Collective Bargaining Agreement

Between

City of Stamford

and

International Association of Fire Fighters Local #786

July 1, 1999 - June 30, 2001

BINDING INTEREST ARBITRATION AWARD
CASE NO. 9899-MBA-2002
Issued October 11, 2000

ARTICLE XIX
INSURANCE

1. Health. The City agrees to provide medical benefits to each individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement. The health insurance (excluding vision and dental) will be effective on the first of the month following the employees date of hire. Vision and dental will become effective the first of the month following ninety (90) days from the employee's date of hire.

2. Dental and Optical. The City will provide a PPO dental plan as follows:

Co-insurance		Deductibles	
Class A Expense	100%	Class A	None
Class B Expense	80%	Class B & C	$50/$100
Class C Expense	75%	Orthodontics	None
Orthodontics	50%		

Maximums

Annual Max	$1,500 per covered employee/dependent
Orthodontics	$2,000 lifetime/ per covered employee/dependent

The City shall provide and pay for an optical plan which shall yearly provide the following benefits for the employee and his enrolled dependents:

$ 50.00	for eye exams
$100.00	for eyeglass frames
$ 45.00	for single lenses
$ 75.00	for bifocal lenses
$110.00	for trifocal lenses
$225.00	for contact lenses when medically prescribed

3. Life Insurance. The present contribution ($.07 cents per week per thousand dollars of benefit) made by employees toward premiums under the existing Group Life Insurance Plan shall continue and employees may elect life insurance coverage up to the lowest thousand level of the employee's yearly salary (e.g. if the employee earns $16,500, he/she is entitled to life insurance up to face value of $16,000).

The City shall provide and pay for Group Life insurance plan in the face amount of four thousand dollars ($4,000) for each retired employee.

4. Retiree Benefits.

A. Retiree Benefits

i. Pre Age Sixty-Five (65): The City will make available a P.O.S. insurance plan, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Fire Fighters Retirement Fund.

ii. Post Age Sixty-Five (65): The City will provide supplementary coverage to Medicare, not including dental or optical as outlined in the Summary Plan Description dated June 1996.

B. Retiree Costs

i. Retire Before Age Fifty-Five (55):

a. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.

b. Cost Post 65: The retiree must pay one-third (33.33%) of the cost for the supplementary coverage as referenced in Section A(ii) above.

ii. Retire at or after Fifty-Five (55)

a. Individuals will be required to contribute one percent (1%) of their annual pension, capped at $21.66 per month (which is five dollars ($5.00) per week, 52 weeks per year), towards the cost of such insurance.

C. Each employee, who hereafter retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Fire Fighters Retirement Fund. The City may, at its option, provide a Medicare Risk contract to retirees voluntarily, as an alternative to the supplemental coverage.

5. Waiver of Coverage. An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars ($750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another

group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum payment, the employee may elect to reimburse the City by payroll deduction over a six (6) month period.

6. Employee Contributions. The medical and prescription drug benefit program provided by the City shall include a cost sharing by covered employees beginning in the fiscal year in which the cost of the Point of Service (P.O.S.) program exceeds the current cost to the City based upon a weighted premium equivalent rate for the comprehensive plan and the insured rate for the HMO plans in force. The current single rate determined by United Healthcare for the comprehensive benefit program is $302.28. The current single rate determined by PHS for the HMO benefit program is $229.12. The weighting of the rates are determined by the percentage of employees in the comprehensive program, 49.5%, and the percentage of employees in an HMO program, 50.5%. The current weighted employee cost to be set forth as the base for contribution initiation is $265.33 per month. The current projected single rate (COBRA rate less 2%) for the P.O.S. program is $231.27. The Benefit Manager's Office shall obtain premium equivalent rates (COBRA rate less 2%) for single, two-person and family coverage from the vendor administering the P.O.S. program. The fiscal year in which the premium equivalent rate for a single individual exceeds $265.33, employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis five percent (5%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2.5] times single coverage), respectively for the medical and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits. The base year for purposes of this section will be the calendar year 1997.

7. Administration of Benefits. The City will provide the medical, dental, vision and/or prescription drug benefits as set for in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

8. Flexible Spending Accounts. The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to a maximum of $5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax employee health insurance premiums to the extent allowed by law.

ARTICLE XX
PENSION

1. The present pension plan as provided for in the Charter of the City of Stamford (including provisions with respect to Veterans Reserve), the collective bargaining agreement of 1968, 1970, 1972 and a certain agreement between the parties hereto dated September 12, 1968, shall remain in effect except as provided below.

2. Effective January 1, 1981, or upon approval of the Board of Representatives, whichever is later, all employees thereafter hired shall as a condition of normal retirement have served at least twenty (20) years of service and reached the age of forty-eight (48).

3. No employee who is less than sixty-five (65) years of age shall be retired involuntarily ... Board if he is physically able to perform the duties of any available job