk-in Clinic.

<b>Allergy Testing</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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<b>Allergy Injections</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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<b>DIAGNOSTIC PROCEDURES</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
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<b>Diagnostic X-ray</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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<b>Diagnostic Laboratory</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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<b>Diagnostic Complex Imaging</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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<b>EMERGENCY MEDICAL CARE</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
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<b>Urgent Care Provider</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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Derby-City and Board of Education  
 Effective Date: 07-01-2018  
 Aetna Choice® POS II  
 H.S.A. 1500 City

Qualified High Deductible Health Plan

**PLAN DESIGN & BENEFITS  
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<b>Emergency Room</b>	Covered 100%; after deductible	Covered 100%; after deductible	Covered 100%; after deductible
<b>Emergency Use of Ambulance</b>	Covered 100%; after deductible	Covered 100%; after deductible	Covered 100%; after deductible
<b>HOSPITAL CARE</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
<b>Inpatient Coverage</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.			
<b>Inpatient Maternity Coverage</b> (includes delivery and postpartum care)	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.			
<b>Outpatient Hospital Expenses</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.			
<b>Outpatient Surgery - Hospital</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.			
<b>Outpatient Surgery - Freestanding Facility</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.			
<b>MENTAL HEALTH SERVICES</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
<b>Inpatient</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.			
<b>Mental Health Office Visits</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.			
<b>Other Mental Health Services</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>SUBSTANCE ABUSE</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
<b>Inpatient</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.			
<b>Residential Treatment Facility</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible

2020 JAN 21 PM 6:35



Derby-City and Board of Education  
 Effective Date: 07-01-2018  
 Aetna Choice® POS II  
 H.S.A. 1500 City

Qualified High Deductible Health Plan

**PLAN DESIGN & BENEFITS  
 ADMINISTERED BY AETNA LIFE INSURANCE COMPANY**

<b>Substance Abuse Office Visits</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.			
<b>Other Substance Abuse Services</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>OTHER SERVICES</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
<b>Skilled Nursing Facility</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Limited to 120 days per plan year. Your cost sharing applies to all covered benefits incurred during your inpatient stay.			
<b>Home Health Care</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Hospice Care - Inpatient</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your inpatient stay.			
<b>Hospice Care - Outpatient</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Your cost sharing applies to all covered benefits incurred during your outpatient visit.			
<b>Private Duty Nursing – Outpatient</b> (\$15,000 per plan year max)	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Outpatient Short-Term Rehabilitation</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Includes speech, physical, occupational therapy, and spinal manipulation therapy- Unlimited			
<b>Autism Behavioral Therapy</b> Unlimited	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Autism Physical Therapy</b> Unlimited	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Autism Occupational Therapy</b> Unlimited	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Autism Speech Therapy</b> Unlimited	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Durable Medical Equipment</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Diabetic Supplies</b>	Covered 100%; after deductible	Covered same as any other medical expense.	20%; after deductible
<b>Affordable Care Act mandated Women's Contraceptives</b>	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible

2020 JAN 21 PM 6:39



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<b>Women's Contraceptive drugs and devices not obtainable at a pharmacy</b>	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
<b>Hearing Aids</b> One hearing aid per ear every 24 months	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Transplants</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Acupuncture</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Bariatric Surgery</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>FAMILY PLANNING</b>	<b>MAXIMUM SAVINGS (TIER 1)</b>	<b>IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)</b>	<b>OUT-OF-NETWORK (TIER 3)</b>
<b>Infertility Treatment</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnosis and treatment of the underlying medical condition only.			
<b>Vasectomy</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>Tubal Ligation</b>	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
<b>PHARMACY</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>	

The full cost of the drug is applied to the deductible before any benefits are considered for payment under the pharmacy plan.

2020 JAN 21 PM 6:35

<b>Pharmacy Plan Type</b>	Aetna Standard Open Formulary		
<b>Generic Drugs</b>	<b>Retail</b>	Covered 100%; after deductible	20% of submitted cost; after applicable copay
	<b>Mail Order</b>	Covered 100%; after deductible	Not Applicable
<b>Preferred Brand-Name Drugs</b>	<b>Retail</b>	Covered 100%; after deductible	20% of submitted cost; after applicable copay
	<b>Mail Order</b>	Covered 100%; after deductible	Not Applicable
<b>Non-Preferred Brand-Name Drugs</b>	<b>Retail</b>	Covered 100%; after deductible	20% of submitted cost; after applicable copay
	<b>Mail Order</b>	Covered 100%; after deductible	Not Applicable
<b>Pharmacy Day Supply and Requirements</b>	<b>Retail</b>	Up to a 30 day supply from Aetna National Pharmacy Network	
	<b>Mail Order</b>	Up to a 31-90 day supply from Aetna Rx Home Delivery®.	



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**Standard Specialty** Up to a 30 day supply from Aetna Specialty Pharmacy Network.  
First prescription fill at any retail or specialty pharmacy. Subsequent fills must be through our preferred specialty pharmacy network.

**Plan Includes:** Diabetic supplies, blood glucose monitors, prescription weight loss drugs and Contraceptive drugs and devices obtainable from a pharmacy.

Includes sexual dysfunction drugs for females and males, including daily dose, additional 6 tablets per month for males for erectile dysfunction.

Oral fertility drugs included.

Standard Pre-certification for Specialty Drugs

Seasonal Vaccinations covered 100% in-network

Preventive Vaccinations covered 100% in-network

Affordable Care Act mandated female contraceptives and preventive medications covered 100% in-network.

2020 JAN 21 PM 6:39

**GENERAL PROVISIONS**

**Dependents Eligibility** Spouse, children from birth to age 26 regardless of student status.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. Providers are independent contractors and are not our agents. Provider participation may change without notice. We do not provide care or guarantee access to health services.

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental X-rays.
- Donor egg retrieval
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Home births
- Implantable drugs and certain injectable drugs including injectable infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction/enhancement, including therapy, supplies or counseling or prescription drugs.
- Therapy or rehabilitation other than those listed as covered.



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Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of the material into another language may be available. Please call Member Services at **1-888-982-3862**.

Puede estar disponible la traducción de este material en otro idioma. Por favor llame a Servicios al Miembro al **1-888-982-3862**.

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).

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CITY OF DERBY : Aetna Choice® POS II - HDHP

Coverage for: EE Only; EE + Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, [www.HealthReformPlansSBC.com](http://www.HealthReformPlansSBC.com) or by calling 1-800-370-4526. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-370-4526 to request a copy.

Important Questions	Answers	Why This Matters:
<p>What is the overall <u>deductible</u>?</p>	<p>For each <u>Plan Year</u>, Maximum Savings: EE Only \$1,350; EE + Family \$2,700. Standard Savings: EE Only \$1,500; EE + Family \$3,000. Out-of-Network: EE Only \$1,500; EE + Family \$3,000.</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.</p>
<p>Are there services covered before you meet your <u>deductible</u>?</p>	<p>Yes. In-<u>network</u> <u>preventive care</u> is covered before you meet your <u>deductible</u>.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a></p>
<p>Are there other <u>deductibles</u> for specific services?</p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
<p>What is the <u>out-of-pocket limit</u> for this <u>plan</u>?</p>	<p>Maximum Savings: EE Only \$1,500; EE + Family \$3,000. Standard Savings: EE Only \$1,500; EE + Family \$3,000. Out-of-Network: EE Only \$3,000; EE + Family \$6,000.</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, the overall family <u>out-of-pocket limit</u> must be met.</p>
<p>What is not included in the <u>out-of-pocket limit</u>?</p>	<p><u>Premiums</u>, <u>balance-billing</u> charges &amp; health care this <u>plan</u> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>
<p>Will you pay less if you use a <u>network provider</u>?</p>	<p>Yes. See <a href="http://www.aetna.com/docfind">www.aetna.com/docfind</a> or call 1-800-231-7729 for a list of maximum or standard savings <u>providers</u>.</p>	<p>You pay the least if you use a <u>provider</u> in Maximum Savings <u>Provider</u>. You pay more if you use a <u>provider</u> in Standard Savings <u>Provider</u>. You will pay the most if you use an <u>out-of-network provider</u>, and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.</p>
<p>Do you need a <u>referral</u> to see a <u>specialist</u>?</p>	<p>No.</p>	<p>You can see the <u>specialist</u> you choose without a <u>referral</u>.</p>





All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Maximum Savings Provider (You will pay the least)	Standard Savings Provider (You will pay more)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Specialist visit	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you have a test	Preventive care /screening /immunization	No charge	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
	Diagnostic test (x-ray, blood work) Imaging (CT/PET scans, MRIs)	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition	Generic drugs	0% <u>coinsurance</u>	Not applicable	20% <u>coinsurance</u> (retail)	Covers 30 day supply (retail), 31-90 day supply (mail order). Includes contraceptive drugs & devices obtainable from a pharmacy, oral fertility drugs. No charge for preferred generic FDA-approved women's contraceptives in-network. Your cost will be higher for choosing Brand over Generics unless prescribed Dispense as Written.
	Preferred brand drugs	0% <u>coinsurance</u>	Not applicable	20% <u>coinsurance</u> (retail)	
More information about <b>prescription drug coverage</b> is available at <a href="http://www.aethnapharmacist.com/standard">www.aethnapharmacist.com/standard</a>	Non-preferred brand drugs	0% <u>coinsurance</u>	Not applicable	20% <u>coinsurance</u> (retail)	All prescriptions must be filled through the Aetna Specialty Pharmacy Network. Precertification required for coverage.
	Specialty drugs	Applicable cost as noted above for generic or brand drugs	Not applicable	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Physician/surgeon fees	0% <u>coinsurance</u>	0% <u>coinsurance</u>	20% <u>coinsurance</u>	None
If you need immediate medical attention	Emergency room care	0% <u>coinsurance</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u>	No coverage for non-emergency use.
	Emergency medical transportation	0% <u>coinsurance</u>	0% <u>coinsurance</u>	0% <u>coinsurance</u>	Non-emergency transport: not covered, except if pre-authorized.



Excluded Services & Other Covered Services:

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs - Except for required preventive services.

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Hearing aids - 1 hearing aid per ear/24 months.
- Infertility treatment - Limited to the diagnosis & treatment of underlying medical condition, artificial insemination, ovulation induction & advanced reproductive technology.
- Private-duty nursing - Limited to \$15,000/plan year.
- Routine eye care (Adult) - 1 routine eye exam/24 months.

**Your Rights to Continue Coverage:**

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-800-370-4526.
  - If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or: <https://www.dol.gov/agencies/ebsa>
  - For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.ccio.cms.gov](http://www.ccio.cms.gov).
  - If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.
- Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

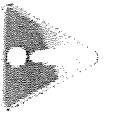
**Your Grievance and Appeals Rights:**

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Aetna directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-800-370-4526.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <https://www.dol.gov/agencies/ebsa>
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance



About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,350
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

**This EXAMPLE event includes services like:**  
Specialist office visits (*prenatal care*)  
Childbirth/Delivery Professional Services  
Childbirth/Delivery Facility Services  
Diagnostic tests (*ultrasounds and blood work*)  
Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,800</b>
<b>In this example, Peg would pay:</b>	
<i>Cost Sharing</i>	
Deductibles	\$1,350
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$1,410</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,350
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

**This EXAMPLE event includes services like:**  
Primary care physician office visits (*including disease education*)  
Diagnostic tests (*blood work*)  
Prescription drugs  
Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,400</b>
<b>In this example, Joe would pay:</b>	
<i>Cost Sharing</i>	
Deductibles	\$1,350
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$1,370</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,350
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

**This EXAMPLE event includes services like:**  
Emergency room care (*including medical supplies*)  
Diagnostic test (*x-ray*)  
Durable medical equipment (*crutches*)  
Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,900</b>
<b>In this example, Mia would pay:</b>	
<i>Cost Sharing</i>	
Deductibles	\$1,350
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,350</b>

**Note:** These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-370-4526.

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-800-370-4526.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

Aetna provides free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call the number on your ID card.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,

P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),

1-800-648-7817, TTY: 711, Fax: 859-425-3379 (CA HMO customers: 1-860-262-7705),

Email: [CRCoordinator@aetna.com](mailto:CRCoordinator@aetna.com).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocrportal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).

2020 JAN 21 PM 6:38









2020 JAN 21 PM 6:38

**APPENDIX C**  
**Medicare Supplement Insurance**

2020 JAN 21 PM 6:36

2020 JAN 21 PM 6:39



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North Kingstown, RI 02852

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# City of Derby

**Retiree Medical Program**

**Your Retiree Benefits**

## **Your Retiree Medical Benefits**

This Post-65 Retiree Medical Program is available to you and your Medicare-eligible spouse. To participate, you must be 65 or older and enrolled in Medicare Parts A & B.

The medical program is underwritten by United American Insurance Company and serviced by AmWINS Group Benefits, Inc., a division of AmWINS Group Inc. AmWINS is known for its high customer service standards and specifically caters to Medicare-eligible retirees. The retiree medical plan picks up where Medicare leaves off. The retiree medical plan is based on utilizing Medicare directly as your primary coverage, with a supplement to address some of the deductibles and co-insurance within Medicare Parts A and B.

In addition, the program includes prescription drug coverage, utilizing a Medicare Part D plan for prescription drugs. The Medicare Part D prescription drug plan is sponsored by Retiree RxCare and underwritten by Envision Insurance Company.

### **How to Enroll**

- Review the information in this booklet.
- Determine your monthly payment, if applicable on the "Payment Summary" page.
- Complete and sign the enrollment form.
- Complete the Direct Payment Authorization form and include a voided check, if interested in monthly automatic withdrawals from your bank account.
- Include a check made payable to **City of Derby /AmWINS Group Benefits, Inc.** for the first month's payment, if applicable.
- Return the above items in the postage-paid return envelope.

2020 JAN 21 PM 6:30

**Your enrollment form and first month's payment must be received in order to activate your benefits.**

If you choose not to participate, complete the enclosed Waiver of Coverage and return in the postage-paid return envelope.

**If you have any questions or need help with enrolling, please contact  
AmWINS Group Benefits Customer Care Center  
Toll-Free at 1-888-883-3757  
Monday through Friday, 8:00 AM to 8:00 PM EST**

## Retiree Medical Insurance Plan Summary of Benefits (Plan F)

Underwritten by: United American Insurance Company

### MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD\*

Services	Medicare Pays	Plan Pays	You Pay
<b>HOSPITAL CONFINEMENT BENEFIT*</b>			
Semiprivate room and board, general nursing and miscellaneous services and supplies:			
First 60 days	All but Part A Deductible	Part A Deductible	<b>\$0</b>
61 <sup>st</sup> through 90 <sup>th</sup> day	All but Part A Coinsurance	Part A Coinsurance	<b>\$0</b>
91 <sup>st</sup> through 150 <sup>th</sup> day (While using 60 lifetime reserve days)	All but Part A Coinsurance	Part A Coinsurance	<b>\$0</b>
Once Lifetime Reserve days are used:			
Additional 365 days:	\$0	100% of Medicare Eligible Expenses	<b>\$0</b>
Beyond the Additional 365 days	\$0	\$0	<b>All costs</b>
<b>SKILLED NURSING FACILITY CARE*</b>			
You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	<b>\$0</b>
21 <sup>st</sup> through 100 <sup>th</sup> day	All but Part A Coinsurance	Part A Coinsurance	<b>\$0</b>
101 <sup>st</sup> day and after	\$0	\$0	<b>All costs</b>
<b>BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expense</b>			
When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	3 pints	<b>\$0</b>
Additional amounts	100%	\$0	<b>\$0</b>
<b>HOSPICE CARE</b>			
Available as long as your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited coinsurance for outpatient drugs and inpatient respite care	Medicare Copayment/coinsurance	<b>\$0</b>

2020 JAN 21 PM 6:36

## Retiree Medical Insurance Plan Summary of Benefits (Plan F)

Underwritten by: United American Insurance Company

### MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

Services	Medicare Pays	Plan Pays	You Pay
<b>OUT-PATIENT MEDICAL EXPENSES - - In or Out of the Hospital and Out-Patient Hospital Treatment, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:</b>			
Medicare Part B Deductible: Medicare-approved amounts**	\$0	Part B Deductible	\$0
Remainder of Medicare-approved amounts	Generally 80%	Generally 20%	0%
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	100%	0%
<b>BLOOD</b>			
First 3 pints	\$0	All costs	\$0
Part B Deductible Medicare Approved Amounts**	\$0	Part B Deductible	\$0
Remainder of Medicare Approved Amounts	80%	20%	\$0
<b>CLINICAL LABORATORY SERVICES</b>			
Blood tests for Diagnostic Services	100%	\$0	\$0

### MEDICARE PARTS A & B

Services	Medicare Pays	Plan Pays	You Pay
<b>HOME HEALTH CARE - Medicare Approved Services:</b>			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
<b>DURABLE MEDICAL EQUIPMENT</b>			
Medicare Part B Deductible Medicare Approved Amounts**	\$0	Part B Deductible	\$0
Remainder of Medicare Approved Amounts	80%	20%	\$0

2020 JAN 21 PM 6:38



## Retiree Medical Insurance Plan Summary of Benefits (Plan F)

Underwritten by: United American Insurance Company

### OTHER BENEFITS NOT COVERED BY MEDICARE

Services	Medicare Pays	Plan Pays	You Pay
<b>FOREIGN TRAVEL - Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA:</b>			
First \$250 each calendar year	\$0	\$0	<b>\$250</b>
Remainder of charges	\$0	80% to a lifetime maximum of \$50,000	20% and amounts over the \$50,000 lifetime max

\*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

\*\*Once your plan has been billed the first dollars of Medicare-Approved amounts for covered services (which are noted with two asterisks), your Medicare Part B Deductible will have been met for the calendar year.

***Benefits are paid only for those expenses which have been approved as eligible by the federal Medicare program.***

***Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified.***

***The summary of program benefits described herein is for illustrative purposes only. In case of differences or errors, the Group Policy governs.***

2020 JAN 21 PM 6:36

## Retiree Medical Insurance Plan Summary of Benefits (Plan B)

Underwritten by: United American Insurance Company

### MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD\*

Services	Medicare Pays	Plan Pays	You Pay
<b>HOSPITAL CONFINEMENT BENEFIT*</b>			
Semiprivate room and board, general nursing and miscellaneous services and supplies:			
First 60 days	All but Part A Deductible	Part A Deductible	<b>\$0</b>
61 <sup>st</sup> through 90 <sup>th</sup> day	All but Part A Coinsurance	Part A Coinsurance	<b>\$0</b>
91 <sup>st</sup> through 150 <sup>th</sup> day (While using 60 lifetime reserve days)	All but Part A Coinsurance	Part A Coinsurance	<b>\$0</b>
Once Lifetime Reserve days are used:			
Additional 365 days:	\$0	100% of Medicare Eligible Expenses	<b>\$0</b>
Beyond the Additional 365 days	\$0	\$0	<b>All costs</b>
<b>SKILLED NURSING FACILITY CARE*</b>			
You must meet Medicare's requirements, including having been in a hospital for at least 3 days and entered a Medicare-approved facility within 30 days after leaving the hospital:			
First 20 days	All approved amounts	\$0	<b>\$0</b>
21 <sup>st</sup> through 100 <sup>th</sup> day	All but Part A Coinsurance	\$0	<b>Part A Coinsurance</b>
101 <sup>st</sup> day and after	\$0	\$0	<b>All costs</b>
<b>BLOOD DEDUCTIBLE – Hospital Confinement and Out-Patient Medical Expense</b>			
When furnished by a hospital or skilled nursing facility during a covered stay.			
First 3 pints	\$0	3 pints	<b>\$0</b>
Additional amounts	100%	\$0	<b>\$0</b>
<b>HOSPICE CARE</b>			
Available as long as your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited coinsurance for outpatient drugs and inpatient respite care	\$0	<b>Balance</b>

2020 JAN 21 PM 6:38

## Retiree Medical Insurance Plan Summary of Benefits (Plan B)

Underwritten by: United American Insurance Company

### MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

Services	Medicare Pays	Plan Pays	You Pay
<b>OUT-PATIENT MEDICAL EXPENSES - - In or Out of the Hospital and Out-Patient Hospital Treatment, such as Physician's services, inpatient and outpatient medical and surgical services and supplies, physical and speech therapy, diagnostic tests, durable medical equipment:</b>			
Medicare Part B Deductible: Medicare-approved amounts**	\$0	\$0	<b>Part B Deductible</b>
Remainder of Medicare-approved amounts	Generally 80%	Generally 20%	<b>0%</b>
Part B Excess Charges (Above Medicare Approved Amounts)	\$0	0%	<b>100%</b>
<b>BLOOD</b>			
First 3 pints	\$0	All costs	<b>\$0</b>
Medicare Part B Deductible: Medicare-approved amounts**	\$0	\$0	<b>Part B Deductible</b>
Remainder of Medicare Approved Amounts	80%	20%	<b>\$0</b>
<b>CLINICAL LABORATORY SERVICES</b>			
Blood tests for Diagnostic Services	100%	\$0	<b>\$0</b>

2020 JAN 21 PM 6:36

### MEDICARE PARTS A & B

Services	Medicare Pays	Plan Pays	You Pay
<b>HOME HEALTH CARE – Medicare Approved Services:</b>			
Medically necessary skilled care services and medical supplies	100%	\$0	<b>\$0</b>
<b>DURABLE MEDICAL EQUIPMENT</b>			
Medicare Part B Deductible: Medicare-approved amounts**	\$0	\$0	<b>Part B Deductible</b>
Remainder of Medicare Approved Amounts	80%	20%	<b>\$0</b>

\*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

\*\*Once you have been billed the first dollars of Medicare-Approved amounts for covered services (which are noted with two asterisks), your Medicare Part B Deductible will have been met for the calendar year.

**Benefits are paid only for those expenses which have been approved as eligible by the federal Medicare program.**

**Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified.**

**The summary of program benefits described herein is for illustrative purposes only. In case of differences or errors, the Group Policy governs.**

# Retiree RxCare

## 2019 Prescription Drug Benefit Medicare Part D ENH 4T09

January 1, 2019 – December 31, 2019

### Prescription Drug Benefits

#### Deductible and Limits on How Much You Pay for Covered Services

##### Annual Deductible

There is no deductible for Retiree RxCare. You begin in the Initial Coverage Stage when you fill your first prescription of the year.

##### Initial Coverage

You pay the following until your total yearly drug costs reach \$3,820. Total yearly drug costs are the total drug costs paid by both you and our Part D plan. You may get your drugs at network retail pharmacies and mail order pharmacies.

Tier	30 Day Retail Pharmacy Copay	90 Day Retail Pharmacy or Mail Order Copay
Tier 1	\$10 .00	\$20.00
Tier 2	\$25.00	\$50.00
Tier 3	\$50.00	\$150.00
Tier 4	25% coinsurance	25% coinsurance

If you reside in a long-term care facility, you pay the same as at a retail pharmacy.

2020 JAN 21 PM 6:38

##### Coverage Gap

Most Medicare drug plans have a coverage gap (also called the “donut hole”). This means that there may be a temporary change in what you will pay for your drugs. The coverage gap begins after the total yearly drug cost (including what our plan has paid and what you have paid) reaches \$3,820.

With Retiree RxCare, after you enter the coverage gap, you will continue to pay your Initial Coverage Stage copayment amount for covered drugs until your costs total \$5,100, which is the end of the coverage gap. Not everyone will enter the coverage gap.

##### Catastrophic Coverage

After your yearly out-of-pocket drug costs (including drugs purchased through your retail pharmacy and through mail order) reach \$5,100

- You pay the greater of:
  - 5% of the cost, or
  - \$3.40 copay for generic (including brand drugs treated as generic) and a \$8.50 copay for all other drugs.
- Our plan pays the rest of the cost of covered drugs.

# Retiree Rx Care

## 2019 Prescription Drug Benefit Medicare Part D Base (PDP 0000)

January 1, 2019 – December 31, 2019

### Prescription Drug Benefits Deductible and Limits on How Much You Pay for Covered Services

#### Annual Deductible

How much is the deductible: \$415 per calendar year.

#### Initial Coverage

You pay the following until your total yearly drug costs reach \$3,820. Total yearly drug costs are the total drug costs paid by both you and our Part D plan. You may get your drugs at network retail pharmacies and mail order pharmacies.

30 Day Retail Pharmacy Copay	90 Day Retail Pharmacy Copay
25% coinsurance	25% coinsurance

If you reside in a long-term care facility, you pay the same as at a retail pharmacy.

#### Coverage Gap

Most Medicare drug plans have a coverage gap (also called the “donut hole”). This means that there may be a temporary change in what you will pay for your drugs. The coverage gap begins after the total yearly drug cost (including what our plan has paid and what you have paid) reaches \$3,820.

After you enter the coverage gap, you pay 25% of the plan’s cost for covered brand name drugs and 37% of the plan’s cost for covered generic drugs until your costs total \$5,100, which is the end of the coverage gap. Not everyone will enter the coverage gap.

#### Catastrophic Coverage

After your yearly out-of-pocket drug costs (including drugs purchased through your retail pharmacy and through mail order) reach \$5,100

- **You pay the greater of:**
  - 5% of the cost, or
  - \$3.40 copay for generic (including brand drugs treated as generic) and a \$8.50 copay for all other drugs.
- **Our plan pays the rest of covered drugs of the cost.**

2020 JAN 21 PM 6:36

## MONTHLY PAYMENT SUMMARY

2019 Monthly Rates		
Medical Plan Options	City of Derby Contribution	Total Monthly Cost <i>Per Member</i>
Medical Plan F	\$219.00	\$52.00
Medical Plan B	\$219.00	\$0.00

Prescription Drug Plan Options	City of Derby Contribution	Total Monthly Cost <i>Per Member</i>
Enhanced Rx Plan (ENH 4T09)	\$0.00	\$223.83
Basic Rx Plan (PDP 0000)	\$0.00	\$77.56

Rates above are effective from 1/1/19 to 12/31/19 and are subject to change each year on January 1<sup>st</sup>.

2020 JAN 21 PM 6:38

Once you have determined your monthly rate, please send a check with your first monthly payment made payable to: **City of Derby / AmWINS Group Benefits, Inc., 50 Whitecap Drive, North Kingstown, RI 02852**

Please return your first monthly payment along with your enrollment forms in the enclosed postage paid return envelope.

# RETIREE MEDICAL PLAN ELECTION FORM

City of Derby

Underwritten by: United American Insurance Company

**You must return your election form to put your coverage in force!**

**Retiree Information (Please print)**

Name		Date of Birth	
Address		Social Security Number	
City		Sex	Phone Number
State	Zip Code	Medicare ID# <i>(From Medicare Id card):</i>	
Hospital (Part A) effective date <i>(from Medicare ID card):</i>		Medical (Part B) effective date <i>(from Medicare ID card):</i>	
Email Address		Date of Retirement	

**Spouse Information (if enrolling)**

Name		Date of Birth	
Sex		Social Security Number	
Date of Retirement		Medicare ID# <i>(From Medicare Id card):</i>	
Hospital (Part A) effective date <i>(from Medicare ID card):</i>		Medical (Part B) effective date <i>(from Medicare ID card):</i>	

2020 JAN 21 PM 6:36

**Please Choose Type of Coverage**

Effective Date: {effective_date}	Retiree Only	Retiree & Spouse	Surviving Spouse
Check Desired Coverage:			
Medical Plan F:			
Medical Plan B:			

*Please sign and date the next page*

*(continued on reverse)*

## RETIREE MEDICAL PLAN ELECTION FORM

Please sign and date below:	
Date:	Retiree Signature:
Date:	Spouse/Surviving Spouse Signature:
If you are an authorized representative, you must sign above and provide the following information:	
Name: _____	
Address: _____	
Phone Number: _____	
Relationship to Retiree: _____	

Please return signed election form to:  
AmWINS Group Benefits  
50 Whitecap Drive, North Kingstown, RI 02852

For Customer Service, please call: 1-888-883-3757  
Monday through Friday, 8:00 AM to 8:00 PM EST

2020 JAN 21 PM 6:38





# Retiree RxCare Medicare Prescription Drug Plan

## Enrollment Form

Please contact Retiree RxCare if you need information in another language or format (Braille).

To enroll in Retiree RxCare, Please Provide the Following Information and sign the last page of this form.

City of Derby

EFFECTIVE DATE: {effective\_date}

Retiree		
Name:	Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Birth Date:
Street Address:		
City:	State:	Zip:
Social Security Number:	Phone Number:	
Medicare ID # (from Medicare ID card):		
Hospital (Part A) effective date (from Medicare ID card):		
Medical (Part B) effective date (from Medicare ID card):		
Email Address:		
Spouse or Surviving Spouse		
Name:	Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Birth Date:
Street Address:		
City:	State:	Zip:
Social Security Number:	Phone Number:	
Medicare ID # (from Medicare ID card):		
Hospital (Part A) effective date (from Medicare ID card):		
Medical (Part B) effective date (from Medicare ID card):		
Email Address:		
Alternative Contact (Optional)		
Name:		
Phone Number:	Relationship to you:	
Select Your Enrollment Options Below (Please Check Desired Coverage)		
Please check which plan you want to enroll in:		
<b>Retiree:</b> <input type="checkbox"/> Enhanced Rx Plan (ENH 4T09) <input type="checkbox"/> Basic Rx Plan (PDP 0000)	<b>Spouse or Surviving Spouse:</b> <input type="checkbox"/> Enhanced Rx Plan (ENH 4T09) <input type="checkbox"/> Basic Rx Plan (PDP 0000)	

2020 JAN 21 PM 6:36

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**Please Answer the Following Questions to Help Medicare Coordinate Your Benefits:**

1. Some individuals may have other drug coverage, including other private insurance, TRICARE, Federal employee health benefits coverage, VA benefits, or State pharmaceutical assistance programs.

Will you have other prescription drug coverage in addition to Precise RxCare?  Yes  No

If "yes", please list your other coverage and your identification (ID) number(s) for this coverage below:

Name of other coverage:	ID # for this coverage:	Group # for this coverage:

2. Are you a resident in a long-term care facility, such as a nursing home?  Yes  No

If "yes", please provide the following information:

Name of Institution:

Address (number and street) & Phone Number of Institution:

**Please check one of the boxes below if you would prefer that we send you information in a language other than English or in another format:**

\_\_\_\_\_ Over the phone interpretation service for multiple languages are available by calling 1-855-693-3921

\_\_\_\_\_ Large Print    \_\_\_\_\_ Braille    \_\_\_\_\_ Spanish    \_\_\_\_\_ Portuguese

Please contact Retiree RxCare at 1-855-693-3921 if you need information in another format or language than what is listed above. TTY users should call 1-855-693-3921. Our office hours are 8:00 AM to 8:00 PM (EST), Monday through Friday.

**Please Read This Important Information:**

If you are a member of a Medicare Advantage Plan (like an HMO or PPO), you may already have prescription drug coverage from you Medicare Advantage Plan that will meet your needs. By joining Retiree RxCare, your membership in your Medicare Advantage Plan may end. This will affect your doctor and hospital coverage as well as your prescription drug coverage. Read the information that your Medicare Advantage Plan sends you and if you have questions, contact your Medicare Advantage Plan.

2828 JAN 21 PM 6:38

Retiree RxCare is offered through your employer or union. You could lose your employer or union health coverage if you join another Medicare Part D plan. Read the communications your employer or union sends you. If you have questions, visit their website, or contact the office listed in their communications. If there isn't information on whom to contact, your benefits administrator or the office that answers questions about your coverage can help

**Please Read This Important Information and Sign Below:**

**By completing this enrollment application, I agree to the following:**

Retiree RxCare is a Medicare drug plan and has a contract with the Federal government. I understand that this prescription drug coverage is in addition to my coverage under Medicare; therefore, I will need to keep my Medicare Part A or Part B coverage. It is my responsibility to inform Retiree RxCare of any prescription drug coverage I have or may get in the future. I can only be in one Medicare prescription drug plan at a time – if I am currently in a Medicare Prescription Drug Plan my enrollment in Retiree RxCare will end that enrollment. Enrollment in this plan is generally for the entire year. Once I enroll, I may leave this plan or make changes if an enrollment period is available, generally during the Annual Enrollment Period (October 15 – December 7), unless I qualify for certain special circumstances.

(Continued on next page)

# Retiree RxCare

Retiree RxCare is a nationwide Medicare Part D plan. If I move out of the area Retiree RxCare serves, I need to notify the plan so I can disenroll and find a new plan in my new area. I understand that I must use network pharmacies except in an emergency when I cannot reasonably use Retiree RxCare network pharmacies. Once I am a member of Retiree RxCare, I have the right to appeal plan decisions about payment or services if I disagree. I will read the Evidence of Coverage document from Retiree RxCare when I get it to know which rules I must follow to get coverage.

I understand that if I leave this plan and don't have or get other Medicare prescription drug coverage or creditable prescription drug coverage (as good as Medicare's), I may have to pay a late enrollment penalty in addition to my premium for Medicare prescription drug coverage in the future.

I understand that if I am getting assistance from a sales agent, broker, or other individual employed by or contracted with Retiree RxCare, he/she may be paid based on my enrollment in Retiree RxCare.

Counseling services may be available in my state to provide advice concerning Medicare supplement insurance or other Medicare Advantage or Prescription Drug Plan options, medical assistance through the state Medicaid program, and the Medicare Savings Program.

### Release of Information:

By joining this Medicare prescription drug plan, I acknowledge that Retiree RxCare will release my information to Medicare and other plans as is necessary for treatment, payment and health care operations. I also acknowledge that Retiree RxCare will release my information, including my prescription drug event data, to Medicare, who may release it for research and other purposes which follow all applicable Federal statutes and regulations. The information on this enrollment form is correct to the best of my knowledge. I understand that if I intentionally provide false information on this form, I will be disenrolled from the plan.

2020 JAN 21 PM 6:36

I understand that my signature (or the signature of the person authorized to act on my behalf under State law where I live) on this application means that I have read and understand the contents of this application. If signed by an authorized individual (as described above), this signature certifies that: 1) this person is authorized under State law to complete this enrollment and 2) documentation of this authority is available upon request by Medicare.

<b>Retiree's Signature:</b>		<b>Today's Date:</b>	
<b>Spouse or Surviving Spouse's Signature:</b>		<b>Today's Date:</b>	
If you are the authorized representative, you must provide the following information:			
<b>Name:</b>			
<b>Address:</b>			
<b>Phone Number:</b>			
<b>Relationship to Enrollee:</b>			
<b>Medicare Prescription Drug Use Only:</b>			
Plan ID#			
Effective Date of Coverage:	IEP:	AEP:	SEP (type):
Plan Representative Signature:			

## DIRECT PAYMENT AUTHORIZATION FORM

Please read, sign and return with your Enrollment Forms to  
AmWINS Group Benefits, 50 Whitecap Drive, North Kingstown, RI 02852

<b>Name (Last, First, Middle Initial):</b>		
<b>Street Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Type of Account:</b> <input type="checkbox"/> Savings <input type="checkbox"/> Checking	<b>Select Monthly Withdrawal Date:</b> <input type="checkbox"/> 1st <input type="checkbox"/> 8th <input type="checkbox"/> 15th	
<b>Please ensure the following:</b> To deduct from your checking account; <input type="checkbox"/> A <b>VOIDED</b> check must accompany this signed authorization. (Starter checks not accepted)  To deduct from your savings account; <input type="checkbox"/> A Signed letter from your banking institution must accompany this signed authorization.		
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p><b>John &amp; Sheila Customer</b> 9876 Appleview Lane Everytown, US 98765-4321</p> </div> <div style="width: 35%; text-align: right;"> <p>1234 15-00000000000000</p> </div> </div> <div style="margin-top: 10px;"> <p style="text-align: right;">DATE _____</p> <p>PAY TO THE ORDER OF _____ \$ _____</p> <p style="text-align: right;">_____ DOLLARS</p> </div> <div style="margin-top: 10px;"> <p>HOMETOWN BANK Downtown, US 98765-4321</p> <p>For _____</p> </div> <div style="margin-top: 10px; display: flex; justify-content: space-between;"> <span>I:250240025 I:</span> <span>1 234 5678</span> <span>1234</span> </div> </div> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); opacity: 0.5; font-size: 4em; font-weight: bold;">VOID</div> <div style="position: absolute; top: 10px; right: 10px; font-size: 0.8em;">       2020 JAN 21 PM 6:38     </div>		
<p>Monthly payments are withdrawn on the 1<sup>st</sup> business day on or after the date you selected above. You will receive a confirmation from AmWINS Group Benefits that we have set up your account information to withdraw from your designated bank account. <b>Note:</b> Your monthly deduction will show as <b>AmWINS</b> on your bank statement.</p>		
<p>I authorize AmWINS to withdraw my payment from my checking or savings account according to my agreed payment schedule. This authorization is to remain in force until AmWINS has received written notification from me of its termination in such time and manner as to afford AmWINS a reasonable opportunity to act on the request. If my account is erroneously charged, my financial institution will immediately credit the same amount to the account up to 15 days following issuance of the statement or 45 days after posting, whichever occurs first.</p>		
<b>Signature:</b>	<b>Date:</b>	

AmWINS Group Benefits Customer Care Center 1-888-883-3757, Monday - Friday, 8:00 AM to 8:00 PM (EST)



## ANSWERS to YOUR QUESTIONS

**Q: Who can I call if I have questions?**

**A:** Please contact the AmWINS Group Benefits Customer Care Center toll-free at 1-888-883-3757, Monday through Friday, from 8 a.m. to 8 p.m. EST.

**Q: How does the plan work?**

**A:** Medicare has coverage gaps which are the costs that you must pay, like coinsurance, co-payments, and deductibles. This plan helps fill those gaps. You may go to any doctor, specialist, or hospital that accepts Medicare. Medicare pays its share and then your plan pays based on your plan's benefits. You will receive a Medicare Summary Notice in the mail (in most cases each month), including information on the amount paid on your behalf and any additional amount due.

**Q: Can my age 65 spouse enroll if I am not yet age 65?**

**A:** Yes. As long as your spouse is eligible to participate in the Program and is age 65 or over. As soon as you become Medicare eligible, you can enroll on the first day of the month in which you reach your 65th birthday.

**Q: My spouse is not yet 65. What will happen to coverage for my spouse after I enroll in this plan?**

**A:** Your spouse will continue coverage under the pre-Medicare early retiree plan. Two months prior to your spouse attaining age 65, a Medicare enrollment packet will be mailed. At that time, your spouse should contact Social Security to enroll in Medicare Parts A and B in order to be eligible to enroll in the group Medicare Plan.

**Q: Will I have to re-enroll in the Plan next year?**

**A:** No, once you enroll, you remain in the plan until you elect or terminate coverage.

**Q: When will I receive my ID Cards?**

**A:** ID cards will be sent once we process your enrollment materials. Medical and Prescription Drug ID cards will arrive in two separate packages.

**Q: How are my medical claims paid?**

**A:** As long as your physician accepts Medicare you will not have to send in any claim forms. Present your ID card along with your Medicare card to your doctor. Medicare pays the provider of the Medicare portion of your claim and forwards the balance due to the claims administration department. Remaining amounts will be billed to you.

**Q: Do I still need my Medicare ID Card?**

**A:** Yes. You will continue to use your Medicare ID card with this plan in conjunction with your Plan ID card.

2020 JAN 21 PM 6:38

**Q: Do my prescription drug co-payments count toward my medical plan deductible?**

**A:** No. Any co-payments you make for prescription drugs do not count toward deductibles or out of pocket maximum amounts for your medical plan.

**Q: How do I get my prescriptions filled?**

**A:** Simply present your ID card and prescription to a participating pharmacy in the plan network. You will also receive information about mail order prescriptions when you enroll. You can find more information about your prescription coverage by visiting [www.retireerxcare.amwins.com](http://www.retireerxcare.amwins.com) or by calling AmWINS Group Benefits at 1-888-883-3757.

**Q: Where can I get information on using Mail Order Services?**

**A:** Once you enroll in the plan, you will receive a fulfillment kit in the mail which will include mail order information from Walgreens, the Mail Service Pharmacy for Retiree RxCare. Please be aware that you will need to obtain new prescriptions from your Doctor before ordering prescriptions from this new mail order program. The necessary forms and instructions on how to order prescriptions through the mail order service will be included in your fulfillment packet. Please expect your package and materials to arrive shortly before your plan effective date.

## ANSWERS to YOUR QUESTIONS

**Q: How can I find out if my drugs are covered on the new plan?**

**A:** You will receive a copy of the formulary (List of Covered Drugs) in your fulfillment packet once you enroll. Some covered drugs may have additional requirements or limits on coverage. You can find out if your drug has any additional requirements or limits by reviewing the formulary. If your drug is not included on the formulary, you should first contact us and ask if your drug is covered. Please contact AmWINS Group Benefits Customer Care toll-free at 1-888-883-3757 for more information about your prescriptions.

**Q: How can I lower my drug expenses?**

**A:** Generic medications often cost less than brand-name counterparts. Talk to your doctor to determine if a generic is available. You may also have the option of mail order, where you can receive up to a 90-day supply for one mail order co-payment.

2020 JAN 21 PM 6:36

**Q: What services are not covered?**

**A:** Services not covered by Medicare are not covered by this plan. Please contact us for the Medicare exclusion list. You may also call 1-800-MEDICARE or visit [www.medicare.gov](http://www.medicare.gov).



2020 JAN 21 PM 6:38

**Disclaimer: The benefit information contained in this brochure is subject to change at any time, and the Company reserves the unlimited right to make benefit plan changes at any time. Any changes to the benefit plans implemented by the Company will be considered effective, regardless of whether notice has been given, on the date set by the Company. If you are ever in doubt about your retiree medical benefits, please contact AmWINS Group Benefits at 1-888-883-3757.**



**APPENDIX D**  
**Statutory Paid Sick Leave and Family Medical Leave**

2020 JAN 21 PM 6:37

## Summary of Benefits: Statutory Paid Sick Leave

Employees, including part-time employees, who qualify as 'service workers' under the Connecticut Paid Sick Leave Law ("CPSLL"), are eligible for statutory paid sick leave benefits. Statutory paid sick leave benefits are provided subject to the CPSLL, as amended from time to time.

### (a) Eligibility

Employees, including part-time employees, who qualify as 'service workers' under the Connecticut Paid Sick Leave Law ("CPSLL"), and who are not otherwise eligible for Sick Days are eligible for statutory paid sick leave for permitted purposes. Employees are informed of 'service worker' status upon hire or placement in a qualifying position.

Statutory paid sick leave benefits and requirements are set forth below. Additional information is available from the Library Director and at <https://www.ctdol.state.ct.us/wgwkstnd/SickLeaveLaw.htm> (e.g., eligibility).

### (b) Accrual

2020 JAN 21 PM 6:38

Eligible employees begin to accrue statutory paid sick leave as of their start date in a 'service worker' position.

Statutory paid sick leave accrues on an employment year basis (anniversary date of hire in a service worker position). Eligible employees accrue paid sick leave at a rate of one (1) hour per every forty (40) hours worked, to a maximum of forty (40) hours of paid sick leave per employment year.

### (c) Use and Scheduling of Statutory Paid Sick Leave

In order to use accrued statutory paid sick leave, an eligible employee must have completed at least 680 hours of employment with the City and must have worked an average of ten (10) hours per week in the most recent complete employment year quarter. Statutory paid sick leave may be taken in increments of one (1) hour or more.

Statutory paid sick leave may be used only for permitted purposes, as follows:

1. Statutory Service Worker. An eligible employee may use statutory paid sick leave for:
  - a. The employee's illness, injury or health condition;
  - b. The medical diagnosis, care or treatment of the employee's mental illness or physical illness, injury or health condition;

- c. Preventative medical care for the employee.
2. Child or Spouse of Statutory Service Worker. An eligible employee may use statutory paid sick leave for:
- a. The illness, injury or health condition of the employee's child or spouse;
  - b. The medical diagnosis, care or treatment of the mental illness or physical illness, injury or health condition of the employee's child or spouse;
  - c. Preventative medical care for the employee's child or spouse.
3. Victim of Family Violence or Sexual Assault. An eligible employee who is a victim of family violence or sexual assault may use statutory paid sick leave for:
- a. Medical care or psychological or other counseling for physical or psychological injury or disability;
  - b. To obtain services from a victim services organization;
  - c. To relocate due to such family violence or sexual assault; or
  - d. To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

2020 JAN 21 PM 6:37

Use of statutory paid sick leave requires approval of the Library Director. Requests for statutory paid sick leave should be submitted to the Library Director at least seven (7) days in advance of the requested paid sick leave period. In emergency circumstances (e.g., unexpected absence due to illness or other qualifying reason) or when the need for statutory paid sick leave is not reasonably foreseeable, requests should be submitted as soon as practicable under the circumstances. Employees must promptly notify the Library Director when absent from work unexpectedly.

(d) Certification

When statutory paid sick leave is taken on three (3) or more consecutive work days, the City may require an employee to provide reasonable documentation (e.g., medical certification, other appropriate documentation) that such leave is for a permitted purpose, as set forth in this policy.

(e) Pay Rate for Statutory Paid Sick Leave

Statutory paid sick leave is calculated based on the employee's regular rate of pay.

(f) Accumulation and Carry-Over of Statutory Paid Sick Leave

Eligible employees may carry over up to 40 hours of unused accrued statutory paid sick leave from the current employment year (calculated based on anniversary date of hire in a service worker position) to the next employment year. However, no employee may use more than 40 hours of statutory paid sick leave in any employment year.

(g) Payout

Except as provided in this Section 14.02, an eligible employee shall receive payment of fifty percent (50%) of the employee's accrued, unused statutory paid sick leave, if any, upon death, retirement, resignation and/or termination of employment. For example, if an eligible employee has a balance of ten (10) accrued, unused hours of statutory paid sick leave, the employee shall receive payment for five (5) hours of statutory paid sick leave.

An employee whose employment is terminated for just cause shall not be eligible for payment of any accrued, unused statutory paid sick leave upon termination of employment.

2020 JAN 21 PM 6:37

An employee who resigns and/or retires from employment and fails to give advance notice of at least ten (10) working days shall not be eligible for payment of any accrued, unused statutory paid sick leave upon resignation or retirement.

## **Summary of Benefits: Family Medical Leave**

Eligible employees, including part-time employees, may request unpaid family/medical leave for reasons qualifying under the federal Family and Medical Leave Act ("FMLA"). FMLA Leave is provided subject to the FMLA, as amended from time to time.

### (a) Eligibility

To be eligible for FMLA leave, an employee must (i) Have worked for the City for at least 12 months; (ii) Have at least 1,250 hours of service with the City in the 12-month period immediately preceding the start of the requested leave; and (iii) Work at a City facility that employs at least fifty (50) employees at that facility or within 75 miles of that facility;

### (b) Leave Entitlement

Eligible employees are entitled to FMLA leave as follows:

- Up to 12 workweeks of unpaid leave in a 12-month period for reason(s) qualifying under FMLA; or
- Up to 26 workweeks of unpaid leave in a 12-month period to care for a covered service member as provided under FMLA (Military Caregiver Leave)

2020 JAN 21 PM 6:37

### (c) Qualifying Reasons

FMLA leave is available only for qualifying reasons (as defined by the FMLA), as follows:

- Birth of employee's child and to care for the newborn child;
- Placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- To care for the employee's spouse, child or parent who has a serious health condition;
- The employee's own serious health condition;
- A qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on 'covered active duty;'
- To care for a covered service member with a serious illness or injury if the eligible employee is the service member's spouse, child, parent or next of kin (Military Caregiver Leave).

(d) Requests for Leave

Use of FMLA leave requires approval of the Library Director. When the need for FMLA is foreseeable, should be submitted to the Library Director at least thirty (30) days in advance of the requested FMLA leave period. In emergency circumstances (e.g., unexpected absence due to illness, injury or other qualifying reason) or when the need for statutory paid sick leave is not reasonably foreseeable, requests should be submitted as soon as practicable under the circumstances. Employees must comply with the City's normal call-in or notification procedures for unexpected absences from work.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt City operations.

In requesting leave, an employee must provide the anticipated timing and duration of the leave and must provide sufficient information for the City to determine whether the requested leave may qualify as FMLA leave. An employee also must inform the City if the requested leave is for a reason for which FMLA leave previously was taken or certified.

The City may require employees to provide medical certification(s), periodic status reports and/or periodic recertification(s) in support of the need for leave. The City also may require employees who take leave for their own serious health condition to provide a 'fitness-for-duty' certification before returning to work from FMLA leave.

An employee may be required to use any accrued paid leave (e.g., Sick Days, vacation, statutory paid sick leave) concurrently with FMLA leave.

Paid leave (e.g., Sick Days, vacation, statutory paid sick leave) does not accrue during any period of FMLA which is unpaid.

2020 JAN 21 PM 6:37

(e) Health Insurance / Benefits

An employee's existing group health insurance coverage will continue during FMLA leave on the same terms and conditions applicable to the employee when working.

Employees on FMLA leave remain responsible for payment of their regular employee share of the premium(s) for group health insurance coverage. Failure to make required premium payments may result in loss of coverage.

**APPENDIX E**  
**Side Letter Agreements**

2020 JAN 21 PM 6:37

2020 JAN 21 PM 6:37



**SIDE LETTER AGREEMENT**  
**BETWEEN**  
**THE CITY OF DERBY**  
**-and-**  
**LOCAL 1303-420 OF COUNCIL 4**  
**AFSCME, AFL-CIO**  
**(Library)**

**RE: SALARY REOPENER FOR 2017-2018 AND 2018-2019**

This Side Letter Agreement is entered into by and between the City of Derby ("City") and Local 1303-420 of Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO ("Union").

**WHEREAS**, the City and the Union have entered into a collective bargaining agreement for the period from July 1, 2016 through June 30, 2019 (the "Agreement"); and

**WHEREAS**, pursuant to Article 20, Section 20.01 of the Agreement, the City and the Union agreed to reopen the Agreement for the sole purpose of negotiating wages for fiscal years 2017-2018 and 2018-2019; and

**WHEREAS**, the City and the Union have engaged in negotiations pursuant to Article 20, Section 20.01 of the Agreement and have agreed to amend Article 20, Section 20.01 and Appendix A of the Agreement as set forth in this Side Letter Agreement,

**NOW THEREFORE**, the City and the Union agree as follows:

2020 JAN 21 PM 6:37

1. Section 20.01 of Article 20 of the Agreement is hereby amended as follows:

**Article 20 Wages**

**Section 20.01 - wages**

The wage and salary payments shall be in accordance with **Appendix A** attached which shall reflect the following general wage increases:

- A. Effective and retroactive to July 1, 2016, there shall be an annual general wage increase of two (2.0) per cent (%) applied to the wage schedule in effect.
- B. Effective and retroactive to July 1, 2017, there shall be an annual general wage increase of zero percent (0%).
- C. Effective July 1, 2018, there shall be an annual general wage increase of three and one-half percent (3.5%).

2. Appendix A of the Agreement is hereby amended as follows:

**APPENDIX A  
WAGE SCHEDULE**

APPENDIX A				
DERBY PUBLIC LIBRARY SALARY SCHEDULE				
Wages				
Position	Current Wages 6/30/16	7/1/16 Wages	7/1/17 Wages	7/1/18 Wages
		2.00% Increase	0.00% Increase	3.5% Increase
<b>LIBRARIAN (part time)</b>				
<b>CLASSIFICATION A</b>	\$ 10.58	\$ 10.79	\$ 10.79	\$ 11.17
Library Assistant				
<b>CLASSIFICATION B</b>	\$ 15.29	\$ 15.60	\$ 15.60	\$ 16.15
Cataloguer				
Local Historian				
Publicity Coordinator				
<b>CLASSIFICATION C</b>	\$ 17.64	\$ 17.99	\$ 17.99	\$ 18.62
Tech/Reference Librarian				
Young Adult/Reference				
<b>LIBRARIAN II (full time)</b>				
<b>CLASSIFICATION A</b>	\$35,295-\$41,178	\$36,001-\$42,002	\$36,001-\$42,002	\$37,261-\$43,472
Head of Adult Circulation				
<b>CLASSIFICATION B</b>	\$44,707-52,943	\$45,601-\$54,002	\$45,601-54,002	\$47,197-\$55,892
Children's Librarian				

3. Notwithstanding anything to the contrary with respect to any past practice of the parties or otherwise, commencing on July 1, 2018, the rates of pay all members of the Union other than Ann Mirasola shall be the rates of pay forth in the Agreement (as amended by this Side Letter Agreement). The City and the Union waive any and all claims with respect to any alleged overpayments received by members of the Union prior to the date of this Side Letter Agreement.

4. Notwithstanding anything to the contrary contained in the Agreement as in effect prior to this Side Letter Agreement or as amended by this Side Letter Agreement, and notwithstanding anything to the contrary with respect to any past practice of the parties, as of the date of this Side Letter Agreement the rate of pay solely for Union member Ann Mirasola in the position of Librarian I – Classification B (Cataloguer) shall be the hourly rate of \$18.07 (the "Mirasola Rate"), and such Mirasola Rate shall not apply to any other member of the Union and shall not change the agreed rate of pay for any Union position. While Ann Mirasola holds the position of Librarian I – Classification B (Cataloguer), she shall be entitled to receive the Mirasola Rate together with any percentage pay increases that are provided to union members generally.
5. The City and the Union agree that nothing in this Side Letter of Agreement shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.
6. Except as expressly provided herein, this Side Letter Agreement does not modify any terms or provisions of the Agreement between the City and the Union.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto:

**CITY OF DERBY**

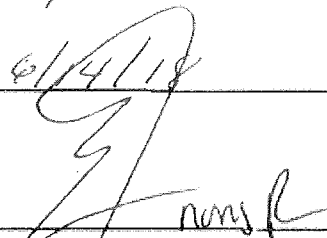
**LOCAL 1303-420 OF COUNCIL 4,  
AFSCME, AFL-CIO**

By: 

By: 

Date: 6/22/18

Date: 6/14/18

  
6-14-18

2020 JAN 21 PM 6:37

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