REGULAR MEETING OF THE COMMON COUNCIL
MIDDLETOWN CONNECTICUT
MONDAY, JULY 1, 2019
7:00 PM

MINUTES

The Regular Meeting of the Common Council of the City of Middletown was held in the Council Chamber of the Municipal Building on Monday, July 1, 2019, at 7:00 PM.

Present:  Mayor Daniel Drew  Councilman Grady Faulkner, Jr.
Councilwoman Mary Bartolotta  Councilwoman Deborah Kleckowski
Councilman Robert Blanchard  Councilwoman Eugene Nocera
Councilman Carl Chisem  Councilwoman Linda Salafia
Councilman W. Vance Cotten  Councilman Robert Santangelo
Councilman Gerald Daley  Corporation Counsel Daniel Ryan, Esq.
Councilman Sebastian Giuliano

Absent:  Councilman Philip Pessina

Also Present:  Council Clerk -- Linda S.K. Reed
Sergeant-at-Arms -- Officer John Hadid, Middletown Police
General Counsel -- Brig Smith, Esq.

Members of the Public:  40

1. Call to Order

Mayor Daniel Drew calls the meeting to order at 7:01 PM and leads the public in the Pledge of Allegiance. The Chair welcomes everyone to the Regular Meeting of the Common Council,

The Clerk reads the Call of the Meeting and the Chair declares the call a legal call and the meeting a legal meeting.

2. Accept/Amend the Agenda

The Chair asks for any motions to amend the agenda.

Councilman Sebastian Giuliano moves to accept the agenda as published. Councilwoman Deborah Kleckowski seconds the motion. There being no discussion, the Chair calls for a vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is approved.

3. Approval of Minutes: Special Meeting (Questions to Directors) of June 3, 2019 at 6:00 PM

The Chair asks for a motion to approve the minutes of the Special Meeting of June 3, 2019 at 6:00 PM.

Councilwoman Mary Bartolotta moves to approve the minutes of the Special Meeting (Questions to Directors) of June 3, 2019 at 6:00 PM. Councilwoman Deborah Kleckowski seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is approved.

4. Approval of Minutes: Regular Meeting of June 3, 2019 at 7:00 PM

The Chair asks for a motion to approve the minutes of the Regular Meeting of June 3, 2019 at 7:00 PM.

Councilman Robert Blanchard moves to approve the minutes of the Regular meeting of June 3, 2019 at 7:00 PM. Councilwoman Mary Bartolotta seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is approved.

5. Public Hearing on Agenda Items – Opens

The Chair opens the public hearing at 7:05 PM, inviting members of the public to speak on agenda items. He asks that they state their name and address for the record and limit comments to five (5) minutes.
Christine Bourne (17 Red Orange Road): She is the President of Local 466 and is speaking on behalf of the labor-management decisions for Local 466. The employees have waited a very long time and are very deserving of these requested upgrades. The Committee of Justin Richardson, myself, Jeff Kenackle, Carl Erlacher, and Debby Gill worked very hard on this process to get the applicants to where they are today. They have also agreed to give up 50% of their back pay to support the City budget. In this process, the Council is considering each position individually, but all deserve Council support. She asks the members in the audience to stand, showing their interest and asking for Council support. As fellow union members, they also stand in support of the Firefighters contract, which is also before the Council tonight.

6. **Public Hearing on Agenda Items – Closes**

There being no further discussion, the Chair closes the public hearing at 8:09 PM

7. **Mayor requests Council Clerk to read appropriation requests and the Certificate of Director of Finance**

Notice is hereby given that a regular meeting of the Common Council of the City of Middletown will be held in the Council Chamber of the Municipal Building on **Monday, July 1, 2019, at 7:00 PM** to consider and act upon the following:

A. Fire Department: $60,000 – Acct. No: Various (51110, 51340, & 51971); appropriation to cover remainder of fiscal year 2018-2019 salary, overtime, and fill-ins

B. Tax Collector: $8,500 – Acct. No. 1000-03000-52175-0033; appropriation to cover additional refunds requested by taxpayers for processed corrections

C. Russell Library: $15,909 – Acct. No. 1000-07000-53380; appropriation for emergency HVAC system repair

D. Water Department: $250,000 – Acct. No. 5010-6000-79788-x-x-2019; appropriation to repair JS Roth Water Treatment Plant roof

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**MEMORANDUM**

**TO:** His Honor, Mayor Daniel T. Drew and Members of the Common Council  
**FROM:** Finance Department  
**DATE:** June 24, 2019  
**RE:** Certification of Funds  

This is to certify that funds sufficient to meet the appropriations requested at your meeting on July 1, 2019 are available as follows:

- General Fund: $24,409
- Fire Fund: $60,000
- Water CNR Fund: $250,000

Respectfully submitted,

Carl Erlacher  
Director of Finance & Revenue Services
The Chair states that, before getting to these appropriations, given that there are both firefighters and other employees City-wide, he asks for a motion to begin the business portion of the agenda with Resolution Item 10H, the Fire contract ratification, and then go forward with each of the labor-management resolutions. Subsequently the order of business can go back to the appropriations.

Councilman Eugene Nocera moves to modify the order of business to begin with Item 10H and the various labor-management resolutions, returning to the appropriations, Councilman Sebastian Giuliano seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is approved.

10. Resolutions, Ordinances, etc.

H. That the Common Council hereby approves, ratifies, and adopts the Tentative Agreement between the City of Middletown, Connecticut and Local #1073 – International Association of Firefighters, AFL-CIO as negotiated, including all associated costs, covering the period of July 1, 2019 through June 30, 2024; and that the Mayor of the City of Middletown is hereby authorized to sign said Agreement on behalf of the City of Middletown.

APPROVED
RESOLUTION No: 52-19; K: review/resolution. FIRE contract 2019 to 2024 RES 52-19 – 1 July 2019

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the Common Council hereby approves, ratifies, and adopts the Tentative Agreement between the City of Middletown, Connecticut and Local #1073 – International Association of Firefighters, AFL-CIO as negotiated, including all associated costs, covering the period of July 1, 2019 through June 30, 2024; and

BE IT FURTHER RESOLVED: That the Mayor of the City of Middletown is hereby authorized to sign said Agreement on behalf of the City of Middletown.

For the Financial Impact Statement: see the Executive Summary, dated June 7, 2019.

The Chair states that, before calling on Councilman Santangelo for this item, he extends thanks to the Fire Department, noting that these were fruitful negotiations. It is fair to both the taxpayers and firefighters, noting that everyone gave something and got something, which is how negotiations work. He thanks Local 1073 for their effort and for their service every day. He thanks members of Local 1073 for this effort and for their service. He urges the Council to support this agreement. The Chair calls on Councilman Robert Santangelo.

Councilman Santangelo reads the resolution and moves for approval. Councilman Carl Chisem seconds the motion.

The Chair calls on Councilman Gerald Daley.

Councilman Daley expresses appreciation to the negotiation teams for coming up with a fair and beneficial proposed agreement for both the City and union. It provides for a five (5) year agreement with an average increase of 2.9% per year over the term of this contract. More importantly, for the benefit of the City, it takes steps to standardize employee health insurance benefits, which simplifies and streamlines the City’s health insurance program, which will have long-term benefits for the City as well as requiring an employee contribution to the post-retirement employee benefits trust of 1% of base pay, which is a great improvement. There are other positive changes as well, but these things convince him that this is an agreement that is fair to the members and fair to the City, which is what collective bargaining is all about. He fully supports ratification of this agreement.

The Chair calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that he appreciates the work of Legal, Human Resources, Finance, and payroll. Last Wednesday, he asked to provide the Exhibit A material – the pay schedule – produced so the Council would have a full document. They got it done so the Council has a complete document to vote on and that was an excellent response to his request.

The Chair states that, being year-end, it was particularly challenging, but they did it. He echoes Councilman Daley’s acknowledgement of the City’s negotiation team: Legal, Human Resources, Insurance, and Finance.

There being no further discussion, the Chair calls for a vote. The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.
BACKGROUND

On June 6, 2019, the City of Middletown (City) and Local 1073, International Association of Firefighters, AFL-CIO ("Union") signed the enclosed tentative agreement ("TA") on a new collective bargaining agreement ("CBA") that would run from July 1, 2019 through June 30, 2024. Under the Municipal Employee Relations Act (MERA), a TA must be sent to the Common Council within 14 days of being signed. Under MERA, the Council has 30 days from the end of the 14-day period for submission to approve or reject a request for funds to implement the TA as a new CBA. This memo provides an overview of the changes to the existing CBA being proposed in the TA.

EXECUTIVE SUMMARY

The main goals of this negotiation were to address increasing insurance costs, to begin a process by which the City can proactively start funding its OPEB Trust through employee contributions to help cover future insurance costs, to eliminate outdated longevity and termination payments, and to simplify provisions of the contract so that they more clearly reflect current practices. In addition, the City and the Union worked cooperatively to address language that is no longer relevant or legal since the U.S. Supreme Court’s decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. (2018). More specifically, this TA seeks to delete language that requires union membership to be a condition of employment and deletes any reference to service fees. Moreover, to simplify internal processes and create efficiencies in City government, the Union has agreed to receive paychecks via direct deposit.

The City and the Union also focused their efforts on maximizing employee safety by agreeing on membership requirements for the Mayor’s Safety Committee, allowing the implementation of a wellness plan and opioid management program, and requiring more years of service for certain promotional opportunities. The City and the Union accomplished these lofty goals and did so in a financially responsible way. Some of the highlights include the following:

- **Health Insurance/Prescription Coverage**: Through these negotiations, the City eliminated the $10 and $20 health plans offered to Local 1073, and moved the membership to the same health plan that it offers to all other employees within the City. This consistent offering will simplify internal implementation and improve efficiencies within the Risk Manager’s Office. Under this TA, prescription co-pays increase for brand and non-preferred prescription both for in-store and by mail order. To offset the substantial increase in our prescription costs in recent years, the City also negotiated a mandatory generic program and moved to a Preferred National Formulary, which will update annually. The City also negotiated the ability to implement a wellness program at any point during the term of this Agreement and to implement an Opioid Management Program that the City’s Pharmacy Benefit Manager will monitor. The City eliminated the language within the retiree health insurance section that allowed retiree premiums to escalate at a lower percentage than active employees’ escalate. Under this new language, retirees’ premium cost share will escalate at the same rate as active employees up to the previously agreed upon cap. Under this TA, current employees hired on or before July 1, 2019, will retire under Option 1, while new employees will retire with health insurance at rates tied to the member’s age at retirement. These rates vary from a cap of 25% to 80% of the premium cost share based on age at retirement.

- **OPEB (Other Post-Employment Benefits Trust) Contribution**: Following a trend throughout the State, this TA requires that all new members hired after ratification of the Agreement contribute 1% of their base pay to the City’s OPEB Trust to help offset rising health care costs. This contribution, which is similar to the pension contribution made by all pensionable employees, will be taken directly out of the member’s paycheck each week on a pre-tax basis.

- **Longevity Elimination**: The TA provides for the elimination of longevity payments for all members. This agreement is in line with the trend both Citywide and statewide to do away with these payments.

- **Termination Pay Elimination**: The TA provides for the elimination of termination pay, which is unique to this Union. Under this language, employees received a payout of one day for each full month of the fiscal year worked during that member’s final year of service.

- **Unused Accruals**: This TA distinguishes between the number of hours in a day for suppression staff versus day staff, how those hours are converted when a member moves to day staff, and proposes to pay employees their sick time accruals at retirement based on these definitions. This TA also permits unused vacation accruals at retirement to be included in a member’s pension calculation.

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- **Janus Decision Changes**: In light of the Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. ___* (2018), this TA eliminates outdated language about union membership and fees.

- **The Mayor's Safety Committee**: Pursuant to state statute, the City is required to have a Safety Committee. The Risk Manager’s Office organizes and staffs these meetings and one of our goals this negotiation was to ensure more union participation. This TA achieves that goal. At least two members of the Union will be required to attend all such meetings, which include safety training and discussion on safety issues throughout the City and across departments and unions. These meetings meet quarterly.

- **Wages**: The TA provides for an average wage increase of 2.9% over five years. The following is a comparison of these wage increases to the average negotiated wage increases as reported by the Connecticut Conference of Municipalities:

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<tr>
<th></th>
<th>FY19</th>
<th>FY20</th>
<th>FY21</th>
<th>FY22</th>
<th>FY23</th>
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<tr>
<td>Local 1073</td>
<td>2.5%</td>
<td>3.0%</td>
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<tr>
<td>Av. Neg.</td>
<td>2.16%</td>
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*Not yet available.

- **Duration**: The TA provides for a 5-year duration, from July 1, 2019 to June 30, 2024.

- **Housekeeping**: Finally, throughout the TA, there are a number of “clean-up” provisions. These changes include eliminating the non-discrimination clause of the contract so that any such claims can proceed through the CHRO instead of the State Labor Board, which is not equipped to handle these matters; updating the language on life insurance enrollment and Section 125 plans; and deleting provisions that no longer have any relevance to this bargaining group. The goal of these provisions is to keep the CBA current and to reduce the potential for confusion or disagreement, which is in the interests of both the City and the Union.

**FINANCIAL IMPACT**

Finance and Revenue Services Director Carl Erlacher offers the following on the financial impact of this contract:

Based on the proposed changes to the CBA, the cost-of-living-allowances (COLA’s) amount to a financial impact of $780,000 over 5 years for an average of $156,000 per year. With the proposed changes to the prescription drug plan and change in the health plan, the City is expected to save approximately $425,000 over the life of this contract. The removal of longevity will result in savings of approximately $142,500 over the term of the contract. The City is also eliminating termination pay, which is unique to this Union, and starting an OPEB program in which new employees will pay 1% of base pay into the City’s OPEB trust to cover future insurance expenses. The savings for these items are yet to be determined based on future hires. Other changes highlighted in the contract will require an additional OPEB contribution of $85,000 per year and $130,000 increase in pension contributions each year. The estimated expense to the fire operating budget is $1,267,500 or $253,000 per year.

**CONCLUSION**

In sum, the TA was intended to address rising insurance costs, strengthen the safety and well-being of our employees, eliminate outdated payments, and solidify our current practices in easy to understand language. We believe that this TA builds on the already sound structure of the existing CBA and treats our valuable employees fairly while also protecting our taxpayers.
TENTATIVE AGREEMENT
ON THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND
LOCAL UNION #1073 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

The City of Middletown ("City") and Local 1073, International Association of Firefighters, AFL-CIO ("Union"), are parties to a collective bargaining agreement ("CBA") that expires on June 30, 2019. As of the date of this document, the City and the Union have tentatively agreed to a successor agreement, which includes certain changes to the existing CBA. Those proposed changes are set forth in the attached redlined version of the CBA and are incorporated herein by reference.

This Tentative Agreement ("TA") will only become effective once the Common Council of the City of Middletown votes to approve the proposed TA, including the estimated cost associated with it, and the membership of Local 1073 also has voted to approve the TA. The effective date of the successor agreement will be the date that the last party approves the TA.

WHEREFORE, the duly appointed/designated representatives agree to the foregoing and attached and, as such, affix their signatures and execute this Tentative Agreement subject to ratification of the Union body and the Middletown Common Council.

For the City of Middletown

Daniel T. Drew, Mayor
Dated: 7/1/19

For the Union

Chris Auger, President
Dated: 7/1/19

AGREEMENT
Between
THE CITY OF MIDDLETOWN, CONNECTICUT

-and-

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

July 1, 2019

through

June 30, 2024
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 publicly 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

APPENDIX A SALARY SCHEDULE SUMMARY
APPENDIX B LIFE INSURANCE BENEFITS SUMMARY
APPENDIX C DENTAL INSURANCE SUMMARY
APPENDIX D MEDRX 1
APPENDIX E MEDRX 2

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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 voluntarily 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 (1st) 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 (2nd) 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 5a Union members will receive paychecks via direct deposit every week along with personal leave, vacation time, and sick time information. All members will be required to fill out the necessary direct deposit authorizations within fifteen (15) days after ratification of this Agreement if not already on file with the Payroll Division of the Finance Department.

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:

July 1, 2019
REGULAR COMMON COUNCIL MEETING
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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 forgoing 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 and/or life insurance benefits, the 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 (2nd) 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 XXVIIIA 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 42 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 future compensatory time accruals 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. For calculation purposes, one day will equal 12 hours for suppression staff.
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, 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 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 a maximum of eighty-four (84) hours. For calculation purposes, one day for day staff will equal 8.4 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 (2nd) 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-four-eight (348) hours straight. After an employee reaches thirty-four-eight (348) 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 XXIII 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 (2nd, 3rd 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 XXVII.

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.

SECTION 5 In the event that the Mayor or his/her designee declares an unanticipated holiday or day off (other than a snow or emergency day/event) not previously negotiated whereby non-essential city employees are not required to report to work, all members of Local 1073 shall receive 8.4 hours of holiday pay.

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 retiree 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 1st. 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 1 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, and after ratification of this Agreement, any such payout, if it occurs, shall be included in the member’s pension calculation. 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. If the member has any accrued vacation time that must be converted into hours when he or she moves to day staff, said conversion will occur using a conversion rate of 8.4 hours per day. In other words, one day of firefighter vacation time will be converted to 8.4 hours of vacation time as day staff.

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. For accrual, use, and pay out purposes, one day equals 12 hours for suppression staff and 8.4 hours for day staff. 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, fifty percent (50%) of unused accumulated sick time, 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. Beginning on July 1, 2019, for this calculation, one day will equal 12 hours for suppression staff and 8.4 hours for day staff. 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. Beginning July 1, 2019, for day staff, Unused-35% of unused sick days accumulated within that fiscal year 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%) can be cashed out if the employee elects to do so by the date set by the Payroll Division of the Finance Department. For calculation purposes, one day of sick time for day staff equals 8.4 hours. For suppression staff, 25% of any unused sick days accumulated within that fiscal year can be cashed out if the employee elects to do so by the date set by the Payroll Division of the Finance Department. Beginning on July 1, 2019, for calculation purposes, one day of sick time for suppression staff equals 12 hours. 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. For calculation purposes, one day equals 12 hours for suppression staff and 8.4 hours for day staff.

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 of 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. For calculation purposes, one day equals 12 hours for suppression staff and 8.4 hours for day staff.

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 (4th) 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 (1st) 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 1st of each fiscal year. Employees will receive notice two (2) weeks prior to June 1st. 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 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 any 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, 2019, all calculations shall be made using this formula. 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 4b 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 5c Employees of the Alarms Division shall receive the same pension benefits, including disability, as the other members of the Union.

SECTION 6 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 7A 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 8A 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 (1st) 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 (18th) 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 (1st) 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 (18th) 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 (18th) 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 9A 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
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 the following medical plan either one (1) of the two (2) medical benefits plans (including prescription drug), dental, and life as follows:

A) An Open Access Medical Plan with a national network, as described in Appendix MEDRX1, attached hereto and made a part hereof. Co-pays will be as follows: $20 co-pay per in network office visit; $25 co-pay for urgent care; $100 co-pay for emergency room visits (waived if admitted); and $250 per admission for in-network hospital stay. This health plan shall go into effect following ratification of this contract by the Common Council. A $10 Open Access Medical Plan with a National Network, as described in Appendix MEDRX1, attached hereto and made a part hereof. This plan also includes a prescription drug benefit, as described in Appendix MEDRX1.

B) This plan also includes a prescription drug benefit, also described in Appendix MEDRX 1. The prescription drug benefit requires copays for a thirty-day supply at the drug store for $5 generic, $20 preferred brand, and $35 non-preferred. The following co-pays shall apply to a 90-day supply through mail order: $10 generic, $40 preferred brand, and $70 non-preferred. The prescription drug benefit shall include mandatory generic. If a member requests a brand name medication when a generic equivalent is available, he/she will pay the difference in cost between the brand name and the generic unless his/her doctor determines that it is medically necessary for the member to take the brand name medication. In the case of medical necessity, the physician must seek prior approval for a mandatory generic exception from the City's pharmacy benefit manager. In addition, the "Preferred National Formulary," which will be updated annually, will apply. 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) The Opioid Management Program of the City's Pharmacy Benefit Manager shall apply to the prescription drug benefit identified herein.

D) 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.

B) 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. The City shall be responsible for the remainder of the total actual premium cost for the insurance plan(s) described in Section 1 of this Article.

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 plan design and payment amounts) 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 for qualified expenses 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. This coverage will also include dependent care. The Section 125 plan will be at no cost to the employee. The City will notify employees of open enrollment thirty (30) days prior to the beginning of the calendar year. Notice will be sent via e-mail and the Fire Union will post the notice in all work locations.
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).

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. All employees, including eligible dependents, who are members of the bargaining unit prior to or before July 16, 2008-2019 shall, upon retirement, be provided upon retirement 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. Retirees shall pay the same premium cost share as active employees as 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 premium cost share changes will only occur in the years where the active Union members' cost-share escalates. The maximum premium cost share obligation for retirees 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 745, 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, and 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 thirty (30) days of the qualifying event.

As for life insurance, an employee must enroll in life insurance within thirty (30) days of his/her start date with the City. Failure to enroll within this time period constitutes a waiver of life insurance for the duration of that employee’s tenure with the City. If the employee enrolls in life insurance and then elects not to participate in the life insurance program at some point in the future, the employee’s decision to terminate those life insurance benefits will be considered final and the employee cannot reenroll at any point thereafter.

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 (3rd) 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

At any time during this Agreement, the City may implement an incentive based wellness program after consultation with the Union. 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, 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.

SECTION 12

All members hired after ratification of this Agreement will be required to contribute to the City’s OPEB (Other Post-Employment Benefits) Trust one percent (1%) of their base pay through pre-tax weekly payroll deductions. This deduction will occur regardless of whether the employee elects to enroll into the City’s health plan and will not be returned at the employee’s termination or separation from the City. This deduction will end once the member retires or terminates employment from the City.

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 48a-81(b) or 48a-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 active 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 (1st) pay day in November in each fiscal year.

ARTICLE XVIII

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 15th 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 City 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-six (46) 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-six (46) 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 and have completed two (2) years as a Fire Lieutenant or other line officer position. 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 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.

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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 XIX

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 SAFETY 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 (1st) 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 (1st) come, first (1st) 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.
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 City employees from outside the Fire Department who are hired into the department shall be placed at a wage step that is closest to the employee’s current hourly rate, without going under, unless such placement is to the top step in the corresponding position’s wage scale. Employees from other City’s departments who have been hired into the Fire Department shall retain their leave accruals and City seniority for pension and leave accrual purposes. Departmental seniority will begin on the starting date at the Fire Department. Leave accruals will be converted from hours to days based on a twelve (12) hour calculation/conversion. Any current City employee hired into the Fire Department will not be granted any vacation or personal leave during the time that they are attending the Recruit Fire Training Program.

SECTION 3 The following represents the wage increases over the term of this contract:

- Effective and retroactive to July 1, 2019, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2016 shall increase by 2.5%.
- Effective July 1, 2020, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2019 shall increase by 2.5%.
- Effective July 1, 2021, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2020 shall increase by 3.35%.
- Effective July 1, 2022, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2021 shall increase by 3.35%.
- Effective July 1, 2023, the wage rate at each step and salary grade of the salary schedule in effect on June 30, 2022 shall increase by 3%.

SECTION 3 Employees who are promoted and who are at the top step in their current pay grade shall move to the top step of the promoted pay grade as long as the employee is being promoted up one rank (i.e. Firefighter to Lieutenant; Assistant Fire Marshal or Lieutenant to Battalion Chief; Assistant Chief or Assistant Fire Marshal to Deputy Fire Marshal; Deputy Fire Marshal to Fire Marshal). Employees who are promoted to a rank equivalent to more than one rank, (i.e. Firefighter to Assistant Chief or Assistant Fire Marshal to Fire Marshal) 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 XXIII WAGES

ARTICLE XXIII 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 a flat stipend of $100 per 24 hour shift or $50 per split shift (10 or 14 hour shifts). This stipend will escalate yearly based on the wage increase allowable under this Agreement to the nearest whole dollar.
SECTION 3 For the sole purpose of succession planning and in the event that a shift is at minimum officer staff, an Acting Lieutenant will be assigned to ride in the place of the absent officer. This language shall not alter the minimum staffing requirements set forth under Section XXVII. In order to be eligible for an acting assignment, a Firefighter must be on the active Fire Lieutenant Recruitment list. If no Firefighter is on the current promotional list, the assignment will go unfilled. Acting assignments under this section shall receive a flat stipend of $50 per 24 hour shift or $25 per split shift (10 or 14 hours), which will escalate yearly based on the wage increase allowable under this Agreement to the nearest whole dollar.

ARTICLE XXIV
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 XXV
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 XXVI
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 Colleges and Schools, 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 XXVII
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 XXIV, Section 1.

SECTION 2 Without changing the minimum staffing levels as set forth in Section 1 herein, upon ratification of this Agreement, the City will set the full shift staffing level of each shift as follows; one (1) Battalion Chief; three (3) Lieutenants; and eleven (11) Firefighters. In fiscal year 2020-2021, at a time to be determined by the Fire Chief, full shift staffing levels of each shift shall change to reflect the following: one (1) Battalion Chief; four (4) Lieutenants; and ten (10) Firefighters.
SECTION 32 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 XXI, Section 4(G) except that this provision shall be waived (and Article XXI, Section 4(G) shall not be exercised), for up to forty-two (42) man hours per contract year, on a first (1st) come first (1st) 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 43 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 XXVIII

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 (1st) 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 ORDNANCES, 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 Procedures/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 XXVII 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. The City shall develop the job description, qualifications, and duties of the position of Captain no later than 2023 and shall confer with the Union before bringing the job description forward to the Common Council. The parties further agree that the position of Captain shall be re-instituted no later than 2024 if and/or when the position of Captain is re-instituted, both parties agree to bargain collectively on the inclusion.

SECTION 18 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.

SECTION 23 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.

SECTION 24 No later than January 15 of each year, the Union shall designate in writing to the Risk Manager’s Office the names of one representative and one alternate to serve on the Mayor’s Safety Committee. One of the named individuals must attend all meetings of the Committee. No overtime wages will be paid for attending meetings or participating in Safety Committee activities.

SECTION 25 When converting a member’s time (sick, vacation, and personal time) from days as the suppression staff to hours as day staff, the Payroll Division of the Finance Department will calculate one day as 8.4 hours. In other words, two (2) days of time for a member of the suppression staff will be converted to 16.8 hours when transferring to day staff.
ARTICLE XXIX

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 (2nd) 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 is 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 (1st) 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 XXXII
UNION SECURITY & AGENCY SHOP

SECTION 1 Any new employee covered by this Agreement who authorizes union deductions shall start paying union dues beginning sixty (60) days after the new employee’s start date. To the extent that the City initiates such deductions on the new employee’s first day of hire, the Union will credit the new employee with any dues’ payments made during those first sixty (60) days. 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 (60th) day following such employment, either become a member of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining contract administration, grievance adjustment, and other legally permissible costs for the duration of 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 XXXII
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 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 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 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 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 (1st) positive test for alcohol will result in a referral to the Employee Assistance Program, a second (2nd) positive test for alcohol will result in a ten (10) day suspension without pay, and a third (3rd) positive test for alcohol will result in immediate terminations.
H) A first (1st) positive test for drugs shall result in a ten (10) day suspension without pay and a second (2nd) 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 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 XXXIII**

**DURATION**

This Agreement shall remain in full force and effect for a period of three (3) five (5) years from July 1, 2016 to June 30, 2024. If no agreement is reached by June 30, 2024, 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, 2024.


CITY OF MIDDLETOWN  
IN THE PRESENCE OF:

Daniel T. Drew, Its Mayor  
Witness

Christopher Augeri, Local #1073 President  
Witness

**APPENDIX A**

**SALARY SCHEDULE SUMMARY**

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<th>Step 1</th>
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**Note:** The table above shows the pay scale progression for different positions over several years.
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APPENDIX B

LIFE INSURANCE BENEFITS SUMMARY

APPENDIX C

DENTAL INSURANCE SUMMARY
APPENDIX D

MEDRX 1 SUMMARY
The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at www.cigna.com/sp. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at https://www.healthcare.gov/sbc-glossary or call 1-800-Cigna24 to request a copy.

### Important Questions

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<th>What is the overall deductible?</th>
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<td>For out-of-network providers: $400/individual or $800/family Combined medical/behavioral and pharmacy deductible</td>
<td>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</td>
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<td>You will have to meet the deductible before the plan pays for any services.</td>
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<table>
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<td>For in-network providers: $8,330/individual or $12,700/family For out-of-network providers: $1,800/individual or $3,000/family Combined medical/behavioral and pharmacy out-of-pocket limit</td>
<td></td>
<td>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What is not included in the out-of-pocket limit?</th>
<th>Answers</th>
<th>Why This Matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penalties for failure to obtain pre-authorization for services, premiums, balance-billing charges, and health care this plan doesn’t cover.</td>
<td></td>
<td>Even though you pay these expenses, they don’t count toward the out-of-pocket limit.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Will you pay less if you use a network provider?</th>
<th>Answers</th>
<th>Why This Matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes. See <a href="http://www.myCigna.com">www.myCigna.com</a> or call 1-800-Cigna24 for a list of network providers.</td>
<td></td>
<td>This plan uses a provider network. You will pay less if you use a provider in the plan’s network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</td>
</tr>
</tbody>
</table>
### Important Questions

| Do you need a referral to see a specialist? | No. | Why This Matters: You can see the specialist you choose without a referral. |

---

### All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>What You Will Pay</th>
<th>Limitations, Exceptions, &amp; Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
</tr>
<tr>
<td>If you visit a health care provider's office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>$20 copay/visit</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$20 copay/visit</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Preventive care/ screening/ immunization</td>
<td>No charge/visit</td>
<td>No charge/screening</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No charge/immunizations</td>
<td>20% coinsurance/screening</td>
</tr>
<tr>
<td>If you have a test</td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>What You Will Pay</td>
<td>Limitations, Exceptions, &amp; Other Important Information</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>-------------------</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
</tr>
<tr>
<td>Genetic drugs (Tier 1)</td>
<td>$5 retail/$10 mail order</td>
<td>20% coinsurance</td>
<td>Mail Order is 90 day supply</td>
</tr>
</tbody>
</table>
If you need drugs to treat your illness or condition

<table>
<thead>
<tr>
<th></th>
<th>Preferred brand drugs (Tier 2)</th>
<th>Non-preferred brand drugs (Tier 3)</th>
<th>Specialty drugs (Tier 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20 retail/$40 mail order</td>
<td>$35 retail/$70 mail order</td>
<td>Same as above</td>
</tr>
<tr>
<td></td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Mail Order is 90 day supply</td>
<td>Mail Order is 90 day supply</td>
<td></td>
</tr>
<tr>
<td></td>
<td>When a generic is available but the pharmacy dispenses the brand name medication for any reason, you will pay the difference between the brand name medication and the generic, plus the brand copay unless your physician obtains prior approval.</td>
<td>When a generic is available but the pharmacy dispenses the brand name medication for any reason, you will pay the difference between the brand name medication and the generic, plus the brand copay unless your physician obtains prior approval.</td>
<td></td>
</tr>
</tbody>
</table>

If you have outpatient surgery

<table>
<thead>
<tr>
<th></th>
<th>Facility fee (e.g., ambulatory surgery center)</th>
<th>Physician/surgeon fees</th>
<th>20% coinsurance</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No charge</td>
<td>No charge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you need immediate medical attention

<table>
<thead>
<tr>
<th></th>
<th>Emergency room care</th>
<th>Emergency medical transportation</th>
<th>Urgent care</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$100 copay/visit</td>
<td>No charge</td>
<td>$20 copay/visit</td>
</tr>
<tr>
<td></td>
<td>$100 copay/visit</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>$100 copay/visit</td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$100 copay/visit</td>
<td>Does not apply</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$100 copay/visit</td>
<td>Does not apply</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per visit copay is waived if admitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you have a hospital stay

<table>
<thead>
<tr>
<th></th>
<th>Facility fee (e.g., hospital room)</th>
<th>Physician/surgeon fees</th>
<th>20% coinsurance</th>
<th>Lesser of 50% of covered expenses or $500 penalty for no precertification.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$250 copay/admission</td>
<td>No charge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

More information about prescription drug coverage is available at www.expresscripts.com

If you need immediate medical attention

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<tr>
<td></td>
<td>$100 copay/visit</td>
<td>No charge</td>
<td>20% coinsurance</td>
</tr>
<tr>
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<td>No charge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$100 copay/visit</td>
<td>Does not apply</td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
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If you have a hospital stay

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<th>Facility fee (e.g., hospital room)</th>
<th>Physician/surgeon fees</th>
<th>20% coinsurance</th>
<th>Lesser of 50% of covered expenses or $500 penalty for no precertification.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$250 copay/admission</td>
<td>No charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>What You Will Pay</td>
<td>Limitations, Exceptions, &amp; Other Important Information</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>---------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>If you need mental health, behavioral health, or substance abuse services</strong></td>
<td>Outpatient services</td>
<td>In-Network Provider will pay the least: <strong>$20 copay/office visit</strong></td>
<td>Out-of-Network Provider (You will pay the most): <strong>20% coinsurance/office visit</strong></td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Inpatient services</td>
<td>No charge/all other services</td>
<td><strong>20% coinsurance/all other services</strong></td>
<td>Lesser of 50% of covered expenses or $500 penalty for no precertification.</td>
</tr>
<tr>
<td><strong>If you are pregnant</strong></td>
<td>Office visits</td>
<td>No charge</td>
<td><strong>20% coinsurance</strong></td>
<td>Primary Care or Specialist benefit levels apply for initial visit to confirm pregnancy. Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).</td>
</tr>
<tr>
<td></td>
<td>Childbirth/delivery professional services</td>
<td>No charge</td>
<td><strong>20% coinsurance</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Childbirth/delivery facility services</td>
<td><strong>$250 copay/admission</strong></td>
<td><strong>20% coinsurance</strong></td>
<td></td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>What You Will Pay</td>
<td>Limitations, Exceptions, &amp; Other Important Information</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>-------------------</td>
<td>------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
<td></td>
</tr>
<tr>
<td>Home health care</td>
<td>No charge</td>
<td>20% coinsurance</td>
<td>16 hour maximum per day</td>
<td></td>
</tr>
<tr>
<td>Rehabilitation services</td>
<td>$20 copay/PCP or Specialist visit</td>
<td>20% coinsurance/PCP or Specialist visit</td>
<td>Coverage is limited to annual max of 60 days for Rehabilitation and Chiropractic care services. Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies. Services are covered when Medically Necessary to treat a mental health condition (e.g., autism). Limits are not applicable to mental health conditions for Physical, Speech and Occupational therapies.</td>
<td></td>
</tr>
<tr>
<td>Habilitation services</td>
<td>$20 copay/PCP or Specialist visit</td>
<td>20% coinsurance/PCP or Specialist visit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled nursing care</td>
<td>No charge</td>
<td>20% coinsurance</td>
<td>Lesser of 50% of covered expenses or $500 penalty for non-certification. Coverage is limited to 60 days annual max.</td>
<td></td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>No charge</td>
<td>20% coinsurance</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Hospice services</td>
<td>No charge/inpatient, No charge/outpatient services</td>
<td>20% coinsurance/inpatient, 20% coinsurance/outpatient services</td>
<td>Lesser of 50% of covered expenses or $500 penalty for failure to properly identify hospice services.</td>
<td></td>
</tr>
<tr>
<td>If your child needs dental or eye care</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children’s eye exam</td>
<td>No Charge</td>
<td>No Charge</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Children’s glasses</td>
<td>Not covered</td>
<td>Not covered</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Children’s dental check-up</td>
<td>Cigna Dental</td>
<td>Cigna Dental</td>
<td>See Cigna Dental</td>
<td></td>
</tr>
</tbody>
</table>
## Excluded Services & Other Covered Services:

<table>
<thead>
<tr>
<th>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Cosmetic surgery</td>
</tr>
<tr>
<td>• Long Term Care</td>
</tr>
<tr>
<td>• Non-emergency care when traveling outside the U.S.</td>
</tr>
<tr>
<td>• Private-duty nursing</td>
</tr>
<tr>
<td>• Routine foot care</td>
</tr>
<tr>
<td>• Weight loss programs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Covered Services (Limitations may apply to these services. This isn’t a complete list. Please see your plan document.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Acupuncture</td>
</tr>
<tr>
<td>• Chiropractic care (combined with Rehabilitation Services)</td>
</tr>
<tr>
<td>• Infertility</td>
</tr>
<tr>
<td>• Routine foot care</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Your Rights to Continue Coverage:
There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:
There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. 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 your appeal. Contact the program for this plan’s situs state: State of Connecticut Office of the Health Care Advocate at (866) 466-4446. However, for information regarding your own state’s consumer assistance program refer to www.healthcare.gov.

Does this plan provide Minimum Essential Coverage? Yes
If you don’t have Minimum Essential Coverage for a month, you’ll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes
If your plan doesn’t meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224. Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-244-6224.
### About these Coverage Examples:

**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments, and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

<table>
<thead>
<tr>
<th>Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)</th>
<th>Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)</th>
<th>Mia's Simple Fracture (in-network emergency room visit and follow up care)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The plan's overall deductible</strong></td>
<td><strong>The plan's overall deductible</strong></td>
<td><strong>The plan's overall deductible</strong></td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Specialist copayment</strong></td>
<td><strong>Specialist copayment</strong></td>
<td><strong>Specialist copayment</strong></td>
</tr>
<tr>
<td>$20</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td><strong>Hospital (facility) coinsurance</strong></td>
<td><strong>Hospital (facility) coinsurance</strong></td>
<td><strong>Hospital (facility) coinsurance</strong></td>
</tr>
<tr>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Other coinsurance</strong></td>
<td><strong>Other coinsurance</strong></td>
<td><strong>Other coinsurance</strong></td>
</tr>
<tr>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**This EXAMPLE event includes services like:**
- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

**This EXAMPLE event includes services like:**
- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

**This EXAMPLE event includes services like:**
- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

<table>
<thead>
<tr>
<th>Total Example Cost</th>
<th>Total Example Cost</th>
<th>Total Example Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,800</td>
<td>$7,400</td>
<td>$1,900</td>
</tr>
</tbody>
</table>

**In this example, Peg would pay:**
- **Cost Sharing**
  - Deductibles: $0
  - Copayments: $300
  - Coinsurance: $0
  - Limits or exclusions: $10
  - The total Peg would pay is $310

**In this example, Joe would pay:**
- **Cost Sharing**
  - Deductibles: $0
  - Copayments: $200
  - Coinsurance: $0
  - Limits or exclusions: $200
  - The total Joe would pay is $400

**In this example, Mia would pay:**
- **Cost Sharing**
  - Deductibles: $0
  - Copayments: $200
  - Coinsurance: $0
  - Limits or exclusions: $0
  - The total Mia would pay is $200

The plan would be responsible for the other costs of these EXAMPLE covered services.

Navajo (Dine): Dinek’ehgo shika at’ohwol ninisingo, kwijijo holne’ 1-800-244-6224.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.
DISCRIMINATION IS AGAINST THE LAW

Medical coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified Interpreters
  - Information written in other languages

If you need these services, contact Customer Service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in any way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to ACAGrievance@Cigna.com or by writing to the following address:

Cigna
Nondiscrimination Complaint Coordinator
PO Box 188016
Chattanooga, TN 37422

If you need assistance filling a written grievance, please call the number on the back of your ID card or send an email to ACAGrievance@Cigna.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://oocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1.800.368.1019, 800.537.7697 (TDD)

Complaint forms are available at:

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Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (Los usuarios de TTY deben llamar al 711).

Chinese – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224 (聽障專線：請撥 711)。

Vietnamese – QUY VỊ ĐƯỢC ĐẶC Đ.isNullOrEmpty(); ví trợ giúp về góp miền phí. Để cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Arabic – إنتماء التغطية، متوفر خدمة الترجمة مجانًا. – Cigna


Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero riportato sulla tua cartina identificativa. In caso contrario, chiamare il numero 1.800.244.6224 (TTY: chiamare il numero 711).
Cigna Dental Benefit  
**Summary City of Middletown - DPPO1 Plan Renewal Date:**  
**07/01/2019**  

Administered by: Cigna Health and Life Insurance Company

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

### Cigna Dental PPO

<table>
<thead>
<tr>
<th>Network Options</th>
<th>In-Network: Total Cigna DPPO Network</th>
<th>Non-Network: See Non-Network Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Levels</td>
<td>Based on Contracted Fees</td>
<td>Based on Billed Charge</td>
</tr>
<tr>
<td>Calendar Year Benefits Maximum</td>
<td>Applies to: Class I, II &amp; III expenses</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Calendar Year Deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Family</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Benefit Highlights

<table>
<thead>
<tr>
<th>Class I: Diagnostic &amp; Preventive</th>
<th>Plan Pays</th>
<th>You Pay</th>
<th>Plan Pays</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral Evaluations</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Prophylaxis: routine cleanings</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>X-rays: routine</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>X-rays: non-routine</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Fluoride Application</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Sealants: per tooth</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Space Maintainers: non-orthodontic</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Emergency Care to Relieve Pain</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class II: Basic Restorative</th>
<th>Plan Pays</th>
<th>You Pay</th>
<th>Plan Pays</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restorative: fillings</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Endodontics: minor and major</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Oral Surgery: minor and major</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Anesthesia: general and IV sedation</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Repairs: Bridges, Crowns and Inlays</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Repairs: Dentures</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Denture Relines, Rebases and Adjustments</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Bridges and Dentures</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class III: Major Restorative</th>
<th>Plan Pays</th>
<th>You Pay</th>
<th>Plan Pays</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inlays and Onlays</td>
<td>50%</td>
<td>No Deductible</td>
<td>50%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Prosthesis Over Implant</td>
<td>50%</td>
<td>No Deductible</td>
<td>50%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Crowns: prefabricated stainless steel / resin</td>
<td>50%</td>
<td>No Deductible</td>
<td>50%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Crowns: permanent cast and porcelain</td>
<td>50%</td>
<td>No Deductible</td>
<td>50%</td>
<td>No Deductible</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class IV: Orthodontia</th>
<th>Plan Pays</th>
<th>You Pay</th>
<th>Plan Pays</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage for Dependent Children to age 19</td>
<td>60%</td>
<td>No Deductible</td>
<td>40%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Lifetime Benefits Maximum: $600</td>
<td>60%</td>
<td>No Deductible</td>
<td>40%</td>
<td>No Deductible</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class VI: Periodontics</th>
<th>Plan Pays</th>
<th>You Pay</th>
<th>Plan Pays</th>
<th>You Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periodontics: minor and major</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
<tr>
<td>Calendar Year Maximum: $500</td>
<td>80%</td>
<td>No Deductible</td>
<td>20%</td>
<td>No Deductible</td>
</tr>
</tbody>
</table>

### Benefit Plan Provisions:

**In-Network Reimbursement:** For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.

**Non-Network Reimbursement:** For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge. The dentist may balance bill up to their usual fees.

**Cross Accumulation:** All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.

**Calendar Year Benefits Maximum:** The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.

**Calendar Year Deductible:** This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Pretreatment Review
Pretreatment review is available on a voluntary basis when dental work in excess of $300 is proposed.

Alternate Benefit Provision
When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This does not apply to crowns and fillings.

Oral Health Integration Program (OHIP)
Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There’s no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.

Timely Filing
Out of network claims submitted to Cigna after 365 days from date of service will be denied.

Benefit Limitations:

Oral Evaluations
4 per calendar year

X-rays (routine)
Bitewings: 2 per calendar year

X-rays (non-routine)
Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months

Diagnostic Casts
Payable only in conjunction with orthodontic workup

Cleanings
4 per calendar year, including periodontal maintenance procedures following active therapy

Fluoride Application
2 per calendar year for children under age 19

Sealants (per tooth)
Limited to posterior tooth, 1 treatment per tooth every 36 months

Space Maintainers
Limited to non-orthodontic treatment for children under age 19

Inlays, Crowns, Bridges, Dentures and Partial S
Replacement every 60 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.

Denture and Bridge Repairs
Reviewed if more than once

Denture Relines, Rebases and Adjustments
Covered if more than 6 months after installation

Prosthesis Over Implant
Replacement every 60 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.

Benefit Exclusions:
Covered Expenses will not include, and no payment will be made for the following:

Procedures and services not included in the list of covered dental expenses;

Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;

Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;

Periodontics: bite registrations; splinting;

Prosthodontics: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;

Implants: implants or implant related services;

Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;

Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;

Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs

Changes in excess of the Billed Charge.

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

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

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

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J. Approving, effective upon passage by the Common Council, the changes to the position of Certified Nursing Assistant located at the Board of Education to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 3, 32.5 hours ($12.63 - $18.72) to AFSCME Local #466 Salary Grade 4, 32.5 hours ($14.32 - $21.21) and a reclassified title to Certified Nursing/Office Assistant. Any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED

RESOLUTION No: 54-19; K: review/ HR Cert Nurse Asst BOE RES 54-19 – 1 July 2019
Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the position of Certified Nursing Assistant located at the Board of Education are approved to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 3, 32.5 hours ($12.63 – $18.72) to AFSCME Local #466 Salary Grade 4, 32.5 hours ($14.32 – $21.21) and a reclassified title to Certified Nursing/Office Assistant. Any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact: Fiscal impact for this position for the remainder of FY 2018-2019 is $1,861.27. Fiscal Impact for FY 2019-2020 - $3,815.60

Resolution Number: 156-10
Date: RESOLUTION

Be it resolved by the Common Council of the City of Middletown:

That the position of Certified Nursing Assistant, Local #466, Salary Grade 3, ($10.55 – $15.62) and corresponding job description be established for inclusion into the City’s classification plan effective upon Council approval.

Financial Impact: There is no impact to the City’s General Fund as the position is in the Board of Education.

Submitted by: Councilman Vincent Loffredo, Chairman
Debra A. Milardo, Director of Personnel

Reviewed by: Personnel Review Commission on 11/17/10

Status: APPROVED
by Common Council, City of Middletown
at its meeting held on: DECEMBER 6, 2010

City of Middletown, Connecticut
Position Description

Title: Certified Nursing / Office Assistant
Department: Board of Education
Date: August 2010 June 2019

Purpose of Position
The purpose of this position is to provide health care services for students in the school setting as a member of the transdisciplinary team under the direct supervision of nurses. The work is performed under the direction of the site nurse and the Director of Pupil Personnel and Special Education, Director of Pupil Services and Special Education and/or the School Health Supervisor.

Essential Duties and Responsibilities
The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Provides direct care of individual children as assigned. Including but not limited to: physical hygiene; mouth care; hair care; nail care; dressing; grooming and toileting.
- Feeds children following facility feeding technique protocol.
- Provide supervision to maintain safety of children at all times.
- Monitoring and recording data as introduced by the nurse.
- Monitoring, recording and reporting seizure activity.
- Maintaining care of children’s personal equipment and personal belongings.
- Providing a clean and orderly office setting for children.
- Positioning of children throughout shift as needed.
- Monitoring and reporting any change in children’s physical condition.
- Transport/transfer any student as needed per facility.
- Maintains all standards of cleanliness and follows isolation precautions as required.
- Request, send, process and file Cumulative Health Records (CHRs) and other related medical paperwork.
- Provides forms to students and parents regarding medication authorizations, physicals, SBHC forms, and other related documents.
- Greets, screens, assists and directs visitors and callers; provides general information; answers questions; refers individuals to appropriate personnel/department; takes and relays messages. May answer and respond to intercom requests and inquiries.
- Maintains, monitors, updates and tracks records Cumulative Health Records, files, lists, databases and spreadsheets; tracks and records attendance records.
- Performs other related functions as assigned or required.
- Other responsibilities as determined by the Director of Pupil Personnel and Special Education.

Minimum Training and Experience Required to Perform Essential Job Functions
Certification with the State Board of Nursing, Department of Health Regulatory Board. 2 years working in the capacity of a Certified Nursing Assistant. Valid Connecticut Driver’s license. Preference will be given to those with previous pediatric or school experience.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication
- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Requires the ability to provide first line supervision. Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as student health records, supply requisitions, medication forms, accident forms, surveys, screening referrals, eligibility lists, drug handbooks, medical dictionary, OSHA manuals, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the Director of Pupil Personnel and Special Education, students, parents, teachers, principals, administrators, physicians, paraprofessionals, social workers, psychologists, therapists, guidance counselors, pharmacists, speech pathologists, café and custodial personnel, psychiatrists and the public and to collaborate effectively with trans and inter disciplinary teams.
- Requires the ability to create and implement regular and emergency health care plans.

Mathematical Ability
- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions and algebra.

Physical Requirements
- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, nursing/medical equipment, screening equipment, medical supplies and/or related materials used in performing essential functions.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing coordinated movements such as providing nursing care.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing up to 50 pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors poses a limited risk of injury. May be exposed to illnesses or disease.
The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Status: APPROVED by Common Council, City of Middletown at its meeting held on: DECEMBER 6, 2010

MEMORANDUM FROM THE OFFICE OF THE GENERAL COUNSEL, HUMAN RESOURCES DIVISION

TO: COMMON COUNCIL
FROM: JUSTIN RICHARDSON, DIRECTOR OF HUMAN RESOURCES
CC: MAYOR DANIEL T. DREW
     BRIG SMITH, GENERAL COUNSEL
     KORI WISNESKI, DEPUTY GENERAL COUNSEL
     CARL ERLACHER, DIRECTOR OF FINANCE
     CHRISTINE BOURNE, AFSCME LOCAL #466 UNION PRESIDENT

DATE: June 19, 2019
RE: EXECUTIVE SUMMARY OF 2018 AFSCME LOCAL #466 LABOR MANAGEMENT PROCESS

The resolutions, job changes and upgrades contained herein are the result of the 2018 AFSCME Labor-Management process.

This process began in the summer of 2018 with the distribution of applications to all Local #466 union members. Employees filled out applications, which are then reviewed and signed off by the relevant Department Head. 56 applications were submitted by employees to the Human Resources Division. Pursuant to the language in the CBA no more than 5% of the bargaining unit or up to 25, job titles, whichever is less, may be considered by the Review Committee at each review. 18 job titles were selected which equals 5% of the bargaining unit. The selection of candidates for review was done by lottery.

The 18 positions selected for review were:
1. Accounts Clerk II
2. Administrative Secretary II/Assistant Registrar of Vital Statistics
3. Administrative Secretary III – Office of Equal Opportunity & Diversity Management
4. Assessment Inspector/Data Maps Coordinator
5. Building Superintendent I
6. Certified Nursing Assistant
7. Carpenter
8. Electrician – W&S
9. Housing Code Enforcement Officer
10. Licensed Practical Nurse
11. Painter
12. Paint/Traffic Paint Worker
13. Program/Budget Analyst - Various
14. School Custodian I
15. Sweeper Operator - Early Shift
16. Sweeper Operator
17. Truck Driver
18. Utility Worker IV

Interviews were held in early November. Once concluded, the Review Committee discussed the applications and the information provided by the employees in the interviews. From there the committee held follow up meetings to discuss the information and to vote on which positions would be moved forward in the process for further review, upgrades and revisions. A majority of 3 votes was needed for any one position to move forward. 10 positions were voted to be further reviewed.

The 10 positions reviewed further by the Committee were:
1. Accounts Clerk II
2. Assessment Inspector/Data Maps Coordinator
3. Certified Nursing Assistant
4. Carpenter
5. Electrician – W&S
6. Housing Code Enforcement Officer
7. Licensed Practical Nurse
8. Painter
9. Truck Driver
10. Utility Worker IV

At this point, several Committee meetings were held to clarify any language changes that were to be made to the job descriptions in the process and to discuss the findings of the evaluations that were conducted. Job descriptions were considered according to the criteria listed in Article 10, WAGES, Section 8 of the contract:

(A) The criteria for review shall be:
1. Change in the job duties and/or reorganization or technological development that significantly changes job responsibilities; or
2. The job description does not reflect the current duties and responsibilities of the assignment; or
3. Concerns that inadequate or incomplete information may have been provided to the evaluator; or
4. The alignment between jobs does not appear to reflect their appropriate relative value under the classification review.

Job descriptions were evaluated through the Maximus Scoring system to determine if a salary change was warranted. Once the rubric is completed and a position score generated, a number scale determines the appropriate with salary grade for the position.

The resolutions presented tonight request an effective date of January 1, 2019, for approval of retroactive pay. The financial impact resulting from this process for fiscal year 2018-2019 ending on June 30, 2019 will be $79,215.09. This figure represents a $69,763.82 City Side impact and a $9,451.27 BOE Side impact. The fiscal impact for next year 2019-2020 based on base salaries will be approximately $145,789.74.

It must be noted that the language of the contract requires that each job description and any proposed changes going in front of the Common Council shall be considered independently and voted on separately. Thus, each job description presented has its own resolution for the Common Council to consider and vote on.
The Chair states that before calling on Councilman Cotten for this resolution, he encourages all Councilmembers to support these upgrades, quoting the President of Local 466, who described it as a “long process” for both labor and management and the neutral representative. These individuals work hard for the City every day and deserve recognitions, asking the Council to support these resolutions. The Chair calls on Councilman W. Vance Cotten for this resolution, Item 10J.

Councilman Cotten reads the resolution and moves for approval. Councilman Gerald Daley seconds the motion.
There being no discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 to 1. The matter passes unanimously.

The Chair states that, having spoken with Corporation Counsel, in the interest of time, should the Council wish, they can consider one, master motion to waive the reading of each resolution and the move them individually as separate items. Each can also be debated, if needed.

Councilman Sebastian Giuliano moves to waive the reading of the labor-management resolution. Councilwoman Mary Bartolotta seconds the motion.

The Chair calls on Councilman Grady Falkner.

Councilman Faulkner asks if these resolutions are all part of the labor-management process.

The Chair replies, “That is right. Yes, the Local 466 contract.”

There being no further discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

K. Approving, effective upon passage by the Common Council, the changes to the Assessment Inspector/Data Maps Coordinator job description to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 8, 35 hours ($21.08 - $31.22) to AFSCME Local #466 Salary Grade 9, 35 hours ($22.79 - $33.70), and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED

RESOLUTION No: 55-19; K: review/ resolution/ HR Assess Insp RES 55-19 – 1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the Assessment Inspector/Data Maps Coordinator job description are approved to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 8, 35 hours ($21.08 – $31.22) to AFSCME Local #466 Salary Grade 9, 35 hours ($22.79 – $33.70) and any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact: Fiscal impact for this position for the remainder of FY 2018-2019 is $2,343.29. This figure includes overtime.

Fiscal Impact for FY 2019-2020 - $4,626.44

City of Middletown, Connecticut

Position Description

Title: Assessment Inspector/Data & Maps

Department: Tax Assessor

Date: March 2001 June 2019

Grade 9

Purpose of Position
The purpose of this position is to document and update changes and revisions relative to Assessor property tax maps and property field cards, and to perform drafting, field inspection and office administrative duties relating to assessment records in establishing and maintaining the Grand List. The work is performed under the direction of the Tax Assessor or 60esignee.

Essential Duties and Responsibilities
The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Revises Tax Assessor property tax maps.
- Records and documents various maps filed in City/Town Clerk and Land Records, the Planning, Conservation and Development department.
- Documents land transfers using OPM cost ratio sales sheets.
Responds to and resolves real estate, personal property and motor vehicle issues. Coordinates functions with other City departments. Provides map and assessment information for the office to attorneys, realtors and the public.

Reviews properties currently under construction to establish percentage complete for valuation purposes.

Assists in preparing specifications for the revaluation process. Assists in preparing and maintaining real estate, motor vehicle and personal property abstracts. Prepares a variety of reports to the State.

Researches land record information, including but not limited to title searches and analyzes results to establish land ownership. Receives, reviews and processes real estate, personal property and motor vehicle information. Verifies accuracy of information through independent survey and review as needed.

Assists elderly homeowners, renters and the public in filing for tax exemptions and renters rebate program.

Prepares, updates and enters information into computer programs by remote computer terminal.

Maintains Assessor Geographical Information System (GIS) Program.

Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

Associate’s degree in Drafting, mapping or a related field with one year of related experience or any combination of education and experience that provides equivalent knowledge, skills and abilities. Position requires possession of a valid Connecticut driver’s license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.

Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.

Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as financial statements, technical operating manuals, building permits, personal property forms, pricing guides, law books, maps, tax bills, handbooks, statutes, guidelines and non-routine correspondence.

Mathematical Ability

Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions.

Physical Requirements

Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, vehicles and/or related materials used in performing essential functions.

Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.

Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The Chair calls on Councilman Grady L. Faulkner, Jr. for Item 10K.

Councilman Faulkner moves to approve Item 10K. Councilman Gerald Daley seconds the motion.
There being no discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

L. Approving, effective upon passage by the Common Council, the changes to the Electrician job description located in the Water & Sewer Department to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 10, 40 hours ($24.49 - $36.23) to AFSCME Local #466 Salary Grade 11, 40 hours ($26.18 - $38.75) and a reclassified title to Electrical Engineer. Any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED

RESOLUTION No: 56-19; K: review/ resolution/ Elec Eng RES 56-19 – 1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the Electrician job description located in the Water & Sewer Department are approved to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 10, 40 hours ($24.49 – $36.23) to AFSCME Local #466 Salary Grade 11, 40 hours ($26.18 – $38.75) and a reclassified title to Electrical Engineer Any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact: Fiscal impact for this position for the remainder of FY 2018-2019 is $3,414.60.
Fiscal Impact for FY 2019-2020 - $6,984.43

City of Middletown
Position Description

Title: Electrician/Electrical Engineer
Department: Water & Sewer
Date: November, 2005
       June 2019
Salary Grade: 10A-11 Maximus

Purpose of Position

The purpose of this position is to perform skilled electrical work in the maintenance, repair and renovation of Water & Sewer buildings, including therein all electrical fixtures; and performs general maintenance work as needed. The position may be shared with other City divisions as assigned. Position reports to the Director and/or Deputy Director of Water & Sewer.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required as assigned.

- Performs electrical project management on projects.
- Reviews all building plans, blueprints, diagrams or drawings to determine equipment, tools and materials as required.
- Estimates time and material costs. Ability to research, and recommend, and prepare cost estimates and RFPs for the preparation of purchase orders on projects.
- Assists in estimating major renovation projects.
- Supervises staff as required.
- Plans layout, installs and repairs wiring, electrical fixtures and apparatus.
- Prepares sketches showing location of wiring and equipment.
- Installs control and distribution apparatus.
- Connects power cables to equipment and installs grounding leads.
- Tests continuity of circuit to insure electrical compatibility and safety components using testing instruments.
- Observes functioning of equipment or systems to detect hazards and need for adjustments, relocation or replacement.
- Performs electrical maintenance work on equipment/facilities as required. Ability to install low voltage lines for alarms, sensors, electro-mechanical drives.
- Ability to operate lifts and bucket trucks.
- Uses hand tools of trade and related power equipment.
- Follows all applicable safety procedures and State/Federal regulations.
- Reports status and finish of assignments to supervisor.
Minimum Training and Experience Required to Perform Essential Job Functions

Associates degree in Electrical Engineering, Mechanical Engineering or related field with four years of experience as a journeyman level or higher in the trade. Completion of vocational technical school program in electrical trade or completion of an approved apprenticeship program in the trade, and three years of experience as a journeyman level of the trade. State licensing for electrical E-2 license required. Position requires Connecticut Motor Vehicle Operator's Driver's License license within 60 days of hire. Class II license/Class B Commercial Driver's License is desirable. Ability to obtain confined space certification.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communications

- Requires the ability to perform mid level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank investigate and diagnose.
- Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome.
- Requires the ability to act as a lead person.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as bid specifications, quotations, work orders, electrical specifications, blueprints, building codes, schematics, maintenance manuals, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the administration of the department and all maintenance/repair staff, inspectors, City Directors, vendors and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions.

Physical Requirements

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools as standard for any electrical application.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing coordinated movements such as electrical repair and maintenance.
- Tasks involve the ability to exert regular and sustained heavy physical effort with an emphasis on climbing and balancing which also involves stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under potentially dangerous and uncomfortable conditions where exposure to environmental factors such as strong odors, toxic agents, chemicals or dusts can cause discomfort and where there is a risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the Housing Code Enforcement Officer job description are approved to reflect the updated duties with no change in salary:

Fiscal Impact: None

City of Middletown, Connecticut

Position Description

Title: Housing Code Enforcement Officer
Department: Health
Date: March 2003

Grade 10A

June 2019

Purpose of Position
The purpose of this position is to perform inspection, review and enforcement duties in administering housing codes, laws and statutes, to organize and coordinate emergency housing services and to monitor housing codes and recommend amendments. The work is performed under the direction of the Chief Housing Code Enforcement Officer/Public Health Manager and Director of Health.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Acts as Fire Marshal in one and two family houses where other Fire Marshal has no jurisdiction.
- Inspects dwellings, houses, elderly housing facilities, public and commercial housing and other buildings and structures; inspect plumbing components, electrical wiring and carpentry; conducts fire hazard inspections.
- Receives complaints of housing code violations, investigates complaints and directs corrective action as needed.
- Interprets and enforces housing codes, statutes and laws; issues notice of violations, legal orders, arrest warrants and condemnation orders; makes judgement on housing violations; meets with prosecutors, attorneys and city agencies regarding active litigation. May perform title searches.
- Licenses Rooming Houses; places placards on dwelling units unfit for human occupancy. Monitors eviction proceedings.
- Responds to emergency situations regarding the life, health, safety and welfare of citizens; is subject to call for emergency responses after hours; assists in special housing placements for the elderly and handicapped. Responds to and investigates nuisance complaints regarding animals, garbage, solid waste, or hazardous waste.
- Coordinates efforts with other City departments; assists with technical problems with building and fire officials; initiates inspections with fire and building officials. Provides referrals to health and safety groups and programs, community and public agencies.
- Organizes and monitors lead abatement plans. Organizes and conducts block surveys.
- Reviews a variety of plans including housing plans; reviews demolition procedures, permits and blueprints.
- Prepares a variety of reports, documents and correspondence; prepares court documents; submits detailed summaries and recommendations. Assists in developing City ordinances.
- Monitors elevated lead blood levels in children; obtains hazardous material samples; conducts soil testing.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

Associate’s degree in Construction, or the Trades, or a related field with five years of inspection/enforcement experience or any combination of education and experience that provides equivalent knowledge, skills and abilities. Position requires the ability to obtain a Lead Inspector License. Position also requires and must possess a valid Connecticut Driver’s License with 60 days of hire.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.
- Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information such as reports, legal orders, warrants, laws, ordinances, statutes, manuals, maps, procedures and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the Chief Enforcement Officer and all department personnel, other City departments, agencies, attorneys, owners, builders, trades people, and the public.
Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fraction, algebra and geometry.

Physical Requirements

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, measuring and drafting instruments, testers, and/or related materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under generally safe and comfortable conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.

The Chair calls on Councilman Eugene Nocera for Item 10M.

Councilman Nocera moves to approve Item 10M. Councilman Grady Faulkner, Jr. seconds the motion.

The Chair calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that he would normally defer to the Committee as it had all the information in front of them. They listened to the employees and the directors. He does not like to substitute his judgment; however, he is having a difficult time with this one. This job has duties from three (3) positions, which were merge into one (1), including some which were supervisory duties. In Questions to Directors, Human Resources Director Justin Richardson said that, under the Maximus rubric, which the City continues to use and which is very old, the formula could not produce an upgrade. He believes that we can do better than that, noting that the City should not be hamstrung by an old system that might not reflect the challenges that we have in evaluating these things. He will be voting against this resolution.

The Chair calls on Councilman Gerald Daley.

Councilman Daley states that, based on the discussion that the Council had with Human Resources Director Justin Richardson during Questions to Directors, he, too, is uncomfortable voting to approve this resolution. It is clear that the Maximus/Archer point factor system is no longer up to date. He recounts that the City had a job evaluation study a few years ago, some six (6) years ago, which was not implemented for a variety of reasons. The Council recognized that the Maximus system needed to be replaced with a more up to date system. If the Council votes this down, the only effect is to keep this job description as it is today and not implement the changes to the job description that the Committee approved based on the questionnaire and interview with the incumbent. This is an important step since, otherwise, the only choice is to add additional duties such as conducting title searches without, in his opinion, recognizing that there should be compensation for those additional duties. He will vote no. Unfortunately, the contract is clear that, once a job is considered by the Labor-Management Committee, the incumbents in that job classification are barred from going thru the process again during term of the contract. It appears that there is no opportunity for appeal or a second consideration of a job. It seems that best the Council can do is not add additional duties to the job.

The Chair notes that a job is barred from going back thru this process, but it does not preclude his administration from negotiating directly with the union should that be something that appears to be (inaudible) So that is something that can be considered should the Council turn this away.

The Chair calls on Councilwoman Linda Salafia.

Councilwoman Salafia states that the Chair has just answered her question. She notes that in reading the contract at Section 8, nowhere does it say that the Department Head or Mayor’s Office cannot bring a job forward for adjustment.

The Chair replies, “Correct,” adding that a job can be brought forward for adjustment, but that it cannot go back thru this process again.
Councilwoman Salafia replies, “Yes,” noting that is also her understanding. She will also be voting “no.”

The Chair states that, if the Council chooses to vote “no” tonight, adding that he is not making any promises on the floor, they will take a look at it and see if a fair adjustment can be made on its own and bring it back to the Council later.

The Chair calls on Councilwoman Mary Bartolotta.

Councilwoman Bartolotta moves to waive the rules to bring the Local 466 Union President up to the podium to ask a question.

The Chair asks what Councilwoman Bartolotta’s question is.

Councilwoman Bartolotta replies that she would like to ask their perspective as to whether or not the Union believes that the Council should or should not pass on this item.

The Chair replies, “Okay.” The Chair asks for a second to Councilwoman Bartolotta’s motion. Councilwoman Linda Salafia seconds the motion.

There being no discussion, the Chair calls for the vote. The Chair states that the motion to waive the rules is approved unanimously by a vote of 11 to 1. The matter passes unanimously.

Local 466 Union President Christine Bourne steps to the podium.

President Bourne states that they struggled with this item for exactly the same reason that the Council is now facing. They don’t feel that adding a duty is the best answer to this process with five (5) votes and majority rule. It does not always come out the way we want it to, noting that they had the same problem with the Town Clerk’s Office and wanted to discuss that with the City. The Union is open to discussing a better solution with the City, noting this item might be tabled. The Union prefers that this item be tabled because a “no” vote is a permanent “no” while tabling it allows for discussion with the City and allows them to revisit this item. It is the Council’s pleasure.

The Chair replies that, whether it is tabled or not, the contract states that, once a job is accepted and reviewed by the Labor-Management Committee, which is when it is zapped thru the remainder of the contract.

President Bourne notes that the final action would not have happened if the item is tabled.

The Chair states that the final action, the disposition of the final action, is irrelevant to whether or not the job can be raised thru the Labor-Management process during the balance of the contract. It can be negotiated between the administration and the union, hypothetically, regardless of it being tabled or rejected or accepted. It cannot go back thru Labor-Management.

President Bourne replies that she understands that.

The Chair states that, if the Council chooses to reject this item tonight, if they want to talk, if they want to approve it tonight, we can talk. He states that he is open to a discussion.

President Bourne replies that the Union is happy to talk.

There being no further discussion, the Chair calls for the vote. The Chair states that the motion to approve is defeated unanimously by a vote of 0 aye to 11 nay. The matter fails. The Chair notes that they will follow up with Local 466.

N. Approving, effective upon passage by the Common Council, the changes to the Licensed Practical Nurse job description to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 9, 40 hours ($22.79 - $33.70) to AFSCME Local #466 Salary Grade 10, 40 hours ($24.49 - $36.23), and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED

RESOLUTION No: 58-19; K: review/ resolution/ HR LPN RES 58-19 – 1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;
Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the Licensed Practical Nurse job description are approved to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 9, 40 hours ($22.79 – $33.70) to AFSCME Local #466 Salary Grade 10, 40 hours ($24.49 – $36.23) and any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

BE IT FURTHER RESOLVED that the job description for Licensed Practical Nurse shall be removed from the classification plan at such time as the incumbent vacates this position.

Fiscal Impact:
Fiscal impact for this position for the remainder of FY 2018-2019 is $3,407.04.
Fiscal Impact for FY 2019-2020 - $6,984.43

City of Middletown, Connecticut
Position Description

Title: Licensed Practical Nurse
Department: Board of Education
Date: April 2013
Salary Grade: 109 Local #466

Purpose of Position:
The purpose of this position is to provide health care services for students in the school setting including transportation; maintain student health records according to state regulations; perform health screenings; maintain health and welfare of student. The work is performed under the direction of the Director of Pupil Services and Special Education, School Health Supervisor or a School Nurse practitioner. This position provides for medical care, primarily for students with special education needs, or when necessary to assist a school nurse with other health care needs.

Essential Duties and Responsibilities:
The LPN participates in each phase of the nursing process as directed by the school nurse:

- In the assessment phase of the nursing process by collecting, reporting and recording data (such as assisting the school nurse and/or school medical advisor with health screenings and health assessment procedures; perform initial vision and hearing screening after necessary training, documenting screenings, observations and interventions, etc.)
- In the planning phase of the nursing process by providing data and contributing to the identification of priorities and goals (such as triage of routine health office visits, case finding and referral to the school nurse for further assessment, assisting the school nurse to plan for parent, teacher and pupil conferences, 504 or Planning and Placement Team meetings, documenting and communicating pertinent observations and data)
- In the implementation phase of the nursing process by providing care to students whose conditions are stable, assisting the RN in providing care to students whose conditions are unpredictable, and providing an environment conducive to safety and health (such as performing or assisting the school nurse with nursing management of students with injury, illness, an health maintenance or prevention needs as directed, assisting the school nurse in managing students with acute medical emergencies and other health or safety crises as directed, implement a student’s health care plan as directed, functioning as an instructional assistant for students with special health care needs, documenting interventions and responses to care; and administering medication, and directed by the school nurse.
- In the evaluation phase, may collect data and provide the school nurse with the information;
  - Assists with preparing and processing Medicaid/Medicaid billing for reimbursements.
  - Interpret health related policies and procedures, and perform administrative duties in accordance with said policies and procedures, such as field trips.
  - Prepare and maintain health rooms; and May perform other related tasks as required.

Minimum Training and Experience Required to Perform Essential Job Functions

Must be a graduate of an accredited first aid and educational program for licensed practical nurses (LPN) with two years of related experience as a LPN. Position requires a valid State of Connecticut LPN License, CPR certification, and a valid Connecticut driver’s license. Applicants must be able to pass a post-offer background investigation.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform basic level of data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
- Requires the ability to provide first line supervision. Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as student health records, supply requisitions, medication forms, accident forms, surveys,
screening referrals, eligibility lists, drug handbooks, medical dictionary, OSHA manuals, procedures, guidelines and non-routine correspondence.

- Requires the ability to communicate orally and in writing with the Director of Pupil Personnel and Special Education, students, parents, teachers, principals, administrators, physicians, paraprofessionals, social workers, psychologists, therapists, guidance counselors, pharmacists, speech pathologists, cafe and custodial personnel, psychiatrists and the public and to collaborate effectively with trans and interdisciplinary teams.

- Requires the ability to create and implement regular and emergency health care plans.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions.

Physical Requirements

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines and/or related materials used in performing essential functions.

- Ability to coordinate eyes, hands, feet and limbs in performing coordinated movements such as providing nursing care.

- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.

- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury. May be exposed to illnesses or disease.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Resolution No. 68-13
RESOLUTION

WHEREAS, the Middletown Board of Education has requested the position of Licensed Practical Nurse to be included within the Classified Plan; and

WHEREAS, this request comes as part of a resolution reached in the settlement agreement between the City of Middletown, the Middletown Board of Education and AFSCME Local #466 of Council 4; and

WHEREAS, a Memorandum of Understanding has been duly executed assigning the incumbent employee into this position and in accordance with this job description;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That it approves the job description and salary of the Licensed Practical Nurse, Grade 9 ($19.74 – $29.21), AFSCME Local #466 – 40 hours for inclusion in to the City’s Classification Plan; and

BE IT FURTHER RESOLVED, that the job description for Licensed Practical Nurse shall be removed from the classification plan at such time as the incumbent vacates this position.

Fiscal Impact: Funding shall be established under the jurisdiction of the Middletown Board of Education.

Submitted by: Councilwoman Hope P. Kasper
Reviewed and Approved by: Personnel Review Commission
At its regular meeting on April 9, 2013.

Status: APPROVED
By Common Council, City of Middletown
At its meeting held on: MAY 6, 2013
The Chair calls on Councilwoman Mary Bartolotta for Item 10N.

Councilwoman Bartolotta moves to approve Item 10N. Councilman Gerald Daley seconds the motion.

There being no discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

O. Approving, effective upon passage by the Common Council, the changes to the position of Painter located at the Board of Education to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 6, 40 hours ($17.71 - $26.20) to AFSCME Local #466 Salary Grade 7, 40 hours ($19.42 - $28.73). Any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED

RESOLUTION No: 59-19; K: review/ resolution/ HR painter BOE RES 59-19 – 1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the position of Painter located at the Board of Education is approved to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 6, 40 hours ($17.71 – $26.20) to AFSCME Local #466 Salary Grade 7, 40 hours ($19.42 – $28.73). Any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact:
Fiscal Impact for this position for the remainder of FY 2018-2019 is $2,631.20.
Fiscal Impact for FY 2019-2020 - $5,393.96

City of Middletown, Connecticut
Position Description

Title: Painter
Department: Board of Education
Date: March 2003

Grade 7
June 2019

Purpose of Position
The purpose of this position is to maintain physical appearance of schools through painting, graffiti removal and design and fabrication of signs. The work is performed under the direction of the Director of Facilities.

Essential Duties and Responsibilities
The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Paints interior and exterior walls, doors, trim and other surfaces to maintain the physical appearance of school buildings, Paints murals for display as required.
- Removes graffiti from school property.
- Designs and produces signs as needed.
- Schedules and plans work functions; determines needed supplies, materials and equipment; coordinates work with other school personnel; coordinates site logistics.
- Researches materials and chemicals to remove graffiti.
- Recommends the purchase of supplies and equipment.
- Assists the Director of Facilities in the hiring and supervision of sub-contractors for related painting work.
- Constructs scaffolding to perform work on areas above ground level.
- May assist in snow removal operations.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions
High school diploma or equivalent with vocational/technical training in the trades and seven years of progressively responsible painting experience or any combination of education and experience that provides equivalent knowledge, skills and abilities. Ability to obtain a Commercial Drivers License (CDL-B).

Physical and Mental Abilities Required to Perform Essential Job Functions
Language Ability and Interpersonal Communication

- Requires the ability to process, calculate, compute, summarize, and/or tabulate data and/or information. Includes the ability to perform subsequent action in relation to these computational operations.
• Requires the ability to provide guidance, assistance and/or interpretation to others, such as co-workers and the public, on how to apply policies, procedures and standards to specific situations.

• Requires the ability to utilize a wide variety of reference and descriptive data and information such as regulations, blueprints, correspondence, request lists, maintenance plans, purchase memos, MDSD, professional journals, product brochures, and general operating manuals.

• Requires the ability to communicate orally and in writing with the Director of Facilities, administrators, principals, teachers, students and other maintenance personnel.

Mathematical Ability

• Requires the ability to perform addition, subtraction, multiplication and division.

Physical Requirements

• Requires the ability to operate, maneuver and/or provide simple but continuous adjustment on equipment, machinery and tools such as high pressure washers, airless sprayers, power lifts, ladders, scaffolding, painting, drafting and stenciling tools, and/or materials used in performing essential functions.

• Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as designing and producing signs.

• Tasks involve the ability to exert regular and sustained heavy physical effort with an emphasis on climbing and balancing which also involves stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds; and may occasionally involve objects and materials up to 100 pounds.

• Ability to recognize and identify harmonious or contrasting combinations, as well as recognize individual characteristics of colors, shapes, and textures associated with job-related objects, materials and ingredients.

Environmental Adaptability

• Ability to work under potentially dangerous and uncomfortable conditions where exposure to environmental factors such as strong odors, toxic agents, chemicals or dusts, can cause discomfort and where there is a risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The Chair calls on Councilman Gerald Daley for Item 10O.

Councilman Daley moves to approve Item 10O. Councilman Grady Faulkner seconds the motion.

There being no discussion, the Chair calls for the vote.

The Chair states that the motion to approve is approved unanimously by a vote of 11 ayes to 0 nays. The matter passes unanimously.

P. Approving, effective upon passage by the Common Council, the changes to the position Account Clerk II, AFSCME Local #466 Salary Grade 6, 40 hours ($17.71 - $26.20) located in the Finance Department and the incumbent be reclassified to Administrative Secretary III AFSCME Local #466 Salary Grade 8, 40 hours ($21.08 - $31.22), and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

APPROVED
RESOLUTION No: 60-19; K K: HR Fin Acct Clerk to Admin Sec RES 60-19 – 1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the position Account Clerk II, AFSCME Local #466 Salary Grade 6, 40 hours ($17.71 – $26.20) located in the Finance Department and the incumbent be reclassified to Administrative Secretary III AFSCME Local #466 Salary Grade 8, 40 hours ($21.08 – $31.22) and any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact: Fiscal impact for this position for the remainder of FY 2018-2019 is $3,109.60.

Fiscal Impact for FY 2019-2020 - $6,374.68
City of Middletown, Connecticut
Position Description

Title: Accounts Clerk II
Department: Varies
Date: December 2000
Grade 6

Purpose of Position
The purpose of this position is to perform bookkeeping/accounting functions in support of department operations.

Essential Duties and Responsibilities
The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Reviews purchase orders, invoices and related information for proper account coding, accuracy, vendor designation, correct prices, authorized signatures and other pertinent data; reviews and pays invoices.
- Prepares checks for payments.
- Prepares bank deposits or transfer of funds.
- Reconciles and balances accounts, funds and statements.
- Prepares a variety of financial statistical and narrative reports; prepares summaries.
- Posts journal entries; verifies postings; reconciles errors and re-enters information as needed.
- Maintains logs, files, spreadsheets and databases.
- Responds to inquiries from other departments, employees, vendors and the public.
- Performs data entry; enters data to accounting or other computer system; may enter payroll information.
- May prepare tax statements.
- May perform payroll and/or accounts payable/receivable functions.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions
High school diploma or equivalent with vocational/technical training in Accounting or a related field with one year of responsible accounting/bookkeeping experience or any combination of education and experience that provides equivalent knowledge, skills and abilities.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication
- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to provide guidance, assistance and/or interpretation to others, such as co-workers and the public, on how to apply policies, procedures and standards to specific situations.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as financial statements, technical operating manuals, invoices, journal entries, receipts, tax statements and forms, reports, records, vouchers, revenues, reference manuals, statutes, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with supervisor, all department staff, other City departments, vendors and the public.

Mathematical Ability
- Requires the ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.

Physical Requirements
- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines and/or related materials used in performing essential functions.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.
Environmental Adaptability

- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

City of Middletown, Connecticut

Position Description

Title: Administrative Secretary III
Department: Varies
Date: March 2001
Salary Grade: 8

Purpose of Position

The purpose of this position is to perform complex and confidential administrative and secretarial functions in support of the Department Head/Director.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Prepares, transcribes, types and prepares correspondence and documents from rough notes, dictation and transcription equipment; prepares and types a variety of reports, records, documents and correspondence. May compose correspondence and other materials.
- Assists in the preparation of the annual department budget; pays bills and monitors expenditures; prepares purchase orders, transfer of funds and additional appropriations. May assist in the preparation of the annual report.
- Researches a variety of issues for the Director and/or other department personnel.
- Schedules and coordinates meetings and events. Coordinates various office functions.
- Answers phones and provides assistance; responds to inquiries; takes and relays messages. Meets with employees and the public and provides information on department or City procedures; may contact other municipalities and outside agencies regarding department functions.
- Develops and maintains confidential/restricted files, records, logs and databases; creates new and purges old files; oversees the destruction of department files. May maintain and update manuals, handbooks or brochures. Performs data entry functions.
- Opens, date stamps, processes and distributes mail; prepares items for mail and prepares bulk mailings.
- Orders office supplies and maintains and monitors inventory; may take annual inventory. May coordinate maintenance and repair of office equipment.
- May process new employee forms, prepare packets; schedule physicals, notify supervisors of drug tests, etc for personnel purposes.
- May provide secretarial services to assigned boards or commissions.
- Observes strict confidentiality in maintaining restricted records and files.
- Assigns work to clerical staff.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with vocational/technical training in Secretarial Science or a related field with three years of related secretarial/administrative experience or any combination of education and experience that provides equivalent knowledge, skills and abilities.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as financial statements, technical operating manuals, mail, purchase orders, lists, documents, directories, ordinances, statutes, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with Supervisor and all department personnel, other City departments, vendors and the public.
Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.

Physical Requirements

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines and/or related materials used in performing essential functions.

- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.

- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and pulling of objects weighing five to ten pounds.

- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The Chair calls on Councilman Eugene Nocera for Item 10P.

Councilman Nocera moves to approve Item 10P. Councilman Gerald Daley seconds the motion.

There being no discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

Q. Approving, effective upon passage by the Common Council, the changes to the one of the positions of Carpenter, AFSCME Local #466 Salary Grade 9, 40 hours ($22.79 - $33.70) located at the Board of Education and the incumbent, John Post, be reclassified to the newly created position of Lead Carpenter AFSCME Local #466 Salary Grade 10, 40 hours ($24.49 - $36.23); and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED

RESOLUTION No: 61-19; K: review/ resolution/ HR Lead Carpenter BOE RES 61-19 – 1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the one of the positions of Carpenter, AFSCME Local #466 Salary Grade 9, 40 hours ($22.79 – $33.70) located at the Board of Education and the incumbent, John Post, be reclassified to the newly created position of Lead Carpenter AFSCME Local #466 Salary Grade 10, 40 hours ($24.49 – $36.23) and any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact: Fiscal impact for this position for the remainder of FY 2018-2019 is $2,579.20.
Fiscal Impact for FY 2019-2020 - $5,287.36

City of Middletown, Connecticut
Position Description

Title: Lead Carpenter

Department: Board of Education

Date: March 2012

Grade 10

Purpose of Position
The purpose of this position is to perform skilled carpentry work in the maintenance, repairs, construction and renovation of school buildings and perform skilled locksmith maintenance, repair and installations inclusive of restricted key access hardware and electronic access security systems. The work is performed under the direction of the Director of Facilities.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Acts a Lead worker and trains new carpentry staff in the performance of their job functions.
- Performs skilled carpentry work including rough and finish carpentry; builds, repairs, installs doors, bookshelves, school furniture, and cabinets. Builds, constructs, installs and repairs structure and fixtures of wood, plywood, and drywall; ensures compliance with building codes.  May perform masonry work as required.
- Installs, maintains and repairs interior and exterior lock sets, restricted key access hardware, and electronic access security systems. Maintains key inventories and key control systems for school district; makes keys and programs key fobs, swipe cards, etc. via computer software.
- Uses computer to correspond via email, utilize work order system, access Web for ordering and research, and perform key control responsibilities.
- Applies shock-absorbing, sound-deadening and decorative paneling to ceilings and walls; fits and installs prefabricated window frames, doors, doorframes, weather stripping, interior and exterior trim and finish hardware. May perform roofing work as required.
- Erects scaffolding and ladders for assembling structures above ground level; uses high lifts as required.
- Performs general maintenance work as assigned.
- Prepares cost and time estimates.
- Assists the Director of Facilities in planning minor renovations, allocating quotations, scheduling and coordinating work and inspecting completed work.
- Coordinates carpentry work with architects during major project-planning stages; assists in estimating costs and time for major renovation projects.
- Responds to after hour school emergencies including weekends and holidays.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions

Completion of a Vocational Technical School program in the Carpentry trade or the completion of an approved apprenticeship program in the trade with five years of journeyman level experience which includes two year minimum locksmith technical training, inclusive of restricted key access hardware, including one year minimum training in electronic access security systems or related field, required. or any combination of education and experience that provides equivalent knowledge, skills and abilities. Knowledge of IT systems and networks, and administrator skills for card access entry systems preferred. A valid Connecticut Driver’s license required within 60 days of appointment. Position requires the ability to obtain an Aerial Lift Truck. Basic computer proficiency required and should be noted at time of application.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform mid level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and or/guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.
- Requires the ability to utilize a wide variety of reference, descriptive and/or advisory data and information such as work orders, MSDS, blueprints, contractor quotations, estimates, drawings, reports, codes, specifications, maintenance manuals, asbestos records, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with the Director of Facilities, central school district administration, principals, school staff, other tradesmen, contractors, vendors and the public.

Mathematical Ability
• Requires the ability to perform addition, subtraction, multiplication and division; calculate percentages and decimals; may require the ability to perform mathematical operations with fractions, algebra, geometry and trigonometry.

Physical Requirements

• Requires the ability to operate equipment and machinery such as wood working machines, metal shop machines, hand and power tools, instruments, heavy trucks, and aerial lifts, requiring monitoring multiple conditions and making multiple, complex and rapid adjustments. Ability to repair complex equipment and machinery.
• Requires the ability to coordinate eyes, hands, feet and limbs in performing coordinated movements such as skilled carpentry work.
• Tasks involve the regular and sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds.
• Requires the ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

• Ability to work under potentially dangerous and uncomfortable conditions where exposure to environmental factors such as temperature and noise extremes, dusts or machinery can cause discomfort and where there is a risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Status: APPROVED
by Common Council, City of Middletown
at its meeting held on: APRIL 2, 2012

The Chair calls on Councilman Grady Faulkner, Jr. for Item 10Q.

Councilman Faulkner moves to approve Item 10Q. Councilman Gerald Daley seconds the motion.

There being no discussion, the Chair calls for the vote.

The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

R. Approving, effective upon passage by the Common Council, the changes to the one of the positions of Utility Worker IV AFSCME Local #466 Salary Grade 8, 40 hours ($21.08 - $31.22) located in the Water & Sewer Department and the incumbent, Richard Miano, be reclassified to the newly created position of Chief Pump Station Technician AFSCME Local #466 Salary Grade 9, 40 hours ($22.79 - $33.70); and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED


Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the one of the positions of Utility Worker IV AFSCME Local #466 Salary Grade 8, 40 hours ($21.08 – $31.22) located in the Water & Sewer Department and the incumbent, Richard Miano, be reclassified to the newly created position of Chief Pump Station Technician AFSCME Local #466 Salary Grade 9, 40 hours ($22.79 – $33.70) and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact: Fiscal impact for this position for the remainder of FY 2018-2019 is $3,044.18. This figure includes overtime.

Fiscal Impact for FY 2019-2020 - $5,287.36

City of Middletown, Connecticut

Position Description
Title: Chief Pump Station Technician  
Department: Water & Sewer  
Date: June 2019  
Salary Grade 9  
Local 466

PURPOSE OF POSITION
The purpose of this position is to operate, maintain, and repair water and sewer pump stations; maintain related records; and leads and coordinates activities associated with the operation, maintenance and repair of the water & sewer system. The work is performed under the direction of the Field Maintenance Manager, the Assistant Field Maintenance Manager, or designee.

ESSENTIAL DUTIES AND RESPONSIBILITIES
The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Trains and supervises semi-skilled employees, maintains records, and prepares reports. Leads and coordinates activities of workers engaged in installing, maintaining and repairing water and sewer system mains, appurtenances, facilities and equipment. Operates various types of construction equipment
- Researches maps to locate gate valves; locates valves; coordinates the vacuuming out of dirt and rocks from valve boxes; opens and closes gate valves. Coordinates vendor and subcontractor activities for the operations and maintenance of appurtenances and facilities.
- Schedules appointments with vendors/sub-contractors with regard to the maintenance and operation of water and waste water facilities.
- Investigates and responds to complaints from customers for sewer backups and low water pressure complaints; inspects and reports cross connection violations. Investigates possible service breaks.
- Installs and removes hydrant meters; reads hydrant meters; checks static pressure on hydrants.
- Plans, coordinates and supervises the work of employees in the operation, maintenance, and repair of water and sewer pump stations.
- Provides assistance to customers checking for internal plumbing leaks and sewer backups.
- Performs the functions of subordinate Utility Workers, as assigned or required.
- Following standard procedures, organizes work assignments, determines needed workers, equipment and materials for implementation, repair and maintenance work.
- Assigns workers to equipment operation and manual labor; reviews work in progress and reassignments workers as needed.
- Operates all Water & Sewer Division heavy and light equipment.
- Examines water hydrants, evaluates system trouble spots, and reviews new installation.
- Performs manual labor in replacing or repairing of pipes or maintaining facilities.
- Maintains field log books and data acquisition systems for water and sewer pump stations, distribution systems and collection systems.
- May inspect installation work performed by private contractors to assure conformity with City requirements.
- May shut off and turn on water service at street line gate as required.
- Maintains availability to respond to emergency situations on a rotating, on-call basis; or as determined by the Director or designee.

MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS
High school diploma or equivalent with two years experience in the operation and maintenance of water & sewer utility; or any combination of education and experience that provides equivalent knowledge, skills and abilities. Possession of a Backflow Preventer Device Tester and Cross Connection Survey Inspector Certifications, or the ability to obtain within one year of appointment. Must have a Class II Water Distribution System Operator License or the ability to obtain within two years which may be extended by the City up to one additional year; and a valid Class A Commercial Driver’s License (CDL) with tank endorsement (N).

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnose. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.
- Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as meter readings, work orders, meter test reports, street maps, service cards, handbooks, procedures, guidelines and non-routine correspondence.
- Requires the ability to communicate orally and in writing with all department personnel, other City departments, homeowners, plumbers, vendors, customers and the public.

Mathematical Ability

- Requires the ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.
Physical Requirements

- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as a computer and other office machines, water meters, vacuums, dump truck, backhoe, pumps, valves, hand and power tools and/or related materials used in performing essential functions.

- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as operating and repairing equipment.

- Tasks involve the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds.

- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability

- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses a very limited risk of injury.

The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Status:
By Common Council, City of Middletown
At its meeting held on:

The Chair calls on Councilman Gerald Daley for Item 10R.

Councilman Daley moves to approve Item 10R. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

S. Approving, effective upon passage by the Common Council, the changes to the Truck Driver job description to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 6, 40 hours ($17.71 - $26.20) to AFSCME Local #466 Salary Grade 7, 40 hours ($19.42 - $28.73); and that any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019.

APPROVED
RESOLUTION No: 63-19; K: review/ resolution/ HR Truck Driver RES 63-19—1 July 2019

Whereas, the City of Middletown and Local #466, AFSCME Council #4 have an agreement to implement a Labor Management Committee that shall meet as necessary but at least annually to discuss changes in job descriptions and salary assignments for bargaining unit members; and

Whereas, the following represents the recommendations of the Labor Management Committee and the Committee respectfully requests the approval from Common Council;

Now, Therefore, Be it resolved by the Common Council of the City of Middletown: that effective upon passage by the Common Council the following changes to the Truck Driver job description are approved to reflect the updated duties with a recommended salary upgrade from AFSCME Local #466 Salary Grade 6, 40 hours ($17.71 – $26.20) to AFSCME Local #466 Salary Grade 7, 40 hours ($19.42 – $28.73) and any changes to salary shall be made retro-active to January 1, 2019 to June 30, 2019:

Fiscal Impact:

Fiscal impact for this position for the remainder of FY 2018-2019 is $57,852.15. This amount is representative of the fiscal impact for the current 19 employees who hold this position and includes overtime.

Fiscal Impact for FY 2019-2020 - $101,035.48

City of Middletown, Connecticut
Position Description

Title: Truck Driver
Department: Public Works
Date: March 2001, Grade 7b
June 2019
Purpose of Position
The purpose of this position is to drive trucks and other equipment for a variety of department projects including snow and ice control, construction, repair and maintenance of roads, bridges and facilities and sanitation collection. The work is performed under the direction of the Superintendent of Streets and Sanitation or designee.

Essential Duties and Responsibilities
The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Prepares trucks and auxiliary equipment daily; sets up snow plows, sanders, salt spreaders and screeners; services and performs routine maintenance work on trucks and other equipment; changes oil and filters and greases components; monitors performance and reports malfunctions to supervisor.
- Operates dump trucks and a variety of other trucks and equipment to haul and remove materials, plow and sand roads, mow roadides, fields and grounds, clean storm drains and to repair or clear roads; operates curve machines.
- Operates jack-hammer, chain saws and other hand tools in maintenance work including cleaning catch basins and culverts, clearing roadides, etc.; assists in the repair and construction of catch basins.
- Repairs and installs fences, street signs, guard rails and roadside equipment.
- Drives assigned route and assists in daily sanitation collection.
- Operates sanitation truck side-arm and front end loader.
- Performs manual labor as required.
- Picks up and delivers materials to and from job sites; transports hot patching materials, wood chips, sand, etc.
- Performs other related functions as assigned or required.

Minimum Training and Experience Required to Perform Essential Job Functions
High school diploma or equivalent with three years of related experience or any combination of education and experience that provides equivalent knowledge, skills and abilities. Position requires a Class B Commercial Driver’s License, and the ability to obtain confined space certification.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication
- Requires the ability to compile, assemble, copy, record and/or transcribe data and information according to a prescribed scheme or plan.
- Requires the ability to provide guidance, assistance and/or interpretation to others, such as co-workers and the public, on how to apply policies, procedures and standards to specific situations.
- Requires the ability to utilize a wide variety of reference and descriptive data and information such as regulations, street listings, vehicle maintenance reports, operating manuals, blueprints, correspondence and general operating manuals.
- Requires the ability to communicate orally and in writing with the Superintendent and all department personnel, other City departments and the public.

Mathematical Ability
- Requires the ability to perform addition, subtraction, multiplication and division.

Physical Requirements
- Requires the ability to operate, calibrate, tune and synchronize, and perform complex rapid adjustment on equipment, machinery and tools such as trucks and light equipment, mowers, plows, power and hand tools, and/or related materials used in performing essential functions.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as driving trucks.
- Tasks involve the regular and sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, and lifting, carrying, pushing, and pulling moderately heavy objects and materials, twenty to fifty pounds.
- Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

Environmental Adaptability
- Ability to work under potentially dangerous and uncomfortable conditions where exposure to environmental factors such as temperature and noise extremes, smoke, dusts, traffic hazards or machinery may cause discomfort and where there is a risk of injury.
The City of Middletown is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

The Chair calls on Councilman Eugene Nocera for Item 10S.

Councilman Nocera moves to approve Item 10S. Councilman Sebastian Giuliano seconds the motion.

The Chair calls on Councilman Gerald Daley.

Councilman Daley states that he supports this resolution reclassifying the truck driver position, noting that it went thru the system, thru the Labor-Management Committee, the Maximus evaluation process and came out with the resulting upgrade from Grade 6 to Grade 7. He notes that it just came to his attention that the position of truck driver is part of a career ladder within the Public Works Department. The next step up is Light Equipment Operator, which is currently Grade 7. He notes that this will present a challenge for the City down the road. The City will have to consider the proper pay classification for Light Equipment Operator, Heavy Equipment Operator, and so forth all the way up that career ladder. He notes that the Council needs to be aware of this.

The Chair replies that the City runs into this situation from time to time, noting that the City has a similar situation with another bargaining unit and is working to try to resolve it. They are running into intransigence with leadership. It will certainly be something that they will be glad to negotiate.

Councilman Daley notes that this is the upgrade that the process yielded for them, but it does open up other questions as far as jobs that are farther up the career ladder. He states that he will still vote “yes” for this resolution.

There being no further discussion, the Chair calls for the vote. The Chair states that the motion to approve is approved unanimously by a vote of 11 aye to 0 nay. The matter passes unanimously.

7. Appropriation Requests (Continued)

   A. Fire Department: $60,000 – Acct. No: Various (51110, 51340, & 51971); appropriation to cover remainder of fiscal year 2018-2019 salary, overtime, and fill-ins

APPROVED

Councilman Robert Santangelo reads the appropriation request and moves for approval. Councilman Gerald Daley seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is unanimously approved.
B. Tax Collector: $8,500 - Acct. No. 1000-03000-52175-0033; appropriation to cover additional refunds requested by taxpayers, who had corrections processed

APPROVED

Councilman W. Vance Cotten reads the appropriation request and moves for approval. Councilwoman Mary Bartolotta seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is unanimously approved.
C. Russell Library: $15,909 – Acct. No. 1000-07000-53380; appropriation for emergency repair to HVAC system

DENIED

Councilman Gerald Daley reads the appropriation request and moves for approval. Councilman Eugene Nocera seconds the motion.

The Chair calls on Councilman Gerald Daley.

Councilman Daley states that it was brought to their attention at the Finance & Government Operations Committee meeting last week and there was discussion. While the Council understands that the maintenance line for Russell Library, which starts today (July 1st) would not have enough funds to support this extra appropriation and all other contractually obligated expenditures that are planned during the fiscal year, the Finance & Government Operations Committee and Director Carl Erlacher recommended to the Library Assistant Director that she process a requisition to implement these repairs thru her regular budget, which takes effect today, rather than thru this extra appropriation. He explains that the delay required by the time an appropriation would be advertised would delay repairs for a number of weeks. It is more efficient to get this repair, which involves the HVAC system, done as soon as possible. The Assistant Director of the Library will pursue that course, if she has not already. The Finance & Government Operation Committee recommends a "no" vote on this request with the understanding that it is likely that the library will come bask in the near
future with an appropriation request to replenish their maintenance line. He urges his colleagues to vote “no” on this item.

There being no discussion, the Chair calls for the vote. The Chair states that the matter is defeated unanimously by a vote of 0 aye to 11 nay. The motion fails.

---

**CITY OF MIDDLETOWN**

**MUNICIPAL BUILDING**

MIDDLETOWN, CONNECTICUT 06457

**REQUEST FOR ADDITIONAL APPROPRIATION**

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<th>Appropriation Number:</th>
<th>Date of Request: 6/19/2019</th>
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<tr>
<td>Date Advertised before Meeting: 6/26/2019</td>
<td>Date Advertised after Meeting: 7/5/2019</td>
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**Reason for Request:** The Russell Library is seeking emergency funding to repair our HVAC system by purchasing and replacing three chiller contactors and auxiliaries. Our 27-year-old chiller has malfunctioned twice so far in June due to “worm and deteriorating” contactors. Debris from the crumbling contactors is collecting in the auxiliary switches and causing them to fail as well. If this repair is not made soon, our air conditioning system faces imminent shutdown, likely in the peak of summer when the Library serves as a de facto cooling center.

---

D. Water Department: $250,000 – Acct. No. 5010-6000-79788-x-x-2019; appropriation to repair JS Roth Water Treatment Plant roof
APPROVED, AS AMENDED

Councilman Eugene Nocera moves to approve the appropriation. Councilman Gerald Daley seconds the motion.

The Chair calls on Councilman Sebastian Giuliano.

Councilman Giuliano offers an amendment, deleting the words “Water Depreciation” so that it reads “transferring funds from the fund balance to the newly created water depreciation line.” He notes that he does not believe that there is a water depreciation fund.

(Unidentified Speaker/ Inaudible)

Councilman Giuliano reiterates that it just removes the word “depreciation.” Councilman Daley remarks that they want to be sure that it is not the General Fund.

Councilman Eugene Nocera seconds Councilman Giuliano’s motion to amend.

There being no further discussion, the Chair calls for the vote. The Chair states that the motion to amend passes unanimously by a vote of 11 aye to 0 nay. The motion is unanimously approved.

The Chair notes that, with the passage of the amendment, the appropriation now reads “transferring funds from the water fund balance to the newly created water depreciation line.” There being no further discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The matter is unanimously approved.
CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR ADDITIONAL APPROPRIATION

Appropriation Number: 0  Date of Request: 5/29/2019

Amount Requested: $250,000.00

Fund: Water CNR Fund Balance

Code: 5010-60000-79788-x-x-2019

Budget Item: JS Roth Roof Replacement

Department: Water

Date Advertised before Meeting: 6/25/2019  Date Advertised after Meeting: 7/5/2019

Reason for Request: Repair to JS Roth Water Treatment Plant roof in the amount of $250,000.00. Request funds be transferred from the Water Fund Balance and transferred to the newly created Water Depreciation line named JS rooth roof replacement.

Signature:  

Requested by: Joe Fazzino, Director

Status: Passed & Amended

Status Date: 7/1/2019

8. Department, Committee, Commission Reports and Grant Confirmation Approval
Councilwoman Mary Bartolotta moves to approve all Department, Committee, and Commission reports and all Grants when properly approved. Councilman Robert Blanchard seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 aye to 0 nay. The motion is approved.

A. City Clerk’s Certificate
APPROVED

City & Town Clerk’s Office
245 deKoven Drive
Middletown, CT 06457

Certification

I, Ashley A. Flynn, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on June 3, 2019 at 7:00 p.m. and the special meeting on June 3, 2019 at 6:00 p.m., have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 19th day of June 2019

Attest:
Ashley A. Flynn
City & Town Clerk

Phone (860) 638-4910  Fax (860) 638-1910  TDD (860) 638-4812

B. Monthly Reports -- Finance Department: Transfer Report to June 24, 2019
APPROVED
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<td>General Specialized Equipment</td>
<td>100</td>
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<tr>
<td>06/16/19</td>
<td>Recreation</td>
<td>88C5</td>
<td>Miscellaneous Supplies</td>
<td>100</td>
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<td>88C5</td>
<td>General Maintenance</td>
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<tr>
<td>06/16/19</td>
<td>Senior</td>
<td>88C5</td>
<td>Contractual Services</td>
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<td>88C5</td>
<td>General Administrative</td>
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<tr>
<td>06/17/19</td>
<td>Library</td>
<td>88C5</td>
<td>Miscellaneous Supplies</td>
<td>100</td>
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<tr>
<td>06/17/19</td>
<td>Parks</td>
<td>88C5</td>
<td>General Specialized Equipment</td>
<td>100</td>
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<td></td>
<td></td>
<td>88C5</td>
<td>Vehicle Services</td>
<td>100</td>
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<td></td>
<td>88C5</td>
<td>Contractual Services</td>
<td>1,000</td>
<td></td>
</tr>
</tbody>
</table>
## C. Grant Confirmation & Approval - Board of Education - miscellaneous grants: ($252,160.56) APPROVED

<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Grant Description</th>
<th>Contractual Services</th>
<th>Miscellaneous Overtime</th>
<th>Telephone</th>
<th>General Administrative Services, PT Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/19</td>
<td>PW/Traffic</td>
<td>Traffic Sign Supplies &amp; Equipment</td>
<td>100-2000-200-0950-0231</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Highway</td>
<td>Miscellaneous Overtime</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Signage</td>
<td>General Vehicle Services</td>
<td>100-2000-200-0950-0225</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Signage</td>
<td>Oil Lubricants &amp; Fluids</td>
<td>100-2000-200-0950-0225</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Highway</td>
<td>General Vehicle Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Highway</td>
<td>General Specialized Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Highway</td>
<td>Trees</td>
<td>100-2000-200-0950-0225</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>Police</td>
<td>Miscellaneous Overtime</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>Police</td>
<td>Contractual Services</td>
<td>100-2000-200-0950-0225</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>Police</td>
<td>Telephone</td>
<td>100-1000-5411-0180</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Asst.</td>
<td>General Administrative Services</td>
<td>100-2000-200-0950-0225</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/19</td>
<td>PW/Asst.</td>
<td>Salaries, Wages, PT Permits</td>
<td>100-2000-200-0950-0225</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total: $252,160.56**
D. Grant Confirmation & Approval -- Health Department: $14,700 – grant from Capitol Region Council of Governments to support Medical Reserve Corps operations, including advertising, medical materials, office materials, and operations

APPROVED
<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>432</th>
<th>Date of Request:</th>
<th>6/18/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Grant:</td>
<td>CRCOG</td>
<td>Code:</td>
<td>3230-31000-59200-x-04187-2020-x</td>
</tr>
<tr>
<td>Amount Requested:</td>
<td>$14,700.00</td>
<td>Rev Code:</td>
<td>3230-31000-43242-x-04187-2020-x</td>
</tr>
<tr>
<td>Grant Period: From:</td>
<td>7/1/2019</td>
<td>To:</td>
<td>6/30/2020</td>
</tr>
<tr>
<td>Type of Grant:</td>
<td>State</td>
<td>Amount Loaned from General Fund:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Department Administering Grant:</td>
<td>Health</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

**Description of services to be provided by this Grant:**
Capitol Region Council of Governments - funds to support Medical Reserve Corp operations including advertising, medical materials, office materials, and operations

**Signature:**

**Requested by:** Joseph Havloek, MD

**Status:** Passed

**Status Date:** 7/1/2019

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E. Grant Confirmation & Approval – Mayor’s Office/Superintendent of Schools: $2,250,800 – School Readiness Program

APPROVED
CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

<table>
<thead>
<tr>
<th>Grant Number:</th>
<th>433</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Request:</td>
<td>8/19/2019</td>
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<tr>
<td>Name of Grant:</td>
<td>School Readiness</td>
</tr>
<tr>
<td>Amount Requested:</td>
<td>$2,250,800.00</td>
</tr>
<tr>
<td>Code:</td>
<td>3730-33000-56200-0000-03740-x-2020</td>
</tr>
<tr>
<td>Grant Period: From:</td>
<td>7/1/2019</td>
</tr>
<tr>
<td>To:</td>
<td>9/30/2020</td>
</tr>
<tr>
<td>Rev Code:</td>
<td>3730-33000-43242-x-03740-x-2020</td>
</tr>
<tr>
<td>Type of Grant:</td>
<td>State</td>
</tr>
<tr>
<td>Amount Loaned from General Fund:</td>
<td>$2,250,800.00</td>
</tr>
</tbody>
</table>

Department Administering Grant: Mayor's Office/Superintendent of Schools

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and sold funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:
The City is in possession of a State Grant award letter for the total amount of $2,250,800 for the School Readiness program. The funds requested from this grant will continue to be used to 1) maintain and/or increase the number of accredited or approved slots which will improve access to high quality preschool; 2) provide the opportunity for more students to receive full day, full year child care services to meet family needs and to enable parents to maintain employment; 3) establish shared services to early care and education programs among the state, its various agencies, the community and families.

Signature: ________________________________
Requested by: Mayor Daniel T. Drew
Status: Passed
Status Date: 7/1/2019

F. Grant Confirmation & Approval - Board of Education - miscellaneous grants: $1,304,263.27
APPROVED
9. Payment of all City bills when properly approved

Councilman Sebastian Giuliano moves to pay all bills when properly approved. Councilwoman Mary Bartolotta seconds the motion. There being no discussion, the Chair calls for the vote. The Chair states that the matter passes unanimously by a vote of 11 to 0. The motion is approved.

10. Resolutions, Ordinances, etc.

A. Approving that Butternut Park East Parcel be named to honor Richard Jukonski, Jr.

APPROVED

RESOLUTION No: 45-19; K: review/resolution/ PW Jukonski naming RES 45-19 – 1 July 2019

WHEREAS, the Public Works & Facilities Commission, voted 3-0 at its meeting held on May 8, 2019 to accept the following name to be accepted as the name for the Butternut Park East Parcel.

Richard Jukonski Jr.
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That in accordance with the Middletown Code of Ordinance, this name is hereby approved and accepted.

Fiscal Impact: There is no impact as all fees will be paid.

The Chair calls on Councilman Eugene Nocera.

Councilman Eugene Nocera moves to approve the proposed resolution. Councilman Gerald Daley seconds the motion.

There being no discussion, the Chair calls for the vote, The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The motion is approved.

B. Approving that, per the request of the Recreation and Community Services Department, the $40,000 Youth Grant (FY 19/20) is allocated as follows: Ahern Whalen $4,400; Middletown Youth Soccer, Inc. $6,000; Middletown Youth Lacrosse $7,200; Middletown Jr. Dragons $9,000; Prof. Galitto Girls Basketball $2,000; Prof. Galitto Boys Basketball $3,200; Little League $8,200

APPROVED

RESOLUTION No: 46-19; K: review/ resolution/ REC Youth Sports Grant RES 46-19 – 1 July 2019

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:
That Recreation and Community Services Department requests that the $40,000 Youth Grant (FY 19/20) is allocated as follows.

<table>
<thead>
<tr>
<th>Agencies</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ahern Whalen</td>
<td>$4,400</td>
</tr>
<tr>
<td>Middletown Youth Soccer, Inc.</td>
<td>$6,000</td>
</tr>
<tr>
<td>Middletown Youth Lacrosse</td>
<td>$7,200</td>
</tr>
<tr>
<td>Middletown Jr. Dragons</td>
<td>$9,000</td>
</tr>
<tr>
<td>Prof. Galitto Girls Basketball</td>
<td>$2,000</td>
</tr>
<tr>
<td>Prof. Galitto Boys Basketball</td>
<td>$3,200</td>
</tr>
<tr>
<td>Little League</td>
<td>$8,200</td>
</tr>
</tbody>
</table>

Fiscal Impact: No impact on FY 19/20 budget, the grants are fully funded.

The Chair calls on Councilwoman Mary Bartolotta.

Councilwoman Mary Bartolotta moves to approve the proposed resolution. Councilman Robert Blanchard seconds the motion.

There being no discussion, the Chair calls for the vote, The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.

C. Approving that, per the request of the Water Pollution Control Authority, a Loan of $500,000 from the Water Fund Balance to the Sewer Fund Balance; and that the Water Pollution Control Authority agrees that the Water Fund Loan shall be repaid within one year, but not later than June 30, 2020.

APPROVED

RESOLUTION No: 47-19; K: review / resolution/ W&S transfer Water Fund to Sewer Fund RES 47-19 – 1 July 2019

BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF MIDDLETOWN THAT:

The Water Pollution Control Authority recommends to the Common Council a Loan of $500,000 from the Water Fund Balance to the Sewer Fund Balance.

BE IT FURTHER RESOLVED THAT: The Water Pollution Control Authority hereby agrees that the Water Fund Loan shall be repaid within one year but not later than June 30, 2020.

Fiscal Impact: No Fiscal Impact

The Chair calls on Councilman Eugene Nocera.

Councilman Eugene Nocera moves to approve the proposed resolution. Councilwoman Deborah Kleckowski seconds the motion.

There being no discussion, the Chair calls for the vote, The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.
D. Approving that the Mayor be authorized to sign and submit a LOCIP (Local Capital Projects Improvement Program) application to the State of Connecticut for a grant in the amount of $38,900.00 to replace the Boiler and Ductless Split at the City of Middletown’s Office of Emergency Management at the Mile Lane; and that a new line item be created in the Capital Improvement Plan entitled OEM Mile Lane Boiler-Ductless Split Replacement in the amount of $38,900.00.

APPROVED

RESOLUTION No: 48-19; K: review / resolution, OEM LOCIP grant Mile Lane RES 48-19 – 1 July 2019

Whereas, it is necessary for the City of Middletown Office of Emergency Management at the Mile Lane location is in need of replacing both a Boiler and Ductless Split as the current Boiler and Ductless Split have reached their full shelf life, functionality and are beyond repair with complete deterioration, and

Whereas, the Office of Emergency Management serves the citizens of Middletown through effective planning for natural and man-made disasters. This is accomplished through coordination, planning, training and exercising, for “all hazards” through all four phases of emergency management - preparedness, response, recovery and mitigation, and

Whereas, it is necessary to replace the existing Ductless Split located in the Computer Server Room at the Office of Emergency Management which houses the City of Middletown redundant phone and computer systems. The current Ductless Split is no longer repairable due to its age and lack of availability of parts along with the high heat generated within the room, and

Whereas, it is necessary to replace two (2) boilers that were installed at the Office of Emergency Management, circa 1982, over 37 years ago, well past their shelf-life. Currently, the entire building is support by a single boiler with one of the existing boilers being no longer operable. Replacement of the boilers will assure not only a fully functional redundant system, but a much more energy efficient one as well, and

Whereas, these needs meet the guidelines for projects eligible for Local Capital Projects Improvement Program funds, costing $38,900.00 in the following detail:

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ductless Split Replacement</td>
<td>Furnishing and installation of a new Mitsubishi 112mbh ductless split AC Unit for the Server room. It includes removal, disposal of existing AC equipment, running new refrigerant lines and starting-up and checking-out the new equipment.</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>Boiler Replacement</td>
<td>Furnishing and installation two (2) new Lochinvar RHB285 high efficiency propane fired boilers. It includes removal and disposal of existing boilers, reconnecting supply/return/gas/flue piping; and starting-up and checking-out the new equipment.</td>
<td>$5,900.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL COST</strong></td>
<td><strong>$38,900.00</strong></td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Mayor Daniel T. Drew be authorized to sign and submit an application to the State of Connecticut for a grant in the amount of $38,900.00 in Local Capital Projects Improvement Program funds, for the cost of the work; and

BE IT FURTHER RESOLVED: That a new line item be created in the Capital Improvement Plan entitled OEM Mile Lane Boiler-Ductless Split Replacement in the amount of $38,900.00.

FISCAL IMPACT

Funds for these needs are available through the Local Capital Projects Improvement Program (LoCIP).

The Chair calls on Councilman Robert Santangelo.

Councilman Robert Santangelo moves to approve the proposed resolution. Councilman Sebastian Giuliano seconds the motion.

There being no discussion, the Chair calls for the vote. The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.
E. Approving the Bulky Waste Fund budget for the Fiscal Year 19-20

APPROVED
RESOLUTION No: 49-19; K: review / resolution/ PW bulky waste budget FY19-20 RES 49-19 – 1 July 2019

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the Bulky Waste Fund budget for the Fiscal Year 19-20 be approved as follows:

Expenditures

- Repairs/Maintenance to Vehicles: $22,000
- Motor Vehicle Parts/Supplies: $22,000
- Bank Service Fees: $11,900
- Waste Removal: $383,100
- Oil Recycling: $1,900
- Mattress Recycling: $5,000
- Tire Recycling: $6,000
- Waste Equipment Supplies: $20,000
- Site Improvements: $32,100
- Truck Rental/Lease: $4,000

Total Expenditures: $508,000

Revenues

- Scale Receipts: $415,000
- Paper Recycling: $1,100
- Scrap Metal Recycling: $37,000
- Gift Cards Receipts: $1,400
- Roadside Bulky Waste Revenue: $20,000
- Interest Earned: $3,500
- Transfer from General Fund: $30,000

Total Revenues: $508,000

Financial Impact: This budget sets up the projected expenses/revenue for the Bulky Waste Fund.

The Chair calls on Councilman Carl Chisem.

Councilman Carl Chisem moves to approve the proposed resolution. Councilman Gerald Daley seconds the motion.

He Chair calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner asks what the category “Bank Service Fees” involves, specifically asking if it is for credit card services.

The Chair replies, “Yes,” he believes it is.

There being no further discussion, the Chair calls for the vote. The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.

F. Approving that, per the recommendation of the Recreation and Community Services Commission, active members of the military and veterans, who are Middletown residents, can receive a free family membership to the synthetic skating rink, receive a free family membership to Veteran’s Memorial Pool; and attend specified Recreation Programs at no charge including those that are currently free to senior members of our community which currently include, but may be modified, Lap Swimming, Water Fitness, Adult Exercise and Circuit Training.

APPROVED
RESOLUTION No: 50-19; K: review / resolution/ REC Vets Policy RES 50-19 – 1 July 2019

WHEREAS, the Recreation and Community Services Commission is responsible for recommending rates for recreational use; and

WHEREAS, the Recreation and Community Services Commission wants to recognize service members of the military and veterans.
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Active members of the military and veterans, who are Middletown residents, can:

- Receive a free family membership to the synthetic skating rink
- Receive a free family membership to Veteran’s Memorial Pool
- Attend specified Recreation Programs at no charge including those that are currently free to senior members of our community which currently include, but may be modified, Lap Swimming, Water Fitness, Adult Exercise and Circuit Training.

Financial Impact: No additional cost to the department as these programs already exist.

The Chair calls on Councilman Robert Blanchard.

Councilman Robert Blanchard moves to approve the proposed resolution. Councilman Sebastian Giuliano seconds the motion.

The Chair calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner states that he spoke with Director Cathy Lechowicz and asked her to look at this going forward, adding that it is interesting that there is no financial impact. He states that they should at least calculate what costs for people to go, to use these services so we know its value and let people in the community know what we are doing.

The Chair calls on Councilman Robert Santangelo.

Councilman Santangelo states that, as a veteran, this resolution is showing active military respect. We see it a lot everywhere that veterans are allowed to attend events. There is a group that meets 3rd Wednesday of every month to participate in activities from about 60 groups, activities for veterans. There are things from working with horses to operating heavy equipment. There are rowing and kayaking program for veterans, activities with a therapeutic side like using a pool. It is encouraging to allow veterans to use these facilities. For seniors, it is great that the City allows them to use these facilities. Middletown is blessed to have so many activities at so many different levels. We continue with these traditions in Middletown having actives to encourage participation. This takes Middletown one step further. Je encourages hi colleagues to move this forward, reminding them it is wonderful.

The Chair calls on Councilman Gerald Daley.

Councilman Daley states that, at the Finance & Government Operations Committee meeting, he asked the Recreation Director Cathy Lechowicz about this resolution, similar to the concerns raised by Councilman Faulkner. The resolution states that there is no additional cost to the department because these programs exist. While he understands that there is no additional cost incurred by the City, at the same time, his question to the Director was revenue impact; namely, how much revenue is lost by granting these free memberships. The Director’s response was that there may be, but it is minimal. If this encourages greater use by veterans, who will benefit, and if it strengthens programs, it is worthwhile. It is hard to predict because there may be veterans, who are currently not participating, but who will participate with free membership. It is hard to predict going forward, so, down the road, we need to look at how much participation grows. He supports doing this to encourage greater use by veterans. He will be voting ‘yes.’

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera recounts an experience this winter when visiting the City’s synthetic ice facility. He happened to overhear a veteran ask the staff if there was any discount or waived fee for veterans. The polite answer was that there was no reduced fee. It has been said several times: it is something that many other communities offer as symbolic respect for veterans. It increases use of our programs with minimal revenue impact. He fully supports this resolution.

The Chair calls on Councilwoman Mary Bartolotta.

Councilwoman Bartolotta states that, as a member of the Recreation & Community Services Commission, the financial impact to the City is minimal, but the financial impact to veterans and their families is significant, especially when they have a tight budget. If this grows in the future, the City can proceed without worrying that this creates any burden. This is a wonderful program to offer veterans to say that we are here for you; we support your; we honor you and your service as well as your family by ensuring that you can participate. She encourages all of her colleagues to vote ‘yes.’
There being no further discussion, the Chair calls for the vote. The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.

G. Approving that, per the request of the Health Department, the $78,750 Public Health Block Grant (FY 19/20) be allocated as follows:

APPROVED

RESOLUTION No: 51-19; K: review / resolution/ HEALTH block grant FY19-20 RES 51-19 – 1 July 2019

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Health Department requests that the $78,750 Public Health Block Grant (FY 19/20) be allocated as follows:

<table>
<thead>
<tr>
<th>Agencies</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Columbus House (Warming Center)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Communicable Disease Surveillance</td>
<td>$18,000</td>
</tr>
<tr>
<td>Community Renewal Team Inc.(Elderly Nutrition)</td>
<td>$ 6,000</td>
</tr>
<tr>
<td>MCSAAC</td>
<td>$ 3,250</td>
</tr>
<tr>
<td>NEAT Farmer’s Market Kids Market</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>New Horizons Battered Women’s Shelter</td>
<td>$22,500</td>
</tr>
<tr>
<td>Oddfellows Playhouse Circus Program</td>
<td>$1,500</td>
</tr>
<tr>
<td>Women and Family Centers</td>
<td>$3,000</td>
</tr>
<tr>
<td>YMCA Diabetes Wellness Program</td>
<td>$3,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$78,750</strong></td>
</tr>
</tbody>
</table>

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That any agency receiving a Public Health Block grant award must comply with the new matching fund ordinance.

Fiscal Impact: There is no new fiscal impact; the $78,750 is budgeted for FY19/20.

The Chair calls on Councilman Robert Blanchard.

Councilman Robert Blanchard moves to approve the proposed resolution. Councilman Sebastian Giuliano seconds the motion.

The Chair calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner asks if “Communicable Disease Surveillance” is a company.

The Chair replies that it is the Health Department tracking communicable diseases so that they have data, which is reported to the State Department of Health and the Center for Disease Control regarding the speed of communicable diseases in the community.

There being no further discussion, the Chair calls for the vote. The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.

I. Approving that the City of Middletown and the Middletown Common Council will strive to implement the Middletown Energy Plan in the best interest of energy efficiency, renewable energy, cost efficiency, and equitable access for all Middletown residents

APPROVED, AS AMENDED

RESOLUTION No: 53-19; K: review / resolution/ Energy Plan RES 53-19 – 1 July 2019

WHEREAS, the City of Middletown through its Common Council acknowledges the Middletown Energy Plan as important guidance for creating our energy future in Middletown; and

WHEREAS, the City of Middletown and Common Council recognizes that the Middletown Energy Plan is incorporated in the Middletown Plan of Conservation and Development by reference, and, therefore, establishes an important foundation of values to guide the City’s energy future; and

WHEREAS, the Middletown Energy Plan provides a dynamic approach to fulfilling an energy efficient and renewable energy vision for the City; and

WHEREAS, the Middletown Clean Energy Task Force is the City’s official energy advisory committee; and

WHEREAS, the Middletown Clean Energy Task Force has accepted and endorses the Middletown Energy Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the City of Middletown and the Middletown Common Council will strive to
implement the Middletown Energy Plan in the best interest of energy efficiency, renewable energy, cost efficiency and equitable access for all Middletown residents.

**Financial Impact:** Conservatively, the plan will be cost neutral since any proposed expenditures will be offset by projected long term savings. Optimistically, the plan will present multiple modalities for cost savings and should save the city significant amounts annually over the long term.

The Chair calls on Councilman Gerald Daley.

Councilman Gerald Daley moves to approve the proposed resolution. Councilman Grady Faulkner, Jr. seconds the motion.

The Chair calls on Councilman Gerald Daley.

Councilman Daley speaks to clarify that he omitted some of the words on the agenda because they are not applicable. Resolution No. 108-18 is the resolution that applies to the City’s energy supply contract. It is not part of the Middletown Energy Plan, noting that there was misunderstanding, noting that it is part of the City’s Plan of Conservation & Development (POCD) development process, which the City is in the midst of. He notes that the City’s Energy Coordinator Michael Harris and the Clean Energy Task Force are looking at updating the Middletown Energy Plan. The Plan was enacted a few years ago and this is endorsing that plan with the understanding that, through the Plan of Conservation & Development, it will be updated and become more important with future planning for the City.

There being no further discussion, the Chair calls for the vote. The Chair states that the motion is approved unanimously by a vote of 11 aye to 0 nay. The matter is approved.

**RESOLUTION No: 108-18**  
**DATE:** August 13, 2018

RESOLUTION

Whereas, in November 2006, the Common Council authorized the Mayor to negotiate and sign on behalf of the City of Middletown an electrical energy supply contract with Constellation New Energy (Constellation), through energy broker Secure Energy, that has served the City well and been extended multiple times to run, currently, through December 2020; and

Whereas, in August 2018, the energy market allowed Constellation New Energy to offer the City of Middletown a three-year extension to the agreement at a significant savings based on an aggregation of the City’s electrical usage with the Board of Education’s (BoE) usage; and

Whereas, under the current agreement, the City pays Constellation for the energy supply contract 8.46 cents per Kilowatt-Hour (kWh) through December 2019 and, 7.99 cents per kWh for calendar year 2020, and the BoE pays 8.96 cents per kWh through December, 2020; and

Whereas, the new all-inclusive price of 7.65 cents per KWh will apply to both City and BoE electricity, and reduce energy costs while maintaining a predictable electricity budget; and

Whereas, through renegotiating the terms of the current contract, the City and BoE together are estimated to reduce overall electrical costs by about $150,000 annually – over current costs - and by about $90,000 over projected 2020 costs – for the years 2021, 2022 & 2023; and

Whereas, through energy conservation efforts, additional savings will be realized with this resolution because the extension maintains programs recently put in place to monetize the City’s efforts at reducing the demand-related costs of our electric usage.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Mayor Daniel Drew is hereby authorized to sign the extension agreement which includes the price lock with Constellation New Energy through December 2023.

Submitted by: Councilman Gerald Daley

**Status:** APPROVED  
by Common Council, City of Middletown  
at its meeting held on: SEPTEMBER 4, 2018

City of Middletown  
Energy Plan
I. INTRODUCTION

In June, 2009, the Middletown Clean Energy Taskforce began discussions to formulate a long range Energy Plan ("the Plan") to manage and lower the quantity and cost of energy being used by the City. This work builds on two (2) resolutions passed by the Common Council in April, 2005. The first resolution endorsed Middletown’s adoption of the United States Mayors Climate Protection Agreement calling for lower emissions of greenhouse gases by municipalities. The second resolution supported Middletown becoming a Connecticut Clean Energy Community. This designation required a commitment to form a Clean Energy Taskforce to oversee energy related issues for the City and have 20% of Middletown’s electricity be generated by Class I Renewable Energy by the year 2010. The following Plan also recognizes the pioneering work and report completed by former Michael J. Cubeta, Jr. and the Middletown ENERGY Committee in June, 1980. This report entitled, “Energy in Middletown’s Future, A Preliminary Report to the Mayor and the Common Council” was prophetic in the importance given to linking energy planning and economic growth. The Plan in 1980 stated:

It will become increasingly difficult for Middletown to maintain, let alone improve, its stable economic base without a concerted energy plan. Yet, just as it is true that Middletown’s economic base is threatened by the energy crisis, so it is true that a concerted effort to conserve and utilize alternative energy sources can actually improve the City’s economic picture while improving the quality of life and the quality of the environment.

The Plan now being presented to the Mayor, Common Council and citizens of Middletown is modeled after the first such plan of this type prepared by West Hartford, CT. It recognizes the critical importance of a "roadmap" in understanding, managing and implementing technology to reduce the consumption and costs of energy, lower greenhouse gas emissions, and improve energy efficiency. The Plan also calls for establishing a culture of conservation to ensure every opportunity is investigated to become more energy efficient in the areas of Buildings Efficiency, Lighting, Power Generation, Vehicle Transportation, Outdoor Spaces, Planning, Purchasing and Project Implementation.

II. BUILD A CULTURE OF CONSERVATION

A. Encourage employee, student, and resident participation in conservation activities

• Create a standing City-wide Environmental Stewardship Team, such as the Clean Energy Task Force, to organize a "clean energy team" in each City-owned facility: Small teams of employees and users of each building will engage in a collaborative process where building users help recommend and implement measures to improve their buildings.

• Create and disseminate energy survey for building users: The survey will ask building users, including students, to suggest ways to increase building efficiency and comfort. Consider offering rewards or recognition for the best entries. In conjunction, the City will install suggestion boxes (or a virtual equivalent) in municipal buildings to encourage resident participation on cost saving strategies.

• Implement a Middletown Public School energy saving competition. Consider expanding to non-school City buildings.

• Raise awareness and encourage volunteerism: Encourage residents to volunteer to use their time and skill to augment Middletown staff in matters related to energy and resource conservation such as pointing out inefficient practices, unnecessary lighting, etc.

• Install other visual means of demonstrating building energy use to building users. Smart meters or other monitors can allow users to see actual results of building use, encourage efficient behavior, and enable them to track their progress.

• Hold competitions among City units to reduce fuel consumption.

• Post monthly data on fuel usage in each unit that uses the fleet. This will allow employees to see their actual fuel use and compare to other users. The increased awareness may promote fuel efficient use and increase ideas/opportunities for efficiencies.

B. Adopt conservation-minded policies

• Create department energy guidelines to eliminate wasteful energy consumption: The guidelines should address wasteful energy activities including, but not limited to, the use of personal electric space heaters, inefficient coffee pots, and leaving lights (interior and exterior) and computers left on when not in use.

• Encourage the phase out of inefficient dorm-sized refrigerators in all public facilities.

• Adopt CT Department of Environmental Protection (DEP) 3 minute anti-idling requirement for all City departments.

• Post anti-idling signs provided by the CT DEP at all Middletown schools and other appropriate buildings: In addition, send out educational materials to City employees and contractors regarding this policy. Encourage building users to report excess idling.

• Analyze vehicle use per unit/department to identify opportunities to improve/lower fuel use: The evaluation should:
  o document baseline use;
  o evaluate opportunities to perform essential tasks/services using less vehicles/fuel or eliminating some vehicles from the fleet;
  o evaluate uses of each vehicle used primarily for transportation to determine business necessity of such use;
  o evaluate whether transportation vehicles could be shared (existing sharing increased) among users/uses, and eliminate less fuel efficient vehicles;
  o evaluate which transportation needs can be addressed through alternatives to gasoline/diesel fueled vehicles, such as electric-powered vehicles, bicycles, walking; and
- evaluate opportunities for reducing vehicle miles for transportation such as carpooling to business meetings, pool cars so the most fuel efficient vehicle is used first, conference calls in lieu of driving to meetings, electronic mail exchange, closer meeting locations, “milk runs” (deliveries by one fuel-efficient vehicle making multiple stops instead of multiple vehicles making one delivery each; requires improved planning/ transparency).
- Evaluate opportunities to improve landscaping efficiency: This will reduce fuel use associated with landscaping, including opportunities to reduce need/frequency of irrigation, mowing, mulching and other maintenance tasks. To this end, the City can design and implement pilot/demo projects to evaluate reduction in vehicle fuel use and adequacy of end landscape results.
- Evaluate sharing large vehicles with neighboring cites: For large vehicles that are only used on a non-urgent, scheduled basis (e.g., potentially some tree trimming vehicles, some dump trucks), evaluate opportunities to share new vehicle costs for high fuel efficiency vehicles and maintenance costs.
- Outdoor Equipment: Require that all landscape renovations, construction and maintenance, including contractors providing landscaping services, utilize sustainable landscape management techniques to lower use of gasoline/diesel powered equipment: For example, the City should select indigenous plants to reduce maintenance costs, including fuel and irrigation costs.

III. ENERGY: BUILDING, LIGHTING

A. Energy Assessment: Create a Baseline of Energy Usage
- Enter data for all Middletown buildings into the Energy Star benchmarking tool by April 2010. The EnergyStar building portfolio manager tool compares the efficiency of City buildings with similar structures throughout the state, region and country and rates buildings based on their efficiency.
- Develop and implement use of standard forms for each City department to report energy consumption (all fuel types) for each facility and account or meter.
- Adopt a methodology for calculating full life cycle energy costs: The methodology can aid in prioritizing energy efficient upgrade projects. It can also distinguish between projects which have significant upfront costs but substantial benefit and projects which are simply an expense.

B. Establish Energy Efficiency and Clean Energy Master Plan and Policies for Buildings
- Encourage that all new building construction (or renovations in excess of $2 million) meet LEED Gold green building standards and the latest International Building Code energy efficiency standard: LEED Silver is the minimum required by state law, and Middletown as a community can and should go beyond the legal minimum to achieve significantly more environmentally sound buildings with significantly lower energy use.
- Expand building energy audits to all City buildings: conduct basic energy audits for all public facilities by [date]. The audits should include an assessment for heating, cooling and electricity, and must assess the payback period for building upgrades.
- Create building-by-building upgrade plans by [date] based on the results of the energy audits in previous bullet. Between now and 2020 the town should implement all energy efficiency measures that are cost-effective and save the City money over the lifetime of the investment.
- Compile building upgrade plans from previous bullet into a comprehensive City-wide building efficiency strategy with prioritization of upgrades, timelines and an assessment of funding options by [date].
- Retain third parties to conduct more detailed and rigorous building energy audits as buildings are upgraded beginning in 2010.
- Create a short-term renewable energy strategy prioritizing City buildings for solar photovoltaic and solar water heating installations by [date].
- Longer-term renewable energy strategy: Middletown should assess the ability of other technologies, including micro-wind turbines, geothermal heat pumps and fuel cells to meet building energy needs while reducing greenhouse gas emissions, energy costs and energy price volatility and increasing reliability.
- Examine potential for vegetative “green” roofs: These roots can reduce run-off and reduce building cooling loads. Locations for this installation should focus on buildings where solar installations are not possible as they compete for roof space.
- Decline to participate in programs to run distributed diesel generators at non-emergency times.
- Establish a position for a dedicated in-house Energy Manager to oversee this process and implement these recommendations.

C. Non -Building Clean Energy Generation
- Prioritize central Combined Heat and Power systems when undertaking major renovations or new construction.
- Explore the installation of free-standing solar photovoltaic installations on underutilized property: If the state changes its rules governing solar installations, the City should assess potential sites and economics of free-standing solar at locations including parking lots, brownfields, and other underutilized spaces. The City could advocate, through its local and state elected officials, for changes in state laws to promote this type of sustainable power generation.
- Pursue other clean energy technologies: For example, micro-hydro turbines, micro and full scale wind turbines; including the cooperative development of the Mount Higby area as a wind based resource, and fuel cells to reduce greenhouse gases, electricity costs and protection from price volatility over time.

D. Non-Building Lighting
- Assess the status of non-building street lighting: The City will assess the financial and logistical impacts of purchasing street light. By owning and maintaining street lights, the City has more control over energy costs through efficiency projects.
IV. ENERGY: VEHICLES, TRANSPORTATION, OUTDOOR ENGINES

A. Fuel Efficiency
- Establish baseline information on fuel consumption: The City will assemble data for each unit of City government, for each of the prior three years: on miles driven per vehicle; gallons of fuel purchased per vehicle; cost of fuel per vehicle; expected year of replacement or end of service per vehicle; estimated fuel efficiency per vehicle; heavy duty diesel vehicle make; engine year, and VIN.
- Complete and document a “fleet analysis” describing the vehicle needs for each department and ways that fleet acquisition and deployment can maximize fuel efficiency and use electric vehicles wherever feasible.
- Prepare fleet information for CT DOT Request for Proposal (RFP) for CT Clean Fuel Program and Diesel Emission Reduction Act: The DOT program provides funding to municipalities to cover a portion of the purchase price for new alternative fuel or efficient (hybrid electric, compressed natural gas, propane, or electric) vehicles, or 100% of the price of diesel pollution control retrofits or auxiliary power units (APUs). The City should evaluate which vehicles need replacement over next two years, and submit applications in response to the RFP.
- Establish protocol to promote replacement of City vehicles, when scheduled/needed, with the most fuel efficient vehicle suitable for the vehicles use.
- Prepare heavy duty diesel vehicles inventory: This inventory will assist the City in applying for pollution control retrofits from the DOT Clean Fuel Program and grant funding from the Diesel Emission Reduction Act (DERA), which is a component of the 2009 stimulus package. Diesel fine particle pollution from City vehicle operation has potential negative health impacts on City workers and residents. Similar pollution control technologies to those in place on Middletown diesel school buses can greatly reduce pollution from other types of diesel vehicles.
- Identify other funding sources and options for fleet modernization.
- Develop a fuel efficiency goal for 2015 for the City’s heavy duty vehicles.
- Develop protocol to promote purchase of equipment that minimizes fuel use or that uses cleaner low-carbon fuels.
- Reduce overall vehicle fuel use by 5% from 2008 baseline in 2010 and 2011.
- Reduce overall vehicle fuel use by 10% from 2008 baseline by 2012.
- Ensure that 20% of the City’s light duty fleet (sedans) has a fuel efficiency of 40+ miles per gallon by 2015.
- Continue to ensure proper maintenance of City vehicles: The City should use technologies such as synthetic lubricating oils and low-rolling resistance tires to increase fuel efficiency. The City should evaluate costs of synthetic oil versus savings from improved fuel efficiency and reduced maintenance.

B. Cleaner Fuel Options
- Evaluate the most effective options for reducing the carbon intensity of the City’s vehicle fuel through strategies including electrification, advanced biofuels, and hydrogen.
- Require the use of on-road grade ultra-low sulfur diesel fuel (max 15ppm sulfur) for all on and off-road City diesel vehicles as well as in contracts for third parties working on construction projects for the City.
- Evaluate use of biodiesel for City-owned and contracted vehicles: The analysis should include whether biofuel use negatively impacts food production, what fuels were used in biofuel production, and whether biofuels in question truly reduce carbon emissions overall. The City will evaluate blends of B5, B10, B20, B50 and higher (number represents % of biodiesel in the fuel blend). In addition, the City will evaluate the potential location of biodiesel filling stations (including gauging the interest of local retail stations in supplying biodiesel), compatibility with City vehicles, environmental benefits, and cost estimates over next three years. If this evaluation if favorable, the City should contact suppliers of biodiesel and options for supplying stations in or near Middletown, as well as direct fueling to City fleet. Also, the City will contact CT DOT for background information on costs and suppliers. Evaluate whether Evaluate whether biodiesel or ethanol blends can be used in gasoline/diesel powered equipment (grass cutting, snow blowing, landscape equipment, etc).
- Identify types of vehicles and equipment with potential for electric alternatives and analyze cost-effectiveness for electrification of that equipment.

V. ENERGY: PLANNING, IMPLEMENTATION AND FINANCING

A. Planning and Implementation
- Establish a position of an in-house City energy manager: A City energy manager dedicated to the energy needs of the City who will oversee energy audits for all City buildings including schools, oversee implementation of energy efficiency projects, create a comprehensive building upgrade plan, train building operators and users on buildings efficiency practices, educate City staff whose work impacts energy use, develop procurement standards for products, apply for state and federal grants, update building energy inventory data, assess energy reduction strategies, and re-assess energy efficiency and clean energy options as new technologies arise. Dedicate resources for expert consultants: The City will continue to utilize these services, where appropriate, to facilitate further energy savings.
- Join ICLEI (International Council for Local Environmental Initiatives) for training, technical assistance and other resources: For an annual membership fee of $600 - $1200 (depending on the population of the municipality), ICLEI provides technical resources to assist towns in the formation and implementation of climate and energy plans.

B. Energy Financing
The City can show its commitment to financing energy efficiency and clean energy upgrades by adopting funding procedures as may be appropriate for each upgrade as identified. Funding methods may include:

- Grants as available: Prioritize grant research and writing for energy upgrades based on priorities in the City energy master plan.
- On-Bill Financing: We recommend that the City maximize the use of on-bill financing to fund efficiency upgrades. With support from the CT Energy Efficiency Fund, the City can implement energy efficiency upgrades that save natural gas or electricity with no upfront capital cost. The City pays for the cost (at no interest) of the upgrade from the savings generated on the City’s utility bills. After the utility provider recoups the cost, the City retains the future savings from the reduced energy use.
- Capital Improvement Plan (bonding): Prioritize energy efficiency and renewable energy upgrades in the capital projects budget, as these projects will reduce operating costs and volatility of future utility bills. The City should create a separate capital project category for energy related investments in the Capital Improvement Plan and create an energy subgroup in each existing capital project category. Because Middletown has an Aa3 bond rating, the City can pay for major upgrades at a lower total cost to taxpayers. Accordingly, the City can bond for measures that stabilize and reduce energy costs which can pay for debt service on the bonds and reduce pressure on the City budget. However, current uncertainty in the financial markets makes bonding more difficult and current budget problems may reduce the ability to pay for projects with longer-term savings.
- City Operating Budget: The City shall dedicate at least 50% of the energy surplus account and future conservation savings to a “clean energy trust” to support the implementation of the energy master plan and achieve additional energy savings to the City while also reducing the operating budget.
- Middletown can pay for energy improvements within its annual budget via the capital non-recurring expenses account. The City can exert downward pressure on the City budget by prioritizing energy efficiency projects. This mechanism is ideal for smaller projects since the total funds available likely are too limited for major improvements.
- Performance Contracting with third parties (Energy Service Companies or ESCOs): Hire performance contractors to make efficiency upgrades only when funding through other sources is not available.
- The City can utilize outside companies to finance and implement efficiency upgrades and guarantee a fixed level of energy savings. Middletown can pay for the upgrades via the savings generated on the City’s utility bills, less a commission for the third party. Similar to on-bill financing, there are no up-front costs with this mechanism. However, unlike on-bill financing, the City must share a portion of its energy savings with the third party. Additionally, the City must be aware of the potential disputes over actual versus promised energy savings.
- The City can obtain grants to defray the cost of energy-related improvements from various outside sources including the federal and state government, the CT Energy Efficiency Fund, the CT Clean Energy Fund, Northeast Utilities, and other sources. While City employees work on grant writing as part of their overall responsibilities, Middletown currently has no dedicated staff working on grants. With a new focus on efficiency and clean energy at the federal level there likely will be opportunities for the City if it has shovel-ready projects. By proactively detailing an energy strategy as described in this plan, Middletown can have a competitive advantage over other entities seeking funds. It should be noted, however, that researching and applying for grants can be a time-consuming and uncertain process.
- Advocate for increased funding for municipal energy upgrades at state grant and regulatory level:
  - Advocate for removal of funding limits for municipal projects supported by the CT Energy Efficiency Fund and partner with Middletown’s state legislators and other municipalities to advocate for this change.
  - Advocate at the state level for continued and expanded funding for the CT Energy Efficiency Fund and CT Clean Energy Fund.
  - Advocate at the federal level for support for clean energy infrastructure upgrades.

VI. PROCUREMENT AND PURCHASING
- Standardize purchases and procurement: The City should create guidelines for departments to encourage standardization in purchases to reduce staff training needed to operate the equipment and increase the likelihood that equipment will be used correctly. Building energy management systems should be prioritized for standardization.
- Purchase energy saving appliances: City departments should contact City facilities staff before purchasing any significant appliances using more than $15 of electricity per month for assistance choosing an efficient model. Departments failing to report major inefficient appliances may be held responsible for all energy costs through their own budgets.
- Give preference to electricity from clean, renewable sources: When the City purchases energy, it should give preference to options that maximize the use of new clean, renewable energy sources. Middletown has committed to 20% renewable energy by 2010 to foster these nascent industries, which will, over time, increase savings potential for the City and other municipalities.
- Lease or purchase only the most fuel-efficient models available that are suitable for the task: In addition, the City can reduce the number of vehicles required to be purchased through car-sharing and car-pooling.
- Require that new and replacement equipment for lighting, heating, ventilation and air conditioning systems, water consuming fixtures and process equipment and all such components shall meet or exceed Federal Energy Management Program (FEMP) recommended levels, whenever practical: For example, recommend that all future purchases achieve U.S. EPA Energy Star standards.
- Give preference to third party contractors who use California Air Resources Board or EPA certified diesel emissions controls on their on and off road equipment.

VII. CONCLUSIONS, RECOMMENDED FUTURE ACTIONS
- Revise this energy plan annually, set timelines for implementation and make it a living document.
- The Mayor and the Clean Energy Task Force will, together with key stakeholders in the community, develop a comprehensive clean energy plan to further the adoption of clean energy initiatives and energy efficiency by Middletown residents, businesses and institutions.
- Consider broader sustainability or greenhouse gas plans: There are additional areas in which the City could save money and improve environmental quality, including landscaping, water use, and recycling, but these areas largely fell outside the scope of this plan. Middletown has committed to the US Mayors Climate Protection Agreement which calls for the creation of a City-wide greenhouse gas inventory and climate plan, and we recommend Middletown follow through with this commitment.
- It is the intent of this plan to further the growth of green technology through economic development both regionally and in the City of Middletown.

VIII. ACKNOWLEDGEMENTS
The following individuals must be recognized for their hard and dedicated work to produce this Plan, help make Middletown a Clean Energy Community and for showing true leadership in energy conservation planning.

COMPLETE LIST OF NAMES (MAYORS, COMMUNITY LEADERS, CITY EMPLOYEES, CITIZEN VOLUNTEERS) TO BE ADDED LATER

August 20, 2018

Clean Energy Task Force
245 DeKoven Drive
Middletown, Connecticut 06457

Middletown Energy Plan

Dear Members of the Middletown Clean Energy Task Force (CETF):

Attached is the current version of the Middletown Energy Plan accepted by the Clean Energy Task Force (CETF) over five (5) years ago. The plan is presented to you with this letter with the request to re-accept the plan along with the following strategic guidance (Guidance) as part of two important efforts; the 2018 Sustainable CT application for certification, and the planned updating and rewriting of the Middletown Energy Plan during fiscal year (FY) 2019.

The City of Middletown (Middletown) participated in a utility-sponsored benchmarking program in FY2017. That program resulted in useful benchmarking data for all major City energy users comparing baseline FY2011 with FY2015. Both the baseline year and the then-current year were chosen based on the availability of data at the time of benchmarking.

The benchmarking program resulted in a Benchmarking Report as well as a Municipal Action Plan that offered a snapshot of changes to Middletown’s energy profile between FY2011 and FY2015.. Both of these reports have also been submitted with our 2018 Sustainable CT certification application. The organization, data and planning comprised by these two reports have been incorporated in the Guidance and the Energy Use Overview provided below.

The Guidance offered provides a framework of strategic themes that have emerged as essential to helping the City move forward with continued energy progress. These themes, including the development of a strong vision, financial criteria, budgets and project development process, represent experience gained over the last few years in developing pilot energy efficiency and renewable energy projects that move beyond the comprehensive energy improvements provided by the Performance Contract prior to 2011.

The Energy Use Overview provides a snapshot summary of the benchmarking data including adjustments made to bring the data current with FY2018, by incorporating recent additions to Middletown’s renewable energy portfolio.
Energy Use Overview

Table I. below illustrates total energy and electrical energy use in megawatt-hours (MWh). Total Energy Equivalent (TEE) includes both electricity use and fossil fuel use, all of which are expressed in MWh for ease of comparison.

### Table I. Energy Summary

<table>
<thead>
<tr>
<th>Total Energy (MWh Equivalent)</th>
<th>FY2011</th>
<th>FY2015</th>
<th>% Change 2011 to 2015</th>
<th>FY2018 Current</th>
<th>% Change 2011 to 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal</td>
<td>6,188</td>
<td>5,252</td>
<td>-15%</td>
<td>5,227</td>
<td>-16%</td>
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<tr>
<td>BoE</td>
<td>20,197</td>
<td>20,786</td>
<td>3%</td>
<td>20,786</td>
<td>3%</td>
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<tr>
<td>Street &amp; Traffic Lights</td>
<td>3,172</td>
<td>3,186</td>
<td>0%</td>
<td>3,122</td>
<td>-2%</td>
</tr>
<tr>
<td>Sewer (includes pump stations)</td>
<td>6,606</td>
<td>6,890</td>
<td>4%</td>
<td>6,800</td>
<td>4%</td>
</tr>
<tr>
<td>Total</td>
<td>36,163</td>
<td>36,114</td>
<td>0%</td>
<td>36,025</td>
<td>0%</td>
</tr>
<tr>
<td>Electrical Energy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal</td>
<td>2,517</td>
<td>2,292</td>
<td>-9%</td>
<td>2,267</td>
<td>-10%</td>
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<tr>
<td>BoE</td>
<td>6,940</td>
<td>7,370</td>
<td>6%</td>
<td>7,370</td>
<td>6%</td>
</tr>
<tr>
<td>Street &amp; Traffic Lights</td>
<td>3,172</td>
<td>3,166</td>
<td>0%</td>
<td>3,101</td>
<td>-2%</td>
</tr>
<tr>
<td>Sewer (includes pump stations)</td>
<td>5,838</td>
<td>5,421</td>
<td>-7%</td>
<td>5,421</td>
<td>-7%</td>
</tr>
<tr>
<td>Total</td>
<td>18,467</td>
<td>18,248</td>
<td>1.2%</td>
<td>18,159</td>
<td>1.7%</td>
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<tr>
<td>Renewable Contribution</td>
<td>(1,664)</td>
<td>(134)</td>
<td>-92%</td>
<td>(3,449)</td>
<td>107%</td>
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<tr>
<td>% Renewable</td>
<td>9%</td>
<td>1%</td>
<td>-92%</td>
<td>19%</td>
<td>107%</td>
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</table>

TEE use for all buildings in FY2011 was 36,163 MWh and electrical energy use was 18,467 MWh. In FY2015, TEE remained virtually unchanged at 36,114 MWh. FY2018 (current) data shows a slight improvement due to projects discussed below. FY2018 also reflects greater renewable energy contribution.

Electrical energy use in FY2011 was 18,467 MWh and in FY2015, 18,248 MWh. In FY2018, use was 18,159 MWh; a 1.7% decline over FY2011.

Renewable energy was generated by a 200 kW fuel cell in 2011, contributing 1,664 MWh, 9% of total electrical energy use. In 2015, this contribution briefly declined until a new 400 kW fuel cell was brought online in FY2017. FY2015 renewable contribution consisted of energy from a 21 kW photovoltaic (PV) system on the Police Station, and an 88 kW PV system on Moody School. The overall, current renewable energy contribution has increased by 107% over FY2011 levels and represents 19% of total city-wide electrical energy use.

### Table II. Current Renewable Energy Systems

<table>
<thead>
<tr>
<th>Renewable Energy System</th>
<th>Capacity (kW)</th>
<th>Annual Production (MWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Station PV</td>
<td>21</td>
<td>21</td>
</tr>
<tr>
<td>Moody School PV</td>
<td>88</td>
<td>113</td>
</tr>
<tr>
<td>High School Fuel Cell</td>
<td>400</td>
<td>3,035</td>
</tr>
<tr>
<td>Higby PV</td>
<td>218</td>
<td>280</td>
</tr>
<tr>
<td>Total</td>
<td>727</td>
<td>3,449</td>
</tr>
</tbody>
</table>

### FY2015/2018 Adjustments

**FY2015 Adjustments**
- Senior Center: +344 MWh

**FY2018 Adjustments**
- Street lights: +21 MWh
- Traffic signals: +44 MWh
- City Yard: +25 MWh
- WPCA: - MWh
- Total: +89 MWh
Guidance

The updating and rewriting of the current energy plan in FY2019 will, among other things, address the addition of a strategic framework that can facilitate the implementation of the plan. The following guidance consists of suggested themes that the City of Middletown should consider incorporating in the energy plan, and implementing.

Vision – It is recommended that the revised Energy Plan be grounded with a vision statement. The purpose of the vision statement is to express the ideals leading the City forward inside of the energy-related realities unfolding, and to offer a picture of the results expected through the implementation of the energy plan.

In this regard, the vision statement should acknowledge changes in the energy landscape of the future that the City of Middletown wishes to accommodate. These changes include the reality of finite sources of fossil fuels, including the concept of peak oil, in which continued reliance on fossil fuels results in decreasing Energy Return on Investment (EROI), and ever-increasing economic and environmental costs.

The physics of EROI are straight forward, acknowledging the increasing expenditure of energy required to produce equivalent levels of usable energy, and the ultimate resolution whereby energy expended exceeds energy obtained, and thus the viability of fossil fuels collapses.

Fossil fuel extraction technologies, including hydraulic fracturing (Fracking) to obtain shale oil and natural gas are characterized by temporary bubbles of energy supply at very low EROI, and increasing environmental damage. Energy obtained by these technologies is also short-lived in comparison to the more easily obtained supplies that have fueled the fossil fuel industry for the past century. For example, at the onset of the fossil fuel period, the EROI was over 100 to 1, in which 100 units of energy could be obtained through the expenditure of a single unit of energy. Today the average EROI of fossil fuel is 10 to 1 and continues to drop.

In addition to the reality of constrained sources of fossil energy – implying increasing competition for remaining supplies, associated higher costs, and the increasing environmental degradation related to the exploration and acquisition of fossil fuels – there is the equally critical issue of climate disruption emerging from the use of fossil fuels.

Given the above discussion, holding the ideal vision of 100% Renewable Energy is not only a worthy endeavor, but perhaps an essential one. To this end, there are programs to analyze and design 100% renewable sources that can be applied to all energy use within City boundaries. Peoples Action for Clean Energy (PACE) offers one such program. The City is encouraged to enroll in this program and develop a vision that can supply the energy needed to maintain the vitality of our economic and social fabric. From such a vision, policy, strategic planning, prioritization, and funding initiatives can emerge. A 100% renewable energy plan goes beyond generating, procuring or offsetting energy needs with renewables. It represents a holistic, comprehensive approach to managing the supply and demand for energy, including:

- deep efficiency and conservation,
- generation of renewable energy,
- energy storage,
- electrification of transportation, heating, and cooling,
- active load management (i.e., “demand response”),
- a modern community microgrid and
- a new utility rate structure and business model.

Such a program would seek to answer the following questions pertinent to a comprehensive vision:

- How much energy do we currently use, including electricity, heating, cooling and transportation?
- How much could we reduce this energy usage through conservation, efficiency and electrification of all heating, cooling (i.e., heat pumps) and transportation (i.e., electric vehicles)?
- How much renewable energy could we produce in town?
- How do we re-think and redesign the electric grid using community microgrids to accommodate a higher level of distributed energy resources (DERs)?
- How do we constructively engage with the electric utility to develop new technical, business, and financial models?

Finally, the 100% effort can help develop a city-wide picture of deployed decentralized, renewable infrastructure such as windmills on brownfield sites, solar arrays on roadway medians, coordinated microgrid systems and other examples of the localization of energy generation and delivery. To the extent that these elements are reflected in the Energy Plan, they have a much better chance of being brought to fruition.

Policy – Through the effort to develop a useful vision as the context for an energy plan, the City will become much more capable of articulating guiding ideals that are broadly supported by City leaders and constituents. In order to better serve these ideals, the City should consider codifying them in the form of policies, resolutions and ordinances. The effort to put forth a vision of the future supported by a matrix of policy offers positive leadership, and the ability to respond proactively to energy, environmental and economic challenges.

As the environmental and economic challenges of the energy future reveal themselves more fully, it will be increasingly important to install a framework of acceptable and not acceptable responses. To the extent that
these challenges are non-negotiable, it is useful to consider the perspective of ‘responding’ rather than the less realistic, but more hopeful, idea of ‘solving’ the challenges.

Examples include:
- Requiring minimum efficiency standards for vehicles and buildings
- Encouraging all new buildings to meet ‘net zero’ criteria
- Focusing on providing equitable access for everyone to clean water, healthy food, safe habitation and strong community
- Prioritizing the use of otherwise unusable land, such as brownfields, for the siting of renewable energy infrastructure
- Banning/limiting plastic bags and other forms of plastic including eliminating single use plastic water bottles

Well-developed policies can provide important support to the implementation of the energy plan. The CETF can provide important leadership by crafting and proposing to the Common Council policies, policy statements, resolutions and ordinances consistent with the vision of the energy plan.

Financial Criteria – Energy opportunities span a range of economic potential from robust returns on investment to marginal or non-returning, capital-intense investments. While capital improvements are ultimately unavoidable as systems and equipment reach their end-of-useful life, other improvements can offer reductions in operating costs that represent a return on the investment. Some of these investments can be compelling. While much effort is expended managing capital improvements, optional investments that reduce operating costs often do not receive priority and are overlooked.

For example, some projects can reduce operating costs in excess of the recurring bond-service cost that might be used to finance such a project, resulting in net-positive cash flow. What this means is that the project reduces current operating budgets with no net upfront investment.

By developing financial criteria, the City can benefit from a framework that prioritizes projects with beneficial returns on investment and supports the prioritization and implementation of such projects. When applied within a strategy of long-term goals, the criteria can positively move forward a process of project identification, development and implementation. This is an essential aspect to implementing the Energy Plan.

It is recommended that the financial criteria be as simple as making a commitment to implement any project that provides a 5-year or sooner simple payback – which is approximately a 20% return on investment. Such projects can be financed with a 10-year bond at current interest rates and provide net, positive cash flow immediately.

Energy Efficiency Budget – A second aspect of the recommended financial criteria is the development of an energy efficiency budget that will bound efforts on an annual basis; contextualizing – and prioritizing - the energy efficiency work inside of the larger city financial and debt-management picture.

Based on previous commitments to reduce energy use by 20% over baseline levels, a budget guideline of $5,000,000 was developed that would achieve those efficiency results. Additionally, renewable energy projects can be constructively approached through Power Purchase Agreements (PPA) that do not require upfront funding – and thus don’t impact the efficiency budget. The PPA approach is most often the most beneficial because it allows third-party developer/owners to take advantage of tax credits - that can be reflected in lower pricing - from which municipalities do not otherwise benefit. (see additional discussion below under ‘Procurement’)

While additional work can be done to project the costs of achieving efficiency goals, the above general guidelines would go a long way toward energizing the development of efficiency projects and implementing the Energy Plan. This is particularly true because of the difficulty in funding the work required to make sound life-cycle cost decisions.

Energy efficiency projects are predicated on the basis of future reductions in costs based on present-day investment. The work needed to bring such projects to decision points and implementation includes:
- Identification (ie., through ‘auditing’)  
- Screening – understanding the relative strength and weakness of a portfolio of opportunities  
- Additional design, cost estimating and analysis of the most attractive projects  
- Invest-Grade design and analysis offering detailed cost and benefits that can be offered in a contract proposal

Energy efficiency service companies undertake the above process using risk management tools. One such tool is the requirement of a level of commitment from the City that a project will go forward if it meets certain criteria. In the absence of such criteria, project development risks are justifiably perceived as higher, and, thus, obtaining development support that much more difficult. Moreover, procurement rules requiring multiple bids can also have a chilling effect on obtaining project development support.

When a well-articulated financial criteria and budget can be expressed, the development risks are greatly reduced and the work to identify a portfolio of projects that will reduce long-term costs can go forward. Conversely, in the absence of specific criteria, the appetite to provide the requisite design and analysis is greatly reduced. The alternative would be to fund this work specifically.
One of the attractions of performance contracting is the inclusion of the development work in the proposal preparation phase. All of the same risk-mitigation techniques apply to performance contracts, however, with proper assurances, the companies that specialize in this work are willing to undertake the development work in exchange for the potential of higher margins. A more favorable approach, financially, for the City, would be the establishing of financial criteria and budgeting that would allow us to self-manage an efficiency program.

**Comprehensive Energy Auditing** – Supported by the recommendations above, the first step in a comprehensive energy plan would be the auditing of all energy use and identification of a portfolio of project possibilities.

This was done as part of the previous performance contract - to which there has been mixed reviews. One of the challenges of performance contracting is that the operating cost savings generated are deployed to increase the project scope – ostensibly addressing needed capital improvements.

A thoughtful alternative to this would be the implementation of projects that offer a minimum return on investment, enjoying the resulting improved financial condition, and then addressing needed capital improvements as they arise.

While the performance contract was implemented just prior to the baseline year FY2011, new lighting technologies have emerged offering robust returns on investment. Moreover, the building automation/energy management systems (BMS) installed under the performance contract appear to provide rudimentary efficiency control with more sophisticated options left as future 'enhancements'. Unfortunately, this approach has required the City to be captive to proprietary aspects of the BMS with attendant higher pricing. Budgeting for a next round of improvements should consider implementing Open Source options that can be provided by a number of competing providers.

**Building Sector** – For the building sector, auditing involves the engineering review of energy consumption, the configuration of current mechanical and electrical systems, and a comparison with more efficient scenarios. Under a comprehensive approach, each building would receive a report of project possibilities.

**Transportation Sector** – The transportation sector provides additional opportunity for the City to analyze all transportation use and the current means of meeting these needs. From that baseline, alternate, more efficient approaches can be identified. The alternatives would then be subject to cost/benefit analyses that would support a process of screening and prioritizing as discussed above.

**Master Planning & Performance Contracting** – The development of a well-articulated vision, supported by policy, provide the core values that can be incorporated in a master planning process. The additional details provided by identifying acceptable financial criteria, establishing a budget, and performing comprehensive energy auditing, provide the additional framework for the master plan to be specific and time-bound. This process parallels the development of performance contracting proposals, and can also be applied to the City’s own, internal procedures in the case of a self-directed program.

Some of the pros and cons of performance contracting are mentioned above. While this approach to energy efficiency work provides the benefit of accomplishing the needed development work – identification of opportunities, screening, prioritizing, preliminary design, savings analyses, cost estimating, and subsequent iterations to fine-tune a portfolio of projects – performance contracting also commands higher-than-usual margins, and can suffer from a lack of transparency. The financial benefits of performance contracting are real, though not necessarily optimal given the above. Moreover, it has been the experience of the City of Middletown to have a perception of being under-served by past performance contracts. One of the key reasons for this is the fact that the monetary savings generated by a performance contract are most usually redirected to include additional work scope in the project, namely more capital-intensive efficiency measures.

While accomplishing additional scope can be a good thing, it is done at the expense of redirecting savings from operating budgets that would have otherwise benefitted. This easily produces the perception that the project did not generate expected savings. An alternative to performance contracting would be a self-directed program that targets projects with attractive savings as dictated by the financial criteria established in the master planning. The savings generated can then flow to the affected operating budget and the City enjoys an enhanced financial condition.

The need for capital projects does not go away in either case – performance contracting or self-directed program. However, the latter can provide more control and transparency that can then feed a greater sense of success as well as improved overall financial performance.

**Procurement** – Procuring efficiency project services, energy commodity and renewable energy all must be done in the context of the City's procurement rules. This typically involves obtaining three prices for work under $20,000, and conducting requests for proposals (RFPs) for larger projects. Alternatively, some work is characterized as a professional service and can sometimes benefit from a specific professional services agreement (PSA) that waives the competitive requirements. Such dispensation requires a justification in the form of uniqueness of services, high-quality and standardization goals.

**Project Services** – The procurement of energy efficiency projects is not typically conducive to competitive bidding because of the inherent development process and need to mitigate risks for any vendor providing the process of identifying, screening, prioritizing, designing, analyzing, and cost estimating
projects. Risks can be mitigated through the use of financial criteria, supported by a commitment to move forward with projects that meet the criteria and fall within an acceptable budget, or by funding the development process separately.

Funding the development process is difficult in that it requires an expenditure of about 10% of the costs of any expected portfolio of projects. Thus, if the budget is $5,000,000 for energy work, the development costs could be as high as $500,000. Generally, until a project is developed and a commitment to implement it is achieved based on the benefits to be derived, project funds are not available. The City could consider developing a budget to separately fund project development costs. This approach would provide the greatest level of control over the process.

Alternatively, a professional services agreement could be put in place providing the guidelines for working with an energy services company. Such an agreement can help reduce the vendor’s risks by providing assurances that work will be implemented if the final project proposal meets agreed-upon criteria. This approach can support project development work without the need to fund it upfront.

Commodity Services: Maintaining cost competitive pricing for energy commodity -- electricity, natural gas, fuel oil and transportation fuels – is an important adjunct to implementing efficiency projects. To the extent that costs reductions can be achieved, the City benefits from a stronger financial position from which efficiency improvements can be pursued. To the extent that long-term pricing can be developed, the City can insulate itself from market volatility, and, to a certain extent, price escalation.

However, the energy commodity markets have their own unique challenges including difficulty in understanding market price, particularly for future time periods. The industry standard involves working with a single broker, for example, as a professional service, and then soliciting competitive supply proposals from suppliers. However, this process is highly susceptible to broker bias and manipulation. Creative approaches to introduce competition to the broker’s role is very much also needed to obtain the best pricing.

Renewable Energy – As the costs of renewable energy becomes more competitive, it can offer additional long-term energy price control. The most recent and real example is a 20-year solar contract at the Bacon Water Treatment plant at the Higby Reservoir (Higby). The Higby project is a PPA under which the City purchases solar-generated electricity at a rate of $0.085, fixed for 20 years. That rate is for the most part all inclusive – it is a ‘delivered rate’ meaning the there are no other distribution or transportation charges added to the core rate if the electricity is used concurrent with its generation. This may or may not be true as the plant can use electricity at any time, day or night, but the solar system only produces during sunlight hours. Some energy will not be used at the time of generation, and other energy will be demanded during off-hours. For this reason, and given the variability of the operation of the plant, additional charges from Eversource will apply. However, the fixed contract rate does insulate the City from future price escalation in the electricity market.

As with efficiency project development, some solar projects are customized and optimized for a specific application. In this case, it may be best to work with a qualified developer under a PSA. Smaller, more common solar projects may be suitable for competitive bidding as the development process is straightforward and not overly costly.

In either case, the City will most likely be best served by a PPA in which the system is owned by the vendor who can benefit from tax credits of which the City cannot make use. The tax credits lower the overall system cost and thus support lower long-term PPA pricing.

There is an emerging new perspective pertinent to solar on schools where the City may consider owning the system. Under this scenario, the City foregoes the tax credits, but applies for reimbursement of the system costs as a capital improvement through the state School Facilities Unit. For Middletown, this means the City and the Mayor's office, and as staff on the CETF.

Role of the Energy Coordinator – The role of the Energy Coordinator (EC) involves administrative work with regard to utility billing and managing of energy infrastructure such as street lights, analysis to review opportunities, and advocacy work to lead the City toward good projects. The EC serves as a consultant to the City and the Mayor’s office, and as staff on the CETF.

The EC provides technical competency and seeks to develop transparency with regard to project proposals. This includes complete analysis of savings potential and optimal sharing of project risks between parties – with the goal being an equitable deal for everyone. This approach is consistent with a pursuit of greater sustainability where energy-, environmental-, social- and economic-justice is served.

The Mayor’s office has developed the following discussion of the role:

The Energy Coordinator is assigned to work in the following general areas:

- To support the Mayor’s efforts to promote energy efficiency through the City, as part of the broader mission to improve effectiveness and efficiency in all areas of municipal government.
- To identify opportunities and help the City undertake “sustainability projects” that promise to reduce negative impacts on the environment and raise the quality of life and general appeal of the Middletown community, for residents, businesses, and visitors.
- To improve the City’s measurement and analysis of energy consumption and expenses, and to identify opportunities to reduce consumption and costs.
To achieve progress in these areas, the Energy Coordinator needs the ability to work with the leaders and staff of all City departments. In this way, the knowledge base, resources, goals and concerns of each department can be available and useful to other departments for purposes of trouble-shooting and long-range planning. Our City will function more effectively with greater inter-departmental communication and integration of vision.

In the short to medium term, the Energy Coordinator is working primarily in the areas of 1) electricity and natural gas consumption; 2) "complete streets" improvements for pedestrians and bicyclists; and 3) renewable energy and electrical grid security.

Closing – In closing, the guidance provided herein represents observations and recommendations based on my current three-year experience in the role of EC. It is my recommendation that this guidance be reviewed for inclusion in the next iteration of the City of Middletown Energy Plan. The energy data in the benchmarking discussion can provide a useful starting point for our next phase of planning.

Respectfully submitted,

Michael Harris, PE
Energy Coordinator
City of Middletown

11. Mayor’s Appointments

The Chair states that there are no appointments.

12. Meeting adjourned

The Chair states that he will entertain a motion to adjourn. Councilwoman Mary Bartolotta moves to adjourn. Councilman Robert Blanchard seconds the motion.

There being no discussion, the Chair calls for the vote. It is approved unanimously by a vote of 11 aye to 0 nay votes. The Chair states the matter passes with 11 affirmative votes.

The meeting is adjourned at 7:46 PM

ATTEST:
LINDA S.K. REED,
COMMON COUNCIL CLERK

K: review/ minutes 19 July 01 regular meeting minutes 01 July 2019