

**AGREEMENT BETWEEN THE
TOWN OF ROCKY HILL
AND
TOWN HALL EMPLOYEES
LOCAL 1303-112 OF COUNCIL #4
AFSCME, AFL-CIO
July 1, 2013 - June 30, 2016**

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PREAMBLE

The following Agreement by and between, respectively, the Town of Rocky Hill, hereinafter referred to as the "Town" and Local 1303 of Council #4, AFSCME, AFL-CIO, hereinafter referred to as the "Union" is negotiated pursuant to the Municipal Employee Relations Act, Connecticut General Statutes 7-460, et seq.

ARTICLE I RECOGNITION

Section 1.

With the exclusion of the Administrative Assistant to the Town Manager and the Administrative Aide to the Director of Finance, the Town hereby recognizes the Union as the exclusive representative and collective bargaining agent for the bargaining unit consisting of Rocky Hill Town Employees as defined under Case No. ME-4923 of the Connecticut State Board of Labor Relations, and the Youth Services Counselor.

Section 2.

The three (3) Union Officers or their designee shall be permitted to sit in on all contract negotiations without loss of pay during working hours. In addition, the Union shall be authorized up to three (3) man-days per year without loss of salary or pay for the purpose of attending Union Conventions or Workshops. One (1) Union Officer shall be permitted to sit in on all grievance meetings.

Section 3.

During the term of this Agreement or extension thereof, all employees who are currently members of the Union and all employees hired after July 1, 1979 shall, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union or, in lieu of Union membership, pay to the Union a service fee equivalent to the amount uniformly required of its members. Employees who are currently not members of the Union shall not be required to become members of the Union or be required to pay any service fees to the Union during the life of this Agreement.

Section 4.

The Town agrees to deduct from the pay of all its employees who authorize such deductions from

their wages, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement or any extension thereof. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Town with an authorization card signed by the employee authorizing the Town to make such deduction(s). This authorization card is to be accepted by the Town. The Town shall notify the Union, in writing, of all new hires in this bargaining unit.

Section 5.

The Town shall send all dues or fees deductions to Council #4 monthly accompanied by a list of names of employees from whose wages dues and fees deductions have been made.

Section 6.

The Union agrees to indemnify and hold harmless the Town any loss or damages arising from the operation of Section 4 and Section 5. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within thirty (30) days after the date such deductions were or should have been made.

Section 7.

The Town shall, within fifteen (15) working days after receipt of notice from the Union, notify any employee who is not a member in good standing in the Union, or who does not pay to the Union a fee as established by the Union, of his/her violation of Article I of this Agreement.

Section 8.

The Town will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire.

Section 9.

The Town agrees to provide the Council #4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

ARTICLE II
GRIEVANCE PROCEDURE

Section 1.

This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee relationship within the Town.

A grievance shall mean a complaint by an employee or group of employees that his or their conditions of employment have been affected by a violation, misinterpretation or misapplication of the specific provisions of this Agreement, or that an employee has been terminated, suspended, fined, reduced in grade or disciplined in any other manner without just cause.

Step (1) - Any employee or group of employees shall, with or without a Union representative, discuss his or their grievance with his or their immediate supervisor.

Step (2) - If the grievance is not resolved to the satisfaction of the employee(s) by the immediate Supervisor, the employee(s) and/or Union may submit such grievance in writing, on a standard Union grievance form, to the Town Manager of the Town of Rocky Hill. Within five (5) working days of the submission of the grievance to Step 2, the Town Manager shall meet with the employee and his representative for the purpose of resolving the grievance. The Town Manager shall have three (3) working days from the date of such meeting at Step (2) to give his answer to the employee and the Union in writing at Step 2.

Step (3) - If the grievance is not resolved to the satisfaction of the Union at Step 2 the Union may, within fifteen (15) working days of the answer at Step 2, submit such grievance or dispute to the Connecticut State Board of Mediation and Arbitration, which arbitration panel or arbitrator shall hear the dispute and render a decision which shall be final and binding on all parties.

Section 2.

Time extensions beyond those stipulated in this Article may be arrived at by mutual agreement, in writing, of the parties.

Section 3.

If the Town fails to meet and/or to answer any grievance within the prescribed time limits of this Article, such dispute may be processed to the next step.

Section 4.

Nothing contained herein shall prevent any employee from presenting his own grievance at Step (1) and Step (2) or to have Union representation at any step. The Union, however, must receive a copy of the grievance and any decisions and may be present and state its views at any step of the Grievance Procedure.

Section 5.

Any fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 6.

All grievances and responses shall be transmitted by certified or registered mail, return receipt requested, or by hand delivering same to the party involved.

Section 7.

Any grievance which is not presented in writing at Step 2 within ten (10) working days of the event or occurrence giving rise thereto shall be waived, and any decision not appealed within the specified time limits shall be considered settled according to the decisions at the previous step.

ARTICLE III
WORKERS' COMPENSATION

Section 1.

Injury leave, as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. The Town shall supplement payments due the employee under Workers' Compensation so that the employee will receive full pay during his absence for an additional period not to exceed four (4) calendar months and 90% of full pay during his absence for an additional period not to exceed two (2) calendar months. In order for the employee to be eligible for full pay from the Town while out of work because of an injury covered by Workers' Compensation, the employee must agree, in writing, in advance to sign over to the Town his Workers' Compensation benefit checks when they are issued. In the event of an injury causing temporary disability and absences of less than seven (7) days, the employee shall receive his regular salary for such periods since payments are not made under Workers' Compensation for such accidents. In the event of a permanent total disability or death resulting from an accident on the job, supplemental payments shall be made to the employee, or the employee's next of kin, for a period not to exceed six (6) calendar months. All payments on injury leave shall be subject to

the same rules and regulations as Workers' Compensation insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

ARTICLE IV
UNION MEETING PLACE

Section 1.

The Union may call meetings in the Town Hall or the Town Library before or after working hours whenever necessary, provided that such meetings do not conflict with work or other scheduled activities or programs and upon twenty-four (24) hours notice to the Town.

ARTICLE V
APPOINTMENTS & PROBATION

Section 1.

Both parties agree to continue their policies of not discriminating against any employee on the basis of political affiliation, race, color, religion, sex, national origin, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

Section 2.

Vacancies in positions covered by this Agreement shall be posted for ten (10) days prior to filling the vacancy. When the qualifications of candidates for a position covered by this Agreement are relatively equal, the most senior bargaining unit member shall be given the position.

Section 3.

All new appointments shall be subject to a probationary period of six (6) months. At the end of such probationary period, the employee shall be paid in accordance with the provisions of Appendix A.

Section 4.

All newly promoted employees shall be subject to a probationary period of six (6) months. Any employee promoted for such a probationary period and who fails to complete such probationary period successfully, shall be reinstated to his or their previous position or equivalent without loss of seniority, pension rights, ranks, grade or pay of his previous position.

ARTICLE VI
PROTECTION OF THE EMPLOYEE

Section 1.

The Town will not use outside contractors to perform work customarily performed by members of the bargaining unit if the effect of such contracting is to deprive any member of the unit of a full work week as defined in this Agreement.

ARTICLE VII
LONGEVITY

Section 1.

Effective July 1, 1997, longevity pay will be paid annually, after an employee meets the service requirement, as follows:

5 years of service	\$425
10 years of service	\$525
15 years of service	\$725
20 years of service	\$1000

Annual longevity payments shall be made in full upon the anniversary date of employment.

ARTICLE VIII
VACATION

Section 1.

A full-time employee shall be entitled to one week (5 working days) of vacation leave for each six (6) months full-time service to one (1) year, beginning with the date of employment. No vacation shall be taken until the employee has completed six (6) months of service. Vacation time cannot be taken in less than one (1) hour increments.

(a) Two (2) weeks' vacation each year for employees with one (1) year through five (5) years of full-time service

(b) Between the 5th and 15th year of employment, full-time employees shall be entitled to additional vacation as follows:

5th & 6th years	15 days
7th & 8th years	16 days
9th years	17 days

10th, 11th, & 12th years	18 days
13th & 14th years	19 days
15th years	20 days

Section 2.

A full-time employee, who on December 31st of the preceding year was continuously and actively employed for twelve (12) months, shall be entitled to his vacation leave as of January 1st.

Section 3.

No vacation shall be carried over to the following year unless a special request is made in advance, in writing, to the Supervisor and approved by the Town Manager upon recommendation of the employee's Supervisor. The vacation carry over must be used before June 30th of the following year.

Section 4.

The vacation schedule shall be approved by the department head or by the head of the office if the office is not part of a department. The Town reserves the right to limit the number of employees on vacation at any given time, but within these limitations seniority shall govern vacation selections.

Section 5.

The Town shall prepare an annual statement certifying to each employee his accumulated vacation as of December 31st of this year.

Section 6.

Unless waived by his Supervisor or the Town Manager, no more than two (2) weeks' vacation may be taken at any one time.

ARTICLE IX
PERSONAL LEAVE

Section 1.

Each regular employee shall be entitled to up to six (6) unspecified personal days per year. Prior approval of the appropriate department head shall be obtained. Personal time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Town Manager or his designee in advance to take less than one hour's leave in a given case.

Section 2.

Absence for jury duty during the year shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he/she receives for jury duty and the amount he/she would normally earn for a regular work day, excluding overtime. Employees must notify their Supervisor immediately on receipt of jury notices.

Section 3

Personal leave may not be accumulated from year to year.

ARTICLE X
BEREAVEMENT

Section 1.

Full-time employees shall be granted a paid leave of absence with pay for up to three (3) days for the purpose of attending funeral of a member of their immediate family or for the purpose of attending to other family obligations in conjunction with funeral involving a member of their immediate family, provided such leave is approved in advance, in writing, by the Supervisor and Town Manager. Immediate family shall be defined to be Father, Mother, Sister, Brother, Husband, Wife, Child, Mother-in-Law, Father-in-Law, Grandparent, Grandchild, Step-parents, Brother-in-Law, Sister-in-Law, or other permanent member of the employee's household. Full-time employees shall be granted up to one (1) day paid leave of absence to attend the funeral of an Aunt, Cousin, Niece, Nephew, or Close Friend. Part-time employees will not be denied bereavement leave but shall be paid for such leave on a pro-rated basis.

Up to two (2) additional days may be granted by the Town Manager for extended travel requirements or other good cause.

ARTICLE XI
LEAVE WITHOUT PAY

Section 1.

Leave of absence without pay and benefits may be granted by the Town for a limited, definite period not to exceed twelve (12) months for the following reasons:

- a. For health reasons after expiration of sick leave and upon advice of a physician.
- b. For other personal or family reasons.
- c. During such leave of absence, the Town may employ an individual to work in the absent bargaining unit member's place, and such individual's employment shall effectively cease with the member's return to duty; or may be continued at the sole discretion of the Town.

Section 2.

During such leave of absence the employee shall continue to earn seniority.

Section 3.

During such leave of absence, the employee, at his sole expense, may continue his group insurance benefits. An employee who wishes to continue his group insurance coverage shall pay for such coverage in full and in advance on a monthly basis.

Section 4.

No more than one (1) bargaining unit employee from any department or office shall be on such unpaid leave at any time. A total of not more than three (3) bargaining unit employees from any and all departments or offices shall be on such leave at any time. Such leave shall not be unreasonably denied by the Town.

ARTICLE XII
SICK LEAVE

Section 1.

Sick leave with pay shall be granted to all full-time permanent and probationary employees at the rate of one and one-quarter (1-1/4) work days for each full month worked. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of actual sickness, disability of the employee, or at the discretion of the Supervisor in case of sickness in the immediate family requiring his attendance upon the ill member, medical-dental appointments, quarantine restrictions.

Section 2.

Effective July 1, 2008 sick leave may be accumulated from July 1, 2008 without limitation.

Section 3.

Frequent and repeated use of the sick leave privilege may be considered sufficient cause for disciplinary action, the severity of which may be dependent on such factors as repeat offenses or prior disciplinary action (these may not be the only factors considered in the disciplinary action taken). To receive compensation while absent on sick leave, the employee shall notify his Supervisor as far ahead as possible of the time set for beginning his daily duties. Failure to notify the Supervisor in such a manner may subject the employee to disciplinary action.

Section 4.

A physician's statement detailing the illness and a return to work date will be required for any employee out five (5) consecutive days or more. When a certificate is requested and is not presented, at the discretion of the Supervisor, such absence may be applied to the balance of any approved leave, to leave without pay, or may be grounds for disciplinary action. A request for sick leave form must be filled out immediately upon the employee's return to work.

Section 5.

Sick leave shall be recorded regularly in the personnel records, and the Town Manager shall review all such records periodically. Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives his full pay and not full pay plus accident and sickness payment. The employee's sick leave account will be charged on a pro-rated basis (percentage of total payment represented by sick leave).

Section 6.

When a full-time employee can no longer work because of pregnancy, based upon a physician's certification, she may request and shall be granted disability leave, which shall run as long as she is physically disabled. Such leave shall be with pay to the extent of accumulated sick leave.

Section 7.

Employees hired prior to July 1, 1997, who separate from the Town service for any reason except dismissal shall be entitled to a payment for unused sick leave on the following schedule:

- For separation after 20 years of service – 60% of time accrued
- For separation after 10 years of service – 40% of time accrued
- For separation after 5 years of service – 20% of time accrued

Section 8.

Employees hired after June 30, 1997 shall not be entitled to any unused sick leave buy out .

Section 9.

An independent physician's examination (fit for work examination) at the expense of the Town may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for work, consequences shall be in accordance with the laws of the State of Connecticut.

ARTICLE XIII
TRAVEL

Section 1.

All authorized travel for business will be reimbursed to the employee at the current IRS rate per mile.

ARTICLE XIV
WORK WEEK

Section 1.

The official work week for members of this bargaining unit shall be five (5) days per week, thirty-five (35) hours per week for all employees covered under this agreement. The working hours for employees of the Town Hall and Human Services Department shall be Monday thru Friday, 8:30 AM to 4:30 PM, with a one hour unpaid lunch. Due to the nature of the operations of the Police and Fire Departments employees of these departments' hours shall be 8:00 AM to 4:00 PM, Monday thru Friday, with a one hour unpaid lunch period. Due to the nature of Library operations, employees of the Library shall work a varied schedule which shall not be changed without written notice five (5) working days prior. The mini-bus drivers will work Monday thru Friday, 8:00 AM to 4:00 PM. The Youth Services Counselor will work a thirty-five (35) hour work week at a schedule to be determined in conjunction with the Youth Services Coordinator and approved by the Human Services Director.

Section 2.

All hours over 35 but not over 40 in any given work week shall be compensated either at straight time. All hours over 40 in any given work week shall be compensated at time and one-half. All hours worked by a part-time employee in excess of his/her normal work day will be compensated at straight time.

Section 3.

Pay periods shall be consistent with the current practice of bi-weekly pay. Payment shall be by direct deposit.

ARTICLE XV
HOLIDAYS

Section 1.

All employees shall be granted time off with pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

Four (4) other days, which shall be designated by the Town Manager at the beginning of each year as a combination of the following:

- (a) As half days before Christmas Day and New Year's Day
- (b) As part of a four (4) day weekend should a listed holiday come on a Tuesday or Thursday.
- (c) Or, as Lincoln's Birthday, Washington's Birthday, Columbus Day, or Veteran's Day.

Section 2.

Any employee required to work on a scheduled holiday with advanced approval of the Town Manager shall receive additional compensation at double time (2 x hourly rate) for each such scheduled holiday. Paid holidays shall not apply to part-time (less than 20 hours per week) or per diem employees. Probationary employees shall be eligible for paid holidays. When a holiday falls on Sunday, the following Monday shall be the day off. For Town Hall employees, when a holiday falls on Saturday, the preceding Friday shall be the day off.

ARTICLE XVI
PENSION PLAN

Section 1.

All members of the bargaining unit shall participate in the Town's pension plan, subject to the following:

- (a) Normal retirement age shall be 62.
- (b) Employee contribution shall be four percent (4%) through December 31, 1991 and shall reduce to three and one-half percent (3-1/2%) from January 1, 1992 through December 31, 1997 and 3% thereafter.
- (c) Employees hired after January 1, 2014 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension plan the Town has developed a Defined Contribution Plan. Employees will contribute six percent (6%) of their base salary which will be matched by the Town at three percent (3%) of their base salary.
- (d) The parties agree that there shall be no changes to the existing pension plan for twenty (20) years from June 30, 2013 through June 30, 2033. The union agrees that until July 1, 2033, it will not submit, propose or demand in any negotiations or discussion for a successor agreement or otherwise any changes, alteration, modifications or improvements to the Town of Rocky Hill pension plan or any new or improved benefits relating to pensions and/or retirement.

ARTICLE XVII
WAGES

Section 1.

The wage rate for employees in this bargaining unit shall be set forth in Appendix A, which is attached hereto and made part thereof. Wage increases will be 2.85% on July 1, 2013; 2.90% on July 1, 2014; and 3.10% on July 1, 2015.

Section 2.

When an employee's supervisor is absent from work and the employee assumes additional duties as a

result of the supervisor's absence or assumes a job of higher classification, the employee shall receive \$2.00 per hour in additional pay after three consecutive work days, such amount to be retroactive to the first day.

Section 3.

Any employee contributions to the Town of Rocky Hill Retirement Plan will be tax deferred as per IRS Statute 414(h) (2).

ARTICLE XVIII
PART-TIME EMPLOYEES

Section 1.

Any employee scheduled to work more than twenty (20) hours but less than thirty (30) hours per week shall be entitled to purchase at forty-five (45) percent of group rates individual and family life and medical insurance benefits equivalent to those provided under this contract to employees working thirty-five (35) hours per week (full-time employees). Any employee scheduled to work thirty (30) or more hours per week shall be entitled to life and medical insurance benefits equivalent to those provided under this contract to full-time employees. All other benefits, including paid leave of any kind, shall be available on a pro-rated basis to employees scheduled to work less than thirty-five (35) hours per week.

Section 2.

Any employee who works a shift of six (6) or more hours shall be entitled to a meal break of a minimum of 30 minutes.

Section 3.

Part-time employees shall accumulate seniority on the same basis as full-time employees, except that they shall receive benefits on a pro-rated basis as provided in Section 1 of this Article.

ARTICLE XIX
NO STRIKE/LOCKOUT

Section 1.

The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, stoppage of work, or interference with the governmental functions of the Town of Rocky Hill. Any employee who participates in any such action shall be subject to disciplinary action at the discretion of the Town, up to and including discharge.

Section 2.

The Town shall not engage in any lockout of employees.

ARTICLE XX
MANAGEMENT AND EMPLOYEE RIGHTS

Section 1.

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedure.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off employees for lack of work when it shall be in the best interests of the Town or the department.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, and to add to, delete from, amend or change such rules and regulations as the Town may in its judgment see fit from time to time, provided such rules and regulations and changes therein are made known in a reasonable manner to the employees affected by them.
- (g) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

- (h) To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members.
- (i) To establish, implement, amend or change job descriptions and duties.

Section 2.

The salaries and other conditions of employment set forth in this Agreement are based on job duties as they existed at the time of negotiation of this Agreement. In the event of any substantial change in such duties during the term of this Agreement, the Union shall have the right to negotiate the impact of such changes on salaries and other conditions of employment.

ARTICLE XXI
MISCELLANEOUS

Section 1.

The Town shall permit use of bulletin boards located in the Town Hall (staff lounge), Police Department, Records Room, Library, Fire Department and Human Services Department and Recreation Department, for the purpose of displaying Union materials. Prior to advertisement, notices of all new positions and vacancies will be provided to the Union President for in-house employee first consideration.

Section 2.

Evening meetings. Any employee required to attend meetings in the capacity of taking meeting minutes during the evening shall be paid a minimum as follows:

- (a) Effective 1 July 2005, \$40.00 plus one and one-half (1-1/2) times their hourly rate for any time in excess of three (3) hours.

Section 3.

In order that employees may perform their work more efficiently and be able to qualify for position of increasing difficulty and responsibility, the Town Manager or his/her designee shall promote a system of employee training. The Town shall support a three-part training program:

- (a) On-the-job training in the immediate tasks of the job.
- (b) Attendance at special short courses, conferences and meetings on matters of immediate concern to the current performance on the job, as approved by the Town Manager.
- (c) Reimbursement of not more than \$750 in one fiscal year for tuition fees and books paid upon

the satisfactory completion of a previously approved course in a systematized education program in an accredited college or university.

- (d) Requests for tuition reimbursement in (c) above shall be requested prior not later than February 15th to be considered for the next fiscal year's budget commencing on July 1st.
- (e) The Town will pay all required fees and materials for required attendance by an employee for items in (b) above.

Section 4.

Customer Service Policy:

The employees of the Town of Rocky Hill are committed to provide responsive, consistent, efficient and accurate services to the citizens of our community. Through our work environment quality service will be delivered through a caring environment that delivers services with respect for the needs and the diversity of all members of the Rocky Hill community. It is the Town's belief that this standard of service promotes all that is positive about our Town and includes in the term "customer" all residents, taxpayers, co-workers and general public who utilize the Town's facilities. In order to best achieve this commitment to provide a wide range of quality services from diverse departments, the Town supports the philosophy of public service that is embodied in the following statements:

- ✓ We care about our community and its people.
- ✓ We believe in providing customer service that meets the diversity of our community and provides services to all customers in a fair and equitable manner.
- ✓ We will support the policies established by our local elected and appointed officials.
- ✓ We will seek to identify creative and innovative approaches to serve our customers.
- ✓ We believe in meeting our customer's needs by providing friendly, courteous and efficient service.
- ✓ We will strive to make decisions with input from those most likely to be affected.
- ✓ We will consider the knowledge and perspective of our customers and respond to their ideas and concerns.
- ✓ We affirm that all officials and employees have the responsibility of meeting a high standard of excellence within the parameters of their particular job in order to ensure quality services from the Town of Rocky Hill.

Section 5.

Cross-training will be required in all departments where it is conducive without any salary adjustment.

ARTICLE XXII
INSURANCE

Section 1.

Group Life Insurance: \$20,000 in group life insurance is provided for all AFSCME employees. Basic benefit is doubled in the event of accidental death. Effective September 1, 2008 this coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage.

In addition, for the Pension Plan participants, group life insurance in the amount of 1 ½ times salary is provided as part of Retirement Plan. This amount cannot exceed \$150,000 and is not subject to premium share.

Section 2.

Group Long Term Disability: AFSCME employees shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used; or (b) 180 days.

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000

The Town will assume the full cost of this plan.

Section 3.

Short term disability insurance coverage for the employee providing a \$50.00 weekly maximum benefit for a maximum period of 26 weeks.

Section 4.

Group Medical Insurance:

Health Insurance benefits shall be in accordance with the following policies and will become effective January 1, 2009. The Town will provide the employees with a PPO Non-Gatekeeper Plan with the following provisions.

- \$15 Office Visit Co-pay
- \$15 Wellness Visit Co-pay
- \$200 Outpatient Surgery
- \$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay
\$15 Urgent Care Facility Co-pay
\$100 Emergency Room Co-pay

Out of Network Coverage

Deductible \$400/800/1200
Co-insurance 70/30
OOP \$2400/\$4800/\$7200

Prescriptions

Full Managed 3-tier \$5/10/20
Mail order 2x Co-pay

Dental

Co-pay (80%) Dental Plan with Rider A and D

Section 5.

The Town reserves the right to change insurance providers as long as the insurance is substantially the same.

Section 6.

Premium Share – Medical and Dental: Effective July 1, 2013 Employee premium share will be as follows: 11%-July 1, 2013; 12% on July 1, 2014 and 13% on July 1, 2015.

Section 7.

Section 125 Pre-Tax Contribution: In accordance with Public Act No. 07-185 any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit a Salary reduction Agreement signed by the employee must be submitted.

Section 8.

Insurance Waiver: Employees may elect, on a completely voluntary basis, to waive their right to participate in the medical/dental insurance plan offered by the Town. In consideration for the voluntary waiver of such coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay to the qualifying employee 50% of the total insurance coverage cost to the Town of the waived coverage based on the premium rates in effect on September 1, 2008 and capped at the following amounts \$350 (single); \$750 (2 person); and \$925(family). In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received from the Town in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Qualifying employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods. Such additional annual compensation shall not be considered part of the employee's annual salary or wage but will be considered taxable income.

Section 9.

Group Medical/Dental Insurance Benefits at Retirement:

a. Twenty (20) Years of Full-Time Service and Attained Age 55

The Town will pay the full cost of group medical/dental insurance coverage for the employee and 50% for the employee's spouse upon employee's retirement from employee's date of retirement to Medicare Part A eligibility, unless the employee has similar group coverage with a new employer. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume full cost of supplemental Medicare coverage for retiree and one half for the retirees spouse provided retiree pays all costs, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit. Any employee hired after January 1, 2009 will not be eligible for this benefit.

b. Fifteen (15) Years of Full-Time Service for employees hired prior to January 1, 2004.

The Group Insurance Program as negotiated will be provided for retirees, but not the spouse or dependents, from employee's date of retirement to age sixty-five (65), provided the employee had fifteen (15) years of full-time service at his normal or early retirement date and attained at least age fifty-five (55).

The Town will pay the full cost of the coverage. A spouse may be included at retiree's full cost, if paid in advance monthly or quarterly. A terminated vested employee who

leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. The Town will continue to the full cost of the medical coverage upon employee's retirement unless employee has similar group coverage with a new employer. At age sixty-five (65), the Town will assume full cost of supplemental Medicare or Medicare Risk coverage per the retirees' choice, but not spouse; spouse may be included provided retiree pays full cost, in advance, monthly or quarterly.

c. Ten (10) Years of Full-Time Service

Group Medical/Dental insurance benefits will be continued for retirees, but not spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employers. Upon Medicare Part A eligibility the retiree may obtain supplemental Medicare coverage for retiree and spouse provided retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance monthly or quarterly. Employees hired after January 1, 2009 will not be eligible for this benefit.

Section 10. Group Medical/Dental Insurance upon Death of Employee:

- a. In the event of an employee's death, the spouse may remain on the insurance program, paying the full cost of the premium.
- b. Once the spouse of an employee who died while actively employed and who was covered under section (a) above become eligible for Medicare he/she shall transfer to the Town's Supplemental Medicare Insurance at 50% of the premium cost, payable monthly in advance provided the spouse enrolls in Medicare Part A and B.

Section 11.

Part-time employees will continue to contribute per Article XVIII.

Section 12.

New employees or employees whose working hours are increased to thirty (30) hours or more per week shall decide (after notifications by the Town) within four (4) calendar months of service to the Town of Rocky Hill as to whether they wish to sign up for all available insurance coverage.

Section 13. COBRA Continuation Coverage and HIPPA:

The Town is in compliance with State and Federal laws.

- a. Full group health insurance coverage for eligible employees and their dependents may be continued in force (in accordance with Federal COBRA regulations) for a specific statutory period of time for employees and/or dependents that would otherwise lose their coverage. Such coverage is subject to individual election by the employee and each dependent and is available at the Town's cost plus two percent (2%); payable monthly in advance.
- b. Employees, who would otherwise lose their group health insurance coverage, and who are eligible for Medicare may also continue coverage of their individual group health insurance coverage (in accordance with COBRA regulations) for a specific statutory and is available at the Town's cost plus two percent (2%); payable monthly in advance.
- c. Notice of changed under HIPAA to COBRA Continuation Coverage under Group Health Plans (see Appendix C).

ARTICLE XXIII
CHILD-REARING LEAVE

Section 1.

An employee who is expecting a child, or whose spouse is expecting a child, may be granted, in the Town's discretion, a long-term leave without pay or benefits not to exceed one (1) year for the purposes of child-rearing, starting as agreed to by the parties. The employee shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave. Such leave shall be granted for a definite term, at the conclusion of which the employee shall return to work.

Section 2.

Employees are covered by the Federal Family Leave Act.

ARTICLE XXIV
SENIORITY

Section 1.

Seniority shall be defined as the length of employment within the bargaining unit.

Section 2.

Seniority and all seniority rights shall be deemed lost only by the following:

- (a) Discharge.
- (b) Failure to respond to recall.

Section 3.

The employer shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union upon request on or after January 1 of each year. The seniority list shall include the name, job title and seniority date of each employee in the bargaining unit.

Section 4.

The employer shall forward a Payroll Add-On Form to the Union President for new bargaining unit employees who work twenty (20) or more hours per week on an annualized basis and who are not members of another bargaining unit.

ARTICLE XXV
LAYOFFS

Section 1.

Layoffs shall occur by classification and labor grade from least senior to most senior:

- (a) Temporary or seasonal employees
- (b) Probationary employees
- (c) Part-time employees
- (d) Full-time employees

Section 2.

For the purposes of layoffs, temporary employees shall be defined as those employees who work less than sixty-five (65) days in any one (1) calendar year.

Section 3.

Any employee identified for layoff in Labor Grade II or above may bump the least senior employee in the lower labor grades provided the employee meets the qualifications of the position as set by the Town and has more seniority than the bumped employee. An employee who bumps to a lower salary grade shall be placed on the step closest to his/her current salary but not more.

Section 4.

Laid off employees and employees who have bumped to a lower grade shall be placed on a recall list in order of seniority for a period of two (2) years from the date of their layoff or the date they bumped to a lower labor grade.

Section 5.

Recall shall be in order of seniority from most senior to least senior provided the employee meets the qualifications of the position.

Section 6.

No new employee shall be hired into a position from which an employee was laid off or bumped until all employees on the recall list have declined the position offered.

Section 7.

Whenever a laid off employee and employees who have bumped to a lower grade shall be removed from the recall list when:

- (a) Two (2) years have elapsed since their layoff or their bumping to a lower grade; or
- (b) The employee declines a position in the same or higher classification and labor grade as the employee occupied prior to layoff or bumping.

Section 8.

For the purpose of this Article only, bargaining unit positions are grouped in classifications as listed in Appendix B.

Section 9.

An employee scheduled for layoff shall be given no less than two (2) weeks' notice or the equivalent in wages, if possible.

Section 10.

The Town will consult with the Union prior to giving notice of layoffs.

ARTICLE XXVI
DISCIPLINE

Section 1.

No employee shall be disciplined except for just cause.

Section 2.

All discipline, beyond an oral warning, shall be stated in writing, with reason given, and copies shall be provided to the employee and the Union President at the time of discipline.

Section 3.

Records of written reprimand or memo of oral reprimand shall be removed from an employee's personnel file in accordance with the laws of the State of Connecticut. In maintaining personnel files, the Town shall respect the privacy rights of the employee within the constraints of applicable State law.

ARTICLE XXVII
DRUG TESTING

The Town and the Union hereby agree to the following conditions and terms regarding the implementation of the Urban Mass Transportation Administration Random Drug Testing Policy of the Town of Rocky Hill.

Section 1.

Drug testing shall only take place to the extent and under conditions required by applicable Federal and State laws and Urban Mass Transportation administration (UMTA) regulations for continued eligibility of the Town of Rocky Hill to receive funds from the Greater Hartford Transit District for elderly and physically disabled Town residents' transportation.

Section 2.

The Town agrees to comply with all applicable Federal and State laws and UMTA and GHTD regulations regarding the administration of any drug testing programs identified in paragraph 1 of this Memorandum of Agreement.

Section 3.

Whenever a reasonable suspicion of the use of alcohol or drugs is reported employees may be subjected to a drug test in accordance with Town and State Regulations. If an employee is found

to be under the influence of alcohol or drugs while working the employee may be subject to discipline up to and including suspension and/or termination.

ARTICLE XXVIII
DURATION

Section 1.

This contract contains the full and complete agreement between the parties on all negotiable issues, and neither party shall be required during the term of this contract to negotiate on any issue, whether it is covered or not covered herein. However, if the parties voluntarily elect to enter into such negotiations, any agreement reached shall be reduced to writing, and upon ratification by both parties, shall become a part hereof.

Section 2.

In the event that any Federal or State Legislation, or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

Section 3.

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect thru June 30, 2016 and from year to year thereafter unless modified, as set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of September, 2013.

TOWN OF ROCKY HILL

LOCAL 1303-112 OF COUNCIL 4
AFSCME, AFL-CIO

Barbara R. Gilbert
Town Manager

Nancy Constantine
President, Local 1303-112

Mary Riccio
Vice President, Local 1303-112

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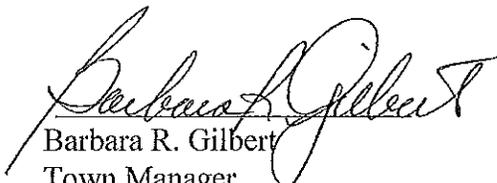
Section 3.

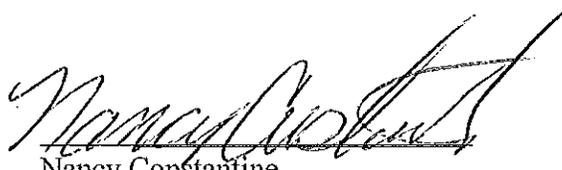
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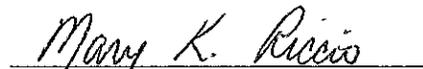
IN WITNESS WHEREOF, the parties hereto have set their hands this 30 day of September, 2013.

TOWN OF ROCKY HILL

LOCAL 1303-112 OF COUNCIL 4
AFSCME, AFL-CIO


Barbara R. Gilbert
Town Manager


Nancy Constantine
President, Local 1303-112


Mary Riccio
Vice President, Local 1303-112

Laurie J. Webster

Laurie Webster, Area Coordinator *Staff Rep.*
AFSCME Local 1303-112

Linda Giuliano

Linda Giuliano, Treasurer
Local 1303-112

Beth Hajek

Beth Hajek, Steward
Local 1303-112

Christine Mullins

Christine Mullins, Negotiating Team
Local 1303-112

**APPENDIX A
SALARY SCALE**

Grade 1

		Min	Step 1	Step 2	Step 3	Step 4
	7/1/2012	34201	34757	35315	36461	37639
2.85%	7/1/2013	35176	35748	36321	37500	38712
2.90%	7/1/2014	36196	36784	37375	38588	39834
3.10%	7/1/2015	37318	37925	38533	39784	41069

Grade 2

		Min	Step 1	Step 2	Step 3	Step 4
	7/1/2012	38782	39363	39957	41157	41388
2.85%	7/1/2013	39887	40485	41096	42330	42568
2.90%	7/1/2014	41044	41659	42288	43558	43802
3.10%	7/1/2015	42316	42950	43598	44908	45160

Grade 3

		Min	Step 1	Step 2	Step 3	Step 4
	7/1/2012	40628	41243	41859	43113	44408
2.85%	7/1/2013	41786	42418	43052	44342	45674
2.90%	7/1/2014	42998	43649	44300	45628	46998
3.10%	7/1/2015	44331	45002	45674	47042	48455

Grade 4

		Min	Step 1	Step 2	Step 3	Step 4
	7/1/2012	43096	43744	44392	45730	47099
2.85%	7/1/2013	44324	44991	45657	47033	48441
2.90%	7/1/2014	45610	46295	46981	48397	49846
3.10%	7/1/2015	47024	47731	48438	49898	51391

Grade 5

		Min	Step 1	Step 2	Step 3	Step 4	Step 5
	7/1/2012	45554	46244	46937	48342	49798	51290
2.85%	7/1/2013	46852	47562	48275	49720	51217	52752
2.90%	7/1/2014	48211	48941	49675	51162	52703	54282
3.10%	7/1/2015	49706	50458	51215	52748	54336	55964

Grade 6

		Min	Step 1	Step 2	Step 3	Step 4	Step 5
	7/1/2012	51710	52487	53277	54875	56517	58218
2.85%	7/1/2013	53184	53983	54795	56439	58128	59877
2.90%	7/1/2014	54726	55548	56384	58076	59813	61614
3.10%	7/1/2015	56423	57270	58132	59876	61668	63524

Grade 7

		Min	Step 1	Step 2	Step 3	Step 4	Step 5
	7/1/2012	53560	54364	55177	56834	58532	60288
2.85%	7/1/2013	55086	55913	56750	58454	60200	62006
2.90%	7/1/2014	56684	57535	58395	60149	61946	63804
3.10%	7/1/2015	58441	59318	60206	62014	63866	65782

Grade 8

		Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	7/1/2012	59099	59985	60884	62715	64592	66530	68528	70586
2.85%	7/1/2013	60783	61695	62619	64502	66433	68426	70481	72598
2.90%	7/1/2014	62546	63484	64435	66373	68359	70410	72525	74703
3.10%	7/1/2015	64485	65452	66433	68431	70479	72593	74773	77019

Biweekly pay computation: (Annual salary divided by number of workdays per year) x 10.

Hourly pay computation (overtime purposes): Biweekly pay (as above) divided by 70.

Number of workdays per year equals number of calendar days from July 1 through June 30 less:

total number of Saturdays and Sundays in that same period.

Movement within ranges:

Current employees: Movement on July 1 of each fiscal year.

New employees: Movement on anniversary date of employment. To Step 1 at 6 months; to Step 2 at one year; to Step 3 and above at subsequent yearly anniversary dates.

Employees promoted to a higher grade shall be placed on nearest step that will provide an increase in pay. If placed on Step 1 or 2, move to next Step at 6 months.

If placed on Step 3, or above, move to next step on yearly anniversary date within new grade.

APPENDIX B

CLASSIFICATION OF BARGAINING UNIT
POSITIONS FOR LAYOFF AND RECALL

<u>LABOR GRADE</u>	<u>CLASSIFICATION</u>	<u>POSITION TITLE</u>
I	A	Clerk/Receptionist <u>Records Clerk I</u>
II	B	Secretary I Library Assistant
III	C	Technical Assistant I
IV	D	Administrative Secretary Technical Assistant II Police Records Clerk II
V	E	Administrative Assistant I Technical Assistant III Asst. Reg. of Vital Statistics <u>Van Driver</u>
VI	F	Office Manager Youth Services Counselor Administrative Assistant II
VII	G	Deputy Assessor
VIII	H	Associate Accountant Assistant Town Clerk

APPENDIX C

NOTICE OF CHANGES UNDER HIPAA TO COBRA CONTINUATION COVERAGE UNDER GROUP HEALTH PLANS

On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) was signed into law (Pub.L. 04-191). HIPAA section 421 makes changes, described below; to three areas in the continuation coverage rules applicable to group health plans under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. These three areas relate to the disability extension, the definition of qualified beneficiary and the duration of COBRA continuation coverage. These changes are effective beginning January 1, 1997, regardless of when the event occurs that entitles an individual to COBRA continuation coverage.

Section 421 (e) of HIPAA requires group health plans that are subject to COBRA to notify, by November 1, 1996, individuals who have elected COBRA continuation coverage of these changes. The Department is issuing this release to apprise employers and plan administrators of the changes in the continuation coverage rules made by HIPAA and to inform them of their obligation under HIPAA to notify qualified beneficiaries of such changes. Such notification must be given to qualified beneficiaries by November 1, 1996. The following is a discussion of the specific changes in the continuation coverage rules made by HIPAA.

Disability Extension: Under current law, if an individual is entitled to COBRA continuation coverage because of a termination of employment or reduction in hours of employment, the plan generally is only required to make COBRA continuation coverage available to that individual for 18 months. However, if the individual entitled to the COBRA continuation coverage is disabled (as determined under the Social Security Act) and satisfies the applicable notice requirements, the plan must provide COBRA continuation coverage for 29 months, rather than 18 months. Under current law, the individual must be disabled at the time of the termination of employment or reduction in hours of employment. HIPAA makes changes to the current law to provide that, beginning January 1, 1997, the disability extension will also apply if the individual becomes disabled at any time during the first 60 days of COBRA continuation coverage. HIPAA also makes it clear that, if the individual entitled to the disability extension has non-disabled family members who are entitled to COBRA continuation coverage, those non-disabled family members are also entitled to the 29 month disability extension.

Definition of Qualified Beneficiary: Individuals entitled to COBRA continuation coverage are called qualified beneficiaries. Individuals who may be qualified beneficiaries are the spouse and dependent children of a covered employee and, in certain cases, the covered employee. Under current law, in order to be a qualified beneficiary, an individual must generally be covered under a group health plan on the day before the event that causes a loss of coverage (such as a

termination of employment, or a divorce from or death of the covered employee). HIPAA changes this requirement so that a child who is born to the covered employee, or who is placed for adoption with the covered employee, during a period of COBRA continuation coverage is also a qualified beneficiary.

Duration of COBRA Continuation Coverage: Under the COBRA rules there are situations in which a group health plan may stop making COBRA continuation coverage available earlier than usually permitted. One of those situations is where the qualified beneficiary obtains coverage under another group health plan. Under current law, if the other group health plan limits or excludes coverage for a preexisting condition of the qualified beneficiary, the plan providing the COBRA continuation coverage cannot stop making the COBRA continuation coverage available merely because of the coverage under the other group health plan. HIPAA limits the circumstances in which plans can apply exclusion for preexisting conditions. HIPAA makes a coordinating change to the COBRA rules so that if a group health plan limits or excludes benefits for preexisting condition but because of the new HIPAA rules those limits or exclusion would not apply to (or would be satisfied by) an individual receiving COBRA continuation coverage, then the plan providing the COBRA continuation coverage can stop making the COBRA continuation coverage available. The HIPAA rules limiting the applicability of exclusions for preexisting conditions become effective in plan years beginning on or after July 1, 1997 (or later for certain plans maintained pursuant to one or more collective bargaining agreements)

Effect of this Release: As noted above, the Department is issuing this release to advise employers and plan administrators of their obligation to notify, by November 1, 1996, qualified beneficiaries of these statutory changes. The Department, as matter of enforcement policy, will deem that supplying qualified beneficiaries with a written copy of the information described above (or with a copy of this release) constitutes compliance with the notice requirement in section 421(e) of HIPAA if this information is sent to each qualified beneficiary by first class mail at the last known address of the qualified beneficiary by November 1, 1996.