

**AGREEMENT**

**Between**

**THE CITY OF MIDDLETOWN, CONNECTICUT**

**-and-**

**LOCAL UNION #1073 – INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, \* AFL-CIO**

**July 1, 2016**

**through**

**June 30, 2019**

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## **PREAMBLE**

THIS AGREEMENT, entered into by the City of Middletown, hereinafter referred to as the “CITY”, and Local #1073, International Association of Firefighters, hereinafter referred to as the “UNION”, has, as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and conditions of employment.

## **ARTICLE I** **RECOGNITION**

**SECTION 1** The City recognizes Local #1073, International Association of Firefighters, as the sole and exclusive bargaining agent for employees in the City of Middletown Fire Department bargaining unit for the purpose of collective bargaining under the Municipal Employees Relations Act of the State of Connecticut. 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**

- A. This Agreement shall be binding upon the parties’ successors and assigns. The parties agree that in the event of a consolidation or merger of either party, or by any change in the location of the Union’s headquarters/offices, the impact of any conditions of employment shall be bargained.
- B. If the City provides fire service to any other geographic area within Middletown, and uses employees paid by the City to provide such service, the City agrees to recognize IAFF Local #1073 as the exclusive bargaining agent for such employees.
- C. The City agrees to make the Union aware of any discussions it intends to have with private or publically owned entities regarding the merger or consolidation of fire departments within the City, to keep the Union apprised of those discussions, and to involve the Union, through its officers, in those discussions when deemed appropriate by the City.
- D. Before any state of fiscal emergency where a “receivership type of governing board” is to be put into place, the City of Middletown shall attempt to explain the fiscal emergency in detail to the officers of Local #1073 and to seek mutual consensus.

This meeting will not obligate either the City or the Union to open up collective bargaining negotiations. However, the City and the Union should make every attempt to mutually agree on a plan of action to alleviate “any state of fiscal emergency” prior to taking any unilateral action.

- E. The City of Middletown and Local #1073 recognize that both firefighters and police officers offer very specialized, life-saving services to the community. Keeping the two separate departments ensures citizens will continue to receive those services in their respective fields of expertise.

**SECTION 3** The bargaining unit shall consist of all uniformed and investigatory employees, including probationary employees, of the City of Middletown Fire Department, Superintendent of Alarms, and Alarm Technician, except the position of Deputy Chief and Chief of the Department.

**SECTION 4** No probationary employees at the entrance level shall have access to the grievance procedure where the issue is his/her discharge. Such employees may be discharged with or without cause. No probationary employee in any promotional classification shall have access to the grievance procedure where the issue is one of demotion. The probationary period for a recruit Firefighter shall extend for one (1) year beyond successful completion and graduation from Connecticut State Fire Academy recruit training. The probationary period for all promotional classifications shall extend one (1) year from the date of appointment.

**SECTION 5** Members of the bargaining unit shall hereinafter be referred to as the “EMPLOYEE” OR “EMPLOYEES”.

**SECTION 6** Seasonal and temporary employees and volunteer firefighters are excluded from this agreement.

**SECTION 7** The City agrees to provide within a reasonable time, and without cost to the Union, a copy of any information in its possession that is requested by the union and that is relevant and necessary to the collective bargaining process.

## **ARTICLE II** **MANAGEMENT/UNION RIGHTS**

### **SECTION 1** Management Rights

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:

- A) determine the standards of service to be offered by the City of Middletown Fire Department;
- B) determine the standards of selection for employment;
- C) direct its employees;
- D) take disciplinary action for just cause (probationary employees may be discharged with or without cause);
- E) relieve its employees from duty for lack of work or for other legitimate reasons;
- F) issue rules and regulations;
- G) maintain the efficiency of governmental operations;
- H) determine the methods, means and personnel by which the City's operations are to be conducted;
- I) determine the content of job classifications;
- J) exercise complete control and discretion over its organization and the technology of performing its work;
- K) fulfill all its legal responsibilities;
- L) ensure that the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by bargaining unit employees; and
- M) revise job descriptions to comply with state and federal law.

## **SECTION 2 Union Rights**

Except as specifically abridged or modified by any provision of this agreement, the Union will continue to have, whether exercised or not, all of the rights, powers, and authority already existing including, but not limited to, the following:

- A. Union Activity: There shall be no discrimination, interference, restraint, intimidation, or coercion (either directly or indirectly) by the Employer against any employee for his/her activity on behalf of, or membership in, the Union. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union which affect the welfare of its members. The Union has the right to collectively bargain for wages, hours, working conditions, and all other terms and conditions of employment.
  
- B. The Union and the Administration will work together when selecting bargaining unit members to serve on committees.

**ARTICLE III**  
**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, initiation fees and assessments as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for pension and other deductions required by law, union dues for such deduction periods shall be deducted in the first (1<sup>st</sup>) due's deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date deductions were or should have been made. It is also agreed that 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 to receive such amounts from the City.

**SECTION 2** The Union dues and initiation fees and deductions for any month shall be made during the second (2<sup>nd</sup>) payroll week of each month and shall be remitted to the Union, together with a 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. In the event of a mutual extension of the contract, it is agreed that the above deduction procedure would continue until the signing of a subsequent contract. The City will provide this service at no expense to the Union.

**SECTION 3** The Union agrees that it will indemnify and save the City harmless from any and all liability, out of any action in accordance with the terms of this Article or in reliance upon the authorization described herein.

**SECTION 4** Each employee shall have and be protected in the exercise of the right to join and remain a member of the Union free of interference, restraint, or coercion.

**SECTION 5** It shall be a condition of employment that all employees in the bargaining unit upon assignment into their first shift shall become members of the Union in good standing subject to the probationary rules set forth in this contract and pay a monthly service fee as set by the Union for the duration of this Agreement and any extension thereof. Additionally, at that same time, all new employees/members shall, as a condition of employment, sign payroll deduction cards authorizing the deduction of dues or fees.

**SECTION 6** Union members will receive paychecks every week along with personal leave, vacation time, and sick time information.

**ARTICLE IV**  
**EMPLOYEES TO RECEIVE COPIES OF CONTRACT**

**SECTION 1** The City shall give a copy of this Agreement to each present employee and to each new employee when he/she is hired. The City will provide the Union with ten (10) copies of this Agreement.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**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 the purpose of this procedure, shall be considered to be an employee or union complaint concerned with:

- A) discharge, suspension or other disciplinary action;
- B) interpretations and applications of rules, regulations and policies of the fire department;
- C) matters pertaining to the interpretation and application of the Articles and Sections of this agreement.



**SECTION 3** All grievances shall be submitted in writing and signed. All grievances should state the facts and the provision of the contract alleged to have been breached. A request by the Chief for clarification of the asserted allegation shall not extend the procedural time lines. Such requests must be submitted by the Chief within forty-eight (48) hours of the receipt of the grievance. Any grievance shall be handled as follows:

**Step 1** The aggrieved employee, with or without his/her Union Representative, shall state, in writing, his/her case to the Fire Chief within twenty (20) calendar days after the event giving rise to the grievance, or within twenty (20) calendar days after the employee should have known of the grievance. The Fire Chief, or his/her designee, will use his/her best efforts to settle the dispute and give his/her answer, in writing, within twenty (20) calendar days of the receipt of the grievance.

**Step 2** Within ten (10) calendar days after the issuance by the Fire Chief of his/her decision with respect to such grievance, should the grievance not be adjusted to the satisfaction of the alleged aggrieved, that employee and/or his/her Union Representative may submit the grievance in writing to the HR Director or his/her designee who will use his/her best efforts to settle the dispute and give his/her answer within twenty (20) calendar days of such statement of facts.

**Step 3** When a party is still aggrieved with the answer received from the City, such party and his/her Union Representative may submit the grievance matter to arbitration by the State Board of Mediation and Arbitration for the purpose of reviewing the City's answer. However, such matter shall be submitted to said Board within twenty (20) calendar days following receipt of the City's decision, and the decision of the Board of Mediation and Arbitration shall be final and binding upon all parties. Disciplinary matters involving suspension of ten (10) days or more, dismissals and the following specific terminations must be submitted to the American Arbitration Association:

- A) Where the employee has been terminated but has vested in the City's pension system, pursuant to Article XVI Pension, Section 2 of this Agreement but now faces forfeiture of the pension as the result of his/her termination from employment in accordance with Section 7 of that same Article; and/or
- B) Where the employee is eligible for health insurance benefits upon retirement as outlined in Article XVII Insurance, Section 5 of this Agreement and now faces forfeiture of those health insurance benefits as the result of his/her termination in accordance with Article XVII, Insurance, Section 10 of this Agreement; and/or

- C) Where the employee has accumulated sick time pursuant to Article XI Sick Leave, Section 2 and now faces forfeiture of that accumulated sick time as a result of his/her termination from employment in accordance with said Article XI Sick Leave, Section 2 of this Agreement. The Arbitrator, in these specific instances, will have the authority pursuant to the terms of this Agreement, to decide not only if there was just cause for the termination but if the just cause was sufficient to deprive the employee of the pension benefits, health benefits or sick time accrual for which the employee was eligible under the terms of this Agreement.

The decision of the American Arbitration Association shall be binding upon all parties. Such costs incurred for submission to the American Arbitration Association will be borne equally by the City and the Union.

**Step 4** In the event that a member of this bargaining unit is terminated for just cause, the arbitrator will take into account the following guidelines in regards to an employee forfeiting his/her pension benefits, health care benefits, life insurance benefits, and/or accumulated sick time benefits.

- A) The City used reasonable progressive discipline.
- B) It is decided by an Arbitrator, pursuant to Article V Grievance Procedure, Section 3, Step 3, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits. All appeals must be allowed prior to termination of benefits.
- C) The City proves by a preponderance of the evidence that the pension, health care benefits, life insurance benefits, and/or accumulated sick time benefits are subject to forfeiture resulting from an employee who is convicted, (which conviction has been upheld through the judicial appeal process), of a criminal felony arising out of wanton and willful on-duty conduct. If all the above steps have been seen through their entirety and the employee has lost their rights to any pension benefits then said employee shall be entitled to all funds said employee paid into the pension fund with any and all interest paid on these funds. Insurance through COBRA will be offered solely to the former employee's spouse and dependent children.
- D) Vacation time that is due to terminated employee shall be paid in full.

- E) An employee who applies for and is granted Accelerated Rehabilitation shall still be subject to forfeiture of benefits pursuant to Article XVI Pension, Section 7, Article XVII Insurance Section 10, and Article XI Sick Leave, Section 2 of this agreement if the charges against said employee meet felony status as defined by state statute.

**SECTION 4** Any grievance not filed through the above-outlined grievance procedure 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. The time limits specified in this Article may be extended by written agreement between the City and the Union.

**SECTION 5** 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 the receipt of notice. The processing of the grievance will be suspended until the conclusion of the joint conference.

**SECTION 6** The State Board of Mediation and Arbitration and the American Arbitration Association 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 this agreement.

**SECTION 7** The Union shall have the right to file grievances in its own name over issues involving the contractual rights of the entire membership, a class of members, or the Union itself. The Union shall receive copies of all grievance answers, even if the Union is not representing the grievant. No individual grievant may take a grievance to arbitration; only the Union and the City have this right.

**SECTION 8** Nothing in this Article is intended to prohibit the City from processing a grievance through the grievance procedures up to and including arbitration.

## **ARTICLE VI** **WORK WEEK**

**SECTION 1** The work week of all employees who do firefighting shall be an average of not more than forty-two (42) hours per week computed over a period of one (1) fiscal year, based on a schedule of one (1) twenty-four (24) hour tour which shall be considered to be a ten (10) hour day shift, 7:30 a.m. to 5:30 p.m., followed by a consecutive fourteen (14) hour night shift, 5:30 p.m. to 7:30 a.m., followed by three (3) days off. Under the

twenty-four/seventy-two (24/72) schedule, each twenty-four (24) hour work period shall be defined as a work tour and each of the above mentioned day or night components shall be defined as a work shift.

**SECTION 2** The work week for administrative and fire prevention personnel shall not be more than forty-two (42) hours per week. The time for work to commence on Monday through Friday will be 8:00 a.m. and the time to finish will be at 4:30 p.m. Monday through Thursday and at 4:00 p.m. on Friday of each week.

- A) The day staff personnel shall have a flex time option to their work schedule provided that the required forty-two (42) hours are met during the altered time period requested. This option shall at all times be subject to the needs of the department. The main purpose of the flex time is to benefit the operational needs of the department. Each employee requesting flex time must submit the request in writing to the Chief or his/her designee. In the request, it must state why the flex time is requested and how the flex time benefits the operational needs of the department. A copy of the flex time requests and the Chief or his/her designee's response must be sent to the Union. The decision to grant flex time rests in the sole discretion of the Chief or his/her designee.
- B) By mutual agreement between the Chief and personnel, for the purposes of training or fire prevention programs, the flex time option may be used for department functions.
- C) The work week for the Alarms Division personnel shall be forty-two (42) hours. The time for work to commence shall be 8:00 a.m. to 4:30 p.m. for Monday thru Thursday and from 8:00 a.m. to 4:00 p.m. on Fridays or from 7:00 a.m. to 3:30 p.m. Monday through Thursday and from 7:00 a.m. to 3:00 p.m. on Friday. Alarms Division personnel shall remain on-call during their lunch hour and shall, therefore, receive a paid lunch hour. Alarms Division personnel of which there are two (2) shall each have a different shift as referenced above. At all times, a member of the Alarms Division shall be designated as being "on-call".

**SECTION 3** Members of the bargaining unit shall not be required to notify the City of Middletown Fire Department upon leaving town when not on duty.

**SECTION 4** Upon the sounding of an additional alarm, those off-duty members who are called by an Incident Commander are required to respond to the fire station and place themselves at the disposal of the officer in charge.

- A) The incident commander shall determine how many personnel are needed from the Fire Prevention Bureau.
- B) A second (2<sup>nd</sup>) alarm shall call all off-duty personnel to the scene of the emergency.
- C) Employees dispatched with any fire equipment and/or fire apparatus outside the City of Middletown Fire Department response area shall be replaced during their period of absence. The City shall have the express right to notify only those portions of an off-duty platoon that it feels are necessary to respond. In cases where units are dispatched to standby in other districts within the City, minimum staffing as provided in Article XXX will be maintained. The City shall have the right to respond to an emergency response situation in another district within the City before calling back additional personnel. Once personnel get on scene and go to work, or are staged to go to work, the City will begin the call-back process.
- D) Whenever a mutual aid company responds on its own for an emergency call or for standby in the City of Middletown Fire Department response area, and spends more than ten (10) minutes, three (3) off-duty personnel will be recalled for each company brought in. If the mutual aid company is responding to a reported fire, then the hiring process can start as the response is being made. Also, if a mutual aid company is responding to a call in the City of Middletown Fire Department response area with Middletown apparatus, a special call for off-duty personnel will not be made unless the mutual aid unit is put to work and committed to the scene or the mutual aid unit stays in the City of Middletown Fire Department response area for more than ten (10) minutes.

**SECTION 5** **COMPENSATORY (CEU) TIME**

- A) Compensatory (CEU) time is defined as time due in lieu of payment.
- B) All Compensatory (CEU) time that is not specifically covered under this collective bargaining agreement will be at the discretion of the Fire Chief or his/her designee and will be available for the following assignments: department sanctioned events; fire prevention activities; any classes that are

approved by and paid for by the Chief of the Department. For all officers' meetings, officers may have their choice of straight time pay or compensatory time. Compensatory (CEU) time will be earned at one and one half the amount of hours worked.

- C) Upon termination, separation from service, or retirement, the employee shall be paid for unused compensatory time and may not use such unused compensatory time to extend a resignation or retirement date. In no event shall the amount of accrued compensatory time earned pursuant to this Article exceed the levels defined in the Fair Labor Standards Act, as amended.

**SECTION 6** Once this Agreement is ratified and signed by both parties, all compensatory banks must be paid out and reduced to the federal maximum allowance of 480 hours. For ease of reference, 480 hours will be considered 40 compensatory days. All compensatory banks over the 40 day limit will be paid down at the rate of the appropriate overtime rate for that employee. At the same time, any employee that has between 35 and 40 days of compensatory time will be paid down to 35 days at the employee's straight time rate. One day will be equal to 12 hours. If requested by the employee, these payments may be split in to two installments. Upon such request, the first installment will be paid before December 31, 2016 and then the second installment will be paid in January 2017.

All compensatory time to be earned after this Agreement is ratified and signed by both parties must be preapproved in writing by the Chief or his/her designee. Compensatory time will be granted for department approved classes, contractually mandated classes, events, or certain community service functions such as car seat clinics and public safety events.

All employees will have four years after this Agreement is signed by both parties to reduce their compensatory banks to 20 days. The following is the draw down schedule:

- By July 1, 2018, all compensatory time banks must not exceed 30 days of compensatory time. If an employee has more than 30 days of compensatory time by this date, then the department will pay that employee out for any such time at the employee's straight time rate.
- By July 1, 2019, all compensatory time banks must not exceed 25 days of compensatory time. If an employee has more than 25 days of compensatory time by this date, then the department will pay that employee out for any such time at the employee's straight time rate.

- By July 1, 2020, all compensatory time banks must not exceed 20 days of compensatory time. If an employee has more than 20 days of compensatory time by this date, then the department will pay that employee out for any such time at the employee's straight time rate.

By July 1, 2020, all compensatory time banks will be capped at 20 days. Any compensatory time that an employee accrues over 20 days will be paid down annually in July each year. For budgeting purposes, all compensatory time banks will be reviewed in January prior to the start of the fiscal year. Any compensatory time bank that is over the 20 days will be reduced and those numbers will be used to calculate the needed budget line amount.

### **SECTION 7 DAY SHIFT PERSONNEL, CEU TIME**

Stipend and Compensatory (CEU) time for overtime work for the Alarms and the Fire Marshal's Office shall be addressed as follows:

- A) Each member of the Fire Marshal's Office and Alarm Division shall receive a stipend of three hundred dollars (\$300) for the seven (7) day period that he/she is on call for investigations and code enforcement.
- B) Each member who is on call shall have the personal use of a City vehicle and will respond in said vehicle during the subject call rotation. The subject to call rotation shall begin at 8:00 a.m. on Monday and end the following Monday at 8:00 a.m.
- C) Members of the Fire Marshal's Office shall have the option of selecting overtime pay or compensatory time when called back for fire investigations, code enforcement, or fire watch with a minimum of two (2) hours pay, and for any time actually worked beyond the minimum call-back hours.
- D) The usage of accumulated compensation time shall be deducted on an hour for hour basis from the records of this maintained by the Deputy Chief. Compensation time shall be accumulated to maximum of eighty-four (84) hours. In the event that the maximum accumulated hours has been reached, all future compensation time shall be paid as overtime pay. If staffing in the Fire Marshal's Office falls below four (4) personnel, then the maximum accumulated hours will increase to one-hundred and twenty (120) hours.
- E) The members of the Fire Marshal's office and the Training Division shall be

compensated at one-and-one-half times their rate of pay if they attend trainings or schools outside the normal work week. All training and schools must be approved by the Chief or his/her designee in advance.

- F) The members of the bargaining unit assigned to the Fire Marshal's Office and Alarms Division will have a rotation subject to call list for those members who reside in the emergency call-back area. The member who is subject to call is expected to remain available for call-backs within a thirty (30) minute time frame from the time of the enforcement and second (2<sup>nd</sup>) alarms or greater.

In the event that the member who is subject to call is unavailable due to illness, vacation or other approved forms of leave, the member who is at the top of the emergency call back list shall assume the subject to call assignment and shall receive the compensation time for every twenty-four (24) hour period that the member has the subject to call assignment.

In the event that the member with the subject to call assignment will not be able to adhere to the thirty (30) minute time frame, that member is required to swap the subject to call assignment with another member who can adhere to the thirty (30) minute time frame until the member with the subject to call assignment can again adhere to the thirty (30) minute time frame. However, the member covering for the member with the subject to call assignment will not be entitled to an hour of compensation time for the period of the swap. During this period, the member with the subject to call assignment may not use their assigned City vehicle for personal use and the member that is covering for the subject to call assignment may use their assigned City vehicle for personal use.

A member's failure to respond to the call-back within the thirty (30) minute time frame will result in the loss of compensation time for that day unless authorized by the Fire Chief or his/her designee. The Fire Chief or his/her designee has the sole discretion in emergency situations to approve travel outside the emergency call-back time frames during members subject to call assignment.



## **ARTICLE VII** **OVERTIME**

**SECTION 1** Whenever any employee works in excess of his/her regularly scheduled work week or work schedule, as provided for in Article VI, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at one and one-half (1 ½ ) times the regular hourly rate as that which he/she receives for his/her regularly assigned day multiplied by the actual number of overtime hours worked.

**SECTION 2** Overtime for firefighters shall be scheduled for rotation among all firefighters, department-wide. Overtime for Lieutenants shall be scheduled in rotation among all Lieutenants. Overtime for Battalion Chiefs/Shift Commanders shall be scheduled in rotation among all Battalion Chiefs/Shift Commanders. Overtime for Fire Prevention Bureau personnel shall be scheduled in rotation among all Fire Prevention Bureau personnel. If no officers are available for the overtime work scheduled for such ranks, such overtime shall be worked by firefighters. If no firefighters are available for the overtime work scheduled for such ranks, such overtime shall be worked by officers.

The method for calling and paging for overtime will be regulated by MFD Standard Operating Procedure (SOP). This SOP will only be rewritten through a cooperative agreement between the City and the Union.

**SECTION 3** Five (5) respective overtime group lists will be maintained on a continual basis. The overtime group list for Firefighters, Fire Lieutenants, Battalion Chief/Shift Commander, Fire Prevention Bureau Personnel, and Alarm Personnel will be established by departmental seniority. These five (5) overtime group lists shall be represented in the two (2) department overtime group lists;

1. Regular Call Overtime Group List
2. Special Call with Advanced Notice Overtime Group List

The overtime for emergency call-backs will be offered to the off duty shifts in the following manner.

- A) If Platoon 1 (one) is on-duty then overtime will be offered to the following shifts in this specific order, Platoon 3 (three); then Platoon 4 (four); then Platoon 2 (two).
- B) If Platoon 2 (two) is on-duty then overtime will be offered to the following shifts in this specific order, Platoon 4 (four); then Platoon 1 (one); then Platoon 3 (three).

- C) If Platoon 3 (three) is on-duty then overtime will be offered to the following shifts in this specific order; Platoon 1 (one); then Platoon 2 (two); then Platoon 4 (four).
- D) If Platoon 4 (four) is on-duty then overtime will be offered to the following shifts in this specific order; Platoon 2 (two); then Platoon 3 (three); then Platoon 1 (one).

Fill-ins with less than three (3) hours' notice will also be subject to the emergency call-back provision.

**SECTION 4** Any employee required to work at any time other than his/her regularly established workday as a result of a callback shall be guaranteed a minimum of two (2) hours pay at overtime rate; however, the employee called back will be required to work a minimum of two (2) hours unless excused by the Chief or his/her designated authority.

**SECTION 5** Members of the bargaining unit if available shall be preferred for all overtime work. Assignments of overtime work shall be made in compliance with the provisions of this article.

**SECTION 6** An employee selected for overtime from the rotational list may refuse an overtime assignment without losing status on the rotation list. With the exception of long-term emergencies, local states of emergency, natural disaster or staffing emergencies, at no such time shall an employee be eligible to work more than thirty-eight (38) hours straight. After an employee reaches thirty-eight (38) hours of continuous time of shift work, the employee shall not be eligible for overtime until the employee has had eight (8) hours off as a rest period. For extenuating circumstances and in emergency situations, the Chief and the Union may waive this rule.

A swap is defined as an exchange of working shifts between two (2) employees of equal rank. In the event proper documentation or protocols are not followed the employee who requests a swap will be ultimately responsible for his/her shift. A swap shall have no bearing on payroll. Any shifts that are swapped must be documented by the Chief or his/her designee. If an employee requests a swap and his/her replacement calls off sick for any part of a shift, the person working the swap will be charged sick time providing all department protocols, procedures and written documentation is provided prior to the swap. If a swap is scheduled, but one of the individuals scheduled for the swap, in the interim, gets hurt on the job and is out on worker's compensation, the injured individual shall be charged for a worker's compensation day on the day that he/she swapped to work. All swaps will be tracked by the administration. At no time shall a swap be requested or allowed that would

cause an employee to be ineligible to work his/her regularly scheduled work tour of duty due to reaching or exceeding the maximum allowable hours worked. An employee may only swap up to fifteen percent (15%) of their assigned shifts, per calendar year. Swaps (for both individuals involved) for the following reason(s) will not count toward the fifteen percent (15%) swap limit.

1. Participating in educational courses as a student;
2. Health issues with a member or a member's immediate family;
3. Community service such as charity work, coaching youth programs, or the like as preapproved by the Chief or his/her designee; or
4. Other extenuating circumstances as approved by the Chief or his/her designee.

**SECTION 7** In the event no Battalion Chief is available to work an overtime shift, a Lieutenant will be hired to replace the Battalion Chief. The Lieutenant with the most time in grade shall be hired to work in the capacity of Acting Battalion Chief, and shall receive Battalion Chief pay differential.

In the event no Lieutenant or line firefighter is available to work an overtime shift, a "senior qualified" firefighter (as determined by Article XXVI Acting Assignments) shall be hired from the departmental overtime list.

**SECTION 8** Overtime shifts will be ten (10) hour days, 7:30 a.m. to 5:30 p.m. and fourteen (14) hour nights, 5:30 p.m. to 7:30 a.m.

**SECTION 9** Due to the extreme and urgent emergency nature of multiple alarm assignments (2<sup>nd</sup>, 3<sup>rd</sup> Alarms, etc...) all eligible personnel are permitted to return to work to help fill the assignment, regardless if they are currently scheduled for vacation leave, personal leave, earned time leave, or CEU leave time.

In cases of emergencies that are not multiple alarms or are non-emergency types of situations (examples; training, teaching, etc...) the following procedure shall apply. If the established hiring procedures are followed and the entire list has been exhausted and there are still overtime vacancies, then overtime will be offered (and granted) to any personnel who are on vacation, providing it is not their regularly scheduled shift.

## **ARTICLE VIII** **UNION BUSINESS LEAVE**

**SECTION 1** Officers of the local and members of the bargaining unit, as designated in writing by the Union, shall be granted leave from duty with full pay for union business, such

as attending labor conventions and union educational conferences, provided that the total leave granted under this provision shall not exceed, in the aggregate, fourteen (14) shifts, either ten (10) hour day shifts or fourteen (14) hour night shifts, in any fiscal year. The Union agrees to give the Director of Personnel and the Fire Chief a written list of the persons attending and provide the dates and locations of such conventions, seminars, and meetings. Coverage for such leave is governed by Article XXX.

**SECTION 2** Three (3) bargaining unit employees who are members of the Union's negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 3** Three (3) bargaining unit employees who are members of the Union's grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances when such employees are scheduled to be on duty during such meetings.

**SECTION 4** A written list of Union Stewards and other Officers and Representatives shall be furnished to the City immediately after their designation, and the Union shall notify the City of any changes.

**SECTION 5** The Union may appoint no more than one (1) member to represent another union member at scheduled workers' compensation hearing(s). Such member shall be granted time off with pay to attend such hearings, provided that such 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 such hearing shall be given to the Chief 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.

## **ARTICLE IX** **HOLIDAYS**

**SECTION 1** Each employee shall receive holiday pay for each of the holidays listed below and/or provided for in Section 2 of this Article. Each day of Holiday pay for each employee shall be in addition to his/her regular pay and other benefits and shall be computed by dividing his/her regular weekly pay by five (5).

**SECTION 2** The following holidays are the regularly listed holidays for which holiday pay shall be received.

New Year's Day  
Dr. Martin Luther King Jr's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

**SECTION 3** Staff personnel (Training Division/Fire Prevention Bureau and Alarm Personnel) who work a scheduled five (5) day week shall have the day after Thanksgiving in lieu of Easter Sunday.

**SECTION 4** When an employee works a premium holiday on Thanksgiving, Christmas, or New Year's Day, he/she shall be compensated in lieu of the compensation recited in Section 1 and 2 above and will receive twenty-and-four-tenths (20.4) hours straight time. Employees who are called back for other than a regular shift will not receive this extra compensation. The benefit will be paid only once in a twenty-four (24) hour period. Day shift employees who wish to work the premium holiday must have their work load pre-approved by the Chief or his/her designee before working on said day.

## **ARTICLE X** **VACATIONS**

**SECTION 1** The vacation period for taking vacation during any contract year will be from the Monday preceding July 1 and will terminate on the Sunday preceding July 1 of the following year, however, any employee who elects to terminate employment or retires during the period beginning June 24 and ending June 30 of any contract year, shall not be entitled to vacation pay based on vacation leave granted at the beginning of that vacation period.

**SECTION 2** Those employees who wish to pick vacations for the upcoming fiscal year must do so in April of the prior fiscal year. A list will be posted by platoon and according to department seniority with all the eligible employees making their vacation choices in the order of their standing on such list. Senior members on each shift will have until May 1 to make their picks. Members can pick no more than eight (8) tours in the first round for these picks. After May 1, a second round of picks will occur in a like manner to that described above. In this second round, members can pick up to eight (8) tours until June 1. After June 1, vacation picks will be open to the entire membership regardless of seniority.

**SECTION 3** Members must use all vacation time by June 30 or lose it. Members that have vacation time left at the end of the fiscal year will not be able to carry time over into the next fiscal year unless the Chief determines in his sole discretion that such carry over is appropriate. To request carry over, members must submit a letter stating the reason for carrying over vacation time by June 1<sup>st</sup>. The Chief's decision regarding vacation carry over is final and cannot be grieved. Special vacations must be requested in writing and may be approved by the Chief.

**SECTION 4** Employees who must attend recruit class will not receive any vacation time until they graduate in accordance with this Section. For those employees who graduate from recruit class from July 1 to January 1 and begin working with the department during that same time frame, those employees shall immediately be entitled to four (4) vacation days. For those employees who graduate from recruit class from January 2 to June 30 and begin working with the department during that same time frame, those employees shall not be entitled to vacation time until the next fiscal year.

For any other employees who begin working for the City between July 1 and January 1 of any given year, said employees shall immediately be entitled to four (4) vacation days. Any employee who begins working for the City from January 2 to June 30 shall not be entitled to vacation time until the beginning of the next fiscal year. At the beginning of each fiscal year thereafter until the employee reaches three years of City service, each employee shall receive eight (8) paid vacation days. Any employee with three (3) or more years but less than ten (10) years of such service shall receive twelve (12) paid vacation days each July 1. Any employee with ten (10) years but less than twenty-one (21) years of such service shall receive sixteen (16) paid vacation days each July 1. Every employee upon completing twenty (20) years of service shall receive one (1) additional day of vacation per year for each additional year of service up to a maximum of twenty vacation days. An employee may request a vacation day for a day shift, 7:30 a.m. to 5:30 p.m.; a night shift, 5:30 p.m. to 7:30 a.m.; or a tour of duty with the understanding that each shift shall represent the use of one (1) vacation day. A tour of duty, ten (10) hour day shift followed by a fourteen (14) hour night shift, shall represent the use of two (2) vacation days.

**SECTION 5** Any employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) week of vacation pay for each week of such leave. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her designated beneficiary or, if none, the employee's estate shall receive vacation pay on the same basis as that which the employee is entitled for vacation leave due him/her at the time of retirement. As of July 1, 2016, if an employee retires while out on a worker's compensation injury and is receiving a reduced weekly paycheck in accordance with this Agreement and Connecticut state law, the City shall use the employee's regular rate of pay, not the reduced rate of pay, to calculate the vacation payout.

**SECTION 6** An employee on sick leave on the day his/her vacation is scheduled to begin, shall be rescheduled for vacation at the earliest opportunity upon his/her return from sick leave and upon the presentation of an appropriate physician's certificate in accordance with the provisions of Article XI, Sections 5.

**SECTION 7** An employee returning from vacation leave may be placed on sick leave as of that date provided he/she has the necessary doctor's certificate to prove his/her illness on the date of his/her scheduled return to work.

**SECTION 8** All members that are considered day personnel shall have their vacation time computed in hours. Day personnel may use their vacation time in hours notwithstanding any other provisions of this Agreement.

## **ARTICLE XI** **SICK LEAVE**

**SECTION 1** For the purposes of this article, sick leave is defined as absence from work without loss of pay as a result of a bona fide illness or injury involving the employee, (or as stipulated in Section 8). Each employee shall earn sick leave with pay at the rate of one and one-quarter (1 ¼) working days of sick leave for each full month of employment with the City. Any unused sick leave is to be credited to the employee's unused sick leave account. Employees hired on or after the date that this agreement is ratified or, in other words, November 7, 2016, shall earn sick leave with pay at the rate of one and one-quarter (1 ¼) working days of sick leave for each full month of employment with the City, to a maximum accumulation of one hundred and fifty (150) days.

**SECTION 2** Each employee at the time of his/her retirement shall receive, on the basis of such employee's salary at the time of his/her retirement, one half (1/2) of a day's pay for each day of unused accumulated sick leave which such employee has at the time of his/her retirement up to a maximum of one-hundred (100) days' pay. If such an employee should

die and he/she is not survived by a widow/widower, such pay for unused sick leave shall be paid to his/her designated beneficiary or if none to his/her estate. As of July 1, 2016, if an employee retires while out on a worker's compensation injury and is receiving a reduced weekly paycheck in accordance with this Agreement and Connecticut state law, the City shall use the employee's regular rate of pay, not the reduced rate of pay, to calculate the sick leave payout.

In the event that a member of the bargaining unit is terminated for just cause he/she will forfeit this benefit if all the provisions of Article V Grievance Procedure, Section 3, Step 3, and Article V, Grievance Procedure, Section 3, Step 4 that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

**SECTION 3** In the case of extreme emergency, involving valuable employees with a meritorious service, who through serious and protracted illness have used up all accumulated sick leave, compensatory time off and vacation leave, an extension of sick leave beyond the maximum provided for in these rules may be granted.

**SECTION 4** A list of unused accumulated sick leave as of the end of the fiscal year shall be submitted to the Secretary of the Union during the month of July of each year.

**SECTION 5** When sick leave exceeds two (2) consecutive twenty-four (24) hour tours, the Chief of the Department may require a Physician's Certificate indicating the nature and probable duration of the illness or disability. (Specifically defined as: an acceptable medical certificate signed by a licensed physician or other practitioner, whose method of healing is recognized by the State of Connecticut.)

**SECTION 6** When sick leave exceeds three (3) consecutive twenty-four (24) hour tours, a personal statement indicating the nature of the illness must be submitted to the Chief of the Department upon returning to duty.

**SECTION 7** For frequent and habitual absence from duty and when, in the judgment of the Chief of the Department, there is reasonable cause, the Chief of the Department may require the employee to be examined by a physician of the City's choice at the City's expense. No provision of this article is to be construed as preventing the Chief from withholding the use of sick leave for just cause from any employee.

A record of sick time use will be kept for each employee. A periodic review by the Chief or Deputy Chief will be done on employee sick time records to address any suspected excessive use. If an employee is suspected of excessive use of sick time via the periodic review, the employee will be counseled by the Chief or Deputy Chief.



If the Chief or Deputy Chief find just cause for suspected excessive sick time use than progressive discipline will be used. For frequent and habitual absence from duty and when there is reasonable cause, the Chief of the Department may, in addition to Section 5 of this Article, require that the employee submit a doctor's certification for any future absences and may require that the employee be examined by a physician of the City's choice at the City's expense. If the employee corrects their behavior for a period of six (6) months the Chief may rescind the directive for a doctor's certificate.

Examples of suspected excessive use of sick time may include but are not limited to:

- A) Using an amount of sick time of three (3) tours of duty or six (6) shifts during a six (6) month period.
- B) The use of sick time in conjunction with other time off, vacation, compensatory time and personal leave days.
- C) Use of sick time on a holiday.
- D) The employee uses sick time for a day in which they have been denied time off.

Examples of incidents that do not adversely impact an employee:

- A) Sick days when used according to standard, as defined in this Article.
- B) Sick days for illness/injury supported by Doctor's certificate.
- C) Time off on approved disability leave (e.g. injuries in the line of duty).
- D) Approved leave provided for in the Family Medical Leave Act (FMLA).
- E) Reasonable accommodation made for recognized disabilities under law, such as the Americans with Disabilities Act (ADA).
- F) Sick time donated to an established City "Sick Time Bank".

The following benchmarks will be the criteria used to quantify what may be considered excessive use:

- A) The use of three (3) tours (six (6) shifts) in one (1) six (6) month period (fiscal or calendar year). This benchmark will prompt a letter from the administration

alerting the employee and the Union to his/her status in regards to sick time.

- B) The use of four (4) tours (eight (8) shifts) in the same six (6) month period (fiscal or calendar year). This benchmark will start the progressive discipline system. This benchmark will require a consultation between the administration, the employee and the Union. If the employee refrains from the use of unexcused sick time for a six (6) month period, no further action will be taken.
- C) The use of five (5) tours (ten (10) shifts) in the same six (6) month period (fiscal or calendar year). This benchmark will prompt a documented verbal warning to be delivered to the employee in the presence of a Union representative. This benchmark will also require the employee to supply a doctor's note prior to his/her return to work for each occurrence for one (1) full year.
- D) Each additional day of unexcused sick time will advance the progressive discipline system.

The administration reserves the right to start this process if there is suspected excessive use of sick time by the employee.

**SECTION 8** Sick leave may be used for personal illness, injury, or contagious disease and permit absence of employees a reasonable period of time to care for members of their immediate family. If an employee calls in sick to care for a family member, the employee may opt at the time of the call to come in for night shift.

**SECTION 9** Unused sick leave may be paid in cash after the close of each fiscal year, or may be carried over into the next fiscal year, at the discretion of the employee. Unused sick days shall be computed by dividing an employee's regular weekly pay by five (5) and multiplying same by a factor of thirty-five percent (35%). Sick leave for which an employee receives compensation under this section, will be removed from the employee's sick leave record.

**SECTION 10** When an employee finds it necessary to use sick leave, he/she shall report the reason for needing sick leave to the department's designee at least one (1) hour before the scheduled reporting time. Sick leave shall not be granted unless such a report has been made, except where sufficiently extenuating circumstances, in the opinion of the Fire Chief or Deputy Fire Chief, exist. Also, employees will alert the department at least five (5) hours prior to return to duty.

**SECTION 11** Any employee who is out longer than one (1) week must consult with the Personnel Department before filling out Family Medical Leave Act (FMLA) paperwork.

FMLA covers the employee, the employee's spouse, dependent child or any relative domiciled in the household. The only exception to this rule is if an employee is out on Worker's Compensation.

**SECTION 12** If an employee is ill prior to the start of his/her Tour of Duty, he/she shall have twenty-four (24) hours, two (2) days deducted from his/her accrued sick leave.

**SECTION 13** If an employee goes ninety (90) consecutive calendar days without booking off sick they are credited with one (1) extra CEU day. If an employee goes a whole calendar year without booking off sick they are credited with four (4) extra CEU days. For the purposes of this section any time donated to a Sick Time Bank will not be considered booking off sick.

## **SECTION 14 SICK LEAVE BANK**

### **A. Eligibility**

Any full-time, non-probationary employee who is a Middletown Fire Union member may request approval to be a recipient of sick time under this Sick Leave Bank Donation Program. To be eligible to obtain time from the Sick Leave Bank, an employee must meet the following criteria:

1. Be employed by the City for at least twelve (12) months of full-time employment prior to the request, unless extenuating circumstances exist;
2. Suffer from a non-work related injury or illness that prevents the employee from working, as verified by documentation from the employee's treating medical provider substantiating the need for leave;
3. Expect the leave to be greater than one month, but less than six months;
4. Have exhausted all paid leave balances (i.e. sick leave, vacation, personal leave, holiday, and compensatory time);
5. Sign a ***HIPAA Authorization Form*** and an ***Applicant Statement of Understanding*** acknowledging the voluntary nature of the Sick Leave Bank Donation Program, understand that all hours when an employee is unable to work may not be covered by donations of sick time from fellow employees, and that participation in the program does not establish any right to paid leave time.

6. Unless a current one is already on file with the Director of Human Resources, provide the Director of Human Resources an FMLA approved *Certification of Health Care Provider* (see Director of HR for appropriate form);
7. No prior record of sick leave abuse during the preceding 36 months as determined by the Fire Chief; and
8. Have donated at least one (1) day to the Sick Leave Bank.

Employees who meet all criteria, except for number 2 above, and have received approval from the Fire Chief for a leave of absence, may request time from the Sick Bank for FMLA qualifying situations for members of their immediate family (i.e. spouse, child, or parent).

Employees who meet all criteria set forth above, and have received approval from the Fire Chief for a leave of absence, may submit a request to the Director of Human Resources for Sick Leave Donation.

## **B. ADMINISTRATION**

The HR Director or his/her designee is responsible for reviewing applications and authorizing eligibility under this Program. For purposes of determining eligibility, additional medical certification in accordance with the Family and Medical Leave Act may be requested from the applicant. The HR Director will work closely with the Finance Department and Payroll, as needed, to coordinate Sick Leave donations and monitor the balance of the Sick Leave Bank throughout the year.

Upon the HR Director's determination of eligibility, the matter shall be transferred to the Sick Leave Bank Committee to agree upon the amount of days to be donated to the requesting applicant. The Director of Human Resources and the Sick Leave Bank Committee shall ensure that no decision is made on the basis of an employee's race, religion, creed, color, sex, national origin, disability, age, marital status, veteran status, or sexual orientation. Any decision made in connection with the Sick Leave Bank Donation Program shall not be subject to the grievance procedure.

## **C. PROCEDURES**

1. **Guidelines for Making a Contribution to the Sick Donation Bank:**
  - i. Any employee may donate sick time, in one day increments, to the Sick Leave Bank by completing a *Donor Agreement and*

***Authorization Form*** and a ***Sick Leave Donation Accounting Form***.

The Donor Agreement and Authorization Form must be signed off on by the Fire Chief and then forwarded to the Director of Human Resources. The Sick Leave Donation Accounting Form must be signed off on by the donor and the Director of Finance. The Sick Leave Donation Accounting Form shall identify the number of sick days donated to the program and calculate the number of days donated times the donor's daily rate of pay to determine how much money must be placed in the Sick Leave Bank for later use.

- ii. Minimum donation to the Sick Bank in order to be eligible to participate shall be one (1) day.
- iii. Donations will be immediately deducted from the donating employee's sick leave accrual balance and credited to the Sick Leave Donation Bank.
- iv. The donated time will be converted into actual dollars and placed into the Sick Leave Bank at the value of the donated time as of the donation date. The donating employee's daily rate will be used for conversion into dollars. Funds will be transferred from the donor's department to the Sick Donation account.
- v. The first fifteen (15) days of Sick Time donated per person per year to the Sick Leave Bank can only be donated from current year accumulations. Any time donated from current year will reduce the amount of cash out sick time that is available to the employee under Article XI, Sick Leave, Section 9.
- vi. Any donations made by retiring employees must be made out of time that could otherwise be cashed out. A retiring employee will not be able to donate time to the Sick Leave Bank that he/she would otherwise lose at retirement.

**2. Procedure to Request Sick Leave Donation:**

- i. An employee requesting time from the Sick Leave Bank must submit an Application for Sick Leave Bank Donation to the Director of Human Resources. Certification from a medical provider that complies with FMLA shall be required. Before the application may be considered by the Director of Human Resources, the applicant

must provide the Director of Human Resources a Certification Form signed by the Fire Chief that he/she has not had any sick leave abuse issues within the past 36 months.

- ii. Upon reviewing the employee's Application, Certification Form, Medical Certification, Applicant's Statement of Understanding, and any other documentation provided, the HR Director shall determine, in accordance with the guidelines set forth in Section II above, whether the employee is eligible for donations from the Sick Leave Bank.
- iii. If the employee is deemed eligible, the HR Director shall sign the Application and Applicant's Statement of Understanding. The matter shall then be forwarded to the Sick Leave Bank Committee to determine how many days may be granted to the applicant from the Sick Leave Bank. If the employee is deemed ineligible by the HR Director, the applicant will not be able to receive donated time from the Sick Leave Bank and will have no other option but to follow the personnel rules regarding requesting additional sick time.

### **3. The Sick Leave Bank Committee and Ratification:**

- i. The Sick Leave Bank Committee shall be composed of the following individuals:
  - a. The Fire Chief;
  - b. The Director of Human Resources;
  - c. The Union President;
  - d. The Union Vice-President; and
  - e. The Director of Finance.
- ii. The Committee shall meet as needed to determine how many days, if any, may be granted to the applicant.
- iii. To aid in the Committee's decision, the HR Director shall inform the committee members of the amount of days that the applicant is requesting, the amount of time remaining in the Sick Leave Bank, and shall provide the Committee a short statement regarding the circumstances of the applicant's request.

- iv. The decision will be made on a case by case basis and without precedent.
- v. After the Committee has reached a majority vote with regards to the amount of time to be donated, the matter will then be forwarded to a regular or special meeting of Local #1073, at which meeting the membership shall approve by majority vote the Committee's decision in total. If the membership does not receive a majority vote to approve the Committee's decision, then the employee making the application will not be able to obtain any time from the Sick Leave Bank and will have no other option but to follow the personnel rules regarding requesting additional sick time.

#### **D. ADDITIONAL RULES**

1. No employee may solicit co-workers for sick leave donations. Donations must be voluntary.
2. Donated sick time must be donated in one (1) day increments.
3. Time donated from the Sick Leave Bank may run concurrently with Family and Medical Leave, if applicable.
4. Unused donated sick hours are forfeited and will not be returned to the donor.
5. Unused days in the Sick Leave Bank shall be carried over from year to year and shall not lapse.
6. An employee cannot obtain time from the Sick Leave Bank if it has been depleted.
7. If an individual receives the benefit of the Sick Leave Donation Program during the period when a contested Workers' Compensation claim is pending, and if the Workers' Compensation claim is subsequently approved, the individual shall repay the Sick Leave Bank in full for any and all time paid out under this program.
8. If an employee does not use all of the sick time awarded to him/her under this Agreement, that employee will return any unused sick time to the Sick Leave Bank. Under such circumstances, the employee shall notify the Director of Finance and Director of Human Resources in writing that he/she has returned to

work before using all of his/her donated time and the Sick Leave Bank will be credited accordingly. Under no circumstances, will an employee be able to cash out sick time received from the sick bank.

9. The sick and vacation time accrual an employee earns during the period they are receiving donated sick time will be refunded to the Sick Leave Bank.
10. The actions or non-actions of any individual involved in administering this Program shall in no way be subject to collateral attack or the grievance/arbitration process. Any Committee/Panel charged with administering this Program shall not be considered a board, agency, or any other subdivision of the City. No requests shall be conducted as contested cases or otherwise be subject to the Uniform Administrative Procedure Act.
11. Any decision made under this Section shall be made on a case by case basis and shall be without precedent.

## **ARTICLE XII** **PAID LEAVE**

**SECTION 1** When required, for personnel assigned to a day-shift schedule, up to three (3) consecutive days of leave for purposes of mourning, arranging, or attending a funeral may be granted to an employee who has a death in the immediate family.

When required, for personnel assigned to the twenty-four (24) hour shift schedule, up to two (2) tours of duty with full pay of leave for the purposes of mourning, arranging, or attending a funeral may be granted to an employee who has a death in the immediate family.

The Chief or his/her designee has the right to extend bereavement leave time, when the contractual allotted time is deemed insufficient. Bereavement leave is a specific form of leave and it is not to be confused with or subtracted from any other form of leave.

When required, for personnel assigned to a day-shift schedule, one (1) day of leave will be granted for attending a funeral for extended family members. For personnel assigned to a twenty-four (24) hour shift, one shift of bereavement (24 hours) leave will be granted for the purpose of attending the funeral of an extended family member.

**SECTION 2** Immediate family is defined, for the purpose of this Article to be father, step-father, mother, step-mother, foster parents, sister, step-sister, brother, step-brother, wife, husband, children, step-children, sister-in-law, brother-in-law, mother-in-law,



father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, daughter-in-law, son-in-law, grandchild, and those in foster care within the employee's household, or any relatives domiciled within the employee's household.

**SECTION 3 Extended Family Defined**

Extended family is defined, for purposes of this Article, to be an aunt, uncle, niece, or nephew.

**SECTION 4** In the event the funeral for a member of the employee's immediate family is out of state, one (1) or more additional leave days, as deemed necessary by mutual agreement, may be allowed with pay.

**SECTION 5** The City shall comply with the requirements of state law with regard to jury duty service by bargaining unit members. Additionally, to the extent not covered by law, the City shall provide leave with full pay for any shift/tour during which state or federal service is required. The employee shall reimburse the City any payment received for such jury service.

**SECTION 6** Military leave will be granted to an employee for the purpose of military service or training. Such employee will be reinstated to his/her former position provided he/she is physically and mentally able to perform the duties thereof, and he/she offers to return to duty within ninety (90) days of his/her discharge. The time spent on such military leave shall be included in determining salary advancement and eligibility for promotions and pension and departmental seniority. This section shall not apply to any employee who, because of voluntary re-enlistment, has been absent from the service of the City for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) day period hereinbefore provided for.

**SECTION 7** Employees completing six (6) months of service in the employment of the City, shall be entitled to one (1) personal leave day. Upon completion of one (1) year of service in the employment of the City, employees shall be entitled to two (2) personal leave days annually. Each personal leave day will allow the employee to be off for the entire twenty-four (24) hour tour of duty, both the day shift and night shift. Personal leave days shall be with pay; may not be accumulated from year to year; and may not be used unless the employee provides reasonable notice to his/her immediate supervisor when such leave is to be used.

**SECTION 8** Employees who are expectant mothers shall report to the Chief as soon as there is medical verification of pregnancy, or no later than the fourth (4<sup>th</sup>) month of pregnancy, whichever is the earlier date. The personal physician of the expectant mother

shall determine if the employee has any physical limitations as a result of the pregnancy, and this information shall be forwarded to the Fire Chief. Thereafter, the Fire Chief shall be notified by the employee and/or her physician to determine if additional physical limitations have been brought about by the pregnancy. A review of the employee's work assignments shall be made by the Fire Chief to determine the appropriateness of the firefighter to continue her present assignment. Pregnant employees, upon presentation of a doctor's note indicating that the employee is unable to perform her essential job duties, will be assigned administrative duties until the physician determines that the employee must leave work for childbearing purposes. Such leave shall be unpaid, except employees shall have access to accrued paid leave (personal, sick or vacation) during the period of disability.

## **SECTION 9**

- A) An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave must be exhausted first (1<sup>st</sup>) in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the City shall be required for FMLA leave situations. The parties agree to comply with the FMLA as amended from time to time.
- B) Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

## **ARTICLE XIII** **LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1** Leaves of absence without pay may be granted to employees for a period not to exceed one (1) year, as provided for in the Personnel Rules of the City of Middletown, except that under no condition will leaves of absences be granted solely to seek other employment. Employees seeking approval for a leave of absence under these rules, should forward their application through their respective department head and the HR Director to the Mayor for approval.

**SECTION 2** During the period of leave without pay, except for military leave or FMLA leave, the employee shall not be credited time for purposes of:

- A) accruing sick leave;
- B) accruing vacation leave;
- C) accruing seniority;
- D) accruing pension time.

**SECTION 3** Authorized leaves of absence of one (1) month or less shall not be used for reducing the employee's benefits; except that when leaves of absence exceed seven (7) consecutive days, the employee shall not be credited the one and one-fourth (1 ¼) sick day leave for the month during which the employee returns to work. This section shall not apply to individuals taking military or FMLA leave.

#### **ARTICLE XIV** **UNIFORMS, PROTECTIVE CLOTHING, AND ALLOWANCES**

**SECTION 1** The City shall provide the initial dress uniform including hat, blouse, dress shirts (long and short sleeve), pants, shoes and overcoat as prescribed by the Chief of the Department. The employee shall maintain the same in good condition.

Whenever the City changes the required uniform for members, the City shall provide each member so affected the same clothing allotted to new employees at no cost to the employee.

**SECTION 2** The City shall provide and maintain protective clothing for each employee and such protective clothing shall include helmet, protective coat, pants, gloves, hood and boots as prescribed by the Chief of the Department (All protective gear shall be OSHA and NFPA approved.).

**SECTION 3** Upon requisition of each new employee, the City shall purchase dress and work uniforms for each employee. Work uniforms shall include work pants, work shirts and work shoes as prescribed by the Chief of the Department and shall meet all the standards of the NFPA 1971 and OSHA. The provisions of Section 5 below will apply to this paragraph.

- A) Line personnel shall receive an annual clothing allowance of six hundred and fifty dollars (\$650).

Day personnel shall receive an annual clothing allowance of seven hundred dollars (\$700).

The City shall pay a one hundred dollar (\$100) reimbursement annually each July to line personnel for use of web based paging.

- B) Alarms Division personnel shall receive a basic clothing allowance of five hundred dollars (\$500) per year.
- C) All purchases pursuant to Article XIV shall be made no later than June 1<sup>st</sup> of each fiscal year. Employees will receive notice two (2) weeks prior to June 1<sup>st</sup>. This notification will be attached to their paycheck.
- D) The Chief and/or the Deputy Chief shall have full and final approval on all clothing allowance purchases in order to meet with the standards as described in Section of 3 of this Article.

**SECTION 4** The City shall reimburse any firefighter or any employee of the Fire Department for the loss or damage to clothing and/or personal property suffered in the performance of duty, with a thirty five dollar (\$35) maximum allowable on items of jewelry. Each claim for clothing and/or personal property must be supported by reasonable proof of loss and of the value of the clothing and/or personal property and shall be subject to provisions pertaining to the proving of such claim.

**SECTION 5** Additional items beyond the basic clothing issue may be purchased out of the annual clothing allowance subject to the following conditions:

- A) They must be purchased through established purchasing procedures.
- B) They must be purchased through established vendors.
- C) The items must be approved by the Chief of the Department.

**ARTICLE XV**  
**MEAL ALLOWANCE**

**SECTION 1** When an employee is recalled for duties of an emergency nature before his/her normal meal hour, he/she shall receive his/her meals at the expense of the City. The maximum amount of pay for meals will be seven dollars (\$7.00) for the morning meal, which may be delayed as a result of emergency duties; ten dollars (\$10.00) for the lunchtime meal, which may be delayed as a result of emergency duties, and thirteen dollars (\$13.00) for the early evening meal, which may be delayed as a result of emergency duties. The Fire Chief may, however, depending upon operational considerations, discharge employees from emergency callback prior to providing the meals listed above.

**ARTICLE XVI**  
**PENSION**

**SECTION 1** The present pension plan, known as “An Ordinance Concerning Pension and Other Benefits for Employees of the City of Middletown” shall remain in effect except that it has been agreed to change the present provision that no pension payable to a member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City shall be less than one-half (1/2) the annual rate of pay received by the disabled employee at the time of disability, to read “shall not be less than two-thirds (2/3) the annual rate of pay”. The above notwithstanding 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, shall not exceed eighty percent (80%).

**SECTION 2** Pension benefits for employees who retire during the term of this Agreement will be calculated on the basis of two and one-half percent (2 ½%) for each year of credited service times the average of the employee’s four (4) highest years out of the employee’s last five (5) years of earnings. As of July 1, 2016, when calculating a member’s pension benefit, the City shall not include any time in which the member received a reduced salary as a result of a worker’s compensation injury.

The vesting schedule shall be ten (10) years.

**SECTION 3** Notwithstanding the Middletown Pension Ordinance, the members of the bargaining unit shall receive a pension based upon two and one-half percent (2 ½ %) per year of service to a maximum of eighty percent (80%) and shall be eligible for retirement after twenty (20) years of credited service. Such pension shall be subject to annual cost of living adjustments in accordance with Section 74-47B of the Middletown Code of

Ordinances, as amended on January 3, 2000. Any changes to the current language of that section, which affect the cost of living adjustment for members shall be subject to collective bargaining before the change(s) become(s) effective.

**SECTION 4** Members of the Union who have performed active service in the City of Middletown under the provisions of the Comprehensive Employment and Training Act (CETA) or Emergency Employment Act (EEA) will be afforded an opportunity to acquire up to two (2) years, for pension purposes, of time actually served. Members will be required to pay a small actuarial fee to determine the individual cost of each year of service credit applied for. Upon the determination of the cost of each year of service, the member may obtain service credit by paying to the City an amount equivalent to one hundred percent (100%) of the cost which is determined by the actuary.

**SECTION 5** The City will make available to employees, pursuant to Internal Revenue Services Code Section 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.

**SECTION 6** Employees of the Alarms Division shall receive the same pension benefits, including disability, as the other members of the Union.

**SECTION 7** In the event that a member of this bargaining unit is terminated for just cause, the arbitrator will take into account the following guidelines in regards to an employee forfeiting his/her pension benefits.

- A) The City used reasonable progressive discipline.
- B) It is decided by an Arbitrator, pursuant to Article V Grievance Procedure, Section 3, Step 3, and Article V Grievance Procedure, Section 3, Step 4, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.
- C) The City proves by a preponderance of the evidence that the pension is subject to forfeiture resulting from an employee who is convicted of a criminal felony due to employee corruption through wanton and willful misconduct in regards to the employee being involved in illegal activities while performing their specific job duties. Criminal acts performed outside of employee's job duties shall not constitute grounds for the forfeiture of pension benefits.

The Employee has the right to appeal the arbitrator decision to all applicable Courts on the grounds that no City, State, and/or Federal Ordinances, Codes, or Laws, were violated in the City's termination of pension benefits. Employees who have filed for retirement or are receiving retiree benefits are not subject to loss of pension benefits through these stated procedures.

## **SECTION 8 ACTUARIAL REPORTS**

The City agrees to supply on an annual basis an actuarial report on the status of the City and City of Middletown Fire Department pension fund.

As set forth in the Trust document signed on February 2, 2016, a Trust exists to hold, invest, and distribute the assets of the City's Pension Plan. The trust is divided into three subtrusts for budgeting purposes to establish contribution levels each year for such subtrust. One of those subtrusts is dedicated to the fire department members and their beneficiaries. Nevertheless, the assets of the Trust shall be used to pay benefits claims without regard to the subtrust to which the member entitled to a distribution belongs, and in no event will a member's benefit be limited to or otherwise constrained by the assets held in such subtrust.

## **SECTION 9 SURVIVORSHIP BENEFITS**

- A) In the event of the death of any male or female member of the retirement system, subsequent to the effective date of his or her retirement in accordance with the provisions of this article, and provided such member shall have completed at least ten (10) years of service as an employee of the City of Middletown, the Retirement Board shall pay to the spouse of such member until death or remarriage, whichever shall first (1<sup>st</sup>) occur, a pension equal to one-half (1/2) of the pension which the deceased member was receiving at the time of his or her death. To receive such pension benefits, the spouse must have been married to the deceased member for at least three (3) years before his or her death. If the deceased member leaves no spouse, or if the spouse dies or remarries, the Retirement Board shall pay a benefit totaling one-half (1/2) of the deceased member's pension to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday.
  
- B) In the event of the death of any male or female member of the retirement system while still in the employ of the City prior to the effective date of his or her retirement, and provided such member shall have completed at least ten

(10) years of service as an employee of the City of Middletown, the Retirement Board shall pay to the spouse of such member until death or remarriage, whichever shall first (1<sup>st</sup>) occur, an annual pension equal to twenty-five percent (25%) of the average annual pay of the deceased member received during the five (5) consecutive highest paid years of his or her service, provided that, in case of the death of such member on or after July 1, 1971, such annual pension shall be computed as one-percent (1%) of such average annual pay multiplied by the number of years of his or her service, but in no event less than twenty-five-percent (25%) of such average annual pay. To receive such pension benefits, the spouse must have been married to the deceased member for at least three (3) years before his or her death. If the deceased member leaves no spouse, or if the spouse dies or remarries, the Retirement Board shall pay such annual pension to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday.

- C) All survivors' benefit payments shall become due and payable to the person or persons entitled thereto commencing on the last day of the calendar month immediately following the member's death.
- D) If it shall be shown to the satisfaction of the Retirement Board that a male or female member was killed while in the actual performance of duties pertaining to employment by the City of Middletown, or died from the proximate effects of any injury received while in the actual performance of such duties, the Board shall pay to the spouse to whom such member was married as of the date of such injury, until death or remarriage, whichever shall first occur, an annual pension equal to fifty-percent (50%) of such member's annual rate of basic pay as of the date of such injury. If the deceased member leaves no spouse, or if the spouse dies or remarries, the right to receive payments shall vest in the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday. Payment under this section shall be in lieu of any benefit to which the spouse or children of a deceased member would otherwise have been entitled under this article.

**SECTION 10** The City will grant all bargaining unit members with active-duty military service experience of one (1) year or more, the equivalent of one (1) year of City 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 an individual's pension benefit.

## **ARTICLE XVII** **INSURANCE**

**SECTION 1** The following health insurance, IRS 125 plan, dental insurance, prescription coverage and life insurance, 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 either one (1) of the two (2) medical benefits plans (including prescription drug), dental and life as follows:

- A) A \$10 Open Access Medical Plan with a National Network, as described in Appendix MEDRX 1, attached hereto and made a part hereof. This plan also includes a prescription drug benefit, as described in Appendix MEDRX 1.
- B) A \$20 Open Access Medical Plan with a National Network, as described in Appendix MEDRX 2, attached hereto and made a part hereof. This plan also includes a prescription drug benefit, as described in Appendix MEDRX 2.
- C) A Dental Plan as described in Appendix Dental Insurance summary, 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 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.

Effective July 1, 2016, all members of the Union will be required to pay fourteen percent (14%) of the total actual premium cost for the insurance plan and class of coverage in which they are enrolled.

- B) In the event the benefits referenced in Section 1(A), 1(B) and 1(C) 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 with Local #1073 IAFF.

**SECTION 3** The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is at least comparable to the coverage in effect immediately prior to the change. “Comparable” means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minuses) as to the remaining elements of the plan. The City agrees to give the Union reasonable notice prior to any change in carrier(s)/administrator(s).

In the event of a dispute over the interpretation or application of this section, the Union may, within thirty (30) days after being notified of a medical insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. The request for arbitration shall include a listing of the element or elements of the plan that the Union claims are not “comparable” to the pre-existing plan. Arbitration shall be conducted by a mutually acceptable arbitrator, or if none can be agreed upon within five (5) business days of the Union’s notice of arbitration, by the American Arbitration Association in accordance with its rules and procedures. The costs of arbitration shall be shared equally by the parties.

**SECTION 4**

- A) The City shall implement 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 listed in Sections 1(A), 1(B) and 1(C) 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 of this Article for those employees who complete and sign the appropriate wage deduction form. At the beginning of each calendar year the City will attach a letter and form to employee pay stubs informing them of the open enrollment dates and deadlines. Each employee shall fill out the City provided form and return within two (2) weeks of employee receiving said notice and said coverage will include dependent care, which will be at no cost to the employee.

- 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 in Section 4(A).
- C) The City and Union agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining Agreement and the carrier's insurance plan.

**SECTION 5** The City shall provide for all pensioners and their enrolled dependents one of the following benefits:

- A) Option 1: For those current active employees, including eligible dependents, who are members of the bargaining unit prior to July 16, 2008 shall, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees; shall be provided said coverage, with limitations and payments as may be amended from time to time. The premium cost-share obligation for the retiree shall escalate to no more than one-half-of-one-percent (0.5%) per year. The retiree escalation will only occur in the years where the active Union members' cost-share escalates. The maximum cost share obligation will be twenty-percent (20%) overall for life. Deductibles and co-payments for the retiree will be the same as applied to active employees as may be amended from time to time under Section 2 of this Article. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees, subject to the same deductibles, and co-payments as applied to active employees, and for dependents not eligible for Medicare as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of continuous City service to be eligible for health insurance benefits upon retirement.
- B) Option 2: For those current active employees, including eligible dependents, who become members of the bargaining unit after July 16, 2008 shall, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees, shall be provided said coverage, limitations and payments as may be amended from time to time. All pensioners, age sixty-five (65) and older

who are eligible for Medicare Parts A & B shall receive the same coverage as active employees. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of continuous City service to be eligible for health insurance benefits upon retirement. The premium cost-sharing obligation for the retiree shall be based upon age on date of retirement.

Under 45	eighty percent (80%)
Ages 45 to 47	sixty percent (60%)
Ages 48 to 49	fifty percent (50%)
Ages 50 to 51	twenty-five percent (25%)
52 and up	Same percentage as actives, not to exceed twenty-five percent (25%)

- C) GASB CHANGE CLAUSE If at any point the State of CT does not adopt or use the accounting practices of the GASB 45, the City and or Union shall notify the other party of this change in writing. Also all employees affected by this change will receive a letter attached to their pay stub informing them of the change. The Union may also inform the City of any changes in the GASB that will affect its Union body.

**SECTION 6** The spouse and children of an active or retired employee who dies on or after July 1, 2007, shall receive the coverage such spouse or children would have been entitled to were such employee alive until such spouse remarries or such children are no longer eligible for coverage as dependents under the medical insurance plan, subject to the same deductibles, co-payments, and premium cost share arrangement, as may be amended from time to time that was in effect immediately prior to the death of the active or retired employee.

**SECTION 7** Any active or retired member of the bargaining unit may elect to waive their right to insurance (e.g., medical which includes prescription, dental or life) coverage at any time during the year, however, any enrollment or reenrollment into the health plan, including life insurance, can only be done during the City's annual open enrollment period, generally held in June of each year with coverage effective on July 1st of that year. In the event that reenrollment is necessary due to the member's loss of coverage that would be considered a qualifying event, in accordance with the federal COBRA law, then the City shall allow the member to enroll or reenroll for coverage within-effective the thirty (30)

days of the qualifying event.

**SECTION 8** Any pensioner who is gainfully employed in a capacity where he/she is provided group 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 or begin to contribute on a monthly basis. If such determination is made, the Risk Manager shall notify the employee, via registered, return receipt mail. The employee shall begin to contribute the cost share of twenty percent (20%) of the cost of the health insurance premiums charged by the carrier(s) to the City of Middletown, or such higher percentage as is determined in accordance with Option 1 or Option 2 set forth in Section 5 above, whichever may apply to the pensioner in question. In the event of a benefit dispute a third (3<sup>rd</sup>) party appeal thru the Office of Insurance Commissioner and/or a mutually agreed upon third party shall be afforded. The City of Middletown agrees to pay only administrative hearing costs associated with such appeal.

**SECTION 9**

- A) Each active employee employed as a member of the bargaining unit effective July 16, 2008 shall receive basic term life insurance coverage in the amount of 1x annual base salary rounded to the nearest thousand. The City shall further provide life insurance of five thousand dollars (\$5,000) on the employee's spouse and two thousand five hundred dollars (\$2,500) on each eligible dependent. The cost of this coverage shall be paid one hundred percent (100%) by the City.
- B) Any active employee employed as a member of the bargaining unit effective July 16, 2008 shall retire with the same benefit coverage as defined in Section 9 (A). Upon the employee reaching age sixty-five (65), the life insurance benefits applied to the spouse and/or dependent children shall cease.
- C) For employees hired after July 16, 2008 shall receive basic term life insurance coverage in the amount of 1x annual base salary rounded to the nearest thousand. The City shall further provide life insurance of five thousand dollars (\$5,000) on the employee's spouse and two thousand five hundred dollars (\$2,500) on each eligible dependent. The cost of this coverage to the employee will be five dollars (\$5.00) per month, which will be used to offset the premium charged the City by the carrier. The City will pay the remaining premium due for said coverage.

- D) Any employee who is hired after July 16, 2008 shall retire with twenty-five thousand dollars (\$25,000) in benefit coverage for the employee only at the same cost as paid for when he/she was an active member.

**SECTION 10** In the event that a member of the bargaining unit is terminated for just cause he/she will forfeit the insurance benefits outlined in this Article if it is decided by an Arbitrator, pursuant to Article V Grievance Procedure, Section 3, Step 3, and Article V Grievance procedure, Section 3, Step 4 that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

**SECTION 11** The parties agree to reopen the contract with respect to health benefits on January 1, 2018, however, the Parties may begin such negotiations as early as July 1, 2017. Once either party makes a request to negotiate after said date, then negotiations will commence within 30 days thereof. In the event that arbitration is required under this subsection, the parties agree to split the costs associated with said arbitration, which will include the costs of a stenographer.

## **ARTICLE XVIII** **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 (including pregnancy), marital status, race, color, religious creed, ancestry, national origin, sexual orientation, gender identity or expression, political affiliation, learning disability, physical disability, present or past history of mental disability, intellectual disability, genetic information, criminal record (unless the provisions of 46a-80(b) or 46a-81(b) of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups), military or veteran status, or Union Membership.

**SECTION 2** Whenever the masculine form, or feminine (except when referring to employee pregnancy) of any pronoun is used in this agreement, it is understood that the reference includes both male and female employees.

## **ARTICLE XIX** **LONGEVITY**

**SECTION 1** Longevity shall be considered as added compensation to employees for continued and faithful service to the City. Longevity payments shall not affect the annual pay rate to which an employee is entitled. Longevity payments shall be included in the

employee's total earnings for the purpose of determining his/her pension benefits.

**SECTION 2** Any employee who has or will have, according to his/her anniversary date, in any fiscal year the amounts of service with the City of Middletown, will receive longevity pay as scheduled below:

Twelve (12) years	five-hundred dollars (\$500)
Seventeen (17) years	six-hundred dollars (\$600)
Twenty-two (22) years	seven-hundred dollars (\$700)

**SECTION 3** Payment of longevity amounts due to any employee will be made no later than the first (1<sup>st</sup>) pay day in November in each fiscal year.

## **ARTICLE XX** **SENIORITY**

**SECTION 1** The Director of Finance shall maintain a file of employees showing their seniority in time of service with the City, and he/she shall supply the Union with such list by August 15<sup>th</sup> of each year.

**SECTION 2** When lack of work or lack of funds requires a reduction in the Department, the reduction shall be made in such job classification or classifications as the Chief may designate, and employees of such classification shall be laid off in reverse order of their relative length of service.

**SECTION 3** Whenever an employee is laid off for such reasons within the Department, he/she shall be entitled to replace any employee within the Department with less seniority in a lower paid classification for which he/she is classified. Such employee shall be assigned the salary step which he/she held in his/her previous position.

**SECTION 4** No new employees shall be hired until all laid-off employees have been given ample opportunity to return to work. The opportunity to return to work shall be provided to those laid-off in order of their seniority while employed.

**SECTION 5** Promotional Procedures

The following procedures shall govern all promotions within the Fire Department:

- A. All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of the position to be filled.
- B. Announcements for promotional examinations shall be posted in each fire station twenty-one (21) calendar days prior to the closing date for applications. Applications received after the closing date will not be considered. Notice of open competitive examinations, City-wide promotional examinations, departmental promotional examinations shall be given to the Union by forwarding notices of said examination to the Secretary of the Union at least twenty-one (21) calendar days prior to the closing date of said examination in said department.
- C. All promotions within the bargaining unit shall be offered first to Union members.
- D. There will be three active lists maintained at all times for Battalion Chief, Lieutenant, and new hires. These lists will be good for one (1) year from date of testing. The City will have the option to extend these lists for up to one (1) year. At no time will these lists extend past two (2) years. The City will post said job openings in all stations six (6) months prior to expiration of any of these said lists. Job postings will contain any and all test dates and reading material applicable to the job opening; there will be a minimum of two (2) weeks between notification of a passing score and the next test date, i.e. written, oral, or interviews.

**SECTION 6** The following seniority requirements for promotion will apply within the City of Middletown Fire Department.

- A) Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Assistant Fire Marshal, he/she must have completed four (4) years of regular service in said Department. Upon completion and graduation of state Fire Marshal Certification, persons appointed to the position of Assistant Fire Marshal shall complete three (3) years of service in Fire Prevention Bureau before being eligible to request voluntary demotion to the position of Firefighter or be allowed to test for promotion to the rank of Lieutenant. In the event the above job must be posted for outside hire due to lack of eligibility or qualifications on the part



of departmental personnel, the qualifications will change to reflect four (4) years of full time career fire service within the State of Connecticut and certification as a Fire Marshal. No volunteer experience will be considered.

- B) Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Deputy Fire Marshal, he/she must have completed two (2) years as a Fire Inspector in said Department. In the event the above job must be posted for outside hire due to lack of eligibility or qualifications on the part of departmental personnel, the qualifications will change to reflect six (6) years of full time career fire service within the State of Connecticut, including two (2) years service as a Fire Inspector. No volunteer experience will be considered.
- C) Before a member of the City of Middletown Fire Department can be eligible for Promotion to Fire Lieutenant, he/she must have completed four (4) years regular service in said Department. In addition, if the individual is selected for promotion to Fire Lieutenant, he/she must obtain state certification at the Fire Officer I level and must complete all National Incident Management Systems (NIMS) compliance classes. NIMS classes are those classes required by the City of Middletown in order to maintain compliance with State and Federal Law. The employee must complete all NIMS classes within one (1) year of appointment provided those classes are offered within that time frame. Any waiver of the one (1) year mandate will be at the Chief's and/or the HR Director's discretion. In the event that the Fire Lieutenant position must be posted for outside hire due to lack of eligibility or qualifications on the part of department personnel, the qualifications will change to reflect four (4) years of full time career fire service within the State of Connecticut. No volunteer experience will be considered.
- D) Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Assistant Chief/Training Officer, he/she must have completed seven (7) years of regular service in said Department. In addition, said individual must be state certified at the "Instructor I" level prior to the job posting date. If the individual is selected for promotion to Assistant Chief/Training Officer, he/she must attain state certification at the "Instructor II" level no later than one (1) year following the appointment to the position of Assistant Chief/Training Officer. In the event the Assistant Chief/Training Officer position must be posted for outside hire due to lack of eligibility or qualifications on the part of the department personnel, the qualifications will change to reflect seven (7) years of full time career fire service within the State of Connecticut, including two (2) years of service in

the rank of Fire Lieutenant. No volunteer experience will be considered.

- E) Before a member of the City of Middletown Fire Department can be eligible for promotion to the position of Battalion Chief/Shift Commander, he/she must have completed seven (7) years of service in said department including two (2) years in the rank of Fire Lieutenant. In addition, said individual must be state certified at the Fire Officer I level and have had incident command training prior to the job posting date. If the individual is selected for promotion to Battalion Chief/ Shift Commander, he/she must attain state certification at the Fire Instructor I level no later than one (1) year and attain state certification at the Fire Officer II level no later than two (2) years from the date of appointment to the position of Battalion Chief/Shift Commander. In the event the Battalion Chief/Shift Commander position must be posted for outside hire due to lack of eligibility or qualifications on the part of the department personnel, the qualifications will change to reflect seven (7) years of full time career fire service within the State of Connecticut, including two (2) years at the rank of Battalion Chief or higher and already possess certification at the Fire Officer II and Fire Instructor I levels including training in the Incident Command System. No volunteer experience will be considered.

## **SECTION 7 Seniority Defined**

Seniority shall be of two (2) types: Department Seniority and/or Rank Seniority. Department Seniority shall consist of the total accumulated service of the employee within the City of Middletown Fire Department. Rank Seniority shall consist of relative length of accumulated service of each employee, in their respective rank or classification, with the City of Middletown Fire Department.

Seniority shall be determined by continuous service in the Fire Department. Continuous service shall be broken by only resignation, discharge, an unauthorized leave of absence or retirement. Employees with the same employment/promotional date shall be assigned to the seniority list in the order of their ranking on the Initial Eligibility List.

## **SECTION 8 Seniority Points**

Members of the bargaining unit who are eligible to test for a promotional opening and who pass both the written and oral portion of the testing will be awarded one (1) point for every seven (7) years of continuous service to the City of Middletown Fire Department up to three (3) possible points. Years of service points will be added to an individual's final score after all testing, but before certification of the final eligibility list.

**ARTICLE XXI**  
**TECHNICAL RESCUE AND SPECIALTY TEAMS**

**SECTION 1 TEAM GUIDELINES**

- A) The following is a list of active teams:
1. Dive Team;
  2. Technical Rope Rescue Team;
  3. Emergency Medical Services Instructor Team;
  4. Marine Operational Team. No more than six (6) members per platoon;
  5. Honor Guard Team; and
  6. Child Passenger Safety Team
- B) The Chief of the Department along with the specific Team Commander(s) will set the requirements for each team.
- C) All team membership will be on a voluntary basis.
- D) Compensation for Specialized Rescue Team training will be at the appropriate overtime rate for that employee.
- E) Team Commander(s) shall set the training for each team. All instruction and drills will be coordinated through the specific team leader in coordination with the training and safety officer.
- F) The Chief along with the specific Team Commander(s) shall periodically evaluate the operating procedures and make such changes as are deemed necessary to improve the efficiency and effectiveness of the Technical Rescue and Specialty Teams.
- G) Overtime hiring for Technical Rescue and Specialty Teams shall be added into MFD Standard Operating Procedures through the cooperation of the Chief and the specific Team Commander(s).
- H) Team Commanders shall set the requirements for team membership. Team Commanders shall set all proficiency standards for their respective teams. Such standards must be reviewed and approved by the Chief or his/her designee.

## **SECTION 2 DIVE TEAM**

All employees involved in special dive team operations shall receive annual training. All training costs involved with attaining and maintaining the dive rescue certification and dry suit certification shall be borne by the City. All training costs associated with attaining and maintaining the dive rescue, AGA, and dry suit certification shall be borne by the City. All costs for initial rescue certification of support personnel (tenders and boat operators) shall be borne by the City.

- A) In order to encourage membership, the City shall continue to reimburse the cost of obtaining "Open Water" Certification. In order to receive said reimbursement, the Employee must complete all aspects required (Open Water, Rescue Diver and Dry Suit) of Department Diver. All new members after the date of ratification of this agreement must maintain active status as a rescue diver for a minimum of three (3) years. If employee does not meet these criteria, the cost of the Open Water Certification must be reimbursed to the City, unless the employee has been medically disqualified. For the purpose of clarification, only the cost of the class will be reimbursed to the employee. All time, mileage, and equipment needed for the initial certification will be borne by the employee.
- B) All dive team members and support personnel will be eligible for overtime for training activities and for team activations.

## **SECTION 4 TECHNICAL ROPE RESCUE TEAM**

- A) All employees involved in Technical Rope Rescue Team operations shall receive annual training. All training costs involved with attaining and maintaining certification and team membership shall be borne by the City. Low-angle rope rescue training will be done on all shifts on an annual basis. High-angle rope and trench rescue will be scheduled up to four times per year. Department members, however, will only be eligible to attend two (2) of the four (4) sessions each year. The training for high-angle rope and trench rescue will only be scheduled during any one shift once per year.
- B) All Technical Rope Rescue Team members will be eligible for overtime for training activities and for team activations.

**SECTION 5    EMERGENCY MEDICAL SERVICES INSTRUCTOR TEAM**

- A) All employees involved in Emergency Medical Services Instructor Team operations shall receive annual training. All training costs involved with obtaining and maintaining certification and team membership shall be borne by the City.
- B) All Emergency Medical Service Instructor Team members will be eligible for compensatory time for teaching and/or training activities at the rate of one-and-one-half (1.5) hours per every one (1) hour of teaching and/or training.
- C) Because the training officer is not usually eligible for overtime or CEU time when classes are conducted during the day, the training officer will receive a stipend of \$1,000 annually for the administration and coordination of EMS classes and activities.

**SECTION 6    MARINE OPERATIONAL TEAM**

- A) All employees involved in the Marine Operational Team (MOT) operations shall receive annual training. Officers will be allowed to attend one (1) training session per year so that there is general knowledge of the Marine units. All training costs involved with attaining and maintaining certification and team membership shall be borne by the City.
- B) The MOT Team Commander has the authority to choose the members (Lieutenants and Firefighters) that will serve on the MOT Team. Marine operational experience and proficiency along with availability will be considerations when choosing team members.

**SECTION 7    HONOR GUARD TEAM**

- A) There will be one (1) Commander and one (1) Co-Commander of this Team. The Chief will chose the individuals to fill both positions.
- B) At the beginning of each fiscal year (on or about July 1st) the Honor Guard will receive from the City a budget of one-thousand dollars (\$1000.00). Said money will be spent in accordance with established City Purchasing procedures under the approval of the Chief.

- C) All Honor Guard members must attend at least three (3) Honor Guard functions annually to retain active status:
  - 1. Honor Guard members will receive compensatory time calculated at the rate of time and one-half.
  - 2. Initial clothing for Honor Guard Team members will be as follows, one (1) hat with badge, one (1) ascot, one (1) white parade belt, one (1) pair of Patten leather boots, and one (1) pair of pants with yellow and red striping. Cost for boots and pants to be split equally between the City and team member.

**SECTION 8 CHILD PASSENGER SAFTEY TEAM**

- A) There will be one (1) Commander and one (1) Co-Commander of this Team. The Chief will chose the individuals to fill both positions.
- B) At the beginning of each fiscal year, the CPS Team will receive a budget of five hundred dollars (\$500.00) for equipment. Said money will be spent in accordance with established City Purchasing procedures under the approval of the Chief.
- C) All CPS members must be CPS certified and said certification will be paid for by the City.
- D) At the discretion of the Chief, CPS members will either receive compensatory time calculated at the rate of one and one half times the hours worked for participating in CPS events and training or overtime as calculated in this Agreement.

**ARTICLE XXII**  
**TERMINATION PAY**

**SECTION 1** Employees who retire under the pension plan offered to members of the bargaining unit shall be entitled to termination pay at the rate of one (1) day for each full calendar month that they have been employed during the fiscal year in which they retire. Employees hired on or after August 13, 2001 shall not be eligible for this benefit.

**ARTICLE XXIII**  
**FIRE WATCH DUTY**

**SECTION 1** Whenever any person or organization is required to or shall seek the services of firefighting personnel for fire watch duty, such work will be assigned by the Chief of the Department to employees of the Fire Prevention Bureau who shall have the right of first (1<sup>st</sup>) refusal on all fire watch assignments relating to code enforcement from a rotational list established for the Bureau. Any unfilled assignments or non-code enforcement assignments will be made available to other employees off a special call list. For the purpose of the fire watch assignments, if the assignment is not covered by a member of the fire prevention bureau, the assignment will be offered to a Battalion Chief. If no Battalion Chief is available to fill the assignment, the assignment will be offered to a Lieutenant. If no Lieutenant is available to fill the assignment, the assignment will be offered to a firefighter.

**SECTION 2** Employees serving on Fire Watch Duty will be paid at time and one-half (1.5) their regular hourly rate for a minimum of two (2) hours on each assignment. Payments for Fire Watch Duty will be made through the City Payroll Department on the regularly scheduled payroll period. All wages received for this service shall have taxes deducted.

**ARTICLE XXIV**  
**ATTENDANCE AT SCHOOLS**

**SECTION 1** All employees, except Alarms Division personnel, will be sent at City expense to obtain a Connecticut State Fire Academy Recruit Training Certification within one (1) year of their hiring date. Recruit fire training will be waived for any new member who has attended and passed the Connecticut State Fire Academy Recruit Training class within two (2) years of conditional offer of employment.

**SECTION 2** All employees who attend Fire School shall be permitted to attend the entire course of instruction.

**SECTION 3** Whenever an employee is assigned to department mandated training, approved leave shall be granted. The administration reserves the right to cancel all approved leave for non-mandated training twenty-four (24) hours prior to the training.

**SECTION 4** In order to attend Connecticut State Fire Academy Recruit Training, Training Programs, EMT certification training and programs that are beneficial to the employee and/or Fire Department, the Chief may transfer employee to a Monday-Friday work week

- A) Whenever the employee attends training approved by the Chief outside the normal scheduled work week, the employee shall receive time and one-half of compensatory time.

Compensation for training that is contractually mandated as a “condition of employment” (EMT, Pump Operator, Aerial Operator, etc...) will be one and one half (1.5) hours of compensation time for every hour of training.

Compensatory leave requires a twenty-four (24) hour notice to his/her immediate supervisor, when such time is to be used. In the event a twenty-four (24) hour notice is not feasible due to exigent circumstances the employee must obtain the approval of the Chief or Deputy Fire Chief. All compensatory time must be approved by the Chief or the Deputy Fire Chief.

- B) When the employee assignment is for a full week (Monday-Friday) the employee has the option of utilizing a SWAP procedure to cover his/her platoon assignment, or work the Monday through Friday work schedule.
- C) No compensation shall be received for travel time before or after the employee’s regularly scheduled work shift of 8 a.m. to 4:30 p.m. Monday through Thursday, and 8 a.m. to 4:00 p.m. on Friday.
- D) Notwithstanding the foregoing, an employee shall be considered on duty and shall be compensated in accordance with the relevant provisions of this contract.
- E) Mileage allowance to and from the class location shall be paid if the employee uses his/her vehicle to attend a contractually obligated class, unless the class location is within the City limits. Under such circumstances, mileage will be calculated from the Main Street firehouse to the location of the class or from the employee’s home address (whichever distance is shorter) and will only be available if a City Vehicle is not available.
- F) Other than the foregoing, no other expenses shall be paid by the City.
- G) In cases where more than one (1) person requests permission to attend classes, selection will be on a first (1<sup>st</sup>) come, first (1<sup>st</sup>) serve basis. This paragraph does not apply to Connecticut State Fire Recruit School. The Chief, in his/her discretion, may cancel an approved class at any time prior to the start of the class. The Union hereby agrees to meet with the Chief to



resolve scheduling conflicts.

- H) In circumstances where an employee elects to participate in activities associated with Firehawk, Adopt a Fire Fighter Program, programs pertaining to the Public Information Officer during his/her off-duty time, and if the employee receives advance approval by the Chief or his/her designee, compensatory time shall be awarded in accordance with Section (A) above. Guidelines for the use of compensatory time will be in accordance with Article XXX of this Agreement. The Chief of the Department can choose other programs that would be beneficial to members of the Department. All programs attended by employees must be approved in writing by the Chief or Deputy Chief.
- I) The relevant provisions of this Article will apply to Alarm personnel assigned to the Fire Department, provided the courses are relevant to their field. However, no more than one (1) of the Alarms Division personnel may be absent at a time.

## **ARTICLE XXV** **WAGES**

**SECTION 1** The wage rates for all bargaining unit employees shall be set forth in Appendix A.

All newly hired firefighters shall be placed at Step 1 of the salary schedule as set forth in Appendix A.

Newly hired firefighters shall advance through the salary schedule in the following manner:

- Advancement to Step 2 shall be one year after hire date;
- Advancement to Step 3 shall be one year after placement in Step 2;
- Advancement to Step 4 shall be one year after placement in Step 3;
- Advancement to Step 5 shall be one year after placement at Step 4;
- Advancement to Step 6 shall be one year after placement at Step 5;

**SECTION 2** The following represents the wage increases over the term of this contract:

Effective and retroactive to July 1, 2016, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2016 shall increase by 3.35%.

The step increase for newly promoted officers must be calculated at the formula set forth in Section 4 herein when calculating retro back to July 1, 2016.

Effective July 1, 2017, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2017 shall increase by 3.35%.

Effective July 1, 2018, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2018 shall increase by 3.35%.

**SECTION 3** Employees who are promoted shall move from their current salary and step to one full growth step advancement in the salary scale set forth in Appendix A for the higher rank, and in accordance with the existing practice; however, in no event will an employee who has been promoted be placed in the higher salary at a step less than Step 3.

## **ARTICLE XXVI** **ACTING ASSIGNMENTS**

**SECTION 1** Whenever any firefighter is required to work in the classification of Fire Lieutenant, he/she shall be paid at a level at least one (1) step higher according to the growth step calculation referred to herein. All work performed herein shall be computed and paid on an hourly basis.

**SECTION 2** In the absence of the Battalion Chief, the Lieutenants assigned to that 24 hour tour and on the current promotional list will act as the Acting Battalion Chief for that shift. If there is more than one Lieutenant from the current promotional list working during that tour, then the acting assignment list will be rotated. If no Lieutenant is on the current promotional list at the time of the absence, the assignment will go to the most senior Lieutenant on the tour. Acting assignments shall receive Battalion Chief pay differential for the time worked in this capacity.

## **ARTICLE-XXVII** **FILLING OF ASSIGNMENT**

**SECTION 1** The Chief or his/her Deputy shall be the sole authority to determine where and when an acting assignment is to be created. All acting assignments will be offered to firefighters on the shift on which the vacancy occurs as long as a capable firefighter is available. The Chief or his/her Deputy shall give reason to the Union if seniority is not the criterion used in filling the assignment; however, failure to assign by seniority shall not be grievable.

An acting officer (Lieutenant or Battalion Chief/Shift Commander) will only be appointed when and after the position has been offered to all sworn and appointed officers. Lieutenant/Lieutenant; Battalion Chief/Battalion Chief; Battalion Chief/Lieutenant; Lieutenant/Battalion Chief. When an acting officer is assigned, the position will not be counted as minimum staffing.

## **ARTICLE XXVIII** **PRIOR PRACTICE**

**SECTION 1** All benefits, rights and privileges enjoyed by employees prior to entering into this Agreement, except as specifically abridged, deleted or modified by any provisions of this Agreement, are hereby made a part of and protected by this Agreement.

- A) The City and the Union agree that all prior memoranda and/or letters of understanding and/or Rules and Regulations of the City of Middletown Fire Department, not discussed and specifically incorporated into this contract are null and void. In the future, should management determine that Rules and Regulation Procedures are to be re-established, the City agrees to discuss such impact with the Union.

## **ARTICLE XXIX** **COLLEGE INCENTIVE PROGRAM**

**SECTION 1** All members of the bargaining unit who have successfully completed sixty (60) credits but less than one hundred twenty (120) credits and have obtained a diploma with the designation of Association of Science from colleges or universities, accredited by the following Regional Associations: (1) Middle States Association of Colleges and Schools; (2) New England Association of Schools and Colleges; (3) North Central Association of Colleges and Schools; (4) Northwest Association of Colleges and Schools; (5) Southern Association of Colleges and Schools; and (6) Western Association of Schools and Colleges, shall receive four hundred dollars (\$400.00) annually. All bargaining unit members who have successfully completed at least one hundred twenty (120) credits and have obtained a diploma with the designation of Bachelor's Degree from college or universities, accredited by the above-referenced Regional Agencies, shall receive eight hundred dollars (\$800.00) per year. All bargaining unit members who have successfully completed a master's degree from college or universities, accredited by the above-referenced Regional Agencies shall receive one thousand one hundred dollars (\$1,100.00) annually. The stipend will only be paid on the highest level diploma obtained. No employee will receive more than one such stipend per year.

Those annual stipends for Fire Department Personnel shall apply to degree related courses in Fire Technology and Administration, or in the area of Emergency Management, Public Management, City Management, or Business Management. For Alarms Division personnel, those annual stipends shall only apply to those degree related courses in Electronics Technology.

Bargaining unit members who have obtained a diploma as set forth above, shall submit a copy of the diploma to the Offices of the Fire Chief, HR, and Payroll. For budgeting purposes, those employees wishing to take advantage of the college incentive program must declare their intention to start a degree program to the Fire Chief prior to the start of his/her degree program.

**SECTION 2** Upon successful completion of degree related courses in Fire Technology and Administration or Electronics for the Alarms Division personnel, an employee will be reimbursed for tuition and books a maximum amount based on the following schedule.

For a Grade of A	eight hundred and fifty dollars (\$850.00)
For a Grade of B	seven hundred and fifty dollars (\$750.00)
For a Grade of C	six hundred and fifty dollars (\$650.00)

### **ARTICLE XXX** **MINIMUM STAFFING**

**SECTION 1** Effective January 1, 2009 a minimum staffing level of three (3) officers (one (1) Battalion Chief and two (2) Lieutenants) and eight (8) firefighters is established for each of the four (4) platoons in the City of Middletown Fire Department. Whenever officer staffing drops below the aforesaid described minimum staffing level, assignments shall be made pursuant to Article XXVII, Section 1.

**SECTION 2** Whenever two (2) line firefighters are absent from duty due to training, vacation leave, or personal leave, no other line firefighter shall be allowed a personal leave during the aforesaid leave of absences, unless staffing is above minimum. For clarification purposes, individuals out on worker's compensation leave, FMLA, or Bereavement will not count towards the two (2) line firefighters mentioned in the first sentence of this section. In addition, no Union business leave (under the provisions of Article VIII, Section 1) will be permitted, unless the Union provides replacements by means of SWAP arrangements or agrees to pay for the overtime wages required to provide replacement firefighters. Any training or schooling held outside of the City will also be restricted (See Article XXIV,

Section 4(G) except that this provision shall be waived (and Article XXIV, Section 4(G) shall not be exercised), for up to forty-two (42) man hours per contract year, on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis, to permit attending approved training even though overtime coverage is required. The Chief may however, grant a personal leave day in the case(s) of proven emergency. Additionally, one (1) line Officer shall be granted the same leave provisions as stated above. This policy does not include daytime personnel.

**SECTION 3** In the event the City decides to open any additional firehouses during the term of this Agreement, the parties shall reopen negotiations on the subject of staffing one (1) year prior to the anticipated date of opening.

## **ARTICLE XXXI** **HEALTH AND SAFETY/MISCELLANEOUS**

**SECTION 1** The City shall provide in each Fire Station a reference library containing current material pertaining to the fire service which shall be available to all employees assigned to the Station. A complete set of I.F.S.T.A. (International Fire Service Training Association) materials will be available in the training division for the employee's use.

**SECTION 2** **Response Time:**

- A) Those employees living within a fifteen (15) mile radius of City Hall or available to report to the firehouse within 15 minutes of the callback will be eligible for emergency call back.

**SECTION 3** It is agreed that officers will attend staff meetings at the direction of the Chief of the Department. Officers not able to attend for valid reasons will contact the Chief directly to request being excused from attendance. Compensation for said meetings shall be at straight time for the number of hours required.

**SECTION 4** The Assistant Chief will not act as Battalion Chief/Shift Commander except in cases of emergency.

**SECTION 5** Emergency Medical Certification (E.M.T.). The Union and the City have determined it is in the best interests of the citizens of the City of Middletown that the Fire Department provide first (1<sup>st</sup>) response medical coverage. Therefore, all current bargaining unit line personnel employees shall, as a condition of employment, be certified as Emergency Medical Technicians and shall maintain E.M.T. certification. The cost of recertification and certification courses shall be borne by the City.

**SECTION 6** All new employees and the Assistant Chief shall be certified by the State to the level of Firefighter 2 within twenty-four (24) months of their date of hire, and shall be certified by the State to the level of Pump Operator and Aerial Operator within thirty-six (36) months of their date of hire. Department probation for new employees will end after twelve (12) months beyond successful completion and graduation of Connecticut State Fire Academy Recruit training, but the certifications referenced above will be considered conditions of employment.

**SECTION 7** The smoking regulations will fall under the direct control of the Fire Chief as long as his/her decision is not in violation of State or National Law.

**SECTION 8** At least once each month, at a time determined by the Chief of the Department and the Union, there may be a meeting for the purpose of settling disputes without recourse to the formal grievance procedure and to further promote satisfactory relationships. When such a meeting is proposed by either party, the responding party should make every effort to agree to a meeting date at the earliest possible opportunity. By mutual agreement, the time limitations listed in Article V, Section 3 Step 1 of the agreement may be waived to facilitate the scheduling and implementation of the above meeting.

**SECTION 9** The Union shall provide IAFF uniform patches and IAFF window decals to be displayed on the uniforms of bargaining union members and on Fire Department apparatus, subject to the approval of the Chief as for size and placement location, and without cost to the City.

**SECTION 10** The City and the Union agree to form a labor/management health and safety committee. The purpose for the committee shall be to review State and Federal standards for compliance and assurance of the health and safety of all department members. The committee shall also review the department's operations and make recommendations for changes to the department's policies and procedures to ensure all departments' operations are conducted safely. The committee shall consist of the Chief, the Assistant Chief/Training Officer, and a representative of the Fire Prevention Bureau (selected by the division members) and a line representative (elected by the body). The committee shall meet at a minimum quarterly but the Chief may request additional meetings should the need arise. Those members not working during the meeting shall be compensated in a similar manner as to the straight time overtime for officer meetings.

**SECTION 11** A safety officer shall be assigned to all incidents. The initial safety officer shall be the officer in command of the incident. On all platoon and multiple alarm call back incidents, the Assistant Chief/Training Officer shall be assigned to safety upon his/her arrival. The Assistant Chief/Training Officer may, at the discretion of the Chief or Deputy Chief, for major incidents be recalled to service for the purpose of being safety officer.

The Safety Officer shall receive a stipend of one hundred dollars (\$100) for each seven (7) day period that he/she is on call for emergency call-backs of one platoon or greater. The Safety Officer is expected to remain available for call-backs within a twenty (20) minute time frame from the time of a platoon call-back and/or a second alarm or greater. In the event that the Safety Officer who is subject to call-backs is unavailable due to being out of the call-back radius, is engaged in an activity that will delay his/her response, is ill, on vacation or another form of approved leave, then he/she is required to notify the on-duty Shift Commander. If the individual who is supposed to be the subject of a call-back is on leave for one week or greater, a different Safety Officer will be hired from the rotational list. Hiring will be by rank starting with Battalion Chiefs then Lieutenants and will be compensated with the stipend mentioned herein.

**SECTION 12** All Battalion Chiefs and all Lieutenants shall within one (1) year of appointment attend and successfully pass the Connecticut Fire Academy Incident Safety Officer Program.

**SECTION 13 NO STRIKE – NO LOCKOUT**

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

**SECTION 14 ORDINANCES, LAWS, POLICIES, AND PERSONNEL RULES**

The City and the Union shall recognize and adhere to all provisions of ordinances, state and federal laws and the Standard Operating Policies/Guidelines of the City of Middletown Fire Department; and the Personnel Rules and Regulations of the City of Middletown not otherwise superseded by the terms of this agreement.

**SECTION 15 SAVINGS CLAUSE**

If any provision of the Agreement or application of such provision, should be rendered or declared inoperative, invalid or illegal by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, all 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 or provision herein become inoperative or fail by reason of the invalidity of any other portion or provisions.

## **SECTION 16 USAR**

Those bargaining unit members who are members of the Urban Search and Rescue Team (USAR) will be granted approved leave if members are on duty for a training exercise conducted by the USAR team only if said approved leave does not conflict with Article XXX Minimum Staffing. Each member of the USAR team is required to submit to the Chief or his/her designee of the Department documentation including but not limited to the lesson title, hours, and objectives of the training session to be eligible for approved leave. If the USAR team is activated while members of the team are on duty, it will be the responsibility of those members to use their own time or use the swap process; sick time will not be used for this purpose. Once minimum manning is maintained or is achieved, those members will be allowed to leave with the approval of the Shift Commander.

## **SECTION 17 RETENTION OF CAPTAIN'S POSITION**

The City and the Union recognize that the former position of Captain shall be retained as a position within the bargaining unit. If and/or when, the position of Captain is reinstated, both parties agree to bargain collectively on the inclusion.

**SECTION 18** For the purpose of maintaining the Department's fleet, it is acceptable to use on-duty personnel to deliver to or retrieve vehicles or apparatus from repair facilities. This clause will be limited to repair facilities within the emergency callback radius and will have no bearing on minimum staffing as long as staffing does not drop more than one below minimum.

## **SECTION 19 PUTTING NEW EQUIPMENT AND VEHICLES IN SERVICE**

Under no circumstances will new equipment be put into service without the proper training of personnel with the new equipment.

**SECTION 20** The City and the Union agree to operate under the City of Middletown Fire Department Storm (Major Emergency Operations) Policy and if there is any deviation by the City of said policy both the City of Middletown Fire Department and Union will be informed. Furthermore, the City and the Union acknowledge that, in the future, both parties shall cooperate and collaborate on any adjustments to this policy for the sake of improvement, clarification, and/or modification.

**SECTION 21** The City shall provide training for any specialized apparatus (defined as the only type of such equipment within the fleet). The Chief will make the determination on which personnel will take the training. Training will be scheduled prior to the apparatus being put into service.



**SECTION 22** The Department may utilize any personnel with special skills or certifications for instances of department training or events where outside contractors would have to be hired. Examples include but are not limited to EMS, driver certification (CDL or 2Q), or CAMEO.

**ARTICLE XXXII**  
**PHYSICAL FITNESS**

**SECTION 1** In order for the City of Middletown to be in compliance with Federal O.S.H.A. regulations 1910.134(b) (10) regarding the use of respirators (S.C.B.A.), the City of Middletown agrees to do physical examinations for all members of the City of Middletown Fire Department.

- A) All employees of the City of Middletown Fire Department will be required to successfully complete a physical examination in order to comply with Federal O.S.H.A. regulations 1910.134 (b) (10) regarding the use of respirators (S.C.B.A.).
- B) The City and the Union agree that all new employees shall comply with Federal O.S.H.A. regulations 1910.134(b)(10) regarding the use of respirators (S.C.B.A.) before being assigned to the City of Middletown Fire Department.
- C) Employees wishing to avail themselves of the physical examination provided by the City will be scheduled for such examination while on duty.
- D) Such procedures shall be limited to those examinations, tests and medical history questions as enclosed on the attached medical forms. Within three (3) working days after the examination the examining physician will file with the Fire Department Chief, HR Director and Union a copy of the examination results. Within two (2) days after receiving the results of the exam, the Fire Department will confirm and/or notify employees failing the exam of their options. All exam results shall be in accordance with HIPAA (Health Insurance and Portability and Accountability Act) regulations.
- E) Employees may (at their own expense), utilize a physician of their own choosing. When they do so, they will be required to have the physician utilize the same examinations as set forth in the attached document. The employees shall submit to the Chief the attached Pass/Fail form. The City shall bear no

expense for this initial medical examination given by the employee's physician.

- F) Every employee who has passed the medical examination, whether from their own physician or that physician utilized by the City, shall be able to be assigned to duties requiring the use of S.C.B.A. during that period of time as noted on the Pass/Fail examination form. The City shall notify the employee thirty (30) days prior to the expiration of the period of time covered by the previous physical examination.
- G) Any employee whose assigned duties require him/her to wear S.C.B.A. and who opts to avail himself/herself of the examination provided for by the City, and who subsequently was determined to have failed the examination in the opinion of the examining physician, will be reassigned for a period not to exceed five (5) days to administrative duties. During this time period, the employee will be allowed to seek the opinion of another physician of his/her choice at no expense to the City, and will be required to submit to the Chief of the Department the same form as used for the initial examination. Upon subsequent successful completion of a second (2<sup>nd</sup>) examination said employee may be returned to full duty.
- H) If any employee is unable to pass the examination or fails to submit a passing physical form to the Chief of the Department, then that employee shall be assigned temporarily to a position within the Fire Department where he/she shall not be required to wear a Self-Contained Breathing Apparatus (S.C.B.A.).
- I) The City and the Union understand that these temporary assignments may cause a temporary increase in the number of positions in certain areas. However, these temporary assignments shall be for the purpose of allowing the employee to rehabilitate himself/herself to, in the shortest time possible, so that he/she may be reassigned to his/her previous assignment. It is incumbent upon the employee to structure a program with advice from either his/her physician and/or the City physician to rehabilitate himself/herself.
- J) The City shall make reasonable efforts to accommodate the employee in his/her efforts to rehabilitate himself/herself. Employees who are temporarily assigned shall continue to receive all rights and benefits of their rank while so assigned. These temporary assignments shall be for the purpose of this agreement only.

- K) If a “Pass” is received from an employee’s own physician after receiving a “Fail” from the City’s physician, an employee may be placed on full duty within five (5) days after receipt of the certification form. If there continues to be a disagreement between the City’s physician and the employee’s physician, the City will request negotiations with Local #1073 regarding the employee in question.
- L) Results of all examinations will become the property of the City of Middletown; however, upon request, the employee may be furnished a copy of his/her examination.

**SECTION 2** A committee is to be developed which will include members from the Fire Department, Management/Labor as well as independent sources to create guidelines for physical fitness testing, drug policy (if any) as well as act in an advisory capacity to the Chief as to implementing smoking decisions.

**SECTION 3** Prior to participating in any exercise program each bargaining unit member may obtain a note from their physician should he/she feel unable to participate in any portion of the program. The note shall specify any medical problems and shall propose alternative exercises.

**SECTION 4** The City will agree to supply equipment necessary for the program to be implemented.

### **ARTICLE XXXIII** **INJURY LEAVE**

**SECTION 1** Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay, during the period of their injury or disability not to exceed nine (9) months from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first.

**SECTION 2** Any employee who is injured or disabled in the performance of his/her duties, and who reaches the point of maximum recovery, but is unable to perform his/her assigned duties and has less than twenty (20) years of service, to the City, first (1<sup>st</sup>) may be offered a position elsewhere in the City which can accommodate his/her disability. If no applicable work is available in the City, or the employee declines the alternative employment, he/she shall be retired on a service-connected disability pension or through the normal retirement system as provided for in Article XVI herein.

**ARTICLE XXXIV**  
**UNION SECURITY & AGENCY SHOP**

**SECTION 1** 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 costs of collective bargaining contract administration, grievance adjustment, and other legally permissible costs, for the duration of the Agreement or any extension thereof.

**SECTION 2** 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 (60<sup>th</sup>) 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 the Agreement and any extension thereof.

**SECTION 3** 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.

**SECTION 4** 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. If the Union fails to promptly defend such suits or proceedings, the City shall undertake such defense and all costs thereof shall be charged to the Union.

**ARTICLE XXXV**  
**SUBSTANCE ABUSE**

**SECTION 1** **Purposes:**

The purposes of this policy are as follows:

- A) To establish and maintain a safe, healthy working environment for all employees.
- B) To ensure the reputation of the City of Middletown Fire Department and its firefighters as good, responsible citizens worthy of public trust.

- C) To reduce the incidence of accidental injury to persons or property.
- D) To reduce absenteeism, tardiness and indifferent job performance.
- E) To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

**SECTION 2 Definitions:**

**Alcohol or Alcoholic Beverage:** Means any beverage that has an alcohol content.

**Drug:** Means any substance (other than alcohol) capable of altering the mood perception, pain level or judgment of the individual consuming it.

**Prescribed Drug:** Means substance prescribed for the individual consuming it by a licensed medical practitioner.

**Illegal Drug:** Means any drug or controlled substance, the sale or consumption of which is illegal.

**Supervisor:** Means the officer or acting officer who is an employee's immediate superior in the chain of command.

**Employee Assistance Program:** Means Employee Assistance Program provided by the City of Middletown or any agency/entity the City has contracted with to provide said program.

**Supervisor Referral:** Shall be considered an order or directive.

**SECTION 3 Employee Assistance Program**

- A) Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by the employees supervisor.
- B) Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-Referral" confidentiality will

be maintained between the individual seeking help and employee assistance personnel.

- C) Employee progress will be monitored by the Fire Chief or a Deputy Fire Chief in the case of recommendation or referral.
- D) Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Employees using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. An employee may request an extension of sick leave for rehabilitation purposes, however, the failure of the City to grant said extension shall not be a grievable matter by the employee of the Union.
- E) To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(D) above, the employee must have been employed at least one (1) year, must maintain at least weekly contact with the Fire Chief, and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F) Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

#### **SECTION 4 Alcoholic Beverages**

- A) No alcoholic beverages will be brought into or consumed upon Fire Department premises except with written advance permission from the Chief of the Department. The Fire Department will invoke appropriate disciplinary action for any violations.
- B) Being under the influence of alcoholic beverages while on duty may be cause for suspension or termination.
- C) Drinking while on duty may be cause for immediate termination.
- D) Any employee whose off-duty use of alcohol results in an inability to perform all duties required of said employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event that employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

**SECTION 5 Prescription Drugs**

- A) No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- B) Any employee whose use of prescription drugs results in a sustained inability to perform all duties required of said employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary actions being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.
- C) The Chief or his/her designee maintain the prerogative based upon reasonable suspicion to require an employee to produce a doctor's note indicating that the prescription drug will not affect job performance.

**SECTION 6 Illegal Drugs**

- A) The use of an illegal drug or controlled substance or the possession of them, except as set forth in Section 5 above, by an employee while said employee is on duty is cause for immediate termination.
- B) Any employee whose use of illegal drugs off duty results in an inability to perform all duties required of said employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event that the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.
- C) The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person, is cause for referral to law enforcement authorities and will be cause for discipline.

**SECTION 7 Procedures**

The procedures of the City of Middletown's Fire Department with regard to employee using, possessing or being under the influence of alcohol, drugs or chemicals while on duty shall be as follows:

Employees shall report to their places of assignment fit and able to perform their required duties and shall not, by any improper act, render themselves unfit for duty. Random or mass testing is strictly prohibited. No employee will be tested for alcohol or drug use unless there exists reasonable grounds.

**STEP 1:** Supervisors who have reasonable grounds to believe an employee is under the influence of alcohol, drugs or chemicals shall immediately remove said employee from duty in order to protect said employee, fellow employees and the public from harm.

**STEP 2:** The Supervisor shall notify his/her Supervisor immediately.

**STEP 3:** Both Supervisors will interview the employee in the presence of their Union Representative, and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs or chemicals, then said employee will be taken to the hospital or testing facility as designated by the City and the Union. All tests shall be administered by a testing facility that can ensure the following:

- A) A confidential chain of custody;
- B) An independent sample collection process;
- C) Sterile containers;
- D) The laboratory performing the test must be certified by the State in which it lies or by the federal government health authorities as a medical laboratory and shall meet the requirements for forensic laboratories;
- E) Test results shall be supplied to both the Fire Chief and the employee charged as soon as they are available, if possible within twenty-four to forty-eight (24-48) hours. If any individual receives a positive result, they may request an immediate re-test.

Sample collection shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while supplying a urine sample.

Instead, administrative procedures and biological testing of samples shall be conducted to prevent the submission of fraudulent samples for testing. If testing is positive, the sample



shall be split in three (3) parts and reserved for independent analysis. The method for all testing of samples shall be performed by the Gas Chromatography-Mass Spectrophotometry (GC-MS) test.

There shall be a medical evaluation of each test result conducted by a toxicologist or a physician prior to release. Only confirmed results shall be reported to the employer. Unconfirmed, inconclusive and “weak positive” reports shall never leave the laboratory.

If the test is found to be positive, the employee may be tested up to a maximum of two (2) times within six (6) weeks.

**STEP 4:** The decision to relieve the employee from duty shall be documented as soon as possible. Both Supervisors should document reasons and observations such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

**STEP 5:** If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test. All testing shall be handled in accordance with HIPAA (Health Insurance Portability and Accountability Act) regulations.

A) It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Fire Chief and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to the employee.

B) If the employee refuses to sign and the tests are not given and the results not provided, the employee will be considered by the City to be in violation of the Collective Bargaining Agreement between the City and the Union, and the City Personnel Policies.

C) The employee will be removed from active duty, removed from the payroll and terminated.

**STEP 6:** When an alcohol/drug test is administered, the employee will be placed on limited duty or leave with pay until results are available.

A) When test results are positive, the employee will be relieved of duty and may be referred to the Employee Assistance Program in lieu of disciplinary action being taken.

- B) The Fire Chief shall make the final determination whether the employee returns to active status or remains off-duty.
- C) Rejection of treatment or failure to complete the program may be cause for suspension or termination.
- D) Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.
- E) No employee will be eligible for the Employee Assistance Program more than two (2) times.
- F) Any Supervisor who does not relieve an employee suspected of being under the influence of alcohol, drugs or chemicals will be subject to disciplinary action.
- G) The first (1<sup>st</sup>) positive test for alcohol will result in a referral to the Employee Assistance Program, a second (2<sup>nd</sup>) positive test for alcohol will result in a ten (10) day suspension without pay, and a third (3<sup>rd</sup>) positive test for alcohol will result in immediate terminations.
- H) A first (1<sup>st</sup>) positive test for drugs shall result in a ten (10) day suspension without pay and a second (2<sup>nd</sup>) positive test for drugs shall result in immediate termination.
- I) In addition to reasonable cause testing, the City shall have the prerogative to test an employee who has completed an EAP Program once within six (6) months following completion of such program.

**SECTION 8 Effective Date – Notice to Employees – State/Federal Law:**

- A) The policies set forth in this Substance Abuse Policy shall be effective immediately. Each employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before hiring.
- B) PROGRAM – During this period of amnesty, all employees will be fully informed of all of the details of this Agreement before any testing is administered. Employees will be provided with information concerning the impact of the use and abuse of drugs on job performance. In addition, the City shall inform all employees of how

the tests are conducted, how well the tests perform, when tests will be conducted, what tests can determine, the consequences of testing positive for drug use and abuse, and the service offered under the City of Middletown Employee Assistance Program and the penalties provided.

- C) These policies will be implemented in a manner that will comply with all applicable federal and state laws.

**SECTION 9** It is mutually understood and agreed by the parties that the City shall have the right to engage in alcohol and drug testing of applicants for employment with the City of Middletown Fire Department in accordance with applicable law. The City shall have no obligation to hire any applicants who fail said alcohol or drug testing.

**SECTION 10** While the Union and the City agree to a Substance Abuse Policy, the Union shall be held harmless for any violation of any of the employees' legal rights that may be violated by the City out of and arising from the administration of this policy.

**SECTION 11** The Failure of the City to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the City from exercising the same in some other way not in conflict with the provisions of this Article.

**SECTION 12 Confidentiality:**

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also realized that anyone knowingly bringing false charges against an individual or using these procedures for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process.

**ARTICLE XXXVI**  
**DURATION**

This Agreement shall remain in full force and effect for a period of three (3) years from July 1, 2016 to June 30, 2019. If no agreement is reached by June 30, 2019, this Agreement shall remain in effect in its entirety until a new agreement is reached. This agreement took effect on November 7, 2016, the date that the Common Council ratified it. Notwithstanding the foregoing, no provision of this Agreement shall be applied retroactively unless specifically provided herein. Negotiations for a successor agreement shall be initiated in accordance with MERA after January 1, 2019.

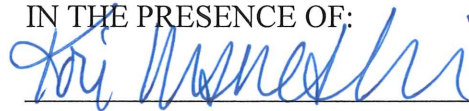
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO CAUSED THIS AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND THE MIDDLETOWN FIRE UNION, LOCAL #1073, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE 22nd DAY OF March, 2017.

CITY OF MIDDLETOWN

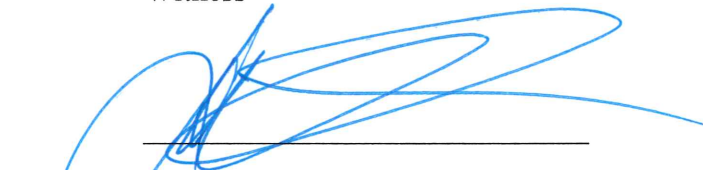
By: 

Daniel T. Drew, Its Mayor

IN THE PRESENCE OF:



Witness

  
Witness

FIRE LOCAL #1073, IAFF, AFL-CIO

By: 

Christopher Augeri, Local #1073 President

  
Witness

  
Witness

**APPENDIX A**  
**SALARY SCHEDULE SUMMARY**

**APPENDIX A  
SALARY SCHEDULE SUMMARY**

**FIRE LOCAL #1073**

<b>FIREFIGHTER</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>7/1/2015 @ 1.30%</b>	<b>43,839</b>	<b>48,964</b>	<b>54,087</b>	<b>59,212</b>	<b>64,339</b>	<b>69,469</b>
	<b>19,9631</b>	<b>22,2969</b>	<b>24,6297</b>	<b>26,9636</b>	<b>29,2982</b>	<b>31,6343</b>
<b>7/1/2016 @ 3.35%</b>	<b>45,308</b>	<b>50,604</b>	<b>55,899</b>	<b>61,196</b>	<b>66,494</b>	<b>71,796</b>
	<b>20.6884</b>	<b>23.1070</b>	<b>25.5246</b>	<b>27.9432</b>	<b>30.3627</b>	<b>32.7837</b>
<b>7/1/2017 @ 3.35%</b>	<b>46,825</b>	<b>52,300</b>	<b>57,772</b>	<b>63,246</b>	<b>68,722</b>	<b>74,201</b>
	<b>21.3815</b>	<b>23.8811</b>	<b>26.3797</b>	<b>28.8793</b>	<b>31.3799</b>	<b>33.8819</b>
<b>7/1/2018 @ 3.35%</b>	<b>48,394</b>	<b>54,052</b>	<b>59,707</b>	<b>65,364</b>	<b>71,024</b>	<b>76,687</b>
	<b>22.0977</b>	<b>24.6811</b>	<b>27.2634</b>	<b>29.8468</b>	<b>32.4311</b>	<b>35.0170</b>
<b>LIEUTENANT</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>7/1/2015 @ 1.30%</b>	<b>62,236</b>	<b>64,114</b>	<b>65,971</b>	<b>69,723</b>	<b>73,463</b>	<b>78,912</b>
	<b>28.3406</b>	<b>29.1958</b>	<b>30.0414</b>	<b>31.7500</b>	<b>33.4530</b>	<b>35.9344</b>
<b>7/1/2016 @ 3.35%</b>	<b>64,321</b>	<b>66,262</b>	<b>68,181</b>	<b>72,059</b>	<b>75,924</b>	<b>81,556</b>
	<b>29.3703</b>	<b>30.2565</b>	<b>31.1329</b>	<b>32.9035</b>	<b>34.6685</b>	<b>37.2400</b>
<b>7/1/2017 @ 3.35%</b>	<b>66,476</b>	<b>68,482</b>	<b>70,465</b>	<b>74,473</b>	<b>78,467</b>	<b>84,288</b>
	<b>30.3542</b>	<b>31.2701</b>	<b>32.1758</b>	<b>34.0058</b>	<b>35.8299</b>	<b>38.4875</b>
<b>7/1/2018 @ 3.35%</b>	<b>68,703</b>	<b>70,776</b>	<b>72,826</b>	<b>76,968</b>	<b>81,096</b>	<b>87,111</b>
	<b>31.3710</b>	<b>32.3177</b>	<b>33.2537</b>	<b>35.1450</b>	<b>37.0302</b>	<b>39.7768</b>
<b>ASSIST. FIRE MARSHAL</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>7/1/2015 @ 1.30%</b>	<b>62,235</b>	<b>64,113</b>	<b>65,970</b>	<b>69,722</b>	<b>73,462</b>	<b>78,911</b>
	<b>28.3401</b>	<b>29.1953</b>	<b>30.0409</b>	<b>31.7495</b>	<b>33.4526</b>	<b>35.9339</b>
<b>7/1/2016 @ 3.35%</b>	<b>64,320</b>	<b>66,261</b>	<b>68,180</b>	<b>72,058</b>	<b>75,923</b>	<b>81,555</b>
	<b>29.3698</b>	<b>30.2561</b>	<b>31.1324</b>	<b>32.9031</b>	<b>34.6680</b>	<b>37.2395</b>
<b>7/1/2017 @ 3.35%</b>	<b>66,475</b>	<b>68,481</b>	<b>70,464</b>	<b>74,472</b>	<b>78,466</b>	<b>84,287</b>
	<b>30.3537</b>	<b>31.2696</b>	<b>32.1754</b>	<b>34.0053</b>	<b>35.8294</b>	<b>38.4870</b>
<b>7/1/2018 @ 3.35%</b>	<b>68,701</b>	<b>70,775</b>	<b>72,825</b>	<b>76,966</b>	<b>81,095</b>	<b>87,110</b>
	<b>31.3705</b>	<b>32.3172</b>	<b>33.2532</b>	<b>35.1445</b>	<b>37.0297</b>	<b>39.7763</b>
<b>ASSIST. CHIEF/TRAINING OFFICER</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>7/1/2015 @ 1.30%</b>	<b>71,194</b>	<b>73,391</b>	<b>75,608</b>	<b>79,999</b>	<b>84,386</b>	<b>88,788</b>
	<b>32.4198</b>	<b>33.4203</b>	<b>34.4298</b>	<b>36.4294</b>	<b>38.4271</b>	<b>40.4316</b>
<b>7/1/2016 @ 3.35%</b>	<b>73,579</b>	<b>75,850</b>	<b>78,141</b>	<b>82,679</b>	<b>87,213</b>	<b>91,762</b>
	<b>33.5977</b>	<b>34.6345</b>	<b>35.6808</b>	<b>37.7530</b>	<b>39.8233</b>	<b>41.9006</b>
<b>7/1/2017 @ 3.35%</b>	<b>76,044</b>	<b>78,391</b>	<b>80,759</b>	<b>85,449</b>	<b>90,135</b>	<b>94,836</b>
	<b>34.7232</b>	<b>35.7948</b>	<b>36.8761</b>	<b>39.0177</b>	<b>41.1573</b>	<b>43.3043</b>
<b>7/1/2018 @ 3.35%</b>	<b>78,591</b>	<b>81,017</b>	<b>83,464</b>	<b>88,311</b>	<b>93,154</b>	<b>98,013</b>
	<b>35.8865</b>	<b>36.9939</b>	<b>38.1114</b>	<b>40.3248</b>	<b>42.5361</b>	<b>44.7550</b>
<b>BATTALION CHIEF/SHIFT COMMANDER</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>7/1/2015 @ 1.30%</b>	<b>71,194</b>	<b>73,391</b>	<b>75,608</b>	<b>79,999</b>	<b>84,386</b>	<b>88,788</b>
	<b>32.4198</b>	<b>33.4203</b>	<b>34.4298</b>	<b>36.4294</b>	<b>38.4271</b>	<b>40.4316</b>
<b>7/1/2016 @ 3.35%</b>	<b>73,579</b>	<b>75,850</b>	<b>78,141</b>	<b>82,679</b>	<b>87,213</b>	<b>91,762</b>
	<b>33.5977</b>	<b>34.6345</b>	<b>35.6808</b>	<b>37.7530</b>	<b>39.8233</b>	<b>41.9006</b>
<b>7/1/2017 @ 3.35%</b>	<b>76,044</b>	<b>78,391</b>	<b>80,759</b>	<b>85,449</b>	<b>90,135</b>	<b>94,836</b>
	<b>34.7232</b>	<b>35.7948</b>	<b>36.8761</b>	<b>39.0177</b>	<b>41.1573</b>	<b>43.3043</b>
<b>7/1/2018 @ 3.35%</b>	<b>78,591</b>	<b>81,017</b>	<b>83,464</b>	<b>88,311</b>	<b>93,154</b>	<b>98,013</b>
	<b>35.8865</b>	<b>36.9939</b>	<b>38.1114</b>	<b>40.3248</b>	<b>42.5361</b>	<b>44.7550</b>

<b>DEPUTY FIRE MARSHAL</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2015 @ 1.30%		71,193	73,390	75,607	79,999	84,385	88,786
		32.4194	33.4198	34.4294	36.4294	38.4266	40.4307
7/1/2016 @ 3.35%		73,578	75,849	78,140	82,679	87,212	91,760
		33.5972	34.6340	35.6803	37.7530	39.8228	41.8997
7/1/2017 @ 3.35%		76,043	78,389	80,758	85,449	90,133	94,834
		34.7228	35.7943	36.8756	39.0177	41.1568	43.3033
7/1/2018 @ 3.35%		78,590	81,016	83,463	88,311	93,153	98,011
		35.8860	36.9934	38.1109	40.3248	42.5356	44.7540
<b>FIRE MARSHAL</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2015 @ 1.30%		85,469	89,007	92,549	96,085	99,629	103,164
		38.9203	40.5314	42.1444	43.7545	45.3684	46.9781
7/1/2016 @ 3.35%		88,332	91,989	95,649	99,304	102,967	106,620
		40.3343	42.0040	43.6755	45.3442	47.0167	48.6849
7/1/2017 @ 3.35%		91,291	95,070	98,854	102,631	106,416	110,192
		41.6855	43.4111	45.1387	46.8633	48.5918	50.3159
7/1/2018 @ 3.35%		94,350	98,255	102,165	106,069	109,981	113,883
		43.0820	44.8654	46.6508	48.4332	50.2196	52.0015
<b>ALARM TECHNICIAN</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2015 @ 1.30%		43,839	48,964	54,087	59,212	64,339	69,469
		19.9631	22.2969	24.6297	26.9636	29.2982	31.6343
7/1/2016 @ 3.35%		45,308	50,604	55,899	61,196	66,494	71,796
		20.6884	23.1070	25.5246	27.9432	30.3627	32.7837
7/1/2017 @ 3.35%		46,825	52,300	57,772	63,246	68,722	74,201
		21.3815	23.8811	26.3797	28.8793	31.3799	33.8819
7/1/2018 @ 3.35%		48,394	54,052	59,707	65,364	71,024	76,687
		22.0977	24.6811	27.2634	29.8468	32.4311	35.0170
<b>SUPERINTENDENT OF ALARMS</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
7/1/2015 @ 1.30%		52,917	58,003	63,088	68,174	73,259	78,289
		24.0969	26.4130	28.7285	31.0446	33.3602	35.6507
7/1/2016 @ 3.35%		54,690	59,946	65,201	70,458	75,713	80,912
		24.9725	27.3726	29.7724	32.1725	34.5722	36.9460
7/1/2017 @ 3.35%		56,522	61,954	67,386	72,818	78,250	83,622
		25.8091	28.2896	30.7697	33.2503	35.7304	38.1837
7/1/2018 @ 3.35%		58,415	64,030	69,643	75,258	80,871	86,424
		26.6737	29.2373	31.8005	34.3642	36.9274	39.4628



**APPENDIX B**

**LIFE INSURANCE BENEFITS SUMMARY**



Plan Year: 2017

City of Middletown (# 737575)

Union Fire Employees as of 8/4/2008 and hired prior to 8/4/2008

Summary of Group Term Life Benefits

## Your Group Life Insurance Benefits

Minding what matters most – the ones you love

### Am I eligible for coverage?

---

You qualify if you are an active employee working **at least 20 hours a week**. You must be working in an eligible group as defined by your employer. If you are a new hire or have not been previously covered by your employer's plan, you may need to complete a probationary or waiting period of the **1st of the month following date of hire**.

### What is Life coverage?

---

**Group Term Life Insurance** helps provide financial protection for those who rely on your income if something happens to you. Term life insurance is a simple and inexpensive form of life insurance, which builds no cash value.

### How much coverage does my employer provide?

---

#### Employer-Paid - Term Life

---

**You:** 1X basic annual earnings rounded to the next higher \$1,000 to a maximum of \$1,000,000

**Your spouse:** \$5,000

**Child(ren):** \$2,500

### What additional features should I know about?

---

#### Extension of Life Insurance

for permanently and totally disabled employees

If you are unable to work at any job due to an injury or illness for an extended period of time, you may be eligible to have your life insurance coverage continued without paying premiums.

#### Accelerated Death Benefit Provision

You and your spouse may be eligible to receive up to **80%** of your (basic) life insurance coverage if diagnosed with a terminal or serious medical condition.

#### Conversion

If your coverage ends or is reduced, you can convert your Group Term Life policy to a Whole Life Policy.

You may convert your basic coverage into a Whole Life Policy at rates based on your age at time of conversion by paying premiums directly to Aetna. Whole life insurance is generally more expensive than term life insurance so a change in your premium may apply. You will have **31** days to convert your coverage without answering any medical questions.

#### Aetna Life Essentials®

**Legal:** Create a will, living will, health care directive or a durable/financial power of attorney.

**Financial:** Financial planning to help your beneficiaries maximize their death benefit.

**Emotional:** Master-level social workers provide emotional support in the event of an advanced illness or disabling condition.

**Physical:** Save on the cost of gym memberships, fitness equipment, eyeglasses, contact lenses and hearing aids.

To learn more visit: [www.aetna.com/aetnalifeessentials](http://www.aetna.com/aetnalifeessentials)

Life insurance plans/policies are offered and/or underwritten by Aetna Life Insurance Company (Aetna).



City of Middletown(# 737575)

Union Fire Employees as of 8/4/2008 and hired prior to 8/4/2008

Your Summary of Group Term Life Benefits

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Insurance plans contain exclusions and limitations. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Policies may not be available in all states, and rates and benefits may vary by location. Policies are subject to United States economic and trade sanctions. Merrill Edge is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center (investment guidance) and self-directed online investing. MLPF&S is a registered broker dealer, Member SIPC, and a wholly owned subsidiary of Bank of America Corporation. The Financial Services Program is independently offered and administered by MLPF&S. Aetna does not provide financial services and makes no representations or warranties as to the quality of the information or services provided by MLPF&S. The Legal Reference™ program is independently administered by ARAG® Services LLC. Aetna has provided its life insurance policyholders with access to Everest Funeral Planning and Concierge Services ("Services"), which are independently administered by Everest Funeral Package, LLC ("Everest"). Access to these Services is not insurance, may be discontinued at any time without notice, and is void where prohibited. Everest is solely responsible for furnishing these Services, and Aetna makes no guarantee or representations as to their quality or suitability. Policy form numbers issued in Idaho and Oklahoma include: **GR-9/GR-9N and/or GR-29/GR-29N**.



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

Civil Rights Coordinator,  
P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),  
1-800-648-7817, TTY: 711,  
Fax: 859-425-3379 (CA HMO customers: 860-262-7705), [CRCoordinator@aetna.com](mailto:CRCoordinator@aetna.com).

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

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## Availability of Language Assistance Services

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برای دریافت کمک و راهنمایی به زبان خودتان، به طور رایگان به آدرس [TranslationsWSM@aetna.com](mailto:TranslationsWSM@aetna.com) ایمیل بفرستید. (Persian)

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26.03.415.1(11/16)

## City of Middletown (# 737575)

### Union Fire Employees Hired after 8/4/2008

#### Summary of Group Term Life Benefits

#### Your Group Life Insurance Benefits

Minding what matters most – the ones you love

#### Am I eligible for coverage?

---

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Insurance plans contain exclusions and limitations. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Policies may not be available in all states, and rates and benefits may vary by location. Policies are subject to United States economic and trade sanctions. Merrill Edge is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center (investment guidance) and self-directed online investing. MLPF&S is a registered broker dealer, Member SIPC, and a wholly owned subsidiary of Bank of America Corporation. The Financial Services Program is independently offered and administered by MLPF&S. Aetna does not provide financial services and makes no representations or warranties as to the quality of the information or services provided by MLPF&S. The Legal Reference™ program is independently administered by ARAG® Services LLC. Aetna has provided its life insurance policyholders with access to Everest Funeral Planning and Concierge Services ("Services"), which are independently administered by Everest Funeral Package, LLC ("Everest"). Access to these Services is not insurance, may be discontinued at any time without notice, and is void where prohibited. Everest is solely responsible for furnishing these Services, and Aetna makes no guarantee or representations as to their quality or suitability. Policy form numbers issued in Idaho and Oklahoma include: **GR-9/GR-9N and/or GR-29/GR-29N.**



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(Persian) برای دریافت کمک و راهنمایی به زبان خودتان، به طور رایگان به آدرس [TranslationsWSM@aetna.com](mailto:TranslationsWSM@aetna.com) ایمیل بفرستید.

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26.03.415.1(11/16)

**APPENDIX C**

**DENTAL INSURANCE SUMMARY**



**Cigna Dental Benefit Summary**  
**City of Middletown - DPP01 - Effective**  
**07/01/2016**



All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

**Benefits**

**Cigna Dental PPO**

<i>Network</i>	<i>In-Network</i>		<i>Out-of-Network</i>	
	<i>Total Cigna DPPO</i>			
<b>Calendar Year Maximum</b> (Class I, II and III expenses)	Unlimited		Unlimited	
<b>Annual Deductible</b> Individual Family	None None		None None	
<b>Reimbursement Levels**</b>	Based on Reduced Contracted Fees		Paid as Billed	
	<i>Plan Pays</i>	<i>You Pay</i>	<i>Plan Pays</i>	<i>You Pay</i>
<b>Class I - Preventive &amp; Diagnostic Care</b> 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	80%	20%	80%	20%
<b>Class II - Basic Restorative Care</b> Fillings Root Canal Therapy/Endodontics Osseous Surgery Dentures Denture Adjustments and Repairs Oral Surgery – Simple Extractions Oral Surgery – all except simple extractions Anesthetics Surgical Extractions of Impacted Teeth Repairs to Bridges, Crowns and Inlays	80%	20%	80%	20%
<b>Class III - Major Restorative Care</b> Crowns Bridges Inlays/Onlays Prosthesis Over Implant	50%	50%	50%	50%
<b>Class IV - Orthodontia</b>  Lifetime Maximum	60%	40%	60%	40%
	\$600 Dependent children to age 19		\$600 Dependent children to age 19	
<b>Class VI – Periodontics</b> Periodontal Scaling and Root Planing  \$500 Calendar Year Maximum	80%	20%	80%	20%

There is no missing tooth limitation included in the plan(s).

Pretreatment review is available on a voluntary basis when extensive dental work in excess of \$300 is proposed.

Dental Oral Health Integration Program (OHIP) - All dental customers = Clinical research shows an association between oral health and overall health. The Cigna Dental Oral Health Integration Program (OHIP)® is designed to provide enhanced dental coverage for customers with certain eligible medical conditions. Eligible conditions for the program include cardiovascular disease, cerebrovascular disease (stroke), diabetes, maternity, chronic kidney disease, organ transplants, and head and neck cancer radiation. The program provides:

- 100% coverage for certain dental procedures
- guidance on behavioral issues related to oral health
- discounts on prescription and non-prescription dental products

For more information and to see the complete list of eligible conditions, go to [www.mycigna.com](http://www.mycigna.com) or call customer service 24/7 at 1.800.CIGNA24.

\*\*For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Contracted Fee Schedule. For services provided by an out-of-network dentist, Cigna Dental will reimburse according to Reasonable and Customary Allowances but the dentist may balance bill up to their usual fees.

**Cigna Dental PPO Exclusions and Limitations**

<b>Procedure</b>	<b>Exclusions and Limitations</b>
Exams	Four per Calendar year
Prophylaxis (Cleanings)	Four per Calendar year
Fluoride	2 per Calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per Calendar year
X-Rays (non-routine)	Full mouth: 1 every 36 consecutive months., Panorex: 1 every 36 consecutive months
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Bridges	Replacement every 5 years
Dentures and Partial	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years
Space Maintainers	Limited to non-Orthodontic treatment
Prosthesis Over Implant	1 per 60 consecutive months 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
Alternate Benefit	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

**Benefit Exclusions:**

- Services performed primarily for cosmetic reasons
- Replacement of a lost or stolen appliance
- Replacement of a bridge or denture within five years following the date of its original installation
- Replacement of a bridge or denture which can be made useable according to accepted dental standards
- Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- Bite registrations; precision or semi-precision attachments; splinting
- A surgical implant of any type
- Instruction for plaque control, oral hygiene and diet
- Dental services that do not meet common dental standards
- Services that are deemed to be medical services
- Services and supplies received from a hospital
- Charges which the person is not legally required to pay
- Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- Experimental or investigational procedures and treatments
- Any injury resulting from, or in the course of, any employment for wage or profit
- Any sickness covered under any workers' compensation or similar law
- Charges in excess of the reasonable and customary allowances
- To the extent that payment is unlawful where the person resides when the expenses are incurred;
- Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- For charges which would not have been made if the person had no insurance;
- For charges for unnecessary care, treatment or surgery;
- To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description. Benefits are insured and/or administered by Connecticut General Life Insurance Company.*

*"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.*

DPPO insurance coverage is set forth on the following policy form numbers: AR: HP-POL77; CA: HP-POL57; CO: HP-POL78; CT: HP-POL58; DE: HP-POL79; FL: HP-POL60; ID: HP-POL82; IL: HP-POL62; KS: HP-POL84; LA: HP-POL86; MA: HP-POL 63; MI: HP-POL88; MO: HP-POL65; MS: HP-POL90; NC: HP-POL96; NE: HP-POL92; NH: HP-POL94; NM: HP-POL95; NV: HP-POL93; NY: HP-POL67; OH: HP-POL98; OK: HP-POL99; OR: HP-POL68; PA: HP-POL100; RI: HP-POL101; SC: HP-POL102; SD: HP-POL103; TN: HP-POL69; TX: HP-POL70; UT: HP-POL104; VA: HP-POL72; VT: HP-POL71; WA: POL-07/08; WI: HP-POL107; WV: HP-POL106; and WY: HP-POL108.

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(CHLIC), Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. Cigna Dental PPO plans are underwritten or administered by CGLIC or CHLIC, with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Arizona and Louisiana, the insured Dental PPO plan offered by CGLIC is known as the “CG Dental PPO”. In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network. Cigna Dental Care (DHMO) plans are underwritten or administered 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 plans are underwritten by CGLIC, CHLIC, or Cigna HealthCare of Connecticut, Inc. and administered by Cigna Dental Health, Inc.

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CIGNA DENTAL CARE® – DHMO<sup>1</sup>

## 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
<b>Calendar Year Maximum</b> (Class I, II, III, IV, V and IX expenses)	No Dollar Maximum
<b>Annual Deductible</b> Individual, Family	None
<b>Reimbursement Levels</b>	Based on Reduced Contracted Fees
Plan Pays	Plan Pays
<b>Class I – Preventive</b> 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%
<b>Class II – Basic Restorative</b> 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%
<b>Class III – Major Restorative</b> 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%
<b>Class IV – Orthodontia</b>	50%
<b>Orthodontia Lifetime Maximum</b>	1 treatment per lifetime
<b>Class V – Temporomandibular Joint (TMJ)</b>	50%
<b>TMJ Lifetime Maximum</b>	NA
Class IX – Surgical Implants Annual Deductible	60% None
Surgical Implants Lifetime Maximum	No dollar maximum
<b>Missing Tooth Limitation</b>	None

**GO YOU**<sup>®</sup>

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

DFO Coinsurance



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## 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)<sup>2</sup>
- 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 coverage<sup>3</sup>
- 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 PCS<sup>3</sup>
- 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'll 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'd pay network dentists for covered services. Of course, you'll 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 you 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.

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**APPENDIX D**

**MEDRX 1 SUMMARY**



**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](http://www.HealthReformPlanSBC.com) or by calling **1-800-370-4526**.

Important Questions	Answers	Why this Matters:
<b>What is the overall deductible?</b>	For each Calendar Year, Network: Individual <b>\$0</b> / Family <b>\$0</b> . Out-of-Network: Individual <b>\$3,000</b> / Family <b>\$9,000</b> . Does not apply to emergency care.	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> 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 <b>deductible</b> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
<b>Is there an out-of-pocket limit on my expenses?</b>	Yes. Network: Individual <b>\$6,350</b> / Family <b>\$12,700</b> . Out-of-Network: Individual <b>\$30,000</b> / Family <b>\$90,000</b> .	The <b>out-of-pocket limit</b> 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.
<b>What is not included in the out-of-pocket limit?</b>	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 <b>out-of-pocket limit</b> .
<b>Is there an overall annual limit on what the plan pays?</b>	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.
<b>Does this plan use a network of providers?</b>	Yes. For a list of network <b>providers</b> , see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-800-370-4526.	If you use an in-network doctor or other health care <b>provider</b> , 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 <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
<b>Do I need a referral to see a specialist?</b>	No.	You can see the <b>specialist</b> you choose without permission from this plan.
<b>Are there services this plan doesn't cover?</b>	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 <b>excluded services</b> .

**Questions:** Call 1-800-370-4526 or visit us at [www.HealthReformPlanSBC.com](http://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](http://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, \$15) 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 <b>provider's office</b> or <b>clinic</b>	Primary care visit to treat an injury or illness	\$10 copay per visit	50% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician. _____ None _____
	Specialist visit	\$10 copay per visit	50% coinsurance	_____ None _____
	Other practitioner office visit	\$10 copay per visit	50% coinsurance	Coverage is limited to 90 visits per calendar year for Chiropractic care combined with rehabilitation services. _____ None _____
If you have a test	Preventive care / screening /immunization	No charge	50% coinsurance	_____ None _____
	Diagnostic test (x-ray, blood work) Imaging (CT/PET scans, MRIs)	No charge No charge	50% coinsurance 50% coinsurance	_____ None _____ Pre-authorization may be required.

**Questions:** Call 1-800-370-4526 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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**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	Generic drugs	Retail: \$5 Mail: \$5	20%	Mail Order is a 90-Day Supply
	Preferred brand drugs	Retail: \$10 Mail: \$5	20%	
More Information about <b>prescription drug coverage</b> is available at <a href="http://www.expressscripts.com">http://www.expressscripts.com</a>	Non-preferred brand drugs	Retail: \$10 Mail: \$5	20%	
If you have outpatient surgery	Specialty drugs	Same as Above	Not covered	Must Use Accreddo Specialty
If you need immediate medical attention	Facility fee (e.g., ambulatory surgery center)	No charge	50% coinsurance	None
	Physician/surgeon fees	No charge	50% coinsurance	None
	Emergency room services	\$50 copay per visit	\$50 copay per visit	None
	Emergency medical transportation	No charge	No charge	None
If you have a hospital stay	Urgent care	\$50 copay per visit	\$50 copay per visit	No coverage for non-urgent use.
	Facility fee (e.g., hospital room)	No charge	50% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fee	No charge	50% coinsurance	None
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 copay per visit	50% coinsurance	None
	Mental/Behavioral health inpatient services	No charge	50% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	\$10 copay per visit	50% coinsurance	None
	Substance use disorder inpatient services	No charge	50% coinsurance	Pre-authorization required for out-of-network care.

**Questions:** Call 1-800-370-4526 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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**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
<b>If you are pregnant</b>	Prenatal and postnatal care Delivery and all inpatient services	No charge No charge	50% coinsurance 50% coinsurance	None Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you need help recovering or have other special health needs</b>	Home health care Rehabilitation services Habilitation services	No charge \$10 copay per visit \$10 copay per visit	25% coinsurance after \$50 copay per visit 50% coinsurance 50% coinsurance	Pre-authorization required for out-of-network care. Coverage is limited to 90 visits per calendar year for Physical, Occupational, Speech Therapy, and Chiropractic care combined. Coverage is limited to 90 visits per calendar year for Autism Physical, Occupational & Speech Therapy, combined with rehabilitation services.
<b>If your child needs dental or eye care</b>	Skilled nursing care Durable medical equipment Hospice service Eye exam Glasses Dental check-up	No charge No charge No charge No charge Not covered Cigna Dental	50% coinsurance 50% coinsurance \$10 copay per visit Not covered Cigna Dental	Coverage is limited to 60 days per calendar year. Pre-authorization required for out-of-network care. None Pre-authorization required for out-of-network care. Coverage is limited to 1 routine eye exam per 12 months. Not covered.

**Questions:** Call 1-800-370-4526 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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

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

**Excluded Services & Other Covered Services:**

<p><b>Services Your Plan Does NOT Cover</b> (This isn't a complete list. Check your policy or plan document for other <b>excluded services</b>.)</p>	<ul style="list-style-type: none"> <li>◦ Cosmetic surgery</li> <li>◦ Long-term care</li> <li>◦ Non-emergency care when traveling outside the U.S.</li> <li>◦ Routine foot care</li> <li>◦ Weight loss programs</li> </ul>
<p><b>Other Covered Services</b> (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</p>	<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Hearing aids - Coverage is limited to 1 hearing aid to a maximum of \$1,000 per ear per 24 months up to age 13.</li> <li>• Private-duty nursing</li> <li>• Routine eye care (Adult) - Coverage is limited to 1 routine eye exam per 12 months.</li> <li>• Chiropractic care - Coverage is limited to 90 visits per calendar year combined with rehabilitation services.</li> <li>• Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition, artificial insemination, ovulation induction and artificial reproductive therapy.</li> </ul>

**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.cciio.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?**

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.**

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

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

### **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 minisingo, kwijjigo holne' 1-800-370-4526.

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

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**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)

- **Amount owed to providers:** \$7,540
- **Plan pays:** \$7,370
- **Patient pays:** \$170

**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
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$0
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$170
<b>Total</b>	<b>\$170</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays:** \$2,370
- **Patient pays:** \$3,030

**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
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$0
Copays	\$100
Coinsurance	\$0
Limits or exclusions	\$2,930
<b>Total</b>	<b>\$3,030</b>

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## 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.

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.



**APPENDIX E**  
**MEDRX 2 SUMMARY**

**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](http://www.HealthReformPlanSBC.com) or by calling **1-800-370-4526**.

Important Questions	Answers	Why this Matters:
<b>What is the overall deductible?</b>	For each Calendar Year, Network: Individual <b>\$0</b> / Family <b>\$0</b> . Out-of-Network: Individual <b>\$400</b> / Family <b>\$800</b> . Does not apply to emergency care.	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> 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 <b>deductible</b> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
<b>Is there an out-of-pocket limit on my expenses?</b>	Yes. Network: Individual <b>\$6,350</b> / Family <b>\$12,700</b> . Out-of-Network: Individual <b>\$1,800</b> / Family <b>\$3,000</b> .	The <b>out-of-pocket limit</b> 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.
<b>What is not included in the out-of-pocket limit?</b>	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 <b>out-of-pocket limit</b> .
<b>Is there an overall annual limit on what the plan pays?</b>	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.
<b>Does this plan use a network of providers?</b>	Yes. For a list of network <b>providers</b> , see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-800-370-4526.	If you use an in-network doctor or other health care <b>provider</b> , 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 <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
<b>Do I need a referral to see a specialist?</b>	No.	You can see the <b>specialist</b> you choose without permission from this plan.
<b>Are there services this plan doesn't cover?</b>	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 <b>excluded services</b> .

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**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, \$15) 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.

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**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
<p>If you need drugs to treat your illness or condition</p> <p>More Information about <b>prescription drug coverage</b> is available at <a href="http://www.expressscripts.com">http://www.expressscripts.com</a></p>	Generic drugs	Retail \$5 Mail \$10	20%	Mail Order is 90-Day Supply
	Preferred brand drugs	Retail \$15 Mail \$10	20%	
	Non-preferred brand drugs	Retail \$15 Mail \$10	20%	
	Specialty drugs	Same as Above	Not covered	
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	_____ None _____
	Physician/surgeon fees	No charge	20% coinsurance	_____ None _____
	Emergency room services	\$50 copay per visit	\$50 copay per visit	_____ None _____
	Emergency medical transportation	No charge	No charge	_____ None _____
<p>If you need immediate medical attention</p>	Urgent care	\$50 copay per visit	\$50 copay per visit	No coverage for non-urgent use.
	Facility fee (e.g., hospital room)	\$200 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.
<p>If you have a hospital stay</p>	Physician/surgeon fee	No charge	20% coinsurance	_____ None _____
	Mental/Behavioral health outpatient services	\$20 copay per visit	20% coinsurance	_____ None _____
<p>If you have mental health, behavioral health, or substance abuse needs</p>	Mental/Behavioral health inpatient services	\$200 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.

**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	\$200 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.
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	20% coinsurance	None
	Delivery and all inpatient services	\$200 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.
<b>If you need help recovering or have other special health needs</b>	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	\$200 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

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**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	\$200 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.
<b>If your child needs dental or eye care</b>	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:**

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

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

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

### **Your Rights to Continue Coverage:**

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### **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](http://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?**

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.**

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Dinek'ehgo shika at'ohwol minisingo, 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.-----

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**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)

- **Amount owed to providers:** \$7,540
- **Plan pays:** \$7,170
- **Patient pays:** \$370

**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
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$0
Copays	\$200
Coinsurance	\$0
Limits or exclusions	\$170
<b>Total</b>	<b>\$370</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** \$5,400
- **Plan pays:** \$2,270
- **Patient pays:** \$3,130

**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
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$0
Copays	\$200
Coinsurance	\$0
Limits or exclusions	\$2,930
<b>Total</b>	<b>\$3,130</b>

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## 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.

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