

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF DERBY

-and-

**LOCAL 1303-006 OF COUNCIL #4 AFSCME, AFL-CIO
(Department of Public Works and Water Pollution Control Authority
Employees)**

Effective July 1, 2017 through June 30, 2021

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This Agreement is entered into by and between the City of Derby, hereinafter referred to as the "City," and Local 1303-006 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

The welfare of the *City of Derby* and its employees is dependent upon the service the *City* renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between *City* management and the organization of its employees. An obligation rests upon the management upon the *Union*, and upon each employee to render honest, efficient, and economic service. The spirit of cooperation between the management and the *Union* and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

ARTICLE I **RECOGNITION**

Section 1.0

The City hereby recognizes the Union as the sole and exclusive bargaining representative of the following bargaining unit: all employees of the Department of Public Works (DPW) and all employees of the Water Pollution Control Authority (WPCA), excluding all Supervisors and all temporary and seasonal employees, for purposes of wages, hours and other terms and conditions of employment.

ARTICLE II **DUES CHECKOFF**

Section 2.0 – Dues Deduction

The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card, such sums certified by the Secretary or other authorized official of the Union, as membership dues and/or fees uniformly required by the Union of its members ("Union Dues"). Union Dues Deductions will be made from the payroll period periodically as specified and total dues shall be delivered to the Treasurer of the Union. Union Dues Deductions shall be made the first week of each month except where the employee is not on the payroll for that week.

The Union agrees to indemnify and save harmless the City for any sums which the City incurs, i.e., but not limited to legal fees, etc., as the result of a claim that the sums of money herein referred to as Union Dues have been illegally deducted, or for any liabilities which may arise from the City's having complied with or enforcing this provision.

ARTICLE III
SENIORITY

Section 3.0 – Seniority

- a. Seniority is defined as the length of an employee's continuous service with the City.
- b. Seniority shall be broken when an employee:
 - Quits employment;
 - Is discharged from employment;
 - Fails to return from work from a leave of absence;
 - Fails to return to work within any time period established pursuant to a layoff/recall notice;
 - Is on layoff status for two (2) years.
- c. The City shall prepare a list of all permanent employees in the bargaining unit ("Seniority List") showing each employee's name, department (DPW or WPCA), position/classification, current rate of pay and date of seniority. The City shall deliver the Seniority List to the Union at the signing of this Agreement and as reasonably requested thereafter.

ARTICLE IV
DISCIPLINARY ACTION

Section 4.0 – Just Cause

- a. No permanent employee shall be discharged or otherwise disciplined without just cause.
- b. During the probationary period of employment, new employees are subject to discipline up to and including termination of their employment by the Town at-will, with or without cause. Disciplinary action against a new employee during the probationary period is not subject to the grievance procedure.

Section 4.1 – Progressive Discipline

- a. Disciplinary action shall include the following:
 - Verbal warning
 - Written warning
 - Suspension
 - Discharge

- b. Copies of any written warnings will be given to the affected employee and to the Union President / Union Steward.
- c. Disciplinary actions normally shall follow the order set forth in Section 4.1(a) but need not do so. The City may skip or combine disciplinary steps, subject to the conduct at issue. For example, a single incident of misconduct, if sufficiently severe, may result in immediate suspension and/or discharge.

Section 4.2 – Clearing of Service Record

- a. In the event an employee receives a verbal warning and then receives no additional warnings within one year, the warning shall expire and shall be considered “cleared” from the employee’s service record. An expired verbal warning shall not be used for future purposes of progressive discipline should discipline become necessary.
- b. If discipline is imposed before a verbal warning expires, the verbal warning shall remain in effect and shall not be cleared from the employee’s service record.

ARTICLE V HOURS OF WORK / OVERTIME

Section 5.0 – Hours of Work and Lunch Period

- a. Regular hours of employment of all non-office employees shall be forty (40) hours a week divided equally over five (5) consecutive days of eight (8) hours each Monday through Friday. Employees working at the Water Pollution Control Plant shall be able to leave the Plant and go to the nearest restaurant until proper eating facilities are established at the Plant. Employees shall be entitled to an A.M. coffee break of twenty (20) minutes.
- b. From March 1 through October 31, regular work hours shall be from 6:00 a.m. to 2:00 p.m., inclusive of a paid thirty (30) minute lunch period.
- c. From November 1 through February 28/29, regular work hours shall be from 6:30 a.m. to 2:30 p.m., inclusive of a paid thirty (30) minute lunch period.

Section 5.1 – WPCP

Upon one (1) weeks’ notice, up to two of the lowest senior employees in the Water Pollution Control Plant, shall be assigned to a later work shift, starting no later than three (3) hours past the regular starting time of the Water Pollution Control Plant. If they are required to start later,

they shall be paid the shift differential for all hours worked. This change of shift shall apply Monday through Friday only.

Section 5.2 – OT

An employee required to work in excess of eight (8) hours in any work day, or forty (40) hours in any work week, shall be compensated at one and one-half (1-1/2) times his full regular hourly rate. An employee required to work on Sunday shall be paid at two (2) times his regular hourly rate. Any work an employee is required to perform on a paid holiday shall be paid at two (2) times his regular hourly rate plus his regular holiday pay. All overtime shall be authorized by the Department Head(s) or their delegate(s).

Section 5.3 – Call Back

Any employee called back to work after completing his workday and leaving the job, shall be granted a minimum of four (4) hours work at the rates specified in this contract.

Section 5.4 – OT Assignment

An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.

Section 5.5 – OT Distribution

All overtime work shall be distributed equally among eligible employees as far as practicable within classification. A list of specified employees shall be established weekly for possible overtime assignments. An employee summoned for overtime who refuses to come in shall be dropped to the bottom of the call-in overtime list. An employee called in on emergency overtime and reporting before his normal position on the overtime list shall not lose his regular position on the list.

Any employee who refused to work when called upon during an emergency is subject to disciplinary action, unless excused by the Department Head(s) or their delegates.

Section 5.6 – Out of Class Pay

When an employee is required to work in a classification higher than his regular classification, he shall be compensated at the rate of pay for the higher classification. If an employee has to work in a classification lower than his regular classification, in lieu of layoff he shall be compensated at the rate of pay for the lower classification on a permanent transfer basis.

Section 5.7 – Wash Up Time

Employees shall be allowed five-(5) minute's wash-up time before their noon break and five-(5) minutes wash-up time before quitting time. Extenuating circumstances will provide extra time for wash-up.

Section 5.8 – Continuous Work Time

After sixteen (16) hours of continuous work, employees will be allowed a two (2) hour paid rest period.

Section 5.9 – Assignment (DPW)

The Director of Public Works or his designated representative shall be responsible for assignment of work to employees in their section at all times by seniority.

Section 5.10 – Assignment (WPCA)

The Superintendent of the WPCA or his designated representative shall be responsible for assignment of work to employees in their section at all times by seniority.

**ARTICLE VI
WAGES / LONGEVITY / CLOTHING ALLOWANCE**

Section 6.0 – Wages

- a. The classification and rates of pay for each bargaining unit position are set forth in Appendix A to this Agreement. Starting rates for bargaining unit classifications and positions are as set forth in this Article VI.
- b. During the term of this Agreement, annual general wage increases shall be as follows:
 - Effective and retroactive to July 1, 2017: 0%
 - Effective and retroactive to July 1, 2018: 2.5%
 - Effective July 1, 2019: 2.5%
 - Effective July 1, 2020: 2.5%
- c. DPW Starting Rates: Starting rates for all new DPW employees shall be as follows:

1. All Classifications.
 - (a) Starting Rate. The starting rate for all new employees shall be two dollars (\$2.00) below the position rate.
 - (b) 12-Months. Effective as of the first regular payroll date after the employee completes twelve (12) months of service, the employee shall be paid at a rate of one dollar (\$1.00) below the position rate.
 - (c) 18-Months. Effective as of the first regular payroll date after the employee completes eighteen (18) months of service, the employee shall be paid the position rate.
- d. WPCA Starting Rates: Starting rates for all new WPCA employees shall be as follows:
 1. Non-Certified Operator in Training.
 - (a) Starting Rate. The starting rate for all new employees in the Non-Certified Operator in Training classification is as set forth in Appendix A.
 - (b) 6-Months. After six (6) months of service, the employee shall be paid the 6-month rate set forth in Appendix A.
 - (c) 12-Months. After twelve (12) months of service, the employee shall be paid the 12-month rate set forth in Appendix A, pending certification as an approved Operator.
 - (d) Grade 1. A Non-Certified Operator in Training shall be paid the position rate for the Grade 1 CT DEEP Certified Class 1 Operator classification effective as of the first regular payroll date after the City receives official notification from the State of Connecticut that the employee has successfully completed the requirements to be certified as an approved Operator.
 2. All Other Classifications.
 - (a) Starting Rate. During the probationary period, the starting rate for all new employees starting in Classifications Grade 1 or higher shall be one dollar (\$1.00) below the position rate.

- (b) Permanent Employees. Effective as of the first payroll date after the probationary period expires, an employee shall be paid at the position rate.
- e. A WPCA Operator who performs "Lab" work shall be paid an enhanced hourly rate of the Operator's base position rate plus \$0.68 per hour (e.g., \$31.69 + \$0.68) for all hours worked performing "Lab" work. An Operator shall not perform "Lab" work except with authorization of the Department Head.

Section 6.1 – Longevity

- a. Employees Hired On or Before May 31, 1999. Employees hired on or before May 31, 1999 shall receive longevity pay, which shall be included in their wage rate on the basis of the following schedule:

YEARS OF SERVICE LONGEVITY %

10	2.0%
15	2.5%
20	3.0%

Upon reaching the tenth year anniversary date (ten years from the date of hire) the 2.0% longevity benefit is added to the wage rate. Upon reaching the fifteenth year anniversary date (fifteen years from the date of hire) the 2.5% longevity benefit is added to the wage rate. Upon reaching the twentieth year anniversary date (twenty years from the date of hire) the 3.0% longevity benefit is added to the wage rate. Effective July 1, 1998 and thereafter the maximum amount of the longevity benefit shall be frozen at the wage rates in effect on June 30, 1998, as reflected in the attached Appendix C.

- b. Employees Hired Between June 1, 1999 and June 30, 2018. Employees hired between June 1, 1999 and June 30, 2018 shall be only eligible for longevity pay after they have worked for the city for ten years after which they will receive annual payments (less applicable deductions) in the following amounts:
 - Upon reaching their tenth (10th) year anniversary date, a lump sum payment of \$600.00;
 - Upon reaching their fifteenth (15th) year anniversary date, a lump sum payment of \$700.00;
 - Upon reaching their twentieth (20th) year anniversary date, a lump sum payment of \$800.00.

These annual payments shall be made during the first full week of December and shall not be included in an employee's paycheck but shall be paid by separate check.

- c. Employees hired on or after July 1, 2018. Employees hired on or after July 1, 2018 shall not be eligible for longevity pay.

Section 6.2 – Clothing Allowance

All employees shall receive an annual clothing allowance of \$300.00 payable the first pay period in December. The annual clothing allowance shall not be included in an employee's paycheck and shall be paid by separate check.

Section 6.3 – Pay-Out

There is no payment for unused accrued paid time off including, e.g., vacation, sick days, personal days, upon separation from employment except as follows:

- Upon retirement from City employment, an employee shall be eligible for payment of up to ninety (90) days of the employee's unused accrued paid time off, if any.
- Should an employee die during City employment, the employee's estate shall be eligible for payment of up to ninety (90) days of the employee's unused accrued paid time off, if any.

ARTICLE VII MEDICAL / LIFE INSURANCE

Section 7.0 – Substitution and Notification

The City may change any Health Plan so long as the benefits provided under the new Health Plan are substantially equivalent to the benefits provided under the existing Health Plan.

The City shall give the Union at least thirty (30) days written notice ("Notice") of its intent to change Health Plans. The Union has the right to challenge whether the benefits of the Health Plan are substantially equivalent by filing a written grievance ("Insurance Plan Grievance") with the Mayor within fifteen (15) days of the date of the Notice (the "Notice Period").

If the Union timely files an Insurance Plan Grievance with the Mayor, the Mayor shall call a meeting of the City and the Union to discuss the dispute ("Insurance Plan Grievance Meeting"). The Insurance Plan Grievance Meeting shall commence within five (5) business days of the date the Union files the Insurance Plan Grievance.

If the Insurance Plan Grievance Meeting does not resolve the dispute, the Union may submit the Insurance Plan Grievance to the State Board of Mediation and Arbitration (SBMA) within ten (10) days of the Insurance Plan Grievance Meeting, for arbitration in accordance with SBMA rules.

If the Union does not timely file an Insurance Plan Grievance or does not timely submit an Insurance Plan Grievance for arbitration as provided in this Section, the Union shall be deemed to have waived any and all rights to object to the change in Health Plans.

Nothing in this Section shall prevent the parties from agreeing to mediate any Insurance Plan Grievance through the SBMA in accordance with SBMA rules.

The parties may extend the timeframes specified in this Section by mutual agreement.

Section 7.1 – Health Plan

The City provides medical insurance benefits (health, dental, vision, prescription) to employees and their eligible dependents as set forth below. Medical insurance benefits are provided under the plan(s) summarized in Appendix B 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 and retroactive to July 1, 2017:	13%
Effective and retroactive to July 1, 2018:	13.5%
Effective July 1, 2019:	14%
Effective July 1, 2020:	14%

Premium Contributions shall be paid by weekly payroll deduction on a pre-tax basis.

- c. City's Contributions to HDHP-HSA Plan Deductible. The current Health Plan includes a High Deductible Health Plan with Health Savings Account ("HDHP-HSA Plan"). For employees participating in the HDHP-HSA Plan, the City will fund the following percentages of the applicable deductible amount:

	Employees Hired On or Before 1/2/18	Employees Hired On or After 1/3/18
2017-2018	100%	100%
2018-2019	100%	100%
2019-2020	100%	75%
2020-2021	100%	50%

The City's deposit toward the funding of the HDHP-HSA Plan deductible will 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

Section 7.2 – Survivor Coverage

As used in this Section, the term "Participating Employee" means an employee who is participating in the City's Health Plan and the term "Surviving Dependent" means an employee's spouse and/or other eligible dependents who are participating in the City's Health Plan through the employee at the time of the employee's death.

If a Participating Employee dies and has at least five (5) years of continuous service with the City at the time of death, the Participating Employee's Surviving Dependents shall be eligible for benefits under this Section.

An eligible Surviving Dependent who (i) timely elects continuation health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or (ii) timely enrolls in a Health Insurance Marketplace plan under the Affordable Care Act (ACA), shall, upon proof of such continuation coverage and/or enrollment, be eligible for a monthly stipend toward the cost of such coverage for a period of six (6) months or until the Surviving Dependent becomes eligible for coverage under another employer's group health insurance plan, whichever is earlier.

The amount of the monthly stipend payment shall be the cost of the monthly premium due for the Surviving Dependent's COBRA or ACA coverage, whichever is applicable.

Section 7.3 – Life Insurance

City shall provide and pay Life Insurance Policy per employee at a rate of each employee's annual base salary, with double indemnity for accidental death. Subject to the availability of a carrier and its requirements, employee has option to be covered by whole life insurance provided that the difference in premium is paid by the employee.

ARTICLE VIII RETIREE MEDICAL BENEFITS AND RETIREMENT PLANS

Section 8.0 - Retiree Medical Benefits

Eligible employees are entitled to retiree medical benefits as provided in this Article VIII.

- a. **Eligibility.** To be eligible for retiree medical benefits under this Article VIII, a retiring employee (i) must be age 55 or older as of the employee's retirement date; (ii) must be a participant in either the City of Derby Pension Plan ("Pension Plan") or in a defined contribution plan administered by the City, and (iii) must have completed at least ten (10) years of employment with the City as of the employee's retirement date.
- b. **Retirement Under Age 65.** The City shall provide at its expense, for all eligible City of Derby retirees under age 65 and their dependents under age 65, the benefits provided for in Article VII, Section 7.1 ("Early Retirement Medical Benefits").
- c. **Pension Plan Retirees (hired on or before January 2, 2018)**

Retirees who were hired on or before January 2, 2018 and who participate in the City of Derby Pension Plan are "Pension Plan Retirees."

Upon a Pension Plan Retiree reaching age sixty-five (65), the City shall provide and pay from its general fund at its expense, the following retiree medical

benefits for the Pension Plan Retiree and his or her spouse ("Retiree Medical Benefits"):

The City shall pay for Blue Cross 65 Plus and the same dental coverage provided to active bargaining unit employees and their spouses. The City retains the right to substitute the above- note medical coverage's with Blue Cross Retiree Plan H. However the city shall reimburse any costs incurred by the Pension Plan Retiree or his /her spouse for the difference in any of the benefits provided by Plan H versus the above-noted retiree medical coverage's. All such costs shall be reimbursed by the city to the retiree within thirty (30) days of receipt of the appropriate paper work from the retiree.

If the Pension Plan Retiree's spouse is younger than the Pension Plan Retiree, the spouse shall be provided with medical benefits provided for in Article V11, Section 7.1. At the time the spouse reaches age sixty-five (65), he/she shall receive the same benefits as the Pension Plan Retiree.

Only Pension Plan Retirees are eligible for the Retiree Medical Benefits set forth in this Section 8.0(c).

Section 8.1

Eligible retirees shall be granted the option of receiving an "annual buy out" each July 1st in lieu of City of Derby Health Plan coverage in the following amounts:

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

To be eligible for an annual buyout, the retiree cannot be participating (i) in the City of Derby Health Plan, (ii) in retiree medical insurance (Blue Cross Plus / retiree dental benefits) provided under this Agreement and/or (iii) in any medical insurance plan offered by the City of Derby Board of Education.

Section 8.2 – Retirement Plans

a. City of Derby Pension Plan

As used in this Agreement, "City of Derby Pension Plan" means the Pension Plan for Employees of the City of Derby dated June 1, 1996, as amended by the Memorandum of Agreement between the City and the Union of April 2001. The City of Derby Pension Plan supersedes the 1996 Pension Agreement between the City and the Union.

The City of Derby Pension Plan is incorporated herein by reference and, except as provided in this Agreement, its terms and conditions shall continue and shall not be subject to negotiations for the duration of this Agreement.

Employees hired on or before January 2, 2018 shall be eligible to participate in the City of Derby Pension Plan. Participation is subject to the terms and conditions of the City of Derby Pension Plan.

Employees hired on or after January 3, 2018 shall not be eligible to participate in the City of Derby Pension Plan.

b. **Defined Contribution Plan**

Full-time employees hired on or after January 3, 2018 shall be eligible to enroll in a defined contribution plan to be administered by the City into which the City shall contribute annually two percent (2%) of the employee's base wages.

**ARTICLE IX
HOLIDAYS**

Section 9.0 - Holidays

a. All employees shall have the following days off as paid holidays ("Holidays"):

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	1/2 Day before New Year's

b. In addition to the above-mentioned Holidays, permanent employees shall be entitled each year to two (2) paid floating holidays ("Floating Holidays"). Floating Holidays may be taken in increments of half-hours or hours.

Section 9.1 – Weekend Application

a. If a Holiday falls on a Sunday, it shall be observed on the following Monday. If a Holiday falls on a Saturday, the Holiday shall be observed on the preceding Friday.

Section 9.2

a. Holidays are paid at an employee's regular position rate based on an employee's regular work day.

- b. An employee who is required to work on a Holiday that is observed on a weekday shall be paid double time (2x position rate) on that day.

ARTICLE X VACATIONS

Section 10.0 – Vacation

Employees who have completed one (1) year of service by July 1 shall be entitled to a vacation with pay of two (2) weeks annually. An employee who has completed six (6) months of service by July 1, one (1) week.

Section 10.1 - Vacation Usage

Annual vacation benefits provided to employees shall be taken between January 1 and December 30 of each calendar year.

Employees hired on or before January 2, 2018 shall be entitled to the following vacation benefits:

- o Upon completion of five (5) years of service, an employee shall receive three (3) weeks of vacation with pay.
- o Upon completion of ten (10) years of service, an employee shall receive four (4) weeks of vacation with pay.
- o Upon completion of twenty (20) years of service, an employee shall receive five (5) weeks of vacation with pay.

Employees hired on or after January 3, 2018 shall be entitled to the following vacation benefits:

- o Upon completion of five (5) years of service, an employee shall receive three (3) weeks of vacation with pay.
- o Upon completion of twelve (12) years of service, an employee shall receive four (4) weeks of vacation with pay.

An employee who completes his year of service in a given contract year to advance to the next vacation level shall be entitled to the appropriate vacation allotment as of July 1.

Section 10.2 – Vacation Call Back Application

Employees shall not be called back to work while on vacation. An employee's vacation shall be deemed to begin at the end of the last scheduled workday before the vacation, and end on the first scheduled workday after the vacation period.

Section 10.3 -Vacation scheduling

- a. Employees in Public Works shall be granted their vacations by seniority preference, provided normal departmental operations will not be disturbed. No more than three (3) employees shall be granted vacation during the same time period. Employees of the Water Pollution Plant shall be granted their vacations by seniority preference, provided normal departmental operations will not be disturbed. No more than n three (3) employees shall be granted vacation during the same time period.
- b. Employees scheduling vacations of five (5) or more consecutive workdays between January 1 and December 30 shall submit a written request as established by the current department procedures to the Director of Public Works or the Superintendent of the WPCA prior to the proceeding April 1. Employees scheduling vacations between January 1 and June 30 may submit a written request prior to December 1, but preference will be given to those employees who were scheduled for vacation on April 1 regardless of seniority.
- c. Employees requesting vacations of up to four (4) consecutive workdays shall provide at least twenty-four (24) hours advance notice to the designated points of contact for the Public Works or the WPCA, whose approval shall not be unreasonably withheld,

Section 10.4 -Vacation Shutdown

There will be no mass shut down for vacation.

Section 10.5 – Pay Out Upon Termination

Vacation pay, pro-rated on the employee's service with the City shall be granted the employee in the event he leaves service with the City in good standing on or after April 1.

Section 10.6 – Utilization of Vacation

Vacation days may be taken in increments of half-days or full days.

ARTICLE XI
SICK/FUNERAL/PERSONAL/JURY LEAVE

Section 11.0 – Sick Leave

- a. Paid sick leave days accrue on a calendar year basis. Paid sick leave days accrue from an employee's date of hire, according to the following schedule:
 - 1. New employees accrue one (1) paid sick leave day per month to a maximum of ten (10) days per calendar year.
 - 2. Effective July 1, 2018, permanent employees accrue fifteen (15) paid sick leave days on January 1 of each calendar year.
- b. New employees may use any accrued unused paid sick leave days after one (1) month of service.
- c. Paid sick leave is paid at the regular pay rate for the employee's position. Paid sick leave days may be used in half-day or full-day increments, except that employees may use up to eight (8) hours of accrued paid sick leave in hourly increments each calendar year. Eligible employees also may use accrued paid sick leave in increments of one (1) hour or more when taking approved medical leave under the Family Medical Leave Act (FMLA).
- d. Unused paid sick leave days may be accumulated and carried over from year to year to a maximum of one hundred and five (105) days. Except as otherwise provided in this Agreement (e.g., Section 6.3) there is no payment in lieu of taking paid sick leave days and paid sick leave days are not paid out upon separation from employment whether voluntary or involuntary.
- e. Sick leave is not to be considered as extra vacation time. Supervisors to have the right to investigate if there is reason to believe that there is abuse. An appropriate medical certificate may be required (i) for any period of absence consisting of more than three (3) consecutive working days; (ii) in support of an employee's request for medical leave; and/or (iii) in connection with an investigation of abuse of sick leave.
- f. Paid sick, vacation, personal and floating holiday days accrue on a calendar-year basis.

Section 11.2 – Short-Term Disability Insurance

The City shall provide short-term disability insurance for employees regularly working twenty (20) or more hours per week. Covered employees shall be eligible for short-term disability

benefits in accordance with the terms and conditions of the short-term disability insurance plan ("Disability Plan"), to a maximum weekly benefit of one hundred fifty dollars (\$150.00). The City shall cover 100% of the cost of the premiums due for the Disability Plan. The City shall have the right to change Disability Plans and/or insurance carriers or providers at the City's sole discretion.

Section 11.3 – Personal Leave

Each permanent employee shall be entitled to four (4) paid personal days per calendar year. Personal days may be taken in increments of one-half (1/2) hour or more to conduct personal business.

Personal days expire in the year in which they accrue and do not carry over from year to year. There is no payment in lieu of taking personal days. Except as otherwise provided in this Agreement (e.g., Section 6.3), unused accrued personal days are not paid upon separation from employment, whether voluntary or involuntary.

Section 11.4 – Funeral Leave

An employee shall be entitled to take up to five (5) days of paid funeral leave for the death of an employee's parent, child or spouse.

An employee shall be entitled to take up to three (3) days of paid funeral leave for the death of an employee's brother/sister, parent-in-law, brother/sister-in-law or grandparent.

Extended unpaid funeral leave may be granted for special cases with approval of the Department Head.

The City may require appropriate documentation in support of a request for funeral leave.

Section 11.5 – Pallbearer Leave

Allowance for an employee to act as pallbearer without loss of pay shall be granted at the discretion of the Director.

Section 11.6 – Jury Duty

- a. All employees receive time off for jury duty. All employees receive time off with full pay for the first five (5) days of jury duty (per occasion). After five (5) days, 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 paid to jurors by the state.

- b. Employees on jury duty are expected to return to work if excused from jury duty for the day before 12:00 p.m. (noon).
- c. Employees who are summoned for jury duty must notify their Department Head promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to their Department Head 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 service on a weekly basis.

Section 11.7 –Leave of Absence

Unpaid leave of absence without benefits requested in writing to the Director by an employee or his qualified representative, shall be granted for a maximum period of one (1) month for legitimate purposes and shall be in writing by the Director to the employee with a copy to the Union Secretary. Leave for other employment shall not be grounds for leave of absence. An employee shall retain seniority status while on an authorized leave of absence but shall not accrue seniority during the leave. Provided an employee returns to work when scheduled after the leave, seniority and other benefits shall resume as of the date of return.

Failure to return to work as scheduled after the authorized leave of absence (or any extensions authorized by the City in writing) shall terminate an employee's seniority rights and is cause for discipline, up to and including termination of employment.

Section 11.8 FMLA

The City may require employees to take any accrued unused paid leave (e.g., sick days, vacation, personal days) concurrently with any leave granted under the Family Medical Leave Act (FMLA), except that an employee shall be entitled to reserve up to ten (10) days of accrued unused paid leave ("Leave Balance"). An employee may elect to use all or part of the employee's Leave Balance concurrently with any leave granted under the FMLA, but may not be required to do so.

ARTICLE XII WORKERS COMPENSATION

Section 12.0 – Supplement

If an injury for which compensation is provided under the provisions the Workers' Compensation Act, which results in total incapacity to work, the injured employee shall be paid a weekly compensation equal to one-hundred percent (100%) of his/her *average weekly wage* as of the date of the injury and adjusted accordingly if necessary, per contract year reduced by deduction

for federal and state taxes, deduction for the federal Insurance Contributions Act/Medicare, deduction for health care contribution, and any other deduction as required by law.

Section 12.1

Pursuant to Conn. Gen. Statute Section 31-310, the *average weekly wage* shall be ascertained by dividing the total wages received by the injured employee from the employer in whose service he/she is injured during the fifty-two (52) calendar weeks immediately preceding the week during which he/she was injured, by the number of calendar weeks during which, or any portion of which, the employee was actually employed by the employer, but, in making the computation, absence for seven consecutive calendar days, although not in the same calendar week, shall be considered as absence for a calendar week.

Section 12.2 – Maintenance of Position

Additionally, the City shall maintain a position for any employee receiving temporary disability payments and shall return said employee to his previous or comparable position at the conclusion of the period of temporary disability, providing the employee is medically capable of performing such work.

Section 12.3 – Benefit Coverage

All time spent by any employee who is on Workers' Compensation shall be included for all benefits under the collective bargaining agreement including seniority rights.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 13.0 – Intent and Application

- a. The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee within the bargaining unit, having a problem concerning the interpretation or application of any rule or regulation affecting wages, salary, hours of work, classification of position, promotion, dismissal, suspension, layoff, demotion, transfer, sickness, vacation or other leave, or other condition or employment shall seek adjustment in the Step order listed below.
- b. Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned.

Section 13.1

A grievance shall be in writing and shall contain all facts on which the employee relies for the grievance.

Section 13.2 – Step One: Department Head

A grievance shall be submitted to the employee's Department Head by the Union President and/or Union Steward ("Grievance Committee"), together with a written request for a Step One meeting. Within one (1) business day of receiving the grievance and meeting request, the Department Head shall call a meeting of all parties concerned and the Union's Grievance Committee and discuss the problem fully. The Department Head may render his decision either at the end of the meeting or within five (5) days after the meeting is concluded and shall provide notice of the Step One decision to the Union Grievance Committee.

Section 13.3 – Step Two: The Mayor

If the employee and his representative still feel further review is necessary, the Union will submit the grievance, together with a written request for a Step Two meeting, to the Mayor.

The Mayor shall, within ten (10) days of receiving the grievance and Step Two meeting request, call a meeting of all parties concerned and the Union's Grievance Committee and discuss the problem fully. The Mayor may render his decision in writing, either at the end of the meeting or within five (5) days after the meeting is concluded and shall provide notice of the Step Two decision to the Union Grievance Committee.

Section 13.4 – Step Three: Arbitration

In the event the employee and/or his representative feel that further review is justified, he shall file notice of appeal within twenty (20) days to submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XIV SAFETY AND HEALTH

Section 14.0 – Work Environment

The City agrees to provide a safe and healthy work environment. Employees are expected to comply with all reasonable safety rules and regulations as set by the Director of Public Works.

Section 14.1 – Unsafe Conditions

Should an employee complain that his work required him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the City and the Union . If the matter is not satisfactorily adjusted, the grievance may be processed according to the grievance procedure of this Agreement.

Section 14.2 – Uniforms

The City shall supply the following general clothing items to each employee every two- (2) years: one (1) reflective garment suitable for spring and/or fall use; and one reflective safety vest. The City shall supply the following clothing items every year: seven (7) summer tee shirts. Employees are required to wear this clothing, including any reflective garments while in traffic conditions, while on duty for the City. Any employee not wearing the appropriate garments will result in the loss of pay until such time when they return to work wearing the required clothing.

In addition, the City shall provide a single set of the following: raincoat, rain hat, boots, gloves, hardhat; and, upon return of same in damaged condition, will replace with new. However, employees are responsible for replacing any lost items and such replacements must be of like color and materials. It is the employee's responsibility to have these articles of clothing available at all times and to utilize them during appropriate weather conditions.

The City shall provide a uniform service for the cleaning of WPCA uniforms.

ARTICLE XV PRIOR PRACTICE

Section 15.0 – Past Practice

The City retains all rights it has prior to the signing of this Agreement except as such rights have been specifically relinquished or abridged in this Agreement.

Section 15.1 – Retention of Rights

The signing of this Agreement shall not abridge any employee rights or privileges to which he is entitled to by Ordinance, Charter, Board ruling or historical practices, unless such rights or privileges are specifically covered by one or more terms of this Agreement.

Section 15.2 – Rules and Regulation

The City shall continue to publish Departmental Policy Regulations which shall be posted above the time clock for violation of which members will be subject to disciplinary action.

**ARTICLE XVI
UNION ACTIVITIES**

Section 16.0 – Attendance

Union officers, not to exceed one (1), shall be allowed to attend the State Union Convention without loss of pay for the period required to attend the convention.

**ARTICLE XVII
NO STRIKE / LOCKOUT PROVISION**

Section 17.0 – Strike/Lockout

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the City's operation by employees or employee nor shall there be any lock out by the City in any part of the City's operation,

Section 17.1 – Recognition of Jurisdiction

The City shall not require the employees to cross any picket line established on or in front of any of the premises where bargaining unit employees work. The individual or concerted refusal to pass such picket line of other Unions shall not constitute grounds for discipline, discharge or layoff and is not to be considered as violating any provision, written or implied, which prohibits the Union from striking.

**ARTICLE XVIII
SUPERSENIORITY**

Section 18.0

The President and Chief Steward of the Union shall have super seniority in the event of a layoff in any department.

ARTICLE XIX
PROBATION

Section 19.0

- a. All new employees shall serve a probationary period of seventy-five (75) working days. The City and the Union may extend an employee's probationary period by mutual agreement.
- b. New employees are terminable at-will and do not have any seniority until they have successfully completed their probationary period. Upon successful completion of the probationary period, a new employee is considered a permanent employee, is added to the Seniority List and is credited with seniority dating back to the employee's date of hire.

ARTICLE XX
VACANCIES / LAYOFF / BUMPING

Section 20.0 - Vacancies

- a. Vacancies for bargaining unit positions ("Vacancies") will be posted for a period of at least five (5) working days (the "Posting Period").
- b. Employees wishing to be considered for a Vacancy shall apply within the Posting Period.
- c. Bargaining unit applicants from the department (DPW or WPCA) for which the Vacancy is being posted ("Department Applicants") shall be considered ahead of all other applicants.
- d. A Department Applicant shall be hired for the Vacancy if the City determines that the Department Applicant has the qualifications required for the Vacancy as set forth in the job description for the position. If two or more Department Applicants are equally qualified, the Department Applicant with the most seniority shall be hired for the Vacancy.
- e. If there are no qualified Department Applicants for the Vacancy, a bargaining unit applicant shall be hired for the Vacancy if the City determines that the bargaining unit applicant has the qualifications required for the Vacancy as set forth in the job description for the position. If two or more bargaining unit applicants are equally qualified, the bargaining unit applicant with the most seniority shall be hired for the Vacancy.

- f. If there are no qualified bargaining unit applicants for the Vacancy, the City may fill the Vacancy with an outside applicant.

Section 20.1 – Probationary Period Upon Promotion

- a. An employee promoted to a new position within the employee's job classification or in a higher job classification shall serve a probationary period of forty-five (45) working days.
- b. During the probationary period, the City may elect to return the employee to the employee's former position.

Section 20.2 – Layoff and Recall

- a. In the event of a layoff, employees in the affected job classification(s) shall be laid off in reverse order of their seniority.
- b. A laid off employee may bump another employee who occupies a bargaining unit position of equal or lower classification, provided that the laid off employee: (i) has greater seniority than the employee to be bumped; (ii) is qualified for the position; and (iii) exercises bumping rights within five (5) working days of receiving notice of layoff. An employee who bumps into a position shall be compensated at the pay rate in effect for the position.
- c. Laid off employees shall retain their seniority status for a period of two (2) years from their date of layoff but shall not continue to accrue seniority while laid off.
- d. A laid off employee who (i) is covered under the City's Health Plan at the time of layoff and (ii) timely elects continuation health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or timely enrolls in a Health Insurance Marketplace plan under the Affordable Care Act (ACA) shall, upon proof of such continuation coverage and/or enrollment, be eligible to receive a one-time lump sum payment toward the cost of such coverage in an amount equal to two and one-half times (2½ x) the cost of the monthly premium due for the employee's COBRA or ACA coverage, whichever is applicable.
- e. Laid off employees shall be eligible for recall for a period of two (2) years from their date of layoff, after which an employee who has not been recalled shall be considered terminated.
- f. Should the City restore a bargaining unit position that was subject to layoff, employees will be recalled in order of seniority, provided they are qualified for the restored position.

- g. The City shall give written notice of recall by certified letter, return receipt requested, sent to the employee's address of record on file with the City. If an employee (i) does not respond to the City's recall notice within ten (10) working days of the notice date; (ii) does not return to work within fifteen (15) working days of the notice date (or such other later date as may be designated by the City in the recall notice); and/or (iii) refuses to accept a bargaining unit position which the employee is qualified to perform, the employee shall lose seniority and any further recall rights and shall be deemed terminated. As used in this paragraph, 'notice date' means the delivery date of the City's recall notice.
- h. Employees recalled from layoff status shall receive the position rate for the position to which they are recalled.

ARTICLE XXI
OUTSIDE CONTRACTORS

Section 21.0 – Contracting Out

The City reserves the right to hire outside contractors to do the work normally performed by regular City employees only after regular employees are being utilized to operate available City equipment. For the purpose of this Article and Section, utilized shall mean that no bargaining unit employee shall suffer any loss of contractual benefits such as overtime.

ARTICLE XXII
LICENSES / TRAINING / QUALIFICATION

Section 22.0 – Licenses and Certifications

- a. The City and the Union recognize that there are job classifications and positions in the bargaining unit for which certain licenses and/or certifications are required.
- b. An employee shall promptly notify the employee's Department Head if the employee loses or otherwise fails to maintain in good standing any license, certification or other qualification required for the employee's position or classification.
- c. Loss of and/or failure to maintain in good standing a license, certification or other qualification required for an employee's position or classification is cause for discipline up to and including termination of employment.
- d. In the event existing employees are required by law to obtain certification(s) or license(s) beyond those identified in the employees' job classification(s), such

employees will be permitted a reasonable time, commensurate with the license or certification required, to obtain such additional license or certification.

Section 22.1 – Training

- a. The City may require employees to participate in training it deems necessary or relevant to their City employment. When practical, the City will schedule trainings during regular working hours. When the City requires employees to participate in training during regular working hours, training time will be paid at the employees' regular rate of pay and will count as time worked for overtime purposes. If the City requires employees to participate in training after hours or on weekends, training time will be paid at the applicable overtime rate of pay.
- b. Employees are encouraged to seek training that will develop their job skills and qualify them for promotion. Employees may request opportunities to train on a particular vehicle or piece of heavy equipment. Training requests must be in writing and must be submitted to the employee's Department Head for approval.
- c. Employee training requests shall be approved in order of seniority, provided an employee has the necessary qualifications (e.g., any required license, certification) to train. Training will be scheduled by the Department Head. When practical, an employee will be permitted to train during working hours. Approved training time shall be compensated at the employee's regular rate of pay and shall count as time worked for overtime purposes.

Section 22.2 – Qualification

- a. The Department Head (Director of Public Works or WPCA Superintendent) shall qualify an employee to operate a particular vehicle and/or piece of heavy equipment when the Department Head determines that the employee (i) has completed any training necessary to operate the vehicle and/or heavy equipment; (ii) has any license(s) or certificates necessary to operate the vehicle and/or heavy equipment; and (iii) can operate the vehicle and/or heavy equipment safely and competently. The Department Head's determination is subject to the grievance procedure.
- b. Once an employee is qualified to operate a particular vehicle and/or piece of heavy equipment by the employee's Department Head, the employee shall be eligible for work assignments out of classification and/or to apply for promotional opportunities for which such qualification is required. When assigned by a Department Head to work out of classification, an employee shall be paid at the applicable out-of-classification rate for a minimum of one (1) hour and for all actual time worked in the out-of-classification assignment over and above one (1) hour, rounded to the nearest quarter (1/4) hour.

ARTICLE XXIII
DURATION

Section 23.0 – Effective Date

This Agreement shall be in full force and effect upon signing and shall remain in full force and effect through June 30, 2021.

Section 23.1 – Prior Agreements

The City and the Union acknowledge and agree that the collective bargaining agreement between them expiring on June 30, 2017 included the following language in Section XIX – Duration:

"Any memorandum of agreement, letters of agreement, grievance settlements or other agreements in effect on May 12, 1994 shall continue in full force and effect."


The City and the Union acknowledge and agree that as of the signing of this Agreement, they are not aware of any agreements between them that were in effect on May 12, 1994 and which have continued in full force and effect since May 12, 1994 ("1994 Agreements").

During the term of this Agreement, should either party become aware of an agreement that the party contends is or may be a 1994 Agreement ("Alleged Agreement"), and should that party make written demand for recognition of the Alleged Agreement, the City and the Union agree to a reopener concerning whether to recognize the Alleged Agreement.

Notwithstanding the foregoing, in the event of any conflict between an Alleged Agreement and this Agreement, the terms of this Agreement shall govern and the Alleged Agreement shall be deemed superseded by this Agreement.

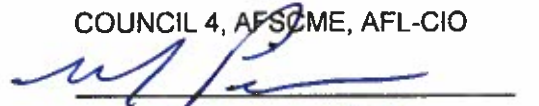
IN WITNESS THEREOF, the parties hereto have set their hands on this 15th day of October, 2018.


FOR THE CITY OF DERBY




Mayor

FOR LOCAL 1303-006 OF
COUNCIL 4, AFSCME, AFL-CIO







**APPENDIX A
WAGE SCHEDULE**

DEPT. OF PUBLIC WORKS (DPW)	Current Hourly Rate (June 30, 2017)	2017-2018 Effective and Retroactive to July 1, 2017	2018-2019 Effective and Retroactive to July 1, 2018	2019-2020 Effective July 1, 2019	2020-2021 Effective July 1, 2020
INCREASE:		(0% increase)	(2.5% increase)	(2.5% increase)	(2.5% increase)
MAINTAINER I Laborer Truck Driver Tool Crib Att.	\$28.78	\$28.78	\$29.50	\$30.24	\$31.00
MAINTAINER II Heavy Truck Driver Mechanics Helper Dispatcher Landfill Att.	\$29.41	\$29.41	\$30.15	\$30.90	\$31.67
MAINTAINER III Group Leader II Light Equip. Oper. (Note #3)	\$30.54	\$30.54	\$31.30	\$32.08	\$32.88
MAINTAINER IV Group Leader I Mechanic Heavy Equip. Oper.	\$32.27	\$32.27	\$33.08	\$33.91	\$34.76
MAINTAINER V Foreman	\$32.50	\$32.50	\$33.31	\$34.14	\$35.00

Note:

1. *Starting rates for all new DPW employees shall be as follows: Upon hire, a new DPW employee shall be paid a starting rate of two dollars (\$2.00) below the position rate. Effective as of the first regular payroll date after the employee completes twelve (12) months of service, the employee shall be paid at a rate of one dollar (\$1.00) below the position rate. Effective as of the first regular payroll date after the employee completes eighteen (18) months of service, the employee shall be paid the position rate.*

WATER POLLUTION CONTROL AUTHORITY
(WPCA)

	Current Hourly Rate (June 30, 2017)	2017-2018 Effective and Retroactive to July 1, 2017	2018-2019 Effective and Retroactive to July 1, 2018	2019-2020 Effective July 1, 2019	2020-2021 Effective July 1, 2020
INCREASE:		(0% increase)	(2.5% increase)	(2.5% increase)	(2.5% increase)
NON-CERTIFIED OPERATOR IN TRAINING					
- Starting	\$28.28	\$28.28	\$28.99	\$29.71	\$30.45
- 6 Month	\$28.83	\$28.83	\$29.55	\$30.29	\$31.05
- 1 Year	\$29.37	\$29.37	\$30.10	\$30.85	\$31.62
GRADE 1 CT DEEP Certified Class 1 Operator	\$30.07	\$30.07	\$30.82	\$31.59	\$32.38
GRADE 2 CT DEEP Certified Class 2 Operator	\$30.96	\$30.96	\$31.73	\$32.52	\$33.33
GRADE 3 CT DEEP Certified Class 3 Operator*	\$31.69	\$31.69	\$32.48	\$33.29	\$34.12
GRADE 4 Mechanic and Shift Opr.	\$32.39	\$32.39	\$33.20	\$34.03	\$34.88
Lab Work Rate:	base+\$.068	base+\$.068	base+\$.068	base+\$.068	base+\$.068

Notes:

1. Starting rates for all new WPCA employees shall be as follows:

a. Non-Certified Operator in Training.

(1) Starting Rate. The starting rate for all new employees in the Non-Certified Operator in Training classification is as set forth in Appendix A.

- (2) *6-Months. Effective as of the first regular payroll date after the employee completes six (6) months of service, the employee shall be paid the 6-month rate set forth in Appendix A.*
- (3) *12-months. Effective as of the first regular payroll date after the employee completes twelve (12) months of service, the employee shall be paid the 12-month rate set forth in Appendix A, pending certification as an approved Operator.*
- (4) *Grade 1. A Non-Certified Operator in Training shall be paid the position rate for the Grade 1 CT DEEP Certified Class I Operator classification effective as of the first regular payroll date after the City receives official notification from the State of Connecticut that the employee has successfully completed the requirements to be certified as an approved Operator.*

b. All Other Classifications

- (1) *Starting Rate. The starting rate for all new employees starting in Classifications Grade 1 or higher shall be one dollar (\$1.00) below the position rate during the probationary period.*
- (2) *Permanent Employees. Effective as of the first regular payroll date after the probationary period expires, a permanent employee will receive the position rate for the employee's position.*

- 2. *Operators who perform "Lab" work shall be paid an enhanced hourly rate of the Operator's base position rate plus \$0.68 per hour (e.g., \$31.69 + \$.068) for all hours worked performing "Lab" work.*



APPENDIX B
GROUP INSURANCE





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)
Deductible (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.			
Member Coinsurance Applies to all expenses unless otherwise stated.	Covered 100%	Covered 100%	20%
Payment Limit (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.			
Primary Care Physician Selection	Optional	Optional	Not Applicable
Referral Requirement	None	None	None
PREVENTIVE CARE	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Routine Adult Physical Exams/ Immunizations 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
Routine Well Child Exams/Immunizations 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
Routine Gynecological Care Exams 1 exam and pap smear per plan year	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Routine Mammograms	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Women's Health 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
Routine Digital Rectal Exam Recommended: For covered males age 40 and over.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible



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Prostate-specific Antigen Test	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Recommended: For covered males age 40 and over.			
Colorectal Cancer Screening	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Recommended: For all members age 50 and over.			
Routine Eye Exams	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
1 routine exam per 24 months.			
PHYSICIAN SERVICES	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Office Visits to Non-Specialist	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Includes services of an internist, general physician, family practitioner or pediatrician.			
Specialist Office Visits	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Pre-Natal Maternity	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Walk-in Clinics	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
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.			
Allergy Testing	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Allergy Injections	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
DIAGNOSTIC PROCEDURES	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Diagnostic X-ray	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnostic Laboratory	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnostic Complex Imaging	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
EMERGENCY MEDICAL CARE	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Urgent Care Provider	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible



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



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



Derby-City and Board of Education
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Women's Contraceptive drugs and devices not obtainable at a pharmacy	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Hearing Aids One hearing aid per ear every 24 months	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Transplants	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Acupuncture	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Bariatric Surgery	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
FAMILY PLANNING	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Infertility Treatment	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnosis and treatment of the underlying medical condition only			
Vasectomy	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Tubal Ligation	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
PHARMACY	IN-NETWORK	OUT-OF-NETWORK	
The full cost of the drug is applied to the deductible before any benefits are considered for payment under the pharmacy plan.			

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

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.

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PLAN FEATURES	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Deductible (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.			
Member Coinsurance	Covered 100%	Covered 100%	20%
Applies to all expenses unless otherwise stated.			
Payment Limit (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.			
Primary Care Physician Selection	Optional	Optional	Not Applicable
Referral Requirement	None	None	None
PREVENTIVE CARE	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Routine Adult Physical Exams/ Immunizations	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
1 exam every 12 months for members age 22 to age 65; 1 exam every 12 months for adults age 65 and older.			
Routine Well Child Exams/Immunizations	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
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.			
Routine Gynecological Care Exams	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
1 exam and pap smear per plan year			
Routine Mammograms	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Women's Health	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
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.			
Routine Digital Rectal Exam	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Recommended: For covered males age 40 and over.			



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Prostate-specific Antigen Test Recommended: For covered males age 40 and over.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Colorectal Cancer Screening Recommended: For all members age 50 and over.	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Routine Eye Exams 1 routine exam per 24 months.	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
PHYSICIAN SERVICES	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Office Visits to Non-Specialist Includes services of an internist, general physician, family practitioner or pediatrician.	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Specialist Office Visits	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Pre-Natal Maternity	Covered 100%; deductible waived	Covered 100%; deductible waived	20%; after deductible
Walk-in Clinics 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.	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Allergy Testing	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Allergy Injections	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
DIAGNOSTIC PROCEDURES	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Diagnostic X-ray	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnostic Laboratory	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnostic Complex Imaging	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
EMERGENCY MEDICAL CARE	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Urgent Care Provider	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible



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



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



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Hearing Aids	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
One hearing aid per ear every 24 months			
Transplants	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Acupuncture	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Bariatric Surgery	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
FAMILY PLANNING	MAXIMUM SAVINGS (TIER 1)	IN-NETWORK BENEFITS/STANDARD SAVINGS (TIER 2)	OUT-OF-NETWORK (TIER 3)
Infertility Treatment	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Diagnosis and treatment of the underlying medical condition only.			
Vasectomy	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
Tubal Ligation	Covered 100%; after deductible	Covered 100%; after deductible	20%; after deductible
PHARMACY	IN-NETWORK		OUT-OF-NETWORK
The full cost of the drug is applied to the deductible before any benefits are considered for payment under the pharmacy plan.			
Pharmacy Plan Type	Aetna Standard Open Formulary		
Generic Drugs			
Retail	Covered 100%; after deductible		20% of submitted cost; after applicable copay
Mail Order	Covered 100%; after deductible		Not Applicable
Preferred Brand-Name Drugs			
Retail	Covered 100%; after deductible		20% of submitted cost; after applicable copay
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Non-Preferred Brand-Name Drugs			
Retail	Covered 100%; after deductible		20% of submitted cost; after applicable copay
Mail Order	Covered 100%; after deductible		Not Applicable
Pharmacy Day Supply and Requirements			
Retail	Up to a 30 day supply from Aetna National Pharmacy Network		
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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 lost 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.

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Standard Pre-certification for Specialty Drugs

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Preventive Vaccinations covered 100% in-network

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

GENERAL PROVISIONS

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

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APPENDIX C
LONGEVITY PAY

Longevity Payments for Current Employees

The following chart lists the maximum longevity benefit rates to be added to the employee's hourly base wage rate for calculating the longevity payments for employees currently working for the City and who are otherwise eligible for longevity benefits pursuant to Section 6.1 of this Agreement:

DPW:

<u>Service Years</u>	<u>Percentage</u>	<u>Longevity Benefit Rate</u>	<u>Longevity Total for 2080 Hour Work Year</u>
Maintainer II	(Base = \$17.78)*		
	1.5	\$0.26	\$ 540.80
10	2.0	\$0.36	748.80
15	2.5	\$0.44	915.20
20	3.0	\$0.53	1,102.40
Maintainer III	(Base = \$18.46)		
10	2.0	\$0.37	769.00
15	2.5	\$0.46	956.80
20	3.0	\$0.55	1,144.00
Maintainer IV	(Base = \$19.49)		
10	2.0	\$0.39	811.20
15	2.5	\$0.49	1,019.20
20	3.0	\$0.58	1,206.40
Maintainer V	(Base = \$19.64)		
10	2.0	\$0.39	811.20
15	2.5	\$0.49	1,109.20
20	3.0	\$0.59	1,227.20

*Reflects hourly base rates as of June 30, 1998

WPCA

<u>Service Years</u>	<u>Percentage</u>	<u>Longevity Benefit Rate</u>	<u>Longevity Total for 2080 Hour Work Year</u>
Plant Operator I	(Base = \$17.92)*		
10	2.0	\$0.36	\$ 748.80
15	2.5	\$0.45	936.00
20	3.0	\$0.54	1,123.20
Operator/Driver	(Base = \$18.24)		
10	2.0	\$0.36	\$ 748.80
15	2.5	\$0.46	956.80
20	3.0	\$0.55	1,144.00
Certified Operator	(Base = \$18.71)		
10	2.0	\$0.37	\$ 769.60
15	2.5	\$0.47	977.60
20	3.0	\$0.56	1,164.80
Lead Mechanic & Operator Foreman	(Base = \$19.64)		
10	2.0	\$0.39	\$ 811.20
15	2.5	\$0.49	1,019.20
20	3.0	\$0.59	1,227.20

*Reflects hourly base rates as of June 30, 1998

APPENDIX D
SIDE LETTERS

