

AGREEMENT

BETWEEN

THE CITY OF MIDDLETOWN, CONNECTICUT

AND

**POLICE LOCAL #1361
OF AFSCME Council 4**

July 1, 2017 THROUGH June 30, 2022

Table of Contents

| | |
|---|----|
| Preamble | 3 |
| ARTICLE 1 RECOGNITION | 3 |
| ARTICLE 2 MANAGEMENT RIGHTS | 3 |
| ARTICLE 3 HOURS OF WORK..... | 4 |
| ARTICLE 4 WAGES | 8 |
| ARTICLE 5 OVERTIME | 9 |
| ARTICLE 6 PRIVATE DUTY | 12 |
| ARTICLE 7 SENIORITY | 14 |
| ARTICLE 8 LAYOFFS | 15 |
| ARTICLE 9 HIRING AND PROMOTIONS | 15 |
| ARTICLE 10 GRIEVANCE PROCEDURE..... | 18 |
| ARTICLE 11 NON DISCRIMINATION..... | 20 |
| ARTICLE 12 NO STRIKE – NO LOCKOUT | 20 |
| ARTICLE 13 MONTHLY MEETING..... | 20 |
| ARTICLE 14 VACATIONS..... | 20 |
| ARTICLE 15 HOLIDAYS | 22 |
| ARTICLE 16 SICK LEAVE | 23 |
| ARTICLE 17 MATERNITY LEAVE | 25 |
| ARTICLE 18 PERSONAL LEAVE..... | 26 |
| ARTICLE 19 DUES CHECK OFF | 27 |
| ARTICLE 20 HEALTH & DENTAL INSURANCE..... | 27 |
| ARTICLE 20A LIFE INSURANCE | 31 |
| ARTICLE 21 UNIFORMS AND CLOTHING..... | 32 |
| ARTICLE 22 LONGEVITY..... | 33 |
| ARTICLE 23 DISCIPLINARY HEARING PRIVILEGES | 33 |
| ARTICLE 24 EDUCATIONAL INCENTIVES | 34 |
| ARTICLE 25 PENSIONS..... | 35 |
| ARTICLE 26 LIGHT DUTY PROGRAM..... | 38 |
| ARTICLE 27 MISCELLANEOUS PROVISIONS..... | 41 |
| ARTICLE 28 UNION SECURITY – AGENCY SHOP | 43 |
| ARTICLE 29 UNION BUSINESS LEAVE..... | 44 |
| ARTICLE 30 DURATION..... | 45 |
| ARTICLE 31 PERFORMANCE EVALUATION SYSTEM | 45 |
| Signature Page | 46 |
| APPENDIX - A - POLICE SALARY SCHEDULE (7/1/17 – 7/1/21) | 47 |
| APPENDIX - B - MEDRX 1 | 50 |
| APPENDIX - D - DEN 1 | 59 |

PREAMBLE

This Agreement, entered into by the City of Middletown, hereinafter referred to as the "**CITY**", and the Middletown Police Local #1361 of AFSCME Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, herein after referred to as the "**UNION**", has as its purpose the promotion of harmonious relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences. The establishment of rates of pay, hours of work, working benefits and obligations; a more effective police service in the public interest and any other issues within the purview of working conditions or conditions of employment.

ARTICLE 1 **RECOGNITION**

SECTION 1 The City recognizes Union Local # 1361 of AFSCME Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining agent, under the provisions of Chapter 561 of the Connecticut General Statutes. The Union recognizes the Mayor and/or his/her designated representative or representatives as the sole and exclusive representative of the City of Middletown, Connecticut, for the purpose of collective bargaining.

SECTION 2 The bargaining unit shall consist of the following: All full-time uniformed permanent employees; and all investigatory permanent employees, including the full-time Animal Control Officers), and probationary employees, of the Middletown Police Department, excepting the Chief of Police, and the Deputy Chief of Police.

SECTION 3 No probationary employee at the entry level shall have access to the grievance procedure on the issue of his/her discharge.

SECTION 4 Members of the bargaining unit shall hereinafter be referred to as the "**EMPLOYEE**" or "**EMPLOYEES**".

ARTICLE 2 **MANAGEMENT RIGHTS**

SECTION 1 Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Mayor and the Common Council by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 3

HOURS OF WORK

SECTION 1 The regular hours of work each day shall be consecutive, except for any authorized interruption for lunch periods.

SECTION 2 The workweek shall consist of five consecutive eight (8) hour days, except for employees in Patrol assigned to the 4-2 schedule.

SECTION 3 In recognition for the daily feeding, cleaning, training, and grooming of a K9, the regular work day for any bargaining unit member assigned as a K9 handler shall be reduced by one hour although said K9 handler shall be credited with having worked a full day. If a K9 handler has a training day, the K9 handler will receive one hour of pay for the care of the K9. If the training is eight hours or more, then the hour in recognition for the daily feeding, cleaning, training, and grooming of the K9 will be compensated at time and one-half.

For the purpose of Vacations (Article 14), Sick Leave (Article 16), Personal Leave (Article 18), and compensatory time, any bargaining unit member assigned as a K9 handler shall have his/her approved time off based upon a seven (7) hour day.

For purposes of Personal Leave under Article 18, the one (1) hour of remaining personal leave time will be converted to one (1) hour of compensatory time.

SECTION 4 The monthly work schedule shall be completed and posted on the Departmental bulletin board not later than twenty (20) days in advance of the date when the working schedule changes.

SECTION 5 Consistent with the operating requirements of the Police Department, the Chief will endeavor to schedule shift assignments and days off equitably among the bargaining unit members, unless otherwise provided for within this Collective Bargaining Agreement.

SECTION 6 The most senior patrol officer on each shift working in the one hundred twelve (112) day rotation Patrol Division, shall be assigned their choice of days off, and will work a 5-2 schedule Said senior patrol officers shall notify the Chief of Police of his/her choice of days off on or before thirty-five (35) calendar days prior to the start of each one hundred twelve (112) day shift period with his/her shift request. If any of the most senior patrol officers on each shift do not elect to choose days off, the option shall be offered to the next senior patrol officer.

SECTION 7 Consistent with the operating requirements of the Police Department, the Chief will give due consideration in seniority, physical condition and personal hardship in making shift assignments.

SECTION 8 During each eight (8) hour tour of duty, employees shall be allowed thirty (30) minutes for lunch.

SECTION 9 The normal work schedules for the Patrol Division will be a four (4) days on, two (2) days off schedule as follows:

| | |
|---------------------------|-------------------------|
| Midnight Shift Early Cars | 10:45 p.m. to 7:15 a.m. |
| Midnight Shift Regular | 11:45 p.m. to 8:15 a.m. |
| Day Shift Early Cars | 6:45 a.m. to 3:15 p.m. |
| Day Shift Regular | 7:45 a.m. to 4:15 p.m. |
| Evening Shift Early Cars | 2:45 p.m. to 11:15 p.m. |
| Evening Shift Regular | 3:45 p.m. to 12:15 a.m. |

- a. At no time will there be any more than three (3) early cars on any given shift.
- b. Other than the Patrol Captain, Patrol Lieutenants, the Traffic CO, the Traffic Officers and senior patrol officer per shift, there will be no fixed days off for anyone assigned to patrol.
- c. For FLSA compliance purposes the City will utilize the 7(k) exemption for Law Enforcement, and will utilize a 24 day “work period” in place of the normal 7 day “work week.” Officers will continue to be paid on a weekly basis. The parties agree that each officer working the 4-2 schedule shall be paid 40 hours straight time pay for all regularly scheduled hours of work. For example, officers that work 42.5 scheduled hours in a pay week based upon the 4-2 schedule (5-8.5 hour days) will be paid 40 hours straight pay. Officers that work 34 scheduled hours in a pay week (4-8.5 hour days) will be paid 40 hours straight pay. Additionally, each officer shall receive overtime pay at the rate of time and one half for each hour or part thereof worked in excess of the officer’s regularly scheduled work hours for any pay week, regardless of whether or not a total of 40 hours were actually worked in a pay week, or for any hours worked in excess of any regularly scheduled hours of any workday. For example, an officer regularly scheduled to work only 34 hours in a pay week based upon the 4-2 schedule, shall receive overtime pay at the rate of time and one half for any hours worked in excess of 34 hours in that pay week.
- d. Officers working the 4-2 schedule will be charged with utilizing eight (8) hours of time used for days off. This includes sick days, vacation days, earned compensatory time, and personal days.
- e. Should any officer work an extra or overtime patrol shift, they will work eight (8) hours, starting at the time of roll call or one (1) hour earlier if an early car, whatever is applicable.
- f. All members assigned to work the 4-2 schedule shall be required to attend two (2) days of additional training (“training days”) per calendar year as part of their regularly scheduled work hours. Said training days will be determined by the Chief of Police or his/her designee, and will be eight (8) hour days.
- g. Training days cannot be assigned on Saturdays, Sundays, or Holidays as defined in the CBA.

- h. No member shall be required to attend more than one (1) training day per 24 day “work period.”
- i. The department must give at least twenty-one (21) calendar days’ notice when assigning a member to a training day.
- j. All officers assigned to Patrol on a 4-2 schedule will be placed on a 5-2 schedule if on light duty.

SECTION 10 Training Days for Members Working a 4-2 Schedule

- a. At the discretion of the Chief of Police or his or her designee, members working four days on and two days off under the 4-2 schedule as set forth herein, may be switched to a Monday to Friday work schedule to accommodate a week-long training class or opportunity.

There may be times when a member’s 4-2 schedule would have given him or her three days off during the training week had he or she not been switched to a Monday to Friday schedule. In such cases, the member shall be compensated an additional eight hours of straight time pay or, in the alternative, the member may choose to receive eight hours of earned compensatory time. If a member has accrued the maximum number of compensatory hours allowable under the CBA, then that member shall receive straight pay as set forth in this Paragraph.

- b. When the circumstances detailed in Paragraph 10b occur, the following shall apply regarding the work day:
 - i. Monday shall consist of an eight hour work day. The applicable overtime rate shall be paid for all excess hours worked.
 - ii. Tuesday through Friday shall consist of eight and one half hour days. The applicable overtime shall be paid for all hours worked in excess of 8.5 hours.
- c. Members switched to a Monday to Friday scheduled as contemplated herein shall receive weekends off for the week so switched. Upon completion of the week-long training, members shall return to their previous rotation in the four day on and two days off schedule.

SECTION 11 In addition to the above-mentioned normal schedules, the Chief will have the authority to create at any point in time a maximum of two (2) additional shifts of squads for the patrol division. If such shifts cannot be staffed with volunteers, personnel will be assigned by inverse seniority.

SECTION 12 The shifts in the Patrol Division will change, per the bid system described within this Collective Bargaining Agreement, every one hundred twelve (112) days.

SECTION 13 At the beginning of each one hundred twelve (112) day shift period, the Police Chief may adjust the assignment of days off, for employees who change shifts, in order to meet the operational needs of the Department.

SECTION 14 Employee(s) may request an exchange of shift for a one (1) day period provided such request is presented forty-eight (48) hours prior to the shift and provided the Chief or his/her representative approve said request.

SECTION 15 Experimental shift schedules and rotations may be implemented if agreed to by both the Union and the City.

SECTION 16 Shift assignments shall be bid according to the following procedure:

- a. Shift bidding is open to all bargaining unit members of the rank of patrol officer, sergeant or lieutenant who are assigned to the Patrol Division, except those members on probationary status resulting from their initial appointment to the department, and those bargaining unit members on an extended absence due to their illness, injury, or any authorized leave of absence.
- b. Bargaining unit members shall bid their shift by seniority as described in Article 7 of this Collective Bargaining Agreement.
- c. Patrol officers, sergeants and lieutenants shall each bid for their respective shifts, but unless otherwise provided for within this Agreement, the City shall retain its right to determine the number of employees required to fill each shift and squad.
- d. The Chief or his/her designee shall post a shift bid list for the upcoming one hundred twelve (112) day shift period, no less than forty-five (45) calendar days prior to the start of each shift period, listing the total number of lieutenant, sergeant and patrol officer positions available for each shift.
- e. Each bargaining unit member shall submit to the Chief, or his/her designee, a bid list stating his/her first, second, and third choice of shifts/squads no later than thirty-five (35) calendar days prior to the start of each one hundred twelve (112) day shift period.
- f. Members of the bargaining unit assigned as K9 handlers shall be allowed to bid for shifts, but the City shall not be required to assign more than one K9 handler to any shift.
- g. Each bargaining unit member's bid or existing shift shall not be changed except:
 - i. For one (1) day changes of shifts/squads per section 10A of Article 3.
 - ii. For bona fide disciplinary actions taken.
 - iii. By agreement between the Chief of Police and the Union.
 - iv. That the Chief of Police may change the shift schedule of an individual bargaining unit member to attend or instruct Police Officer Standards & Training (POST) mandated training.
 - v. That the Chief of Police may change the shift schedule of an individual bargaining unit member to attend or instruct non-mandated training.

- vi. That the Chief of Police may change the shift assignment for a SWAT, SCUBA or K9 officer to attend monthly unit training sessions.
- vii. That the Chief of Police may change the shift assignment consistent with the operating requirements of the Police Department, however, this provision shall not be used in lieu of disciplinary procedures.
- viii. As needed to replace a bargaining unit member due to extended sick or injury leave, retirement or termination within a one hundred twelve (112) day shift cycle provided that the vacant position will be filled in inverse order of seniority.
- ix. During an actual state of emergency declared by the Mayor of the City of Middletown.

SECTION 17 That probationary officers shall be assigned twenty-eight (28) day shift assignments by the Chief of Police or his/her designee, consistent with the operating needs of the Department.

SECTION 18 That members of the bargaining unit failing to submit a shift/squad bid per Section 12(E), shall be assigned to a shift/squad by the Chief of Police or his/her designee, consistent with the operating needs of the Department.

SECTION 19 Members of the bargaining unit transferred into the Patrol Division shall be notified of said transfer, as soon as practicable prior to the start of the shift/squad bidding process.

SECTION 20 Shift/squad bidding forms and appropriate informational material shall be made available to members of the bargaining unit, absent from duty for extended periods of injury or sick leave, if their return to duty is anticipated by the beginning of the upcoming shift period.

SECTION 21 Lieutenants assigned to the Patrol Division subject to the bid system will have as one of their days off either Saturday or Sunday. They will not be subject to the rotating days off as the Patrol Division sergeants and officers are. The Patrol Division lieutenants days off will be determined by the Chief of Police, with input from the lieutenants considered, prior to the bid schedule posted.

ARTICLE 4

WAGES

SECTION 1 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2017 shall be increased by 1.5 percent (1.5%) for the period of July 1, 2017 through June 30, 2018 as set forth in Appendix A, attached hereto and made a part hereof.

SECTION 2 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2018 shall be increased by 3.0 percent (3.0%) for the period of July 1, 2018 through June 30, 2019 as set forth in Appendix A, attached hereto and made a part hereof.

SECTION 3 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2019 shall be increased by 3.0 percent (3.0%) for the period of July 1, 2019 through June 30, 2020 as set forth in Appendix A, attached hereto and made a part hereof.

SECTION 4 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2020 shall be increased by 3.0 percent (3.0%) for the period of July 1, 2020 through June 30, 2021 as set forth in Appendix A, attached hereto and made a part hereof.

SECTION 5 The pay rates and pay ranges for job classes in the bargaining unit in effect as of June 30, 2021 shall be increased by 2.0 percent (2.0%) for the period of July 1, 2021 through June 30, 2022 as set forth in Appendix A, attached hereto and made a part hereof.

SECTION 6 Retroactive pay will be to July 1, 2017 and will only be for regular and replacement wages and overtime, and city private duty overtime paid for by the City of Middletown. It will not include regular private duty overtime.

ARTICLE 5 **OVERTIME**

SECTION 1 Employees who do not work a 4-2 schedule who work in excess of eight (8) hours in one (1) working day, or over forty (40) hours in the five (5) day regular work week, shall receive time and one-half (1 1/2) for any such authorized overtime work. Employees who work a 4-2 schedule will earn overtime as outlined in Article 3, Section 7. Absence from work due to sick time shall not count as time worked for the purpose of calculating overtime regardless of whether the employee works a 4-2 schedule or not.

SECTION 2 An employee called in more than one (1) hour prior to his/her regular day shift hours, or more than two (2) hours prior to other regular shift hours, would be deemed to have been "called back" to work, and be guaranteed a minimum of two and one-half (2 1/2) hours of call back pay at time and one-half (1 1/2) the hourly rate. Said employee will not be assigned a duty other than that related to the specific call-back assignment.

SECTION 3 In the event an employee is required, during a change of work scheduled shift, to work consecutively in excess of eight (8) hours, then such employee shall be paid at the rate of time and one-half (1 1/2) for any hours over eight (8), unless the employee has requested the shift change.

SECTION 4 Any employee who is required to attend in-service training or schooling in excess of his/her regularly scheduled work day or week shall be paid for all hours while attending class at time and one-half (1 1/2) his/her regular hourly rate or compensatory time at time and one-half (1 1/2) at the discretion of the employee. Meetings with supervisory personnel shall be considered training sessions. State mandated training shall be paid at the regular hourly rate.

- a. The amount of compensatory time with which a bargaining unit member is credited may not exceed a total of one hundred and twenty (120) hours. Members of the bargaining unit shall have until June 30, 2013 to reduce compensatory time down to the one hundred and twenty (120) hours.

Compensatory time not reduced by June 30, 2013 shall be paid out to the bargaining unit member.

- b. The City must permit bargaining unit members to use compensatory time upon reasonable notice, provided the bargaining unit member's absence does not create a genuine operational burden on the department.
- c. Compensatory time may only accrue in the following circumstances:
 - As a result of a bargaining unit member receiving training or in the course of training other bargaining unit members.
 - For attendance at meetings authorized or required by the department.
 - In the event a bargaining unit member is held over beyond his/her regular shift.
 - In pre-approved instances at the discretion of the Chief of Police.
- d. A bargaining unit member may not use compensatory time to extend the bargaining unit member's resignation or retirement date. Bargaining unit members do not have the right to cash-in accumulated compensatory time, except upon separation of employment with the City.

SECTION 5 The following procedures will apply in the event of out-of-town travel for training purposes. A Department vehicle will be provided to anyone traveling outside the City for any official police function (training, court, per-se, etc.) if that person is receiving compensation (either monetary or compensatory time).

- a. If the travel distance directly to the site of the official police function is less than the officers' commute from their homes to Middletown Police Headquarters (e.g., officers who live in Windsor and have training in Windsor Locks), officers will be expected to report directly to the official police-related function from home, and will not be entitled to travel time pay or mileage reimbursement.
- b. If the travel distance directly to the site of the official police function is more than the officers' commute from their homes to Middletown Police Headquarters and those officers choose to use their own personal vehicles to go directly to the official police function from home, they will only be compensated travel time for the time it takes to reach the site in excess of the time it would normally take to get from their homes to Middletown Police Headquarters and they will not be reimbursed for mileage without prior written approval from the Administrative Division Commander. (For example, an officer who lives in East Hartford and has training in Enfield may obtain prior written approval to drive directly to training from home, and will be compensated for travel time and mileage in excess of the normal commute from home to Middletown Police Headquarters.
- c. In the rare case there are no Department vehicles available and officers are required to utilize their personal vehicles, they will be compensated for travel time pay and mileage in excess of their normal commute from home to Middletown Police Headquarters. The same will also apply for the return trip, provided the travel time is in excess of the

regularly scheduled day.

- d. For any training-related function, officers will contact the Training Unit for a Department vehicle. For any other official police function, officers will contact the Administrative Captain in advance (or in the Captain's absence, their respective Division Commanders). When utilizing a Department vehicle, officers will be required to sign out the vehicle at the front desk.

SECTION 6 In all overtime assignments, full-time police personnel shall be accorded the right to first refusal on a rotating and equitable basis by seniority. If at any time an employee is skipped in the offering of a private job or regular city rotation, to which he or she would otherwise have been entitled, that employee will be offered the next opportunity to such private duty or city rotation job to insure equitable opportunity for overtime.

SECTION 7 In cases where vacancies are to be filled due to absences by ranking officers or police officers, the vacancies will be filled by an employee of the same rank as the absentee. If a patrol officer vacancy is unable to be filled on a voluntary basis, the vacancy will be voluntarily offered to the next higher rank (Sergeant) prior to following order-in procedures for patrol officers. Patrol Supervisor vacancies will be offered voluntarily through all supervisory ranks prior to following order-in procedures. If an employee of the same rank is not available as a replacement, after exhausting voluntary and order-in procedures, the replacement will be taken from the next higher rank. All overtime assignments shall be made by the Chief or his/her designated representative.

SECTION 8 All employees shall be ineligible for overtime assignments for two shifts after each shift they are on sick leave. See also Article 6, Section 6.

SECTION 9 When it is necessary to order personnel in to work, employees on approved vacation leave and military leave, shall be excluded from the inverse seniority list used for such purposes except in cases of emergency as declared by the Mayor. Personnel on an approved vacation leave of a block of 4 days or more shall not be eligible for order-ins from the end of his or her last regularly scheduled shift prior to the start of vacation until the start of his or her first regularly scheduled shift after the end of the member's vacation. Personnel who are ordered in to work shall be paid at time and one half (1 1/2) the employee's regular rate of pay

SECTION 10 Employee(s) who as the result of the change of daylight saving time or change back to eastern standard time must work an extra hour instead of his/her regular shift hours, shall be paid the extra one (1) hour at time and one-half. Where the employee(s) work one fewer hour instead of the regular shift hours, the employee shall remain on duty for the one (1) hour period at his/her regular hourly rate of pay.

SECTION 11 Court Appearances

- a. Any employee appearing in court shall be entitled to compensation at the rate of time and one-half of their regular rates of pay if:
 - i. They are subpoenaed as a result of their duties as an employee of the City of

- Middletown; or
 - ii. They are not the defendant in a criminal matter before the court;
 - iii. Said time in court is in excess of eight (8) actually worked hours per day or forty (40) actually worked hours per week, except for "call back" situations.
- b. Except for "call back" situations, the employee will be compensated for the number of hours spent in court. The following procedures shall be followed:
 - i. For purposes of this Section, court appearances shall mean: Criminal, Civil, Per Se Hearing, or Workers' Compensation (job-related).
 - ii. Upon receipt of a subpoena, the employee shall immediately submit a copy of same to Scheduling, along with a copy of the case or report they are to testify on. Scheduling shall contact the issuing party and determine if the employee's presence is required. This will be done prior to the close of court at the last court session preceding the date of the scheduled appearance.
- c. On the day of the scheduled appearance, the employee shall check with either Scheduling or the Front Desk to see if his/her appearance is required. Once the employee appears at the court to testify, he/she will sign the court log. Upon completion of testimony in court, he/she will sign out in the court log. The employee will then submit to Scheduling an overtime slip indicating hours spent in court, and the log in - log out time. An employee shall not be required to accept state witness fees or attorney witness fees in lieu of Section 11 payments listed above.
- d. The employee shall also notify Scheduling if the appearance is to continue on any other date. If so, the above procedure must be repeated.

ARTICLE 6

PRIVATE DUTY

SECTION 1 "Private Duty" shall be defined as additional duty worked by sworn members of the bargaining unit, which are paid for by any other organization or department other than the Police Department. It shall be offered on a rotational basis, except among those members who have expressed a desire not to perform such work and except as otherwise provided in Section 6 of this Article. All private duty assignments shall be made by the Chief or his/her designated representative. Periodically, the Chief or his/her designee will review the rotational process to insure it is being administered properly. If at any time an employee is skipped in the offering of a private duty job to which he/she would have been entitled, that employee will be offered the next opportunity to such private duty job to insure equitable opportunity for overtime. If an employee is unavailable for a private duty job because he/she is scheduled to work that shift, he/she shall be skipped without losing his/her place in the rotation.

SECTION 2 All employees shall be ineligible for private duty assignment during the two-shift period following any shift they were on sick leave, or during the period the employee is on light duty status or absent from work due to a work related injury.

SECTION 3 Compensation for private duty shall be at straight time, unless the employee qualifies for overtime under the provision of Article 5, Section 1, in which case compensation shall be at time and one-half (1 1/2) the maximum hourly rate of Patrol Officer for all members who are at the maximum step on the patrol officer salary grade or at a higher salary grade. For those members below the maximum step in the Patrol Officer's salary grade, they shall be compensated at straight time or time and one-half (1 1/2) their regular hourly rate as applicable.

SECTION 4 The Chief of Police may, in lieu of suspending an employee from regular duty, disqualify such employee for an equivalent amount of private duty assignments and resultant compensation.

SECTION 5 Private Duty: Officers hired by an organization other than the Police Department shall be paid minimum of four (4) hours pay. In the event the officer works over four (4) hours but less than eight (8) hours, he shall be compensated with eight (8) hours pay subject to the following provisions:

- a. In the event the officer cannot complete the originally requested work hours due to a scheduling conflict or other circumstances caused by the needs of the department, he/she shall only be paid for the hours actually worked.
- b. If the officer terminates the private duty assignment on his/her own initiative due to illness, personal emergency, etc., he/she shall be paid for only the hours he/she actually worked.
- c. If the officer works more than the originally agreed to hours of work, it must be by the agreement of the hiring party.
- d. Travel time to and from private duty assignments shall not be computed in the total time worked.
- e. It is agreed that non-profit organizations such as schools, churches, and civic organizations shall not be subject to the eight (8) hour minimum payment requirement.

SECTION 6 Should any member of the bargaining unit accept a private duty or rotational job assignment, and subsequently call off said job assignment, he/she shall be penalized as follows. Should any member call off three (3) private duty assignments within a fiscal year, the employee shall be precluded from accepting any private duty assignment for a period of fifteen (15) consecutive calendar days. The penalty for three (3) rotational call offs in a fiscal year will be for fifteen (15) consecutive calendar days of private duty overtime.

The call-off penalty described above shall be waived should a bargaining unit member call off for the following reasons:

- a. Any work/job-related injury except where directly connected to employment by an employer other than the City of Middletown;
- b. Any authorized leave in regards to a death in the family as described in Article 18;
- c. When the said bargaining unit member accepts a rotation overtime assignment, or is called

into work or ordered into work under the provisions of Article 5;

- d. When the said bargaining unit member becomes ineligible to work a Private Duty job/assignment as a result of working three (3) consecutive shifts (or a part thereof);
- e. When the said bargaining unit member is a Union official and is required by the Union to represent the Union and/or a member of the bargaining unit in any official matter;
- f. When an illness affects a dependent child or any family member domiciled in the officer's household as verified by a licensed medical professional's certification.

ARTICLE 7

SENIORITY

SECTION 1 Seniority shall be determined by total length of service in the employee's job classification, except that in the case of vacations and layoffs seniority shall be determined by the employee's total length of service in the department. Probationary employees shall have no seniority but upon completion of the probationary period their names shall be added to the seniority list from the date of appointment as probationary employees.

SECTION 2 Whenever more than one (1) person is appointed to the department on the same day, the seniority of each such person shall be determined by his/her relative academic standing upon completion of training in the police academy.

SECTION 3 Seniority shall not be broken by vacations, sick time, suspension or any authorized leave of absence or any call to military service for the duration.

SECTION 4 Employees who resign voluntarily or who may be discharged for just cause shall lose all seniority; provided, however, that employees who resign in good standing and who are returned to duty before the expiration of one (1) year shall regain their seniority upon paying back to the pension fund all money they withdrew, plus accumulated interest, and provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

SECTION 5 The parties to this Agreement recognize that the principal factors in job assignments are the efficiency and integrity of the police department. Nevertheless, the Chief will give due consideration to seniority, physical condition and personal hardship in making assignments that are not promotional. Such assignments shall not be subject to the grievance procedure.

SECTION 6 The City will annually furnish the Union a seniority list showing names and titles of all employees in the bargaining unit.

ARTICLE 8

LAYOFFS

SECTION 1 When a personnel reduction in the Middletown Police Department is required for whatever reason, employees shall be laid off in the inverse order of length of service, as defined in Article 7 Supra.

SECTION 2 Whenever an employee is laid off, he/she shall be entitled to replace any other employee who has less seniority and is in a lower pay classification, provided, however, that he/she is qualified for such position.

SECTION 3 Employees laid off shall within two years of their termination be accorded preference in being returned to their jobs provided, however, that such job positions are reinstated by the City, in accordance with seniority practices.

SECTION 4 Employees reinstated before the expiration of two years of their layoff shall regain their seniority upon paying back to the pension fund all monies they withdrew, plus accumulated interest, and provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

ARTICLE 9

HIRING AND PROMOTIONS

SECTION 1 The City and the Union shall recognize and adhere to all provisions of ordinances, laws, the police manual and the Personnel Rules and Regulations of the City of Middletown, not otherwise superseded by the terms of this Agreement.

SECTION 2 Promotion to Sergeant shall include, but not be limited to, serving not less than four (4) years as a City of Middletown Police Officer.

SECTION 3 There shall be added to the final score of a Police Officer participating in the examination for promotion to Sergeant one (1) point for each year of service above four (4) years, within the Middletown Police Department, but not to exceed in any event a total of four (4) points.

SECTION 4 To be promoted to Lieutenant, the employee must have served two (2) years as a Sergeant in the Middletown Police Department. While a Sergeant cannot be promoted until he/she serves the two years mentioned above, a Sergeant may take the next scheduled promotional test once the Sergeant has successfully completed the probationary period described in Section 9B.

SECTION 5 To be promoted to Captain, the employee must have served two (2) years as a Lieutenant in the Middletown Police Department. While a Lieutenant cannot be promoted until he/she serves the two years mentioned above, a Lieutenant may take the next scheduled promotional test once the Lieutenant has successfully completed the probationary period described in Section 9B.

SECTION 6 An employee may not be promoted unless he or she is eligible for the promotion on the date of the vacancy.

In the event promotional vacancies cannot be filled because there are no eligible applicants for the examination for such vacancy due to insufficient time in rank, the City may, with the consent of the Union, waive such time requirements for such promotions. The date of vacancy will be determined based on the date the officer previously serving in the position is no longer in that rank for that position according to the City's payroll records. For new positions, the date of vacancy will be determined based on the date the position may be filled according to the Director of Human Resources Division. Before a new position can be filled, pursuant to Charter 15 days must pass following the creation or funding of the position.

SECTION 7 Each applicant for promotional examination shall receive a letter stating his/her actual score and the passing score for the examination; and, if there is any question concerning the grade received by an applicant, then such applicant shall be permitted to see his/her examination paper in the presence of the Director of Human Resources or, in the case of a written exam administered by an outside testing service, shall be given a written response by the outside testing service.

SECTION 8 An employee must pass the written phase of the examination process established for a position in order to proceed to the oral phase.

SECTION 9 The passing point on each phase (oral and written) of the promotional examination shall be seventy percent (70%).

SECTION 10 In any and all promotions, the City shall promote pursuant to a Rule of Five (5). Following an interview and ranking by the Chief of Police of the top five (5) qualified candidates, the Mayor of the City shall select one (1) of those five (5) highest-scoring qualified candidates for each position, and said candidate shall then be replaced by the next highest scoring candidate. The lack of five (5) candidates to fill the selection list shall not preclude the City from utilizing this method for selection.

SECTION 11 When an employee is promoted to the position of Sergeant, Lieutenant, or Captain, such position shall be for a probationary period of one (1) year from the date of promotion. During the probationary period, the promotion may be rescinded for reasonable grounds. Should such decision occur, the affected employee shall be returned to the employee's previous rank with no loss of benefits or seniority that the employee would otherwise have had if such promotion had not been made. The promoted employee shall have the option during this probationary period of voluntarily returning to their former position in the department with no loss of benefits or seniority that the employee would otherwise have had if such promotion had not been made. If an employee returns to his/her previous rank, the time at the promoted rank shall be forfeited, for any future promotions.

SECTION 12 In determining transfers and assignments of employees, the Chief at his/her discretion shall consider the factors of seniority, training, experience and qualifications.

SECTION 13 Promotional exams shall be administered with a predetermined duration. All eligibility lists shall have a duration of two (2) years from the date of the Oral Examination.

SECTION 14 A lateral transfer shall be limited to the Middletown Police Department entry Level positions only. The City and the Union recognize the value of experienced police officers and invite the hiring of prospective candidates for the position of patrol officer. A candidate for lateral transfer must be a certified police officer in the State of Connecticut and must have served a minimum of two (2) years full time in an official law enforcement capacity and must carry a valid Police Officer Certification from the State of Connecticut, Police Officer Standards and Training Council.

- a. Interested candidates for the position of patrol officer shall submit an application for employment listing their experience, training and background.
- b. All qualified candidates may be required to take and pass a written examination and a physical agility test.
- c. A background examination shall be conducted by the Police Department for prospective candidates.
- d. Qualified candidates shall be interviewed by a three member board consisting of:
 - i. The Chief of Police, or Deputy Chief of Police
 - ii. The Director of Human Resources or designee
 - iii. A Union designee

Results of the candidate's background examination as well as a record of the candidate's training, experience and other qualifications shall be made available to the board prior to the interview.

- e. The interview (oral examination) shall be graded on a pass/fail basis and unanimous vote will be required to allow the candidate to continue the selection process.
- f. Candidates passing the oral board will be placed on a selection list pending further vacancies. Upon selection, candidates will receive an offer of employment contingent upon satisfactory completion of physical, psychological, and polygraph tests.
- g. Candidates completing the selection process and hired by the Police Department shall start a salary scale equal to one (1) year for each two (2) years police related experience up to three (3) years (six (6) years' experience).
- h. The entry level candidate's seniority shall be determined by the date of hire to the Middletown Police Department.
- i. Benefits such as (vacation, medical, education incentives, etc.) shall be enjoyed by the candidate upon his/her hiring. The level of benefits shall be the same as the pay grade in years the candidate is hired on. Example: (Candidate enters under a two (2) year step shall be granted vacation time equal to two (2) years on MPD).

- j. The pension level and amount that may be bought back by the candidate shall be equal to the number of years of seniority granted by the City, up to a maximum of three (3) years as described in Section 7 above. Fees for actuarial determination of pension buy back costs will also be borne by the candidate.
- h. The probationary period for lateral hires shall be twelve (12) months from date of hire and the probationary period for entry level hires shall be twelve (12) months from the date of POSTC certification.

SECTION 15 When filling the position of Senior Animal Control Officer (“ACO”), said position shall first be offered through a posting to qualified members of the bargaining unit. In the event that a Police Officer is offered and accepts the position of Senior ACO, he or she shall be placed at the top step. If an Animal Control Officer is promoted to Senior ACO, said person shall be placed at a step in the Senior ACO salary range next higher in salary than the position vacated. If an internal applicant is not chosen for the position, the City will seek qualified applicants through an open competitive process.

ARTICLE 10

GRIEVANCE PROCEDURES

SECTION 1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible in order to expedite the settlement of grievances and to insure efficiency and employee morale.

SECTION 2 A grievance for purposes of this procedure shall be considered to be an employee or union complaint concerned with:

- a. Discharge, suspension or other disciplinary action;
- b. Interpretation and application of rules, regulations and policies of the Police Department; and
- c. Matters relating to the interpretation and application of the articles and sections of this Agreement.

SECTION 3 Any dispute or grievance outlined in Section 2 above, shall be handled as follows:

Step 1 The aggrieved employee, with or without his/her Union Representative, shall state, in writing, his/her case in the form of a statement of facts and claims, within thirty (30) days of knowledge of the event or occurrence which is the subject of the grievance by either such employee or the Union. The grievance shall state the specific articles and sections of the contract which have been violated, how they were violated and what remedy the aggrieved is seeking. Failure to provide the above data shall not affect the arbitrability of the issue however. The grievance shall be sent to the Chief of Police, who will use his/her best efforts to settle the dispute and give his/her answer in writing within seven (7) working days of receipt of such statement of facts. In the event such statement is not submitted to the Chief of Police within such period of

time, such occurrence or event shall not be the subject of a grievance.

Step 2 Within seven (7) working days after the issuance by the Chief of Police of his/her decision with respect to such grievance, should the grievance not be adjusted to the satisfaction of the alleged aggrieved, the employee and his/her Union Representative may submit the grievance in writing to the Director of Human Resources who will use his/her best efforts to settle the dispute and give his/her answer within fifteen (15) working days of such statement of facts.

Step 3 When any party is still aggrieved, such party and union representative may submit the matter in dispute to arbitration by the State Board of Mediation and Arbitration. Disciplinary dismissals may only be submitted to the American Arbitration Association (AAA), such cost incurred for submission to the American Arbitration Association will be borne equally by the City and the Union. However, such matter shall be submitted to either Board within twenty (20) days following receipt of the Director of Human Resources's decision and the decision of either the State Board of Mediation and Arbitration or the AAA shall be final and binding upon all parties.

SECTION 4 The Union Representative may be called in by the Union in the handling of any dispute or grievance.

SECTION 5 Any grievance not presented or followed up through the grievance procedure outlined above shall be deemed waived. If at any step in the grievance procedure the Department or the City fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step, unless time is extended by mutual consent in writing.

SECTION 5A Nothing in this Article is intended to prohibit the City from processing a grievance through the grievance procedures up to and including arbitration.

SECTION 6 At any time during the grievance procedures, either of the parties may request, in writing, a joint conference to expedite resolution of the grievance. The parties will meet thereafter within one (1) week from receipt of notice. The processing of the grievance will be suspended until conclusion of the joint conference.

SECTION 7 The State Board of Mediation and Arbitration and the American Arbitration Association (AAA) shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

SECTION 8 The expense for the State Arbitrator's services and the proceedings shall be borne equally by the City and the Union. If either party desires a verbatim record of the proceedings, at any stage of the grievance procedure, it may cause such a record to be made. The cost of making such transcript shall be borne solely by the party who requested it; unless the other party also desires a copy of the transcript, in which event the party causing the transcript to be made shall supply a copy upon being reimbursed for one-half (1/2) of the cost incurred in obtaining the transcript. Either party may secure the attendance of a stenographer at said proceedings. Attendance of a stenographer shall not require the party securing the attendance of the stenographer to cause a transcript to be made.

SECTION 9 The definition of working days in this Article shall be defined as Monday through Friday, excluding Saturdays, Sundays, and Holidays.

SECTION 10 All reference to days, where working days are not specified, shall mean calendar days.

ARTICLE 11

NON DISCRIMINATION

SECTION 1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital or civil union status, race, color, religion, creed, national origin, political affiliation, union membership, military service or sexual orientation.

SECTION 2 Whenever the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both male and female employees.

ARTICLE 12

NO STRIKE - NO LOCKOUT

SECTION 1 The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the City that would impede the proper functioning of the City government at any time.

SECTION 2 The City agrees that it will not lock out any employees at any time.

ARTICLE 13

MONTHLY MEETINGS

SECTION 1 A meeting of the Chief of Police and the Union Executive Committee shall be held monthly when requested by either of the parties. The purpose of the meeting shall be to promote harmonious relationships between management and employees and to avoid recourse to the grievance procedures.

ARTICLE 14

VACATIONS

SECTION 1 Eligibility and Allowances:

- a. Each employee who enters the employ of the City of Middletown shall earn a vacation allowance based on the schedule below. Employees shall begin to earn vacation allowance immediately upon their date of hire.

- b. Vacation allowances shall be earned annually based on the following schedule:
 - i. Six and two thirds (6.6666) hours per month for all employees having less than two (2) years of service. (Equal to ten (10) days per year)
 - ii. Ten (10) hours per month for all employees having at least two (2) years of service. (Equal to fifteen (15) days per year)
 - iii. Thirteen and one third (13.3333) hours per month for all employees having at least nine (9) years of service (Equal to 20 days per year).
 - iv. Each employee upon completing twenty-one (21) years of service shall receive one (1) additional day vacation, and shall receive one (1) additional day vacation for each year of service thereafter, up to a maximum of five (5) weeks vacation, after twenty-five (25) years of service. (Equal to twenty-five (25) days per year)
- c. Employees who terminate their employment will be paid for all earned vacation time remaining.

SECTION 2 Vacations will be scheduled using the following procedures:

- a. The Chief or his/her designee shall annually, not later than April 1st distribute to the bargaining unit members a vacation request form. Employees shall indicate their vacation preference and such vacation requests shall be approved for each bargaining unit member by the Chief or his/her designee not later than June 1st. Vacation requests for Christmas week will not be approved until the issuance of the four month bid cycle including December 25th. All bargaining unit members shall identify on an annual request form a number of days equal to at least one-half (1/2) the accrued vacation time due them in the fiscal year.
- b. Approval for annual vacation requests shall be based upon seniority (Article 7). The number of vacation requests approved for the same period in each division/bureau shall be at the discretion of the Chief of Police.
- c. Bargaining unit members may swap approved vacation requests with the approval of the Chief of Police. Bargaining unit members may change an approved vacation request period if the desired vacation period is available.
- d. All bargaining unit members will be allowed to automatically carry over all of their earned vacation time up to a maximum of ten (10) weeks, to the next fiscal year. Any accrued vacation time in excess of ten (10) weeks will be forfeited at the end of the fiscal year, and will not be carried over.

SECTION 3 Employees who take their vacations in five (5) day blocks will receive an extra day of vacation (i.e. an employee uses four (4) vacation days and receives an extra day to make the five (5) day block; employees who only have four (4) days vacation on the books may utilize this benefit).

SECTION 4 In accordance with Section 3 above, requests for a five (5) day vacation leave must be made thirty (30) days in advance. Approval or denial, based on the operating needs of the department as determined by the Chief of Police, will be made within two (2) days (excluding Saturdays, Sundays and holidays as recognized in this Agreement), following receipt of the vacation request. Requests not received within the thirty (30) day time frame as stated above, will not be eligible for the vacation bonus as described in Section 3 above.

SECTION 5 Requests for single day vacation leave that is not requested pursuant to Article 14 Section 2 shall be made in writing no later than forty-eight (48) hours prior to the start of the day off requested. The forty-eight (48) hour requirement shall be waived if the request does not cause overtime. Requests for single day vacation leave shall be granted subject to the operating needs of the Middletown Police Department as determined by the Chief of Police. The forty-eight (48) hour notice for single day vacation leave may be waived in the discretion of the Chief in cases of hardship or family emergency.

SECTION 6 No more than three (3) consecutive weeks of vacation, where applicable, may be taken at one time. The fourth (4th) and fifth (5th) weeks, where applicable, may be consecutive to the first (1st) three (3) weeks, only if the Police Chief determines the operating requirements of the Middletown Police Department will permit.

ARTICLE 15 **HOLIDAYS**

SECTION 1 The following Holidays shall be paid holidays:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

All of the above holidays shall be celebrated on the calendar date, with the exception of Veteran's Day, which shall be celebrated on the date recognized by the City of Middletown.

SECTION 2 When an employee works any holiday, he/she shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, in addition to his/her holiday pay. In no case shall the payment exceed twenty (20) hours pay for an eight (8) hour period.

In lieu of holiday pay, an employee may elect to receive a compensatory day off at time and one-half (1 1/2) the regular hourly rate of pay by notifying the Chief or his/her designee in writing at least five (5) days prior to the holiday. If the employee elects a compensatory day off, he/she shall take such day off within thirty (30) days after the holiday, at a time to be scheduled by mutual agreement between the employee and the Chief or his/her designee.

If an employee desires off duty status (excused from the regularly scheduled workday) on one of the above-named holidays, it shall be requested at least fourteen (14) calendar days prior to said holiday, and may be granted at the discretion of the Chief of Police.

An employee who is not assigned to the Patrol Division, and who works on any of the above-named holidays, may be assigned to a uniform patrol assignment on said holidays during his/her regularly scheduled hours for said holiday. Consistent with the operating requirements of the Police Department, said holiday uniform patrol assignments shall be made by the Chief of Police or his/her designee.

SECTION 3 Any unanticipated holiday or day of mourning declared by the Mayor, and celebrated by other employees of the City, other than the Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit in the form of an additional day's (eight (8) hours) pay or eight (8) hours of compensatory time.

For any bargaining unit member to qualify for the eight (8) hours payment or compensatory time, he/she must be scheduled to work on the unanticipated holiday or day of mourning, and complete his/her scheduled shift. The choice of monetary payment or compensatory time is that of the bargaining unit member.

ARTICLE 16

SICK LEAVE

SECTION 1 Sick leave shall be considered to be absence from duty with pay for the following reasons, and will not be considered time worked for overtime purposes as in Article 5, Section 1:

- a. Illness or injury, except where directly connected to employment by an employer other than the City of Middletown;
- b. When the employee is required to undergo medical, optical or dental treatment, then only when this service cannot be accomplished on off-duty hours, or off-duty days;
- c. When the serious illness of a member of the employee's immediate family requires his/her personal attendance, provided his/her personal attendance is supported in writing by a medical authority.

SECTION 2 Each permanent, full-time employee shall be credited with sick leave, with pay, at the rate of one and one-quarter (1 1/4) working day for each completed calendar month of service until the end of the fiscal year. Sick leave earned in any month of service shall be available at any time during any subsequent month.

SECTION 3 Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year, and may be used for the purposes specified herein if and when required. Sick leave shall be granted for absence from duty because of illness, noncompensable bodily injury or disease and exposure to contagious disease.

SECTION 4 Holidays and regular days off shall not be counted in computing sick leave taken.

SECTION 5 When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head one (1) hour before the hour to report for work, as provided in the rules of the department, except where sufficiently extenuating circumstances exist. Sick leave shall not be granted unless such report has been made.

SECTION 6 The City may require sufficient proof for use of sick leave. The City will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse.

SECTION 7 In cases of extreme emergency involving employees who, through serious or protracted illnesses, have used up all accumulated sick leave, compensatory time off, and vacation leave, then an extension of sick leave beyond the maximum provided for in these rules may be granted by the approving authority, as provided for in the City of Middletown Code of Ordinances 20-30 through 20-33. When further extension of sick leave is required, beyond the powers of the approving authority, the matter shall be referred to the Common Council for its action as necessary.

SECTION 8 Sick leaves shall continue to accumulate during leaves of absence, with pay, or during the time an employee is on authorized sick leave, vacation or workers' compensation leave.

SECTION 9 No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal workweek.

SECTION 10 Sick leave shall not accrue for any month the employee is on leave of absence without pay in the aggregate of more than five (5) working days.

SECTION 11 An employee who retires or terminates his/her employment with the City or retires due to a disability shall be paid fifty percent (50%) of his/her accumulated sick leave, excepting, however, that the amount to be paid shall not exceed seventy-five (75) working days. Full payment will be made by the City for any accumulated sick leave at the time of death, in accordance with the limitations contained herein. Payment will be made to the employee's spouse and children in that order.

SECTION 12 There shall be maintained by the Department, a record for each employee of all sick leave taken and accumulated.

SECTION 13 Sick time shall accrue to each employee, in accordance with the provisions of this Article, when on workers' compensation, but shall not accrue beyond twelve (12) months.

SECTION 14 Members of the bargaining unit shall have the option to be paid in cash annually for thirty percent (30%) of the sick leave earned but not taken in the previous fiscal year after the close of each fiscal year. Said thirty percent (30%) of sick leave for which an employee receives compensation under this subsection will be removed from the employee's sick leave account. If the employee wishes to keep all of his/her accumulated sick leave from the previous fiscal year and not receive the monetary option, the full one hundred percent (100%) of unused sick leave shall be added to the employee's sick leave account.

SECTION 15 A retiring employee may take prior to retirement the fifty percent (50%) of accumulated sick leave not to exceed seventy-five (75) working days in the form of time off with pay rather than additional compensation. When an employee assigned to a 4-2 Patrol schedule decides to utilize this option, the employee's sick time will be charged based on a 5-2 schedule.

ARTICLE 17 **MATERNITY LEAVE**

SECTION 1 A pregnant employee must provide the Chief of Police with prior notice of an expected birth. A notice in writing with the following information will be submitted to the Chief of Police with a copy to the Director of Human Resources:

- a. The expected date of delivery
- b. Anticipated use of sick leave, vacation, personal leave and leave absence without pay.
- c. Anticipated date of leave and date of return to work.

SECTION 2 A pregnant employee who gives written notice to the Chief of Police and it is determined by her personal attending physician that continued performance of her regular duties may cause injury to the employee or her fetus shall be given a light duty assignment.

SECTION 3 An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

SECTION 4 An employee shall not be obligated to use vacation or other personal leave time in order to be granted a maternity leave. Employees shall not be precluded from using accrued sick leave, vacation or personal leave or any accrued time for child bearing leave. Employees shall not be precluded from using accrued: vacation, personal time or sick time to extend periods of childbearing leave.

SECTION 5 Subject to the employee's personal physician's statement that the employee is physically unable to return to work, employees shall not be precluded from using accrued sick leave during periods of childbearing leave.

SECTION 6 An employee will be granted upon their request, up to three (3) months unpaid leave to care for their newborn. Medical, dental, and life insurance coverage will be continued for the three (3) months of paid leave on the same basis as during active employment. Employee's job position will be held for said employee throughout the three (3) month unpaid leave of absence.

SECTION 7 A male/female employee shall be entitled to use accrued sick days for the birth of their child.

SECTION 8 Employees may be granted a leave of absence when adopting a child. Employees shall not be precluded from using accrued sick, vacation and personal leave for the adoption of a child.

SECTION 9 Any additional benefits provided by the revised Personnel Rules upon their adoption shall supplement this Agreement.

SECTION 10 Leave granted and taken under this Article shall be considered Federal Family and Medical Leave Act (FMLA) leave and shall count towards the twelve (12) week statutory entitlement.

ARTICLE 18

PERSONAL LEAVE

SECTION 1 Not more than three (3) consecutive working days of leave with pay will be granted to an employee who has a death in his/her immediate family, for the purpose of attending funeral services. Immediate family is defined for the purpose of this section, to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, aunt, uncle and any relative domiciled within the employee's household.

SECTION 2 In the event the funeral for a member of the immediate family is out of state, an extra day, or as many days of leave with pay as is deemed necessary by mutual agreement, shall be allowed.

SECTION 3 Employees are entitled to four (4) personal leave days. The days can be utilized for any private or personal matter the employee chooses. The days are to be given with pay and cannot be accumulated.

SECTION 4 Employees are to provide their department heads with reasonable notice when they wish to have these personal leave days, and it shall not be required that the employees disclose their reasons for such a request.

SECTION 5 Employees who complete six (6) months of service shall be entitled to one (1) personal leave day and upon completion of one (1) year or more of service shall be entitled to three (3) additional personal leave days.

SECTION 6 When it is necessary to order personnel into work, employees on approved personal leave will be excluded from the inverse seniority list used for such purposes, except in cases of emergency as declared by the Mayor.

ARTICLE 19

DUES CHECK OFF

SECTION 1 The City agrees to deduct from the pay of all employees covered by this agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. Said dues are subject to upward or downward change exclusively by the Union. When an employee does not have sufficient money due him after deductions required by law, union dues for such deduction periods shall be deducted in the first dues deductions pay period in which the employee has sufficient funds due him.

SECTION 2 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Union shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such amounts from the City.

SECTION 3 The deduction for each and any month shall be made during the third payroll week of said month and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practical, but not later than the last day of the same month.

ARTICLE 20

HEALTH & DENTAL INSURANCE

SECTION 1 The following health insurance, dental insurance, and prescription coverage shall be made available to members of the bargaining unit, their spouses, and their eligible dependents (to age 25) according to their enrollment based upon the provisions set forth below:

The bargaining unit member shall, at the time of hire and/or during the City's annual open enrollment period (or at other times in the case of a qualifying event for the bargaining unit member), elect to enroll him/herself and his/her eligible dependents in a health plan with access to a national provider network that includes the features and copays described in Appendix MEDRX1 and a dental plan as described in Appendix DEN 1, attached hereto and incorporated herein.

- a. A \$20 Office Visit Medical Plan, as described in Appendix MEDRX 1, attached hereto and made a part hereof. Co-pays shall be as follows: \$20 co-pay per in network office visit, \$100 co-pay for emergency room visits; \$100 copay for urgent care; and \$250 co-pay for in-network hospital stay. This health plan shall go into effect on or before the sixtieth day following ratification of this contract by the Council.
- b. This plan also includes a prescription drug benefit, also described in Appendix MEDRX 1. The prescription drug benefit requires copays for a thirty day supply (at the drug store) or \$5 generic, \$20 preferred brand, and \$35 non-preferred. The following co-pays shall apply for a 90 day supply through mail order: \$10

generic, \$40 preferred brand, \$70 non-preferred. The prescription drug benefit shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for the mandatory generic exception from the City's pharmacy benefit manager ("PBM"). In addition, the "Preferred National" (closed) Formulary, which will be updated annually, will apply.

- c. A Dental Plan as described in Appendix DEN 1, attached hereto and made a part hereof.

SECTION 2 The health insurance described above in Section 1 of this Article shall be provided under the following conditions:

- a. The health insurance described in Section 1 of this Article (except the prescription drug benefit and dental plan) shall be provided on a fully insured or self-insured basis to the extent practicable based on cost considerations and availability of plan design and benefit levels compared to the plan presently in effect, unless mutually agreed to by both the City and the Union, and the premiums for the health and dental insurance coverage shall be paid for by the City, except as otherwise provided for in this Article.
- b. Members of the bargaining unit shall pay, by weekly payroll deduction, a Premium Cost Share based upon a percentage of the health and dental insurance premiums charged by the carrier(s) for the coverage of the bargaining unit member and his/her eligible dependents. This percentage shall be:

During this contract, members who elect health insurance shall pay the following premium cost share:

- For the period covering from July 1, 2017 and through June 30, 2018, the members shall pay eleven percent (11%) of the premium rate in effect from July 1, 2017 through June 30, 2018.
- For the period covering from July 1, 2018 and through June 30, 2019, the members shall pay twelve percent (12%) of the premium rate in effect from July 1, 2018 through June 30, 2019.
- For the period covering from July 1, 2019 and through June 30, 2020, the members shall pay twelve percent (12%) of the premium rate in effect from July 1, 2019 through June 30, 2020.
- For the period covering from July 1, 2020 and through June 30, 2021, the members shall pay thirteen percent (13%) of the premium rate in effect from July 1, 2020 through June 30, 2021.
- For the period covering from July 1, 2021 and through June 30, 2022, the members shall pay thirteen percent (13%) of the premium rate in effect from July 1, 2021 through June 30, 2022.

- c. In the event the benefits referenced in Section 1 of this Article are changed by the insurance company, and said changes are other than minor administrative revisions and updating, or as required by law, the City agrees to negotiate said changes.

SECTION 3 The City may elect to change carriers for any of the benefits specified in this Article, provided that the coverage is at least equivalent to the coverage in effect immediately prior to change. It is understood by both the City and the Union that the term "equivalent" does not mean identical, but rather comparable in terms of the plan design and benefit level. The City agrees to give the Union reasonable notice prior to any change in carriers).

SECTION 4 Bargaining Unit Members who are eligible for compensation and medical care under Section 7-433c of the Connecticut General Statutes shall utilize their group health insurance as outlined in this Article for medical expenses required to be paid under the Statute. The City will pay any medical expenses required to be paid under Section 7-433c of the Connecticut General Statutes that are not covered by the group health insurance plan. The bargaining unit member shall be reimbursed by the City for any medical expenses which would otherwise have been paid by group health benefits which have been exhausted because said bargaining unit member utilized such insurance benefits to pay expenses under Section 7-433c of the Connecticut General Statutes.

SECTION 5

- a. The City shall implement and maintain a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a medical spending account which may be utilized by bargaining unit employees in -connection with their deductible and co-payment amounts for the plans listed in the Section 1 of this Article and also will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums under Section 2(b) of this Article for those employees who complete and sign the appropriate wage deduction form.
- b. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan described in Section 5(a).
- c. The City and the Union agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the Collective Bargaining Agreement.

SECTION 6 Subject to the limitations and provisions of this Article, the spouse and children of a deceased bargaining unit member or pensioner shall receive the medical insurance coverage to which such spouse or children would have been entitled were such bargaining unit member or pensioner still alive, until such spouse remarries or such children are no longer eligible for coverage as eligible dependents.

SECTION 7 The City shall provide health insurance coverage for pensioners as set forth below. For all pensioners who are age sixty-five (65) or older, and who are eligible for Medicare, the insurance coverage provided by the City shall be supplemental to Medicare. All premium cost shares, as referenced in paragraphs (b) through (f) below, shall be deducted monthly from the pensioner's pension payment.

- a. All pensioners who retire from the City on or after July 1, 2006, and their enrolled eligible dependents, shall be provided the same insurance coverage as active employees, subject to the same coverage, limitations and co-payments, as the same may be amended from time to time, as that of active employees. Premium cost shares will be as set forth below.
- b. For employees who become pensioners on or after September 8, 2008, who did not select Option 1 by January 6, 2009, shall be deemed to have elected Option 2, and such determination shall not be subject to the grievance procedure.

Option 1: The pensioner shall pay the same percentage premium cost share that applied on his or her last day of active employment, for life. Such percentage shall be multiplied by the applicable monthly premium, as such premium may change from time to time. Pensioners subject to Option 1 shall have standard pension benefits as set forth in Article 25, Section 1.

Option 2: The pensioner shall pay a percentage premium cost share based on age at retirement, as hereinafter set forth. Such percentage shall be multiplied by the applicable monthly premium; as such premium may change from time to time. The percentage premium cost share shall be determined as follows:

| <u>Age at Retirement</u> | <u>Percentage Paid by Pensioner</u> |
|--------------------------|--------------------------------------|
| Under 45 | 100% |
| 45-47 | 75% |
| 48-49 | 50% |
| 50-51 | 35% |
| 52 and up | Same % as actives, not to exceed 25% |

Once determined at retirement, the above percentages shall not change for the life of the pensioner, except for those who retire at age 52 and up, whose percentage shall change with the percentage applicable to active employees, but shall not exceed twenty-five percent (25%).

Pensioners subject to Option 2 will have enhanced pension benefits as set forth in Article 25, Section 2.

- c. Employees who are hired on or after January 6, 2009, and who retire thereafter and are eligible for health insurance coverage, shall pay a premium cost share determined in accordance with Option 2, as set forth in paragraph (c) above.
- d. Any pensioner who is gainfully employed in a capacity where he/she is provided group health insurance benefits that are equivalent (as defined in Section 3 of this Article) to those health insurance benefits provided to the pensioner by the City at

the determination by the City's Risk Manager, shall, within thirty (30) days, notify the City that he/she no longer needs to be covered by the insurance provided by the City or begin to contribute a premium cost share of twenty-four percent (24%) of the cost of the health insurance premiums charged by carriers) to the City, or such higher percentage as is determined in accordance with Option 1 or Option 2 set forth in paragraph (c) above, whichever may apply to the pensioner in question.

- e. In the event the pensioner ceases to be employed where an equivalent group health insurance is provided, he/she shall be reinstated to the same group health insurance program as active employees, pursuant to paragraph (a) of this Section. The City shall be solely responsible for any fees or costs that are assessed for the reinstatement of a pensioner. Should any pensioner fail to notify the City of such equivalent health insurance coverage, as foresaid, he/she shall be liable to the City for the difference between what he/she paid and twenty-four percent (24%) of the cost of the health insurance premiums charged by carriers) to the City as set forth above, or such higher percentage as is determined in accordance with Option 1 or Option 2 set forth in paragraph (c) above, whichever may apply to the pensioner in question.
- f. In the event that medical insurance benefits are discontinued for active employees, any employee who retires on or after July 1, 2006 will continue to receive the medical insurance benefits (coverage, limitations and co-payments) they enjoyed immediately prior to the discontinuance of medical insurance benefits for the bargaining unit, subject to a premium cost share determined in accordance with paragraphs (b), (c), (d) or (e) above, whichever is applicable to the pensioner in question.

SECTION 8 All members hired on or after July 1, 2017, shall pay into the City's OPEB (Other Post Employment Trust) one percent (1%) of their base pay as of the date of ratification of this Agreement through weekly payroll deductions. This deduction will occur regardless of whether the member has elected to enroll in the City's health plan as described above. This deduction will end once the member retires or terminates employment with the City.

ARTICLE 20A **LIFE INSURANCE**

SECTION 1 Effective July 1, 2007, the City shall provide each member of the bargaining unit term life insurance coverage in the amount of two (2) times the employee's annual base salary, rounded to the nearest thousand dollars (\$1,000), for which the employee shall pay five dollars (\$5) per month by payroll deduction.

SECTION 2 Each bargaining unit member shall also receive term life insurance coverage of five thousand dollars (\$5,000.00) on said bargaining unit member's spouse and term life insurance coverage on dependent children according to the following schedule:

| <u>Age of Dependent Child</u> | <u>Amount of Coverage</u> |
|-------------------------------|---------------------------|
| 14 days-6 months | \$300.00 |
| 6 months-2 years | \$600.00 |
| 2 years- 3 years | \$1,200.00 |
| 3 years-19 years* | \$1,500.00 |

(*23 years if attending school on a full time basis)

SECTION 3 The City shall provide each pensioner who retires on or after January 1, 2007 a term life insurance policy in the amount of two (2) times the base annual salary the pensioner was paid as an employee immediately prior to his retirement, for which the pensioner shall pay five dollars (\$5) per month by deduction from his/her monthly pension payments.

SECTION 4 Bargaining unit members or pensioners may elect to waive or reinstate the life insurance coverage offered and/or provided within this Article, but only during an open enrollment period (usually during the month of June of each year).

ARTICLE 21

UNIFORMS AND CLOTHING

SECTION 1 New members of the Department will be outfitted completely for the first year as determined by the Chief. In the event that he/she terminates his/her service within two (2) years of his/her initial appointment, the uniforms will be returned.

SECTION 1A Upon appointment, the City shall pay on behalf of any new member of the bargaining unit who does not already own a serviceable ballistic vest, up to six hundred dollars (\$600.00) for the purchase of one (1) ballistic vest. In the event that he/she terminates his/her service within two (2) years of his/her initial appointment, the ballistic vest shall be returned to the City.

SECTION 2 Clothing Allowance.

- a. Each bargaining unit member shall be granted one thousand two hundred fifty dollars (\$1,250) per year for annual clothing allowance to be paid in July of each fiscal year.
- b. Should any bargaining unit member resign or retire during a fiscal year, he/she shall retain twenty-five percent (25%) of his/her clothing allowance for each quarter or portion thereof for which he/she worked.
- c. Bargaining unit members when in uniform will be required to wear a clean, neatly pressed uniform in good repair. Bargaining unit members in an assignment other than the Patrol Division shall maintain a current Patrol Division uniform of the day.
- d. Nothing in this Section shall be construed to authorize any bargaining unit member more than one (1) clothing allowance in any fiscal year.

SECTION 3 The City shall reimburse any employee for loss or damage to clothing and/or personal property suffered while actively engaged in police work, except under circumstances indicating a lack of diligence. Each claim for clothing and/or personal property must be supported with reasonable proof of loss and of the depreciated value of clothing and/or personal property, and shall be subject to provisions pertaining to the proving of such claim. The ceiling on claims pertaining to sunglasses under this clause is limited to seventy five (\$75.00) dollars.

SECTION 4 The City shall reimburse any employee for loss or damage to jewelry suffered while actively engaged in police work, except under circumstances indicating a lack of diligence. Each claim for jewelry must be supported with reasonable proof of loss and of the depreciated value of the jewelry, and shall be subject to provisions pertaining to the proving of such claim, the maximum amount subject to reimbursement under this clause shall be fifty (\$50.00) dollars per item.

SECTION 4A Prescription glasses worn by members of the Union will be replaced and/or repaired by the City when the glasses are damaged and/or broken while the Union member is actively engaged in police duties and the damage to the prescription glasses is not due to a lack of diligence by the Union member. The City will pay a maximum of five hundred dollars (\$500.00) towards the replacement or repair with the understanding that the replacement glasses, if damaged beyond repair, are of the same type and price as the glasses being replaced and, whenever possible, the same frames and/or lenses are used to repair the prescription glasses if the glasses are not damaged beyond repair.

SECTION 5 In the event of a major change in regulation uniform, the City will outfit the Department under the terms of Section 1 of this Article.

ARTICLE 22 **LONGEVITY**

SECTION 1 Effective and retroactive to July 1, 2017, full-time permanent employees in the classified service shall be eligible for the following stipend:

- a. \$1400.00 Longevity payment after fifteen (15) years of service;
- b. \$1700.00 Longevity payment after twenty (20) years of service.

ARTICLE 23 **DISCIPLINARY HEARING PRIVILEGES**

SECTION 1 The Chief of Police may suspend from duty, members of the department, for a maximum often (10) working days. Prior to the imposition of discipline by the Chief, an employee shall have the right to a pre-disciplinary hearing or Loudermill hearing. If the Chief makes a recommendation greater than a ten (10) working day suspension, the Mayor shall conduct a disciplinary hearing in accordance with this Section ("Article 23 hearing").

SECTION 2 At least seven (7) days prior to any hearing, the accused member and the Union shall be provided with written notice of the date, time, and location. In addition, the City shall provide a copy of the charges, reasons for the proposed disciplinary action, and all supporting materials upon which the proposed disciplinary action is based.

SECTION 3 All hearings shall be mechanically recorded. If the Chief chooses to conduct a Loudermill hearing, it shall be informal and shall be closed to the public. Witnesses are not allowed, although the Union shall have the right to present documents and testimony from the accused member. In the event that the Mayor chooses to conduct an Article 23 hearing, both the City and the member/Union shall be able to call witnesses and have the right and choice of representation. Witnesses shall be sworn. An Article 23 hearing shall be closed to the public, unless the member requests that it be open.

SECTION 4 In the event that a member requests a representative of the Union to be present at a hearing, the representative may attend without loss of pay.

SECTION 5 Disciplinary action imposed by the Chief of Police may be grieved commencing at Step 2 of Article 10, Section 3. Disciplinary action imposed by the Mayor may be grieved at Step 3.

SECTION 6 If a member is ordered to provide a written report of the employee's version of the events in connection with a Loudermill or Article 23 hearing, the member may have the assistance of Counsel or the Union in preparing such a report.

SECTION 7 The Chief of Police may place a member on Administrative Leave with pay for up to ten (10) days. If the Chief determines that the need for the leave should be extended, a recommendation shall be made to the Mayor. In the event that the leave is extended, the Union shall have the right to grieve the decision directly to arbitration.

SECTION 8 The City and the Union agree that a Supervisor's Observation Report ("SOR") shall remain active for one (1) year. After said year, the SOR cannot be used toward progressive discipline or for promotional consideration. It is understood by both parties that SORs may result in an IA and/or discipline. Any resulting IA and/or discipline will remain in the member's file. All positive SORs will remain active for the member's tenure with the City. For those SORs that are no longer active, a cover sheet shall be added to the SOR stating that it is no longer active.

ARTICLE 24

EDUCATIONAL INCENTIVES

SECTION 1 Incentive pay is to be paid to members of the bargaining unit who have obtained an Associate's degree, Bachelor's degree or Master's degree from an accredited college or university in any of the following fields of study: (1) Police Science (2) Police Administration (3) Law Enforcement (4) Public Safety (5) Public Administration (6) Criminal Justice (7) Justice & Law Administration (8) Sociology (9) Management (10) Business Administration (11) Psychology (12) Any degree approved by the Chief. The amount of incentive pay to be paid to a bargaining unit member shall be as follows:

- a. ASSOCIATES DEGREE: \$400.00 per year
- b. BACHELORS DEGREE: \$800.00 per year
- c. MASTERS DEGREE: \$1100.00 per year

SECTION 2 For the purposes of this Article an accredited college/university is any authorized by the state where it is located to grant associate, bachelors and master's degrees in fields of study listed in Section 1, and is accredited by the New England Association of Colleges, private schools and secondary schools or its successor organization, or an equivalent association or organization for the area in which the college/university is located.

SECTION 3 Upon successful completion of courses necessary to complete or achieve a degree in any field listed in Section 1, an employee will be reimbursed up to six hundred and fifty dollars (\$650.00) per semester for tuition, books, and fees. Evidence of successful completion is defined as a grade of 70 (or its equivalent) or better, and must be supplied to the Department within one (1) month after receipt of grades.

SECTION 4 Employees will be reimbursed up to a maximum of three hundred and fifty dollars (\$350.00) per year for the expenses of job related, non-degree connected courses. Such courses must be approved by the Chief in advance.

ARTICLE 25 **PENSIONS**

SECTION 1 The pension benefits shall be provided for in the "Employees' Pension Fund of the City of Middletown" except it is agreed to:

- a. Change the requirement for a spouse to receive a survivorship benefit that the spouse must have been married to the deceased member for at least one (1) year from the present three (3) year requirement.
- b. All present bargaining unit members shall be eligible to vest their pension contributions after ten (10) years of service and shall be able to receive a pension benefit at age (65), or may elect to have paid to them an amount equal to their contributions, plus regular interest compounded annually, as provided for in Section 5 of the pension plan. But in those cases where a member leaves the employment of the City after twenty (20) years of service he or she shall be eligible to receive a pension benefit on the earliest date on which he or she could have normally retired had he or she remained in the service of the City, or may elect to have paid to he or she an amount equal to his or her contributions, plus regular interest compounded annually, as provided for in Section 5 of the pension plan.
- c. Pension benefits for all employees who retire shall be calculated on the basis of the three (3) highest consecutive years of service.

- d. All members of the Union will be afforded an opportunity to retire from the City of Middletown after twenty (20) years of continuous and active service.
 - e. For pension benefit calculation purposes, all members of the Union who retire will receive a pension calculation rate of two and one-half percent (2.5%).
 - f. No pension payable to a member on account of being totally and permanently disabled as a police officer shall be authorized unless said disability occurred during the performance of said job-related police duties pertaining to employment with the City, and arose out of and in the course of said employment with the City.
 - g. No duty disability pension will be payable unless and until the member has first applied for workers compensation and either had the claim accepted by the City, or been awarded compensation by the Workers Compensation Commission, with all administrative and legal appeals exhausted or waived, or reached full and final settlement with the City on the amount of workers compensation to be paid. If the injury forming the basis of the disability claim is not recognized under Connecticut's workers compensation statute, it will not be payable.
- i. In order to be eligible for a duty disability pension, the member must have at least two impartial medical examinations from medical doctors, one of whom may be the member's treating physician, provided that the physician is in the City's network of approved workers compensation physicians. The medical doctors must conclude to a reasonable degree of medical certainty that the member is totally and permanently disabled as a police officer.
 - ii. If the first medical examination indicates that the member is disabled, a second medical examination will be selected by the City, with the doctor to be selected by the City. If the first and second medical examinations disagree as to whether the member is totally and permanently disabled as a police officer, a third, and final, impartial medical examination, will be selected by the Workers Compensation Commissioner. If the Workers Compensation Commissioner does not select a third impartial medical examination, then the City will commission one from a list of approved specialists, approved by the Workers Compensation Commission. The determination of disability will be based on the job description for a police officer as utilized by POSTC at the time of the disability.
 - iii. Any impartial medical examination must conclude to a reasonable degree of medical certainty that the applicant either is or is not totally and permanently disabled as a police officer. Should an examining doctor fail to so conclude, the City will make a one-time request that the doctor clarify the opinion to provide a firm conclusion in the affirmative or the negative. If no firm conclusion is provided, the report will not be considered to be and will not count as an impartial medical examination.

- h. The annual rate of pay received by members who are totally and permanently disabled as a police officer will be sixty-six and two-thirds percent (66 2/3%) of annual rate of base pay at the time of retirement, as measured by the date on which the Retirement Board approves the duty disability retirement, or seventy percent (70%) of the average annual pay received during the four (4) consecutive highest years of service, whichever is lower. If the member's normal retirement provides a higher annual rate of pay, the member may elect a normal retirement.
- i. Under no circumstances will the maximum pension for a bargaining unit member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City exceed seventy percent (70%) of the average annual pay received during the four (4) consecutive highest years of service.
- j. A member's request for a duty disability retirement must be made on a form to be provided by the City. The form will require certification from the Office of the General Counsel that the workers compensation process has concluded pursuant to subsection (g). The form will also require notarized certification from the applicant that he or she has a good faith belief that he or she is totally and permanently disabled as a police officer. Once completed, the form and application will be submitted to the City's Retirement Board, whose decision shall be final. The Board may consider only the two impartial medical examinations (if they are in agreement) or the three impartial medical examinations (if the first two are in disagreement) set forth in subsection (g), and may not consider any other medical examinations. The City and the member will submit any and all relevant evidence to the impartial medical examiners and Board for consideration, which may include, but is not limited to, internal affairs, surveillance, and personnel materials. If there is a disagreement about relevance, the Union and the City will submit the disagreement within 10 days to binding arbitration through AAA or to a mutually agreed upon arbitrator, with all costs to be split equally. Upon request of the City, members claiming a duty disability are required to provide an affidavit certifying that they are eligible to receive a disability pension and that they are not capable of working as a police officer, as well as their W2's and tax returns. Failure to provide such documentation when requested will result in the termination of the duty disability pension, as will documentation or evidence that the member is not totally and permanently disabled as a police officer.
- k. For pension computation purposes, a member's rate will be determined based on base pay and will not be affected by any time, during the computation period, which the member may have been out of work on a workers' compensation injury. The employee contribution shall be six and one half (6.5%) percent. The City will make available to employees, pursuant to Internal Revenue Service's Code 414(h) (2), the opportunity for each member to defer, for federal income tax purposes, income received during the calendar year in an amount equal to the employee's contribution to the pension program.
- l. Base pay, for pension computation purposes shall include any and all longevity payments made to the bargaining unit member. (Longevity payments are identified in Article 22,

Section 1 of this Collective Bargaining Agreement.)

- m. Base pay, for pension computation purposes shall include any and all holiday payments made to the bargaining unit member. (Holiday payments are identified in Article 15, Sections 1 and 2 of this Collective Bargaining Agreement.)

SECTION 2 For all bargaining unit employees hired on or after September 8, 2008, and for all other employees who elected or are deemed to have elected Option 2 under Article 20, Section 7(c) of the 2006-2011 or 2011-2013 Agreements, the benefit described in Section 1 above shall be enhanced in the following respects:

- a. The seventy percent (70%) maximum pension benefit shall be increased to eighty percent (80%) for employees who have completed thirty-two (32) years of service ($32 \times 2.5\% = 80\%$).
- b. The term "base pay" for pension computation purposes under this Section shall include four percent (4%) of redlined (replacement) overtime pay for the years of service included in such computation.

ARTICLE 26 **LIGHT DUTY PROGRAM**

SECTION 1 The transitional light duty work program seeks to provide temporary assignments to light duty work for sworn employees of the Police Department who are injured and cannot fulfill their assigned duties. Except as specifically expressed in this Article, no distinction shall be made between light duty arising from work related injuries or illness and light duty arising from non-work related injuries or illness. The light duty program also covers sworn employees released for partial day light duty work assignments arising from work related and non-work related injuries or illness. Light duty assignment requests may be made by the employee or, in connection with work related injuries, by the Risk Manager's Office.

SECTION 2 When an employee makes a request for a light duty assignment for either a work or non-work related injury or illness, the sworn employee shall furnish to the Chief of Police or his or her designee a memo requesting a light duty assignment. This memo must include a certificate from his/her treating physician which shall indicate, in the treating physician's professional opinion, that the sworn employee requesting the light duty assignment:

- a. Should be placed on light duty, and is capable of performing the light duty involved without violating any medical restrictions; and
- b. Will be able to perform the full duties of the sworn employee's regular position within six (6) months.
- c. The certificate from the treating physician shall also specify any related medical restrictions that have been placed on the sworn employee requesting the light duty assignment.

Upon receiving such information, the Chief of Police or his or her designee, will determine if the request can be accommodated with police related work and fits within the requirements of this Article.

SECTION 3 The storage of the light duty requests and medical/physicians' certificates associated with same will be kept in a medical file in the Office of the Professional Standards and Training unit of the Police Department. The City's Risk Manager shall also maintain a copy of any and all light duty requests and medical/physicians' certificates associated with work-related injuries for which a sworn employee is seeking workers' compensation benefits. It is the responsibility of the employee to notify the Chief of Police or his or her designee of any change in their work status associated with work related injuries on the same day their status changes. Failure to do so will result in the employee having to use his or her own sick, vacation, or personal time for any days in which he or she should have reported to work according to the doctor's work status change note.

SECTION 4 Upon receiving a request for light duty, the Chief of Police or his/her designee in the Professional Standards and Training unit of the Police Department must make the following findings before granting a light duty assignment request:

- a. That the sworn employees injury or illness is expected to require light duty for a period greater than one (1) week, but less than six (6) months.
- b. Whether an appropriate light duty assignment can be identified, and
- c. That the employee is suitable for and capable of performing that light duty assignment.

SECTION 5 The Chief of Police may, at his/her discretion, utilize the assistance of any division commander, the training officer, and/or the City physician to identify suitable light duty work assignments for a specific sworn employee requesting light duty. The Chief or his/her designee may, at any time, require an examination of the sworn employee by a licensed physician as determined by the Chief of Police or his/her designee for the purpose of clarifying said sworn employee's eligibility for a light duty assignment.

SECTION 6 Sworn members will not be required to perform the duties of other City bargaining units while assigned to light duty within the Police Department.

SECTION 7 For non-work related injuries, employees shall be encouraged to utilize their accumulated sick time but are not required to use such time if they enter the light duty program and report to work under such program.

SECTION 8 The Chief of Police or his or her designee may, at his or her discretion, extend a sworn employee's light duty assignment for up to an additional six (6) months by utilizing the aforementioned procedure. However, this additional six (6) months is a maximum and in no case shall a sworn employee remain in transitional light duty for more than one (1) year for the same conditions(s) which originally made the sworn employee eligible for transitional light duty work.

SECTION 9 Once a light duty assignment has been identified for a sworn employee requesting light duty, the Chief of Police, or his/her designee in the Professional Standards and Training unit in the Police Department, will provide the sworn employee with the name of the division commander to whom he/she is to report for the light duty assignment and the date, time and location of said assignment.

SECTION 10 The Chief of Police or his/her designee in the Professional Standards and Training unit in the Police Department, will provide the designated division commander with the name of the sworn employee expected to be reporting for light duty, the date, time and location that the sworn employee has been instructed to report, and any work restrictions placed upon the sworn employee by the certifying treating physician.

SECTION 11 The total number of sworn employees that may participate in the transitional light duty work program shall not exceed five (5%) percent of the total sworn positions authorized for the Police Department at the time the request for light duty is made. However, the Chief of Police shall have the prerogative to grant exceptions to that five (5%) percent cap on a non-precedent setting basis.

SECTION 12 Sworn employees with work-related injuries and illnesses shall have first priority in assignment to light duty over sworn employees assigned to light duty as a result of a non-work related injuries and illnesses. The Chief of Police or his/her designee in the Professional Standards and Training unit of the Police Department may remove a sworn employee assigned to light duty for a non-work related injury or illness in order to vacate a light duty slot to assign another sworn employee to light duty that has been approved as a result of a work-related injury or illness. When determining the bumping and/or reassignment of non-work related employees, the last person assigned with a non-work related light duty assignment will be the first person removed or reassigned from the program.

SECTION 13 Sworn employees participating in the transitional light duty program shall not be allowed to wear the uniform of a sworn member, unless approved by the Chief of Police, and shall not perform the full duties of a sworn member of the Police Department. Sworn employees assigned to light duty shall wear attire as specified by the division commander supervising the light duty assignment. The Chief of Police may approve the wearing of the Department uniform by a sworn member assigned to light duty for special occasions or functions.

SECTION 14 The Police Department will provide the sworn member with the proper equipment in order to perform his/her duties while on the transitional light duty program.

SECTION 15 No transitional light duty work program assignment will become a permanent job or assignment. Should a sworn employee's injury result in the sworn employee's permanent inability to perform one or more of the essential duties of his or her job, the sworn employee will no longer be eligible for participation in the transitional light duty work program. Upon determination that the employee can no longer participate in transitional light duty work program for these reasons, the Chief of Police or his or her designee, or the Risk Manager, whoever becomes aware of this information first, shall transfer the matter to the Human Resources Division for next steps.

SECTION 16 For non-work related injuries, at the request of the Chief of Police or his/her designee in the Professional Standards and Training unit in the Police Department, the sworn employee shall furnish the Department with periodic updates from his/her medical provider or treating physician regarding his/her

medical status and his/her continued need for light duty. The certificate should define diagnosis, prognosis, the employee's medical restrictions and any significant changes thereto, and those specific essential duties that cannot be performed due to the injury or illness. Alternatively, the sworn employee may be subject to an examination by a licensed physician determined by the Chief of Police or his/her designee in the Professional Standards and Training unit in the Police Department, for this purpose.

SECTION 17 Sworn employees assigned to light duty will not be eligible for any rotation overtime or private duty that the sworn employee might otherwise be eligible for under the provisions of this Collective Bargaining Agreement. In cases of emergency, as declared by the Mayor of the City of Middletown, sworn employees assigned to light duty may, at the discretion of the Chief of Police or his/her designee in the Professional Standards and Training unit within the Police Department, be required to be ordered into work in accordance with the provisions of this Collective Bargaining Agreement. In these emergency situations, sworn employees assigned to light duty may be assigned light duty assignments consistent with the operating needs of the Police Department as determined by the Chief of Police.

SECTION 18 At the conclusion of his/her transitional light duty assignment, the sworn employee shall be required to furnish to the Chief of Police or his or her designee a written release from his/her treating physician, attesting to the sworn employee's physical ability to perform all of the essential functions of his/her position in order to return to his/her full duties as a sworn member of the Police Department.

ARTICLE 27

MISCELLANEOUS PROVISIONS

SECTION 1 No employee shall be required to perform any function normally done by another City department, agency or private concern, unless performance is required during a period of emergency as declared by the Mayor to protect the health, welfare and protection of the citizens of the City of Middletown.

SECTION 2 The Police Department will continue to furnish such equipment as it has customarily furnished in the past, and wherever possible, furnish additional equipment that will promote the safety and welfare of its employees, and aid in the efficient performance of their duties.

SECTION 3 If any portion of this contract is declared to be illegal or void, then all of the other provisions of this Agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this Agreement herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 4 The City encourages employees enrolled in accredited colleges to complete their course of studies, but their undergraduate schedules shall yield to the operating requirements of the Middletown Police Department.

SECTION 5 The Police Chief, his/her Deputy, or any police officer, when a situation exists creating a health or safety hazard to the police building, or its occupants, may request assistance, provided no janitorial personnel are present, from any employee in the maintenance of a clean, orderly and well-kept Police Department building.

SECTION 6 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore, unless said practice has been superseded by a provision of this Agreement.

SECTION 7 The City shall protect and save harmless any such municipal employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against such employee by reason of alleged negligence, infringement of any person's civil rights, malicious, wanton or willful act or ultra vires act, on the part of such employee while acting in the discharge of his/her duties. In the event such employee has a judgment entered against him/her for a malicious, wanton or willful act in a court of law, the City shall be reimbursed by such employee for expenses it incurred in providing such defense and shall not be held liable to such employee for any financial loss or expense resulting from such act.

Whenever in any prosecution of an officer of the Middletown Police Department for a crime allegedly committed by such officer in the course of his/her duty as such, the charge is dismissed or the officer found not guilty, such officer shall be indemnified by the City, for economic loss sustained by him/her as a result of such prosecution, including the payment of any legal fees necessarily incurred.

SECTION 8 The City shall give to each employee and to each new employee, when he is hired, a copy of this contract, an identification card and a copy of the rules and regulations of the Department.

SECTION 9 Personnel files of the bargaining unit shall be maintained in the City's Human Resources Division. All employees shall have the right to review their personnel files upon reasonable request to the Director of Human Resources and at such time that the request will not interfere with the orderly operation of the Division. Employees shall receive a copy of all communications sent by the Police Department for entry into the official Personnel Files. Any communication that is in the nature of a complaint, charge or allegation, for which the department elects to take no official action, shall not be entered into official Personnel Files.

SECTION 10 The Union may appoint no more than one (1) member to represent another Union member at a scheduled Workers' Compensation Hearing. Such member shall be granted time off with pay to attend such functions, provided that paid time off shall not exceed one (1) hour for each informal hearing or two (2) hours for each formal hearing. Notice of intent to attend each hearing shall be given to the Chief of Police or his/her designated representative at least five (5) days prior to the hearing, in order that the scheduling of personnel may be facilitated. On the day of the hearing, the appointed member may be relieved of normal duties to attend the hearing, no sooner than thirty (30) minutes prior to the scheduled hearing time.

SECTION 11 The City will grant all bargaining unit members with active-duty military service experience the equivalent of one (1) year of service time as credit for active-duty military service, for pension calculation purposes upon their retirement. Active-duty means full-time service in the Army, Navy, Air Force, Marines, or Coast Guard, or if service in the Reserves or National Guard, active duty deployment to a war zone. It does not mean service in the Reserves or the National Guard if the member was never deployed to a war zone. Both parties agree that the credited time may be used to vest the pension benefit.

The parties agree that in addition to anyone who may qualify under the policy set forth above, the following officers shall receive one (1) year of service time as credit for military service: August DeFrance, Sean Moriarty, Robert Seigny, Gary Wallace, and Kevin White.

SECTION 12 While in the service of the City, the City shall provide reimbursement to K9 handlers for normal and reasonable veterinary expenses, and all costs relating to any injuries to said K9. In addition, the City will provide or reimburse each K9 handler for the cost of food and/or dietary supplements for said K9, provided that bills and receipts are submitted for approval, and provided that the cost for each dog does not exceed one thousand five hundred dollars (\$1500) per year.

SECTION 13 The commanders or acting commanders of the following units within the Middletown Police Department, as well as all K-9 Handlers, shall be authorized to have take-home vehicles:

- Investigative Services
- Patrol
- Administrative
- Professional Standards

This provision shall only apply while the bargaining unit member is in full status capacity. The Chief of Police also shall have the authority, after providing notice to the Union, to temporarily assign a take-home vehicle to any member of the Union when special training, an ongoing special investigation, special assignment and/or sensitive investigation requires immediate response or special travel arrangements.

SECTION 14 It is recognized that the primary purpose of the GPS System is for officer safety, and the efficient deployment of officers. Any other requests for information from the GPS System shall be referred to the Chief of Police.

SECTION 15 The terms of the Settlement Agreement for MPP-27394, which was signed on September 21, 2009, and the terms of the Settlement Agreement for Grievance 2009-A-0108, which was signed on May 12, 2010, are incorporated by reference herein. The City and the Union agree that all other prior memoranda, settlement agreements, and/or letters of understanding not specifically incorporated into this Agreement are null and void. In the future, any negotiated memoranda, settlement agreements, and/or letters of understanding will be incorporated into the contract unless the City and the Union agree otherwise.

SECTION 16 All members of the Executive Board will be listed on the roster of the Mayor's Safety Committee and one such member shall attend all Mayor's Safety Committee meetings. The attendee will be paid his or her regular hourly wage for attending meetings or participating in Safety Committee activities unless the City is required to pay overtime pursuant to state or federal law.

ARTICLE 28

UNION SECURITY - AGENCY SHOP

SECTION 1A It shall be a condition of employment that all employees in the bargaining unit on the date this Agreement is executed shall either become members of the Union in good standing or pay a monthly

service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs, for the duration of this Agreement or any extension thereof.

SECTION 1 B It shall be a condition of employment that any new employee covered by this Agreement and hired on or after its execution date shall, on the sixtieth (60th) day following such employment, either become a member of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement and any extension thereof.

SECTION 2 The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of or by reason of any action taken or not taken by the City in reliance upon the check-off and Union security provisions of this Agreement or on the correctness of any dues deduction or agency fee authorization furnished by the Union to the City. The City shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings. The City shall undertake such defense and all costs thereof shall be charged to the Union.

ARTICLE 29 **UNION BUSINESS LEAVE**

SECTION 1 The City will allow up to three people to attend negotiation sessions without loss of pay to the extent that the negotiations occur during those members' normal hours of work. In addition, the City will allow one other person to switch his or her shift to days so that the member may attend negotiations while on shift. The City will not pay any negotiating member overtime for his or her participation in a negotiation session unless required to do so by law.

SECTION 2 Duly accredited delegates and elected officials of the Union shall be granted time off without pay loss to attend Union functions not to exceed, in the aggregate, eighteen (18) days per fiscal year.

SECTION 3 The Union shall furnish to the Chief of Police and the Director of Human Resources a list of the delegates and elected officials attending the Union function and provide the dates and locations of said conventions or conferences. This notification shall be done if possible at least two (2) weeks prior to the scheduled event so that appropriate coverage and scheduling issues can be addressed.

SECTION 4 The President, Vice-President, Secretary, and Treasurer shall be allowed time off with pay to attend local union monthly meetings when such meetings are scheduled while they are on duty.

SECTION 5 The President, or a member of the Union Executive Board and a grievant(s) shall be granted leave from duty with full pay for all meetings between the City and the Union, including hearings with the State Board of Mediation and Arbitration, for the purpose of processing grievances, when such meetings take place at times during which such members are scheduled to be on duty. But, in no case, will more than two (2) Union Representatives, be allowed time off with pay at any given time.

ARTICLE 30 **DURATION**

SECTION 1 This Agreement shall remain in full force and effect for a period of five (5) years, from July 1, 2017 through June 30, 2022, and from year to year thereafter unless any of the parties hereto shall give a thirty (30) day written notice to the other party of its or their desire to withdraw from or to modify or amend this Agreement. Notwithstanding the preceding sentence, no provision of this Agreement shall be applied retroactively prior to the date it is ratified by both parties or otherwise becomes effective by operation of law, unless specifically provided herein.

SECTION 2 Negotiations for the execution of a contract for the year 2022 shall commence on or about January 1, 2022 and continue thereafter at such times and places as may be agreed upon by the parties.

ARTICLE 31 **PERFORMANCE EVALUATION SYSTEM**

SECTION 1 Objectives of the Performance Evaluation System

The performance evaluation system provides a standard format which is used by a supervisor to assess the conduct of and work performed by an employee for his/her record. The intention of a performance evaluation system is to develop standards of performance that can be used in the following situations:

- a. Employee Counseling
- b. Evaluation of probationary employees through the present established Middletown Police Department Field Training Officer Training Program.
- c. Measurement of individual performance.
- d. Identify needs for training.
- e. Provide background needed in order to devise methods for improving employee performance.
- f. Initiate and maintain a flow of valuable communication between employees and supervisors.
- g. Provide information used in developing employees for higher level and more responsible positions.

SECTION 2 Performance Evaluation System

Performance evaluations shall be conducted as set forth in General Order, Chapter 35.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to affix their signatures this 14th day of November, 2017.


CITY OF MIDDLETOWN


By 
Daniel, T. Drew, Its Mayor



Witness


Witness

POLICE LOCAL #1361 OF
AFSCME Council 4

By 
David Fuchs, Its President

 vice president
Witness


Witness

APPENDIX – A

Police Salary Schedule

(7/01/17 – 7/01/21)

2017-2021

[illegible]

2017-2021

[illegible]

Police Wage Scales
2017-2021

| <u>ACO</u> | | <u>Start</u> | <u>6 months</u> | <u>1 year</u> | <u>2 years</u> | <u>3 years</u> | <u>4 years</u> | <u>5 years</u> |
|----------------|-------|--------------|-----------------|---------------|----------------|----------------|----------------|----------------|
| 7/1/2016 | | 20.1955 | 22.3127 | 24.4299 | 25.6704 | 26.9055 | 27.5461 | 28.1868 |
| | | 42,168 | 46,589 | 51,010 | 53,600 | 56,179 | 57,516 | 58,854 |
| 7/1/2017 | 1.50% | 20.4984 | 22.6474 | 24.7963 | 26.0555 | 27.3091 | 27.9593 | 28.6096 |
| | | 42,801 | 47,288 | 51,775 | 54,404 | 57,021 | 58,379 | 59,737 |
| | | | | | | | | |
| 7/1/2018 | 3.00% | 21.1135 | 23.3268 | 25.5402 | 26.8371 | 28.1284 | 28.7981 | 29.4679 |
| | | 44,085 | 48,706 | 53,328 | 56,036 | 58,732 | 60,130 | 61,529 |
| | | | | | | | | |
| 7/1/2019 | 3.00% | 21.7471 | 24.0266 | 26.3064 | 27.6422 | 28.9722 | 29.6620 | 30.3519 |
| | | 45,408 | 50,168 | 54,928 | 57,717 | 60,494 | 61,934 | 63,375 |
| | | | | | | | | |
| 7/1/2020 | 3.00% | 22.3995 | 24.7474 | 27.0956 | 28.4715 | 29.8414 | 30.5519 | 31.2625 |
| | | 46,770 | 51,673 | 56,576 | 59,448 | 62,309 | 63,792 | 65,276 |
| | | | | | | | | |
| 7/1/2021 | 2.00% | 22.8475 | 25.2424 | 27.6376 | 29.0409 | 30.4382 | 31.1629 | 31.8877 |
| | | 47,477 | 52,706 | 57,708 | 60,638 | 63,555 | 65,068 | 66,582 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| <u>SR. ACO</u> | | <u>Start</u> | <u>6 months</u> | <u>1 year</u> | <u>2 years</u> | <u>3 years</u> | <u>4 years</u> | <u>5 years</u> |
| 7/1/2016 | | 20.9028 | 23.0939 | 25.2854 | 26.5690 | 27.8458 | 29.1738 | 30.1950 |
| | | 43,645 | 48,220 | 52,796 | 55,476 | 58,142 | 60,915 | 63,047 |
| 7/1/2017 | 1.50% | 21.2163 | 23.4403 | 25.6647 | 26.9675 | 28.2635 | 29.6114 | 30.6479 |
| | | 44,300 | 48,943 | 53,588 | 56,308 | 59,014 | 61,829 | 63,993 |
| | | | | | | | | |
| 7/1/2018 | 3.00% | 21.8528 | 24.1435 | 26.4346 | 27.7766 | 29.1114 | 30.4997 | 31.5674 |
| | | 45,629 | 50,412 | 55,195 | 57,997 | 60,785 | 63,683 | 65,913 |
| | | | | | | | | |
| 7/1/2019 | 3.00% | 22.5084 | 24.8678 | 27.2277 | 28.6099 | 29.9847 | 31.4147 | 32.5144 |
| | | 46,998 | 51,924 | 56,851 | 59,737 | 62,608 | 65,594 | 67,890 |
| | | | | | | | | |
| 7/1/2020 | 3.00% | 23.1837 | 25.6139 | 28.0445 | 29.4682 | 30.8843 | 32.3572 | 33.4898 |
| | | 48,408 | 53,482 | 58,557 | 61,530 | 64,486 | 67,562 | 69,927 |
| | | | | | | | | |
| 7/1/2021 | 2.00% | 23.6473 | 26.1261 | 28.6054 | 30.0575 | 31.5020 | 33.0043 | 34.1596 |
| | | 49,376 | 54,551 | 59,728 | 62,760 | 65,776 | 68,913 | 71,325 |

APPENDIX – B

MED RX 1

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | **Plan Type:** POS

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.HealthReformPlanSBC.com or by calling **1-800-370-4526**.

| Important Questions | Answers | Why this Matters: |
|--|--|---|
| What is the overall deductible? | For each Calendar Year, Network: Individual \$0 / Family \$0 . Out-of-Network: Individual \$400 / Family \$800 . Does not apply to emergency care. | You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible . |
| Are there other deductibles for specific services? | No. | You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers. |
| Is there an out-of-pocket limit on my expenses? | Yes. Network: Individual \$6,350 / Family \$12,700 . Out-of-Network: Individual \$1,800 / Family \$3,000 . | The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. |
| What is not included in the out-of-pocket limit? | Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for service, and health care this plan does not cover. | Even though you pay these expenses, they don't count toward the out-of-pocket limit . |
| Is there an overall annual limit on what the plan pays? | No. | The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits. |
| Does this plan use a network of providers? | Yes. For a list of network providers , see www.aetna.com or call 1-800-370-4526. | If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers . |
| Do I need a referral to see a specialist? | No. | You can see the specialist you choose without permission from this plan. |
| Are there services this plan doesn't cover? | Yes. | Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services . |

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | **Plan Type:** POS



- **Copayments** are fixed dollar amounts (for example, \$20) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments**, and **coinsurance** amounts.

| Common Medical Event | Services You May Need | Your Cost If You Use a Network Provider | Your Cost If You Use an Out-of-Network Provider | Limitations & Exceptions |
|--|--|---|---|---|
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$20 copay per visit | 20% coinsurance | Includes Internist, General Physician, Family Practitioner or Pediatrician. |
| | Specialist visit | \$20 copay per visit | 20% coinsurance | _____ None _____ |
| | Other practitioner office visit | \$20 copay per visit | 20% coinsurance | _____ None _____ |
| | Preventive care / screening /immunization | No charge | 20% coinsurance | _____ None _____ |
| If you have a test | Diagnostic test (x-ray, blood work) | No charge | 20% coinsurance | _____ None _____ |
| | Imaging (CT/PET scans, MRIs) | No charge | 20% coinsurance | Pre-authorization may be required. |

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs **Coverage for:** Individual + Family | **Plan Type:** POS

| Common Medical Event | Services You May Need | Your Cost If You Use a Network Provider | Your Cost If You Use an Out-of-Network Provider | Limitations & Exceptions |
|---|--|---|---|--|
| If you need drugs to treat your illness or condition More Information about prescription drug coverage is available at http://www.expressscripts.com | Generic drugs | Retail: \$5 Mail: \$10 | 20% | Mail Order is 90-Day Supply, Retail is 30-day supply. |
| | Preferred brand drugs | Retail \$20 Mail \$40 | 20% | |
| | Non-preferred brand drugs | Retail \$35 Mail \$70 | 20% | |
| | Specialty drugs | Same as Above | Not covered | Must use Accredo Specialty |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | No charge | 20% coinsurance | _____ None _____ |
| | Physician/surgeon fees | No charge | 20% coinsurance | _____ None _____ |
| If you need immediate medical attention | Emergency room services | \$100 copay per visit | \$100 copay per visit | _____ None _____ |
| | Emergency medical transportation | No charge | No charge | _____ None _____ |
| | Urgent care | \$50 copay per visit | \$50 copay per visit | No coverage for non-urgent use. |
| If you have a hospital stay | Facility fee (e.g., hospital room) | \$250 copay per stay | 20% coinsurance | \$500 maximum copay per individual and \$1,000 maximum copay per family per calendar year. Pre-authorization required for out-of-network care. |
| | Physician/surgeon fee | No charge | 20% coinsurance | _____ None _____ |
| If you have mental health, behavioral health, or substance abuse needs | Mental/Behavioral health outpatient services | \$20 copay per visit | 20% coinsurance | _____ None _____ |
| | Mental/Behavioral health inpatient services | \$250 copay per stay | 20% coinsurance | \$500 maximum copay per individual and \$1,000 maximum copay per family per calendar year. Pre-authorization required for out-of-network care. |

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs **Coverage for:** Individual + Family | **Plan Type:** POS

| Common Medical Event | Services You May Need | Your Cost If You Use a Network Provider | Your Cost If You Use an Out-of-Network Provider | Limitations & Exceptions |
|---|--|---|---|--|
| | Substance use disorder outpatient services | \$20 copay per visit | 20% coinsurance | _____ None _____ |
| | Substance use disorder inpatient services | \$250 copay per stay | 20% coinsurance | \$500 maximum copay per individual and \$1,000 maximum copay per family per calendar year. Pre-authorization required for out-of-network care. |
| If you are pregnant | Prenatal and postnatal care | No charge | 20% coinsurance | _____ None _____ |
| | Delivery and all inpatient services | \$250 copay per stay | 20% coinsurance | \$500 maximum copay per individual and \$1,000 maximum copay per family per calendar year. Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care. |
| If you need help recovering or have other special health needs | Home health care | No charge | 20% coinsurance | Pre-authorization required for out-of-network care. |
| | Rehabilitation services | \$20 copay per visit | 20% coinsurance | Coverage is limited to 60 visits per calendar year for Physical, Occupational, and Speech Therapy combined. |
| | Habilitation services | \$20 copay per visit | 20% coinsurance | Coverage is limited to 60 visits per calendar year for Autism Physical, Occupational & Speech Therapy, combined with rehabilitation services. |
| | Skilled nursing care | \$250 copay per stay | 20% coinsurance | \$500 maximum copay per individual and \$1,000 maximum copay per family per calendar year. Coverage is limited to 60 days per calendar year. Pre-authorization required for out-of-network care. |
| | Durable medical equipment | No charge | 20% coinsurance | _____ None _____ |

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | **Plan Type:** POS

| Common Medical Event | Services You May Need | Your Cost If You Use a Network Provider | Your Cost If You Use an Out-of-Network Provider | Limitations & Exceptions |
|--|-----------------------|--|---|--|
| | Hospice service | \$250 copay per stay for inpatient; no charge for outpatient | 20% coinsurance | \$500 maximum copay per individual and \$1,000 maximum copay per family per calendar year for inpatient. Pre-authorization required for out-of-network care. |
| If your child needs dental or eye care | Eye exam | No charge | \$10 copay per visit | Coverage is limited to 1 routine eye exam per 12 months. |
| | Glasses | Not covered | Not covered | Not covered. |
| | Dental check-up | Cigna Dental | Cigna Dental | |

Excluded Services & Other Covered Services:

| Services Your Plan Does NOT Cover | (This isn't a complete list. Check your policy or plan document for other excluded services .) |
|--|--|
| <ul style="list-style-type: none"> ◦ Cosmetic surgery ◦ ◦ Glasses (Child) | <ul style="list-style-type: none"> ◦ Long-term care ◦ Non-emergency care when traveling outside the U.S. ◦ Routine foot care ◦ Weight loss programs |
| Other Covered Services | (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.) |
| <ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Chiropractic care • Hearing aids - Coverage is limited to 1 hearing aid to a maximum of \$1,000 per ear per 24 months up to age 13. | <ul style="list-style-type: none"> • Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition, artificial insemination, ovulation induction and advanced reproductive therapy. • Private-duty nursing • Routine eye care (Adult) - Coverage is limited to 1 routine eye exam per 12 months. |

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual + Family | **Plan Type:** POS

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-370-4526. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cms.gov.

Your Grievance and Appeals Rights:

- If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- Additionally, a consumer assistance program can help you file an **appeal**. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

Does this Coverage Provide Minimum Essential Coverage?

57 The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

Does this Coverage Provide Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-370-4526.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-370-4526.

如果需要中文的帮助, 请拨打这个号码 1-800-370-4526.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-370-4526.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Coverage Examples

Coverage for: Individual + Family | Plan Type: POS

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

| Having a baby (normal delivery) | | |
|---|--|----------------|
| <div><div></div><div>Amount owed to providers:</div></div> | <div><div></div><div>\$7,540</div></div> | |
| <div><div></div><div>Plan pays: \$7,170</div></div> | | |
| <div><div></div><div>Patient pays: \$370</div></div> | | |
| Sample care costs: | | |
| Hospital charges (mother) | | \$2,700 |
| Routine obstetric care | | \$2,100 |
| Hospital charges (baby) | | \$900 |
| Anesthesia | | \$900 |
| Laboratory tests | | \$500 |
| Prescriptions | | \$200 |
| Radiology | | \$200 |
| Vaccines, other preventive | | \$40 |
| Total | | \$7,540 |
| Patient pays: | | |
| Deductibles | | \$0 |
| Copays | | \$200 |
| Coinsurance | | \$0 |
| Limits or exclusions | | \$170 |
| Total | | \$370 |

| Managing type 2 diabetes (routine maintenance of a well-controlled condition) | | |
|--|--|----------------|
| <div><div></div><div>Amount owed to providers:</div></div> | <div><div></div><div>\$5,400</div></div> | |
| <div><div></div><div>Plan pays: \$2,270</div></div> | | |
| <div><div></div><div>Patient pays: \$3,130</div></div> | | |
| Sample care costs: | | |
| Prescriptions | | \$2,900 |
| Medical equipment and Supplies | | \$1,300 |
| Office Visits and Procedures | | \$700 |
| Education | | \$300 |
| Laboratory tests | | \$100 |
| Vaccines, other preventive | | \$100 |
| Total | | \$5,400 |
| Patient pays: | | |
| Deductibles | | \$0 |
| Copays | | \$200 |
| Coinsurance | | \$0 |
| Limits or exclusions | | \$0 |
| Total | | \$200 |

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

Coverage Examples

Coverage for: Individual + Family | Plan Type: POS

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

No. Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-370-4526 or visit us at www.HealthReformPlanSBC.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.HealthReformPlanSBC.com or call 1-800-370-4526 to request a copy.

APPENDIX – C

Den 1

CIGNA DENTAL CARE® – DHMO¹

ECONOMICAL, EASY-TO-USE DENTAL COVERAGE

Under your plan, you have coverage for **hundreds** of dental procedures. This overview shows you a small **sampling** of covered services and what your plan pays.

Review your plan materials to understand how your plan works. For questions on the plan before enrollment, call **1.800.Cigna24 (1.800.244.6224)** and select the “Enrollment Information” prompt.

Regular dental visits may do more than brighten your smile. Receiving regular dental care often catches minor problems before they become major and more expensive to treat.

And there’s an association between gum disease and other conditions, such as preterm birth, heart disease, stroke, diabetes and other health issues. So taking good care of your teeth and gums may help you live a healthier life.

Get the most value from your plan

Take advantage of your plan’s preventive care services – certain services may be covered at 100% (see below for details). Your plan also covers many other dental services that can help you achieve and maintain a healthy mouth.

| Cigna Dental Care DHMO Network Benefits | In-Network |
|---|----------------------------------|
| Calendar Year Maximum (Class I, II, III, IV, V and IX expenses) | No Dollar Maximum |
| Annual Deductible Individual, Family | None |
| Reimbursement Levels | Based on Reduced Contracted Fees |
| Plan Pays | Plan Pays |
| Class I – Preventive Oral Exams, Routine Cleanings, Full Mouth X-rays, Bitewing X-rays, Panoramic X-ray, Periapical X-rays, Fluoride Application, Sealants, Space Maintainers, Emergency Care to Relieve Pain, Local Anesthesia | 100% |
| Class II – Basic Restorative Fillings, Root Canal Therapy/Endodontics – all except Molar Root Canal, Periodontal Scaling and Root Planing, Denture Adjustments and Repairs, Oral Surgery – Simple Extractions, Repairs to Crowns, Surgical Extractions – Soft Tissue Impacted Tooth Removal, IV Sedation and General Anesthesia | 90% |
| Class III – Major Restorative Crowns, Stainless Steel Crowns, Inlays/Onlays, Prosthesis Over Implant, Removable Dentures, Bridges Oral Surgery – all except simple extractions, Osseous Surgery, Molar Root Canal, Bony Impacted Tooth and Partial Tooth Removal | 60% |
| Class IV – Orthodontia | 50% |
| Orthodontia Lifetime Maximum | 1 treatment per lifetime |
| Class V – Temporomandibular Joint (TMJ) | 50% |
| TMJ Lifetime Maximum | NA |
| Class IX – Surgical Implants Annual Deductible | 60% None |
| Surgical Implants Lifetime Maximum | No dollar maximum |
| Missing Tooth Limitation | None |



Offered by: Cigna Health and Life Insurance Company or its affiliates

DFO Coinsurance



856883 a 02/14

Know what's important to you

You can save money on a wide range of services, including:

- **Preventive care** – cleanings, fluoride, sealants, bitewing X-rays, full mouth X-rays, and more
- **Basic care** – tooth-colored fillings (called resin or composite) and silver-colored fillings (called amalgam)
- **Major services** – crowns, bridges, and dentures (including those placed over implants), root canals, oral surgery, extractions, treatment for periodontal (gum) disease, and more
- **Orthodontic care** – braces for children and adults
- **General anesthesia** – when medically necessary
- **Teeth whitening** – using take-home bleaching trays and gel
- **Dental implant surgery** or services associated with placement, repair removal, or restoration of a dental implant

Key plan features

- No deductibles – you don't have to reach a certain level of out-of-pocket expenses before your insurance kicks in.
- No dollar maximums – you don't have to worry about your coverage running out after your covered expenses reach a certain dollar amount.
- Easy to understand plan – the coinsurance you pay your dentist is clearly listed on your Patient Charge Schedule (PCS).
- There are no claim forms to file and no waiting periods for coverage.
- The network general dentist you choose will manage your overall dental care.
- Covered family members can choose their own network general dentists – near home, work or school.
- You don't need a referral for children under seven to visit a network pediatric dentist. And you don't need a referral to see a network orthodontist.
- There's no age limit on sealants, which help prevent tooth decay.
- Your plan covers certain procedures to help detect oral cancer in its early stages.
- 24/7 access to the Dental Information Line – this line is staffed by trained professionals who can help if you have questions about dental treatment and clinical symptoms.

Finding a network dentist is easy.

There are several ways to choose your network general dentist:

- Find a dentist at Cigna.com. Our online dental directory is updated weekly.
- Call **1.800.Cigna24** (1.800.244.6224) to speak with a customer service representative. Our representatives can send you a customized dental directory listing via email.

Exceptions

| Procedure | Limit |
|-------------------------|--|
| Prophylaxis (cleanings) | Two per calendar year (Additional cleanings covered with a copay of \$40 (adult) and \$30 (child)) |
| Fluoride | Two per calendar year (Additional fluoride applications covered with a \$15 copay) |
| Exams | Two per calendar year |
| X-rays (routine) | Bitewings: 2 per calendar year |
| X-rays (non-routine) | Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years |
| Crowns and inlays | Replacement every 5 years |
| Bridges | Replacement every 5 years |
| Dentures and partials | Replacement every 5 years |
| Relines, rebases | One every 36 months |
| Adjustments | Four within the first 6 months after installation |
| Prosthesis over implant | Replacement every 5 years if unserviceable and cannot be repaired |
| TMJ treatment | One occlusal orthotic device per 24 months |
| Athletic mouth guard | One athletic mouth guard per 12 months when listed on your PCS |

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentist's usual fees. There is no coverage for:

- Or in connection with an injury arising out of, or in the course of, any employment for wage or profit
- Charges which would not have been made in any facility, other than a hospital or a correctional institution owned or operated by the United States government or by a state or municipal government if the person had no insurance
- To the extent that payment is unlawful where the person resides when the expenses are incurred or the services are received
- The charges which the person is not legally required to pay
- Charges which would not have been made if the person had no insurance
- Due to injuries which are intentionally self-inflicted
- Services not listed on the PCS
- Services provided by a non-network dentist without Cigna Dental's prior approval (except emergencies, as described in your plan documents)²
- Services related to an injury or illness paid under workers' compensation, occupational disease or similar laws
- Services provided or paid by or through a federal or state governmental agency or authority, political subdivision or a public program, other than Medicaid
- Services required while serving in the armed forces of any country or international authority or relating to a declared or undeclared war or acts of war
- Services performed primarily for cosmetic reasons unless specifically listed on your PCS
- General anesthesia, sedation and nitrous oxide, unless specifically listed on your PCS
- Prescription medications
- Replacement of fixed and/or removable appliances (including fixed and removable orthodontic appliances) that have been lost, stolen, or damaged due to patient abuse, misuse or neglect
- Surgical implant of any type unless specifically listed on your PCS
- Services considered to be unnecessary or experimental in nature or do not meet commonly accepted dental standards.
- Procedures or appliances for minor tooth guidance or to control harmful habits
- Services and supplies received from a hospital
- The completion of crowns, bridges, dentures, or root canal treatment already in progress on the effective date of your Cigna Dental coverage³
- The completion of implant supported prosthesis (including crowns, bridges and dentures) already in progress on the effective date of your Cigna Dental coverage, unless specifically listed on your PCS³
- Consultations and/or evaluations associated with services that are not covered
- Endodontic treatment and/or periodontal (gum tissue and supporting bone) surgery of teeth exhibiting a poor or hopeless periodontal prognosis
- Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction unless specifically listed on your PCS
- Bone grafting and/or guided tissue regeneration when performed in conjunction with an apicoectomy or periradicular surgery
- Intentional root canal treatment in the absence of injury or disease to solely facilitate a restorative procedure
- Services performed by a prosthodontist
- Localized delivery of antimicrobial agents when performed alone or in the absence of traditional periodontal therapy
- Any localized delivery of antimicrobial agent procedures when more than eight (8) of these procedures are reported on the same date of service.
- Infection control and/or sterilization.
- The recementation of any inlay, onlay, crown, post and core or fixed bridge within 180 days of initial placement
- The recementation of any implant supported prosthesis (including crowns, bridges and dentures) within 180 days of initial placement
- Services to correct congenital malformations, including the replacement of congenitally missing teeth
- The replacement of an occlusal guard (night guard) beyond one per any 24 consecutive month period, when this limitation is noted on the PCS
- Crowns, bridges and/or implant supported prosthesis used solely for splinting
- Resin bonded retainers and associated pontics.

Should any law require coverage for any particular service(s) noted above, the exclusion or limitation for that service(s) shall not apply.

This document outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your insurance certificate or plan description. If there are any differences between the information contained here and the plan documents, the information in the plan documents takes precedence.



1. The term “DHMO” is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features.

2. **Minnesota residents:** You must visit your selected network dentist in order for the charges on the Patient Charge Schedule to apply. You may also visit other dentists that participate in our network or you may visit dentists outside the Cigna Dental Care network. If you do, the fees listed on the Patient Charge Schedule will not apply. You will be responsible for the dentist’s usual fee. We will pay 50% of the value of your network benefit for those services. Of course, you will pay less if you visit your selected Cigna Dental Care network dentist. Call Customer Services for more information.

Oklahoma residents: DHMO for Oklahoma is an Employer Group Pre-Paid Dental Plan. You may also visit dentists outside the Cigna Dental Care network. If you do, the fees listed on the Patient Charge Schedule will not apply. You will be responsible for the dentist’s usual fee. We pay non-network dentists the same amount we would pay network dentists for covered services. Of course, you will pay less if you visit a network dentist in the Cigna Dental Care network. Call Customer Services for more information. Dentists who participate in Cigna’s network are independent contractors solely responsible for the treatment provided and are not agents of Cigna.

3. **California and Texas residents:** Treatment for conditions already in progress on the effective date of your coverage are not excluded if otherwise covered under your PCS.

DHMO insurance coverage is set forth on the following policy form numbers: CO, DE, FL, KS, NE, OH, PA, and VA: PB09. AR: HP-POL120; CA: CAPB09, CAVP/A09, or 91994D3; CT: PB09CT; IL: CG—CDC—ILL—POLICY; LA: HP-POL118; MA: HP-POL134; MI: HP-POL179; MO: PB09MO; MS: HP-POL117; NC: PB09.NC; NV: HP-POL132; NY: HP-POL130; OK: HP-POL115 (CHLIC) and GM6000 DEN201V1 (CGLIC) OR: HP-POL121; SC: HP-POL128; TN: HP-POL134; TX: PB09TX; UT: HP-POL129; WA: WAPOL05/11; and WI: HP-POL122.

“Cigna,” the “Tree of Life” logo, “GO YOU” and “Cigna Dental Care” are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. Cigna Dental Care coinsurance plans are provided by Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., **a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes**, Cigna Dental Health of Kansas, Inc. (Kansas and Nebraska), Cigna Dental Health of Kentucky, Inc. (Kentucky and Illinois), Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. In other states, Cigna Dental Care coinsurance plans are underwritten by Cigna Health and Life Insurance Company or Cigna HealthCare of Connecticut, Inc., and administered by Cigna Dental Health, Inc.

Cigna Dental Benefit Summary
City of Middletown-DPP01
Plan Renewal Date: 07/01/2017



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

| Cigna Dental PPO | | | | |
|---|--|----------------------|---|----------------------|
| Network Options | In-Network: Total Cigna DPPO Network | | Non-Network: See Non-Network Reimbursement | |
| Reimbursement Levels | Based on Contracted Fees | | Based on Billed Charges | |
| Calendar Year Benefits Maximum Applies to: Class I, II & III expenses | Unlimited | | Unlimited | |
| Annual Deductible Individual Family | \$0 \$0 | | \$0 \$0 | |
| Benefit Highlights | Plan Pays | You Pay | Plan Pays | You Pay |
| Class I: Diagnostic & Preventive Oral Exams Cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain | 80% No Deductible | 20% No Deductible | 80% No Deductible | 20% No Deductible |
| Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Dentures Repairs: Dentures Denture Relines, Rebases and Adjustments Repairs: Bridges, Crowns and Inlays | 80% No Deductible | 20% No Deductible | 80% No Deductible | 20% No Deductible |
| Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns and Bridges | 50% No Deductible | 50% No Deductible | 50% No Deductible | 50% No Deductible |
| Class IV: Orthodontia Coverage for Dependent Children to age 19 Lifetime Benefits Maximum: \$600 | 60% No Deductible | 40% No Deductible | 60% No Deductible | 40% No Deductible |
| Class VI: Periodontics Periodontics: minor and major Calendar Year Maximum: \$500 | 80% No Deductible | 20% No Deductible | 80% No Deductible | 20% No Deductible |
| Benefit Plan Provisions: | | | | |
| In-Network Reimbursement | For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule. | | | |
| Non-Network Reimbursement | For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge. | | | |
| Cross Accumulation | All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network. | | | |

| | |
|--|---|
| <i>Calendar Year Benefits Maximum</i> | The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply. |
| <i>Annual Deductible</i> | This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply. |
| <i>Pretreatment Review</i> | Pretreatment review is available on a voluntary basis when dental work in excess of \$300 is proposed. |
| <i>Alternate Benefit Provision</i> | When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This does not apply to crowns and fillings. |
| <i>Oral Health Integration Program</i> | Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24. |
| <i>Benefit Limitations:</i> | |
| Oral Exams | 4 per Calendar year |
| X-rays (routine) | Bitewings: 2 per Calendar year |
| X-rays (non-routine) | Full mouth or panoramic, 1 every 3 years |
| Diagnostic Casts | Payable only in conjunction with orthodontic workup |
| Cleanings | 4 per Calendar year, including periodontal maintenance procedures following active therapy |
| Fluoride Application | 2 per Calendar year for children under age 19 |
| Sealants (per tooth) | Limited to posterior tooth. 1 treatment per tooth every 3 years. No age limit. |
| Space Maintainers | Limited to non-orthodontic treatment for children under age 19 |
| Periodontal Treatment | Various limitations depending on the service |
| Inlays, Crowns and Bridges | Replacement every 5 years if unserviceable and cannot be repaired |
| Dentures and Partials | Replacement every 5 years if unserviceable and cannot be repaired |
| Denture and Bridge Repairs | Reviewed if more than once |
| Denture Relines, Rebases and Adjustments | Covered if more than 6 months after installation |
| Prosthesis Over Implant | 1 every 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges. |
| <i>Benefit Exclusions:</i> | |
| Covered Expenses will not include, and no payment will be made for the following: | |
| Procedures and services not listed under Benefit Highlights | |
| Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet | |
| Restorative: Porcelain or acrylic veneers of crowns or pontics on, or replacing the upper and lower first, second and third molars | |
| Periodontic: bite registrations; splinting; Prosthodontic: precision or semi-precision attachments | |
| Implants: implants or implant related services | |
| Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion; | |
| Athletic mouth guards; Replacement of a lost or stolen appliance; Services performed primarily for cosmetic reasons; Personalization; | |
| Services that are deemed to be medical in nature; Services and supplies received from a hospital; Drugs: prescription drugs | |
| Charges in excess of Billed Charge | |
| Contracted providers are not obligated to provide discounts on non-covered services and may charge their usual fees. | |

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.