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AGREEMENT

between

THE CITY OF MIDDLETOWN, CONNECTICUT

-and-

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

July 1, 2007

through

June 30, 2012

## TABLE OF CONTENTS

PREAMBLE		Pg 3
ARTICLE I	RECOGNITION	Pg 3
ARTICLE II	MANAGEMENT RIGHTS	Pg 4
ARTICLE III	DUES CHECK OFF	Pg 5
ARTICLE IV	EMPLOYEES TO RECEIVE COPIES OF CONTRACT	Pg 5
ARTICLE V	GRIEVANCE PROCEDURE	Pg 6
ARTICLE VI	WORK WEEK	Pg 9
ARTICLE VII	OVERTIME	Pg 12
ARTICLE VIII	UNION BUSINESS LEAVE	Pg 15
ARTICLE IX	HOLIDAYS	Pg 15
ARTICLE X	VACATIONS	Pg 16
ARTICLE XI	SICK LEAVE	Pg 18
ARTICLE XII	PAID LEAVE	Pg 22
ARTICLE XIII	LEAVE OF ABSENCE WITHOUT PAY	Pg 24
ARTICLE XIV	UNIFORMS, PROTECTIVE CLOTHING & ALLOWANCES	Pg 24
ARTICLE XV	MEAL ALLOWANCES	Pg 25
ARTICLE XVI	PENSIONS	Pg 26
ARTICLE XVII	INSURANCE	Pg 29
ARTICLE XVIII	NON-DISCRIMINATION	Pg 35
ARTICLE XIX	LONGEVITY	Pg 35
ARTICLE XX	SENIORITY	Pg 36
ARTICLE XXI	TECHNICAL RESCUE AND SPECIALTY TEAMS	Pg 38
ARTICLE XXII	TERMINATION PAY	Pg 46
ARTICLE XXIII	FIRE WATCH DUTY	Pg 46
ARTICLE XXIV	ATTENDANCE AT SCHOOLS	Pg 46
ARTICLE XXV	WAGES	Pg 48
ARTICLE XXVI	ACTING ASSIGNMENTS	Pg 49
ARTICLE XXVII	FILING OF ASSIGNMENTS	Pg 49
ARTICLE XXVIII	PRIOR PRACTICE	Pg 49
ARTICLE XXIX	COLLEGE INCENTIVE PROGRAM	Pg 50
ARTICLE XXX	MINIMUM MANPOWER	Pg 50
ARTICLE XXXI	HEALTH AND SAFETY/MISCELLANEOUS	Pg 51
ARTICLE XXXII	PHYSICAL FITNESS	Pg 54
ARTICLE XXXIII	INJURY LEAVE	Pg 56
ARTICLE XXXIV	UNION SECURITY & AGENCY SHOP	Pg 56
ARTICLE XXXV	SUBSTANCE ABUSE	Pg 57
ARTICLE XXXVI	DURATION	Pg 63
APPENDIX A	SALARY SCHEDULE SUMMARY	Pg 65
APPENDIX B	LIFE INSURANCE BENEFITS SUMMARY	
APPENDIX C	DENTAL INSURANCE SUMMARY	
APPENDIX D	HEALTH INSURANCE (POS) SUMMARY	
APPENDIX E	HEALTH INSURANCE (OAP) SUMMARY	

**AGREEMENT**

between

**THE CITY OF MIDDLETOWN, CONNECTICUT**

-and-

**LOCAL #1073, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, A.F.L.-C.I.O**

**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 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** 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.

**SECTION 3** The bargaining unit shall consist of all uniformed and investigatory employees, including probationary employees, of the 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 RIGHTS**

**SECTION 1** Except as specifically abridged or modified by any provision of this agreement, the City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing including, but not limited to, the following:

- A) determine the standards of service to be offered by the 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.

**ARTICLE III**  
**DUES CHECK OFF**

**SECTION 1** The City agrees to deduct from the pay of all employees covered by this agreement, who authorize such deductions from their wages in writing, such membership dues, initiation fees and assessments as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for pension and other deductions required by law, union dues for such deduction periods shall be deducted in the first (1<sup>st</sup>) due's deduction pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) calendar days after the date deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the City.

**SECTION 2** The Union dues and initiation fees and deductions for any month shall be made during the second (2<sup>nd</sup>) payroll week of each month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, as soon as practical but not later than the last day of the same month. In the event of a mutual extension of the contract, it is agreed that the above deduction procedure would continue until the signing of a subsequent contract.

**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.

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

**SECTION 1** The City shall give to each present employee, and to each new employee when he/she is hired, a copy of this contract. 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 Personnel Director who will use his/her best efforts to settle the dispute and give his/her answer within twenty (20) calendar days of such statement of facts.

**Step 3** When a party is still aggrieved with the answer received from the City, such party and his/her Union Representative may submit the grievance matter to arbitration by the State Board of Mediation and Arbitration for the purpose of reviewing the City's answer. However, such matter shall be submitted to said Board within twenty (20) calendar days following receipt of the City's decision, and the decision of the Board of Mediation and Arbitration shall be final and

binding upon all parties. Disciplinary matters involving suspension of ten (10) days or more, dismissals and the following specific terminations must be submitted to the American Arbitration Association:

- A) Where the employee has been terminated but has vested in the City's pension system, pursuant to Article XVI Pension, Section 2 of this Agreement but now faces forfeiture of the pension as the result of his/her termination from employment in accordance with Section 7 of that same Article; and/or
- B) Where the employee is eligible for health insurance benefits upon retirement as outlined in Article XVII Insurance, Section 5 of this Agreement and now faces forfeiture of those health insurance benefits as the result of his/her termination in accordance with Article XVII, Insurance, Section 10 of this Agreement; and/or
- C) Where the employee has accumulated sick time pursuant to Article XI Sick Leave, Section 2 and now faces forfeiture of that accumulated sick time as a result of his/her termination from employment in accordance with said Article XI Sick Leave, Section 2 of this Agreement. The Arbitrator, in these specific instances, will have the authority pursuant to the terms of this Agreement, to decide not only if there was just cause for the termination but if the just cause was sufficient to deprive the employee of the pension benefits, health benefits or sick time accrual for which the employee was eligible under the terms of this Agreement.

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

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

- A) The City used reasonable progressive discipline.
- B) It is decided by an Arbitrator, pursuant to Article V, Grievance Procedure, Section 3, Step 3, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits. All appeals must be allowed prior to termination of benefits.

- C) The City proves by a preponderance of the evidence that the pension, health care benefits, life insurance benefits, and/or accumulated sick time benefits are subject to forfeiture resulting from an employee who is convicted, (which conviction has been upheld through the judicial appeal process), of a criminal felony arising out of wanton and willful on-duty conduct. If all the above steps have been seen through their entirety and the employee has lost their rights to any pension benefits then said employee shall be entitled to all funds said employee paid into the pension fund with any and all interest paid on these funds. Insurance through COBRA will be offered solely to the former employee's spouse and dependent children.
- D) Vacation time that is due to terminated employee shall be paid in full.
- E) An employee who applies for and is granted Accelerated Rehabilitation shall still be subject to forfeiture of benefits pursuant to Article XVI Pension, Section 7, Article XVII Insurance Section 10, and Article XI Sick Leave, Section 2 of this agreement if the charges against said employee meet felony status as defined by state statute.

**SECTION 4** Any grievance not filed through the above-outlined grievance procedure shall be deemed waived. If at any step in the grievance procedure the Department or the City fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step unless time is extended by mutual consent in writing.

**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 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. With prior approval of the Chief or his/her designee, up to three (3) weeks may be requested as a flex week, one (1) week at a time, during any one (1) fiscal year. The flex time option will be allowed provided that only one (1) person per division is on the flex time schedule at a time. This option shall at all times be subject to the needs of the department.
  
- B) By mutual agreement between the Chief and an employee, for the purposes of training or fire prevention programs, the flex time option may be used for department functions. Time periods where the flex time option is used in this manner shall not count against the maximum allowable of three (3) personal requests per fiscal year. For the purpose of training or fire prevention, employees eligible for flex schedule work weeks and the Chief, in order to meet such training or fire prevention needs, may mutually agree to additional weeks of flex schedule beyond the aforementioned three (3) weeks.
  
- 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 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 the Fire Chief are required to respond to the fire station and place themselves at the disposal of the officer in charge. For the purpose of clarification, the callback of two (2) platoons shall be known as a “special call.” The Assistant Chief shall also respond on all “special calls.”

- A) The incident commander shall determine how many personnel are needed from the Fire Prevention Bureau.
- B) A second (2<sup>nd</sup>) alarm shall call all off-duty personnel to the scene of the emergency.
- C) Employees dispatched with any fire equipment and/or fire apparatus outside the City of Middletown 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 manpower as provided in Article XXX will be maintained. The City shall have the right to investigate an emergency response situation in another district within the City before calling back additional personnel.
- D) Whenever a mutual aid company responds on its own for an emergency call or for standby in the central district, 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 central district 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 district 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 training; 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 the rate of one-quarter (1/4) of a tour or one-half (1/2) of a shift for every six (6) hours worked.

- C) Upon termination, 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 DAY SHIFT PERSONNEL, CEU TIME**

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 eight (8) hours of compensation time for each seven (7) day period that he/she is on call for investigations and code enforcement.
- B) Each member who is on call shall have the personal use of a City vehicle assigned during the subject to 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 compensation time when called back for fire investigations with a minimum of two (2) hours pay, or, when called back for code enforcement and fire watches with a minimum of four (4) hours pay and for any time actually worked beyond the minimum call-back hours.
- D) The usage of accumulated compensation time shall be deducted on an hour for hour basis from the records of this maintained by the Deputy Chief. Compensation time shall be accumulated to maximum of eighty-four (84) hours. In the event that the maximum accumulated hours has been reached, all future compensation time shall be paid as overtime pay. If staffing in the Fire Marshal's Office falls below four (4) personnel, then the maximum accumulated hours will increase to one-hundred and twenty (120) hours.
- E) The members of the Fire Marshal's office and the Training Division shall earn compensation time for attendance at schools at the rate of one half (1/2) day of compensation for every four and one quarter (4.25) hours of training.

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

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

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

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

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

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

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

ranks, such overtime shall be worked by firefighters. If no firefighters are available for the overtime work scheduled for such ranks, such overtime shall be worked by officers.

**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 three (3) department overtime group lists;

1. Regular Call Overtime Group List
2. Special Call with Advanced Notice Overtime Group List
3. Emergency Call-Back Overtime Group List (for use only when an entire shift is not needed to respond back)

Overtime for personnel on special assignment with advanced notice and emergency call-back shall be performed by the appropriate personnel on the off duty shifts. 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).

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

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

**SECTION 6** An employee selected for overtime from the rotational list may refuse an overtime assignment without losing status on the rotation list. With the exception of long-term emergencies, local states of emergency, natural disaster or staffing emergencies, at

no such time shall an employee be eligible to work more than thirty-eight (38) hours straight. After an employee reaches thirty-eight (38) hours of continuous time of shift work, the employee shall not be eligible for overtime until the employee has had eight (8) hours off as a rest period.

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. 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. Or other extenuating circumstances as approved by the Chief and/or the Deputy Chief.

**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 is available to work an overtime shift, a “senior qualified” firefighter (as determined by Article XXVI Acting Assignments) shall be hired from the departmental overtime list.

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

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

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

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

**SECTION 1** Officers of the local and members of the bargaining unit, as designated in writing by the Union, shall be granted leave from duty with full pay for union business, such as attending labor conventions and union educational conferences, provided that the total leave granted under this provision shall not exceed, in the aggregate, fourteen (14) shifts, either ten (10) hour day shifts or fourteen (14) hour night shifts, in any fiscal year. The Union agrees to give the Director of Personnel and the Fire Chief a written list of the persons attending and provide the dates and locations of such conventions, seminars, and meetings. Coverage for such leave is governed by Article XXX.

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

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

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

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

**ARTICLE IX**  
**HOLIDAYS**

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

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

New Years 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 on either 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 employees must work the holiday to be entitled to the holiday benefit, i.e. an additional eight and four-tenths (8.4) hours of pay. Staff personnel can continue their regularly assigned duties pending emergency call.

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

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

**SECTION 2** Separate vacation schedules shall be posted for officers, firefighters, and for day employees who are specifically Administration Personnel. All lists will be posted by platoon and according to departmental seniority, with all the eligible employees making their vacation choices in the order of their standing on such list and in two (2) consecutive week blocks. When all employees in each list have chosen their first (1<sup>st</sup>) vacation unit, all remaining weeks of vacation eligibility will be chosen in like manner until all those eligible to choose up to four (4) weeks of vacation leave have made their

selection, and then all remaining weeks of vacation leave will be taken in like manner. Such lists will be posted by February 1 of that year with the effective date for computing seniority on said lists being February 1 of that year. Such vacation choices will be made prior to May 1 of that year for the first (1<sup>st</sup>) round of choices; and by June 1 of that year for the second (2<sup>nd</sup>) round; and by June 15 of that year for the third (3<sup>rd</sup>) round of choice. Employees who fail to make choices by the above dates must accept vacation dates designated by the Fire Chief and/or Deputy Fire Chief. No employees may choose more than two (2) weeks of vacation leave until all other employees who are eligible to receive two (2) weeks of vacation leave have chosen same. No employee will choose more than four (4) weeks of vacation leave until all employees who are eligible to receive three (3) or four (4) weeks vacation leave have chosen same. There will be four (4) lists, by platoon, for all firefighters and two (2) firefighters from each platoon will be eligible for vacation leave during each two (2) week period. One (1) Officer from each platoon will be eligible for vacation leave during each two (2) week period. In a similar manner, one (1) employee from the Fire Prevention Bureau, one (1) employee from the Training Division and one (1) employee from the Alarms Division will be eligible for vacation leave during each two (2) week period.

**SECTION 3** Special vacations must be requested in writing and may be approved by the Chief.

**SECTION 4** Each employee who enters the employ of the City within six (6) months prior to the beginning of a fiscal year and who continues to be employed shall be granted vacation leave with pay in the amount of one (1) day for each month worked in the fiscal year. In each fiscal year, any employee who has six (6) months or more of continuous service shall receive two (2) weeks of vacation leave with pay. Any employee with three (3) or more years but less than ten (10) years of such service shall receive three (3) weeks of vacation leave with pay. Any employee with ten (10) years but less than twenty-one (21) years of such service shall receive four (4) weeks of vacation leave with pay. Any employee with twenty-one (21) years of service will receive one (1) additional day of vacation leave with pay for each year of service thereafter up to a maximum of five (5) weeks of vacation leave with pay after twenty-five (25) years of service. An employee may request a vacation day for a day shift, 7:30 a.m. to 5:30 p.m.; a night shift, 5:30 p.m. to 7:30 a.m.; or a tour of duty with the understanding that each shift shall represent the use of one (1) vacation day. A tour of duty, ten (10) hour day shift followed by a fourteen (14) hour night shift, shall represent the use of two (2) vacation days.

**SECTION 5** Any employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) week of vacation pay for each week of such leave. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her designated beneficiary or, if none, the employee's estate shall receive vacation pay on the same basis as that which the employee is entitled for vacation leave due him/her at the time of retirement.

**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.

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

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

**SECTION 2** Each employee at the time of his/her retirement shall receive, on the basis of such employee's salary at the time of his/her retirement, one half (1/2) of a day's pay for each day of unused accumulated sick leave which such employee has at the time of his/her retirement up to a maximum of one-hundred (100) days pay. If such an employee should die and he/she is not survived by a widow/widower, such pay for unused sick leave shall be paid to his/her designated beneficiary or if none to his/her estate.

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 a ccommodation made for recognized disabilities under law, such as the Americans with Disabilities Act (ADA).
- F) Sick time donated to an established City "Sick Time Bank".

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

- A) The use of three (3) tours (six (6) shifts) in one (1) six (6) month period (fiscal or calendar year). This benchmark will prompt a letter from the administration alerting the employee and the Union to his/her status in regards to sick time.
- B) The use of four (4) tours (eight (8) shifts) in the same six (6) month period (fiscal or calendar year). This benchmark will start the progressive discipline system. This benchmark will require a consultation between the administration, the employee and the Union. If the employee refrains from the use of unexcused sick time for a six (6) month period, no further action will be taken.
- C) The use of five (5) tours (ten (10) shifts) in the same six (6) month period (fiscal or calendar year). This benchmark will prompt a documented verbal warning to be delivered to the employee in the presence of a Union representative. This benchmark will also require the employee to supply a doctor's note prior to his/her return to work for each occurrence for one (1) full year.
- D) Each additional day of unexcused sick time will advance the progressive discipline system.

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

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

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

**SECTION 10** When an employee finds it necessary to use sick leave, he/she shall report the reason for needing sick leave to the department's designee at least one (1) hour before the scheduled reporting time. Sick leave shall not be granted unless such a report has

been made, except where sufficiently extenuating circumstances, in the opinion of the Fire Chief or Deputy Fire Chief, exist. Also, employees will alert the department at least five (5) hours prior to return to duty.

**SECTION 11** Any employee who is out longer than one (1) week must consult with the Personnel Department before filling out Family Medical Leave Act (FMLA) paperwork. FMLA covers the employee, the employee's spouse, dependent child or any relative domiciled in the household. The only exception to this rule is if an employee is out on Worker's Compensation.

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

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

**SECTION 14**

- A) Section 7 of this Article will be implemented exactly six (6) months after the signing of this contract.
  
- B) Within six (6) months of the signing of this contract the Union will submit a proposed policy to the Chief and the Personnel Director on the establishment and implementation of a "Sick Time Bank". This proposed policy shall include (but is not limited to) the following:
  - 1. Guidelines for setting up a Sick Time Bank for employees who have an extraordinary medical problem and have exhausted all of their own personal sick time.
  - 2. Guidelines for how sick time would be donated from employee to employee.
  - 3. A policy on how the Sick Time Bank will be maintained.
  - 4. Limitations on the use of the Sick Time Bank.

The proposed policy will be reviewed by the City. Any language within the proposed policy that conflicts with contractual provisions or written City Policy shall be discussed between the City and the Union, with appropriate revisions made by the Union and resubmitted to the City. The proposed policy shall then be put in the form of a Memorandum of Understanding and signed by the City and the Union.

**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 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 arranging or attending a funeral may be granted to an employee who has a death in the family.

The Chief (and or his/her designee) and/or Personnel Director has the right to extend funeral leave time, when the contractual allotted time is deemed not sufficient.

**SECTION 2** Immediate family is defined, for the purpose of this Article to be father, mother, sister, brother, wife, husband, 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, partner to a civil union as defined in P.A. No. 05-10, as amended, and those in foster care within the employee's household, or any relatives domiciled within the employee's household.

**SECTION 3** 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 4** 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 5** 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 6** 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's 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 7** Employees who are expectant mothers shall report to the Chief as soon as there is medical verification of pregnancy, or no later than the fourth (4<sup>th</sup>) month of pregnancy, whichever is the earlier date. The personal physician of the expectant mother shall determine if the employee has any physical limitations as a result of the pregnancy, and this information shall be forwarded to the Fire Chief. Thereafter, the Fire Chief shall be notified by the employee and/or her physician to determine if additional physical limitations have been brought about by the pregnancy. A review of the employee's work assignments shall be made by the Fire Chief to determine the appropriateness of the firefighter to continue her present assignment. Pregnant employees, upon presentation of a doctor's note indicating that the employee is unable to perform her essential job duties, will be assigned administrative duties until the physician determines that the employee must leave work for childbearing purposes. Such leave shall be unpaid, except employees shall have access to accrued paid leave (personal, sick or vacation) during the period of disability.

**SECTION 8**

- A) An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §1601, *et seq.*, shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave must be exhausted first (1<sup>st</sup>) in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the City shall be required for FMLA leave situations. The parties agree to comply with the FMLA as amended from time to time.
- B) An employee on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.
- C) 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 City Personnel Director to the Mayor for approval.

**SECTION 2** During the period of leave without pay, except for military 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.

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

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

**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 and the Employee shall cost share the telephone pagers at eighty-percent (80%) - City and twenty-percent (20%) - Employee.

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

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

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

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

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

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

considerations, discharge employees from emergency callback prior to providing the meals listed above.

## **ARTICLE XVI** **PENSION**

**SECTION 1** The present pension plan, known as “An Ordinance Concerning Pension and Other Benefits for Employees of the City of Middletown” shall remain in effect except that it has been agreed to change the present provision that no pension payable to a member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City shall be less than one-half (1/2) the annual rate of pay received by the disabled employee at the time of disability, to read “shall not be less than two-thirds (2/3) the annual rate of pay”. The above notwithstanding the maximum pension for a bargaining unit member on account of being totally and permanently disabled during the performance of essential duties pertaining to employment by the City, shall not exceed seventy percent (70%), (except for employees who qualify for Article XVII Insurance, Section 5(B), Option 2, which shall not exceed eighty percent (80%) of the average annual pay received during the five (5) consecutive highest years of service.

**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 employee’s four (4) highest years out of the employee’s last five (5) years of earnings.

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 seventy percent (70%) and shall be eligible for retirement after twenty (20) years of credited service. However, those members of the bargaining unit, who will or elect to receive health benefits in accordance with Article XVII, Section 5 (B) of this Agreement, shall receive a pension based upon two and one-half percent (2 ½%) per year of service to a maximum of eighty percent (80%) and shall be eligible for retirement after twenty (20) years of credited service. Such pension shall be subject to annual cost of living adjustments in accordance with Section 74-47B of the Middletown Code of Ordinances, as amended on January 3, 2000. Any changes to the current language of that section, which affect the cost of living adjustment for members shall be subject to collective bargaining before the change(s) become(s) effective.

**SECTION 4** Members of the Union who have performed active service in the City of Middletown under the provisions of the Comprehensive Employment and Training Act (CETA) or Emergency Employment Act (EEA) will be afforded an opportunity to acquire up to two (2) years, for pension purposes, of time actually served. Members will be required to pay a small actuarial fee to determine the individual cost of each year of service credit applied for. Upon the determination of the cost of each year of service, the

member may obtain service credit by paying to the City an amount equivalent to one hundred percent (100%) of the cost which is determined by the actuary.

**SECTION 5** The City will make available to employees, pursuant to Internal Revenue Services Code Section 414(h)(2), the opportunity for each member to defer, for federal income tax purposes, income received during the calendar year in an amount equal to the employee's contribution to the pension program.

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

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

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

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

**SECTION 8** Actuarial Reports

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

**SECTION 9** Survivorship Benefits

- A) In the event of the death of any male or female member of the retirement system, subsequent to the effective date of his or her retirement in accordance with the provisions of this article, and provided such member

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

- B) In the event of the death of any male or female member of the retirement system while still in the employ of the City prior to the effective date of his or her retirement, and provided such member shall have completed at least ten (10) years of service as an employee of the City of Middletown, the Retirement Board shall pay to the spouse of such member until death or remarriage, whichever shall first (1<sup>st</sup>) occur, an annual pension equal to twenty-five percent (25%) of the average annual pay of the deceased member received during the five (5) consecutive highest paid years of his or her service, provided that, in case of the death of such member on or after July 1, 1971, such annual pension shall be computed as one-percent (1%) of such average annual pay multiplied by the number of years of his or her service, but in no event less than twenty-five-percent (25%) of such average annual pay. To receive such pension benefits, the spouse must have been married to the deceased member for at least three (3) years before his or her death. If the deceased member leaves no spouse, or if the spouse dies or remarries, the Retirement Board shall pay such annual pension to the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday.
- C) All survivors' benefit payments shall become due and payable to the person or persons entitled thereto commencing on the last day of the calendar month immediately following the member's death.
- D) If it shall be shown to the satisfaction of the Retirement Board that a male or female member was killed while in the actual performance of duties pertaining to employment by the City of Middletown, or died from the proximate effects of any injury received while in the actual performance of such duties, the Board shall pay to the spouse to whom such member was married as of the date of such injury, until death or remarriage, whichever shall first occur, an annual pension equal to fifty-percent (50%) of such member's annual rate of basic pay as of the date of such injury. If the deceased member leaves no spouse, or if the spouse dies or remarries,

the right to receive payments shall vest in the then living children of the deceased member, if any, share and share alike, provided no payment shall be made to any child after the attainment of his/her eighteenth (18<sup>th</sup>) birthday. Payment under this section shall be in lieu of any benefit to which the spouse or children of a deceased member would otherwise have been entitled under this article.

#### **SECTION 10 Early Retirement Incentive Program (ERIP)**

One hundred and twenty (120) days after legal ratification of the Collective Bargaining Agreement between the City and Local #1073, employees who have at least twenty (20) years of service may opt to retire from city service under the terms and conditions of the prior Collective Bargaining Agreement dated July 1, 2000 through June 30, 2005. Employees who opt to retire under this incentive must leave city service within thirty (30) days of notification. After the expiration of the one hundred and twenty (120) day window, this Section of the Contract shall be sunset.

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

**SECTION 1** The following health insurance, IRS 125 plan, dental insurance, prescription coverage and life insurance, shall be made available to members of the bargaining unit, their spouses, and their eligible dependents (to age 25) according to their enrollment based upon the provisions set forth below:

The bargaining unit member shall, at the time of hire and/or during the City's annual open enrollment period (or at other times in the case of a qualifying event for the bargaining unit member) elect to enroll him/herself and his/her eligible dependents in either one (1) of the two (2) medical benefits plans (including prescription drug), dental and life as follows:

- A) A Point-of-Service (POS) Medical Plan, as described in Appendix Health Insurance (POS) summary, attached hereto and made a part hereof. This plan also includes a prescription drug benefit, as described in Appendix Health Insurance (POS) summary.
- B) An Open Access Plus (OAP) Medical Plan, as described in Appendix Health Insurance (OAP) summary, attached hereto and made a part hereof. This plan also includes a prescription drug benefit, as described in Appendix Health Insurance (OAP) summary.
- C) A Dental Plan as described in Appendix Dental Insurance summary, attached hereto and made a part hereof.

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

- A) The health insurance described in Section 1 of this Article and the premiums for the health and dental insurance coverage shall be paid for by the City, except as otherwise provided for in this Article.
  
- B) Effective July 1, 2007, all members of the Union will be required to pay ten percent (10%) of the total actual premium cost for the insurance plan and class of coverage in which they are enrolled. Plan design, premium cost-sharing, deductibles, and co-payments to go into effect July 1, 2008 or upon legal ratification of this contract, which ever is later. Annually during the term of this Agreement, the percentages that all members of the Union will be required to pay will increase as follows:
  - Effective July 1, 2008 to eleven percent (11%)
  - Effective July 1, 2009 to twelve percent (12%)
  - Effective July 1, 2010 to thirteen percent (13%)
  - Effective July 1, 2011 to fourteen percent (14%)
  
- C) In the event the benefits referenced in Section 1(A), 1(B) and 1(C) of this Article are changed by the insurance company, and said changes are other than minor administrative revisions and updating, or as required by law, the City agrees to negotiate said changes with Local #1073 IAFF.

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

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

**SECTION 4**

- A) The City shall implement a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a

medical spending account which may be utilized by bargaining unit employees in connection with their deductible and co-payment amounts listed in Sections 1(A), 1(B) and 1(C) of this Article and also will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums under Section 2 of this Article for those employees who complete and sign the appropriate wage deduction form. At the beginning of each calendar year the City will attach a letter and form to employee pay stubs informing them of the open enrollment dates and deadlines. Each employee shall fill out the City provided form and return within two (2) weeks of employee receiving said notice. Enhancement to Section 125 to include dependent care, with implementation date of January 2009.

- B) Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan in Section 4(A).
- C) The City and Union agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining Agreement and the carrier's insurance plan.

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

- A) Option 1: For those current active employees, including eligible dependants, who are members of the bargaining unit as of July 1, 2007, or upon legal ratification of this contract, and who, within one hundred twenty (120) days of the ratification and implementation of this Agreement, elect to, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees; shall be provided said coverage, with limitations and payments as may be amended from time to time. The premium cost-share obligation for the retiree shall escalate to no more than one-half-of-one-percent (0.5%) per year. The retiree escalation will only occur in the years where the active Union members' cost-share escalates. The maximum cost share obligation will be twenty-percent (20%) overall for life. Deductibles and co-payments for the retiree will be the same as applied to active employees as may be amended from time to time under Section 2 of this Article. Current active employees, who select Section 5 (A), will have up to a twenty percent (20%) maximum premium cost share for life. 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 dependants 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. Members who select this option shall be entitled to a pension benefits enhancement after twenty (20) years of service with maximum pension not to exceed seventy-percent (70%) of annual pay, as defined under Article XVI of this Agreement.

- B) Option 2: For those current active employees, including eligible dependants, who are members of the bargaining unit as of July 1, 2007, or upon legal ratification of this contract, and who, within one hundred and twenty (120) days of the ratification and implementation of the Agreement, elect to, 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%)

Current members who select this option shall be entitled to a pension benefits enhancement after twenty (20) years of service with maximum pension not to exceed eighty percent (80%) of annual pay, as defined under Article XVI of this Agreement.

- C) Active current employees who are members of the bargaining unit as of July 1, 2007 may voluntarily elect, within one hundred twenty (120) days of the ratification and implementation of this Agreement, to receive health insurance benefits according to the cost share schedule described in subsection (B) above. However, in the event that employee is later diagnosed with a legitimate life threatening or debilitating illness, which is medically verified by employee's primary care physician, causing that employee to immediately retire, that employee can elect to revert back to the health insurance coverage and pension calculation as stated in Article XVI afforded retirees under subsection (A) of this Section.

- D) For those employees eligible to select the retirement benefits afforded under subsections (A) or (B) of this Section and who fail to do so within the one hundred twenty (120) day window, the employee will receive the retirement health benefits afforded under this subsection (B), which shall not be grievable.
- E) For all new members to the bargaining unit hired after the date of this Agreement or upon legal ratification of this contract, with the exception of those employees, who by promotion become members of the bargaining unit, addressed in subsection (F) below, upon retirement shall be eligible for health insurance benefits as long as the employee has had at least fifteen (15) years of continuous City service in accordance with the cost share schedule described under subsection (B) of this Section.
- F) For those City employees, who, by promotion, become members of this bargaining unit and who have more than ten (10) years of City service at the time of promotion, they shall be eligible to elect, within one hundred twenty (120) days of the appointment, either to receive the health insurance benefits in accordance with the premium cost sharing options offered under either subsection (A) or (B) of this Section. Failure to do so will cause the promoted employee to receive the retirement health benefits and applicable pension afforded to retirees under subsection (B) of this Section, which shall not be grievable.
- G) GASB CHANGE CLAUSE If at any point the State of CT does not adopt or use the accounting practices of the GASB 45, the City and or Union shall notify the other party of this change in writing. Also all employees affected by this change will receive a letter attached to their pay stub informing them of the change. The Union may also inform the City of any changes in the GASB that will affect its Union body.

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

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

would be considered a qualifying event, in accordance with the federal COBRA law, then the City shall allow the member to enroll or reenroll for coverage within-effective the thirty (30) days of the qualifying event.

**SECTION 8** Any pensioner who is gainfully employed in a capacity where he/she is provided group insurance benefits that are equivalent (as defined in Section 3 of this Article) to those health insurance benefits provided to the pensioner by the City at the determination by the City's Risk Manager, shall, within thirty (30) days, notify the City that he/she no longer needs to be covered or begin to contribute on a monthly basis. If such determination is made, the Risk Manager shall notify the employee, via registered, return receipt mail. The employee shall begin to contribute the cost share of twenty percent (20%) of the cost of the health insurance premiums charged by the carrier(s) to the City of Middletown, or such higher percentage as is determined in accordance with Option 1 or Option 2 set forth in Section 5 above, whichever may apply to the pensioner in question. In the event of a benefit dispute a third (3<sup>rd</sup>) party appeal thru the Office of Insurance Commissioner and/or a mutually agreed upon third party shall be afforded. The City of Middletown agrees to pay only administrative hearing costs associated with such appeal.

**SECTION 9**

- A) Each active employee employed as a member of the bargaining unit effective July 1, 2007 or upon legal ratification of this contract 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 1, 2007 or upon legal ratification of this contract 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 1, 2007 or upon legal ratification of this contract 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 1, 2007 or after legal ratification of this contract 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.

**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, marital status, race, color, religion, creed, national origin, political affiliation, qualified handicap, sexual preference or Union Membership.

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

**ARTICLE XIX**  
**LONGEVITY**

**SECTION 1** Longevity shall be considered as added compensation to employees for continued and faithful service to the City. Longevity payments shall not affect the annual pay rate to which an employee is entitled. Longevity payments shall be included in the employee's total earnings for the purpose of determining his/her pension benefits.

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

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

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

**ARTICLE XX**  
**SENIORITY**

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

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

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

**SECTION 4** Employees laid off because of lack of funds shall, in order of their seniority, be given first (1<sup>st</sup>) chance within two (2) years for reclassification for which they are qualified.

**SECTION 5** Notice of open competitive examinations, City-wide promotional examinations, departmental promotional examinations shall be given to the Union by forwarding notices of said examination to the Secretary of the Union at least ten (10) days prior to the closing date of said examination in said department.

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

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

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

**SECTION 1 TEAM GUIDELINES**

- A) The following are minimum personnel numbers that must be maintained in order for a team (as referred to in this Article) to remain active;
1. Dive Team – eight (8) divers and six (6) line tenders, for a total of fourteen (14) total members.
  2. Hazardous Materials Team – twenty (20) total members.
  3. Technical Rope Rescue Team – sixteen (16) total members.
  4. Emergency Medical Services Instructor Team – six (6) total members; two (2) EMS Instructors and four (4) CPR Instructors (who may also be certified as EMS Instructors).
  5. Marine Operational Team - twelve (12) total members.
  6. Honor Guard Team – five (5) total members.
- B) The Chief of the Department retains the right to set a maximum number of team members, as long as that total number of team members is greater than the minimum requirements to maintain an active team as set up in subsection 1(A) of this section. Officer rank and then seniority will be the deciding factor as to who is eligible to remain on a team if this clause is utilized and team membership is restricted by the Chief of the Department.
- C) All team membership will be on a voluntary basis.
- D) All time that any member of the Union spends completing training to become a member in any Technical Rescue and Specialty Team; as well as required training to maintain membership in any Technical Rescue and Specialty team shall be compensated by receiving one-half (1/2) day of compensatory time for every six (6) hours of time spent training and preparing for training.

- E) Any training that any member of any of the Technical Rescue and Specialty Teams listed in this section provides to the members of the Middletown Fire Department shall be compensated at compensatory time.

Team members who have completed training and certification may assist in (and be compensated for) training drills. The members of these teams will be compensated at the rate of compensatory time.

- F) All instruction and drills will be coordinated through the specific team leader in coordination with the training and safety officer.
- G) The Chief (or his/her designee) shall periodically evaluate the operating procedures and make such changes as he/she deems necessary to improve the efficiency and effectiveness of the Technical Rescue and Specialty Teams.
- H) The City shall provide a hard copy of the logistical plans for how the Technical Rope Rescue Team and the Hazardous Materials Team will be created, implemented and operated. The City and the Union agree, upon ratification of this Agreement to establish a Labor Management Committee to develop a logistical plan for implementation. All costs that are incurred in regards to implementing, operating, training, certifications, and re-certifications will be paid for by the City.
- I) All overtime lists shall be set up to reflect any and all specialty team membership for all members of the department. All overtime will be hired off the already established overtime lists. Any and all hiring procedures for the specialty teams will be set up through the collective bargaining process and be written in the form of Memoranda of Understanding and shall be signed off on by the City and the Union, before they are put into practice.
- J) Due to the extreme and urgent emergency nature of multiple alarm assignments (2<sup>nd</sup>, 3<sup>rd</sup> Alarms etc...) all eligible personnel are permitted to return to work to help fill the assignment, regardless if they are currently scheduled for vacation leave, personal leave, earned time leave, or CEU leave time.
- K) The Chief or Deputy Chief may authorize stipends to individuals who were unable to meet all aspects of the training and hourly requirements due to unforeseen medical circumstances. The Chief's or Deputy Chief's decision is final and not subject to the grievance procedure or any other labor action.

## **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 costs for initial 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.
- B) All dive team members and support personnel will be eligible for compensatory time for training activities.
- C) When the dive team is activated, placed in a stand-by mode or cancelled while en-route to an incident, all members will be eligible for two (2) hours of compensatory time when responding within the boundaries of the City of Middletown. If the dive team deploys or is placed on stand-by for an excess of thirty (30) minutes, all dive team members will be compensated at one-and-one-half (1.5) times their rate of pay. Any dive team activation for emergencies outside the City of Middletown shall be compensated by the overtime provisions of this collective bargaining agreement.
- D) Divers will be eligible for an annual stipend of one-thousand dollars (\$1,000.00) if the following criteria are met:
  - 1. Each diver must attend six (6) dive training sessions in a calendar year.
  - 2. Each diver must attend one (1) pool session at the beginning of each season.
  - 3. All training must meet or exceed a total of thirty-two (32) hours of training. Active dive incidents (rescue or recovery) will not count towards training hours or dive sessions.
  - 4. All aspects of the training and hourly requirements must be met to allow an employee to be eligible for a stipend. If the

minimum requirements are not met, the employee shall forfeit the stipend.

5. Eligibility for stipend will begin in the 2008 calendar year with payment of stipend on or about January 1, 2009.
- E) Tenders will be eligible for an annual stipend of five-hundred dollars (\$500.00) if the following criteria are met:
1. Each tender must attend six (6) dive training sessions in a calendar year.
  2. All training must meet or exceed a total of thirty-two (32) hours of training. Active dive incidents (rescue or recovery) will not count towards training hours or dive sessions.
  3. All aspects of the training and hourly requirements must be met to allow an employee to be eligible for a stipend. If the minimum requirements are not met, the employee shall forfeit the stipend.
  4. Eligibility for stipend will begin in the 2008 calendar year with payment of stipend to be paid on or about January 1, 2009.

### **SECTION 3 HAZARDOUS MATERIALS TEAM**

A Hazardous Material Technician level response team will be formed and functional within six (6) months of the signing of this contract. It will consist of the current HAZMAT techs as trained by the IAFF and/or Connecticut Fire Academy and will be open to other members of the department that can achieve certification to the NFPA 472 standards. The Union and the City agree that the minimum requirement will be twenty (20) Technicians, with the maximum at thirty (30). Any personnel wishing to join the team may do so, but will not receive the stipend once the maximum number is reached. If at any time personnel leave the team, the next eligible non-stipend member will be added to the team.

- A) Each technician will be required to conform to all OSHA and NFPA standards including, but not limited to training and medical testing. All arrangements associated with compliance shall be coordinated by and paid for by the City. The City agrees to pay for and arrange all initial and ongoing medical screening and testing which OSHA standards require. All test results will be in a pass or fail format, with all HIPAA (Health Insurance Portability and Accountability Act) requirements strictly adhered to. The medical documentation will be held by both the City, and

the individual members of the team. All training will be paid for and arranged by the City, including all OSHA and NFPA standards the City and Union agrees are required.

- B) When the HAZMAT team is activated, placed in a stand-by mode or cancelled while en-route to an incident, all members will be eligible for two (2) hours of compensatory time when responding within the boundaries of the City of Middletown. If the HAZMAT team deploys or is placed on stand-by for an excess of thirty (30) minutes, all HAZMAT team members will be compensated at one-and-one-half (1.5) times their rate of pay. Any HAZMAT team activation for emergencies outside the City of Middletown shall be compensated by the overtime provisions of this collective bargaining agreement.
- C) All costs and requirements for training are borne by the City for its HAZMAT team. The Union and City agree to meet annually in order to discuss any issues which may arise during initial activation.
- D) Compensation for team members will be in a stipend and hourly wage format. Each member will receive on or about July 1<sup>st</sup> of each fiscal year a stipend in the amount of fifteen-hundred dollars (\$1,500.00). Hazardous Materials Technicians will be eligible for an annual stipend if the following criteria are met:
  - 1. The City and Union agree that each team member must complete a minimum of thirty-two (32) hours annual training in order to be eligible for this stipend. This is a minimum mandatory requirement, and may be subject to change per NFPA and OSHA requirements.
  - 2. All OSHA and NFPA minimum requirements are fulfilled.
  - 3. All aspects of the training and hourly requirements must be met to allow an employee to be eligible for a stipend. If the minimum requirements are not met, the employee shall forfeit the stipend.
  - 4. Eligibility for stipend will begin in the 2009 calendar year with payment of stipend on or about January 1, 2010.

#### **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.

- B) All Technical Rope Rescue Team members will be eligible for compensatory time for training activities.
- C) When the Technical Rope Rescue Team (TRRT) is activated, placed in a stand-by mode or cancelled while en-route to an incident, all members will be eligible for two (2) hours of compensatory time when responding within the boundaries of the City of Middletown. If the TRRT deploys or is placed on stand-by for an excess of thirty (30) minutes, all TRRT members will be compensated at one-and-one-half (1.5) times their rate of pay. Any TRRT activation for emergencies outside the City of Middletown shall be compensated by the overtime provisions of this collective bargaining agreement.
- D) Technical Rope Rescue Team members will be eligible for an annual stipend of five-hundred dollars (\$500.00) if the following criteria are met:
  - 1. Each team member must attend four (4) technical rope training sessions in a calendar year.
  - 2. All training must meet or exceed a total of thirty-two (32) hours of training. Active emergency incidents (rescue or recovery) will not count towards training hours.
  - 3. All aspects of the training and hourly requirements must be met to allow an employee to be eligible for stipend. If the minimum requirements are not met, the employee shall forfeit the stipend.
  - 4. Eligibility for stipend will begin in the 2009 calendar year with payment of stipend on or about January 1, 2010.

**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) Emergency Medical Service Instructor Team members will be eligible for an annual stipend of two-hundred and fifty dollars (\$250.00) if the following criteria are met:
1. Each team member must maintain certification throughout the calendar year.
  2. All members must meet or exceed a total of thirty-two (32) hours of teaching and/or training time. Active emergency incidents will not count towards teaching and/or training hours.
  3. All aspects of the training and hourly requirements must be met to allow an employee to be eligible for stipend. If the minimum requirements are not met, the employee shall forfeit the stipend.
  4. Eligibility for stipend will begin in the 2011 calendar year with payment of stipend on or about January 1, 2012.

#### **SECTION 6 MARINE OPERATIONAL TEAM**

- A) All employees involved in the Marine Operational Team (MOT) operations shall receive annual training. All training costs involved with attaining and maintaining certification and team membership shall be borne by the City. It is the intent of the City to staff each shift with an adequate number of MOT members. In the event that a shift does not have a MOT member working, a MOT member shall be hired from the rotational overtime list in the vacant rank.
- B) All Marine Operational Team (MOT) members will be eligible for compensatory time for training activities.
- C) When the Marine Operational Team (MOT) is activated, placed in a stand-by mode or cancelled while en-route to an incident, all members will be eligible for two (2) hours of compensatory time when responding within the boundaries of the City of Middletown. If the team deploys or is placed on stand-by for an excess of thirty (30) minutes, all team members will be compensated at one-and-one-half (1.5) times their rate of pay. Any Marine Operational Team (MOT) activation for emergencies outside the City of Middletown shall be compensated by the overtime provisions of this collective bargaining agreement.
- D) Marine Operational Team (MOT) members will be eligible for an annual stipend of three-hundred dollars (\$300.00) if the following criteria are met:

1. Each team member must attend three (3) marine operation team training sessions in a calendar year.
2. All training must meet or exceed a total of twenty-four (24) hours of training. Active emergency incidents will not count towards training hours.
3. All aspects of the training and hourly requirements must be met to allow an employee to be eligible for a stipend. If the minimum requirements are not met, the employee shall forfeit the stipend.
4. Eligibility for stipend will begin in the 2010 calendar year with payment of stipend on or about January 1, 2011.

#### **SECTION 7 HONOR GUARD TEAM**

- A) There will be one (1) Commander and one (1) Co-Commander.
- 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) beginning July 1, 2008. These funds will only be disseminated by the Commander or his/her designee. The use of the budget will only be possible from the Chief or his/her designee through the use of the P.O. (Purchasing Order) system. Whatever money is left at the end of the fiscal year will be given back to the Chief and will be used at his/her discretion.
- 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 one-half (1/2) a day off for every six (6) hours of training or in-service time.
  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.

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

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

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

**SECTION 1** Whenever any person or organization is required to or shall seek the services of firefighting personnel for fire watch duty, such work will be assigned by the Chief of the Department to employees of the Fire Prevention Bureau who shall have the right of first (1<sup>st</sup>) refusal on all fire watch assignments relating to code enforcement from a rotational list established for the Bureau. Any unfilled assignments or non-code enforcement assignments will be made available to other employees off a special call list.

**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 four (4) 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 one-half (1/2) day of compensatory time for every six (6) hours of training.

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 class, unless the class location is within the City limits.
- F) Other than the foregoing, no other expenses shall be paid by the City.
- G) In cases where more than one (1) person requests permission to attend classes, selection will be on a first (1<sup>st</sup>) come, first (1<sup>st</sup>) serve basis. This paragraph does not apply to Connecticut State Fire Recruit School. The Chief, in his/her discretion, may cancel an approved class at any time prior to the start of the class. The Union hereby agrees to meet with the Chief to resolve scheduling conflicts.
- H) In circumstances where an employee elects to participate in activities associated with Firehawk, Adopt a Fire Fighter Program, programs pertaining to the Public Information Officer during his/her off-duty time, and if the employee receives advance approval by the Chief or his/her designee, compensatory time shall be awarded in accordance with Section

(A) above. Guidelines for the use of compensatory time will be in accordance with Article XXX of this Agreement. The Chief of the Department can choose other programs that would be beneficial to members of the Department. All programs attended by employees must be approved in writing by the Chief or Deputy Chief.

- I) The relevant provisions of this Article will apply to Alarm personnel assigned to the Fire Department, provided the courses are relevant to their field. However, no more than one (1) of the Alarms Division personnel may be absent at a time.

## **ARTICLE XXV**

### **WAGES**

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

**SECTION 2** The pay rates and pay ranges for job class in the bargaining unit of New Firefighter hired after July 1, 1997 shall spread step increases evenly throughout the step scales.

**SECTION 3** The pay rates and pay ranges for job classes in the bargaining unit, for the period of July 1, 2007 through June 30, 2008 are set forth in Appendix A, attached hereto and made a part hereof – three percent (3%) increase.

**SECTION 4** The pay rates and pay ranges for job classes in the bargaining unit, for the period of July 1, 2008 through June 30, 2009 are set forth in Appendix A, attached hereto and made a part hereof – three and one half percent (3.5%) increase.

**SECTION 5** The pay rates and pay ranges for job classes in the bargaining unit, for the period of July 1, 2009 through June 30, 2010 are set forth in Appendix A, attached hereto and made a part hereof – three and one half percent (3.5%) increase.

**SECTION 6** The pay rates and pay ranges for job classes in the bargaining unit, for the period of July 1, 2010 through June 30, 2011 are set forth in Appendix A, attached hereto and made a part hereof – three and three-quarters percent (3.75%) increase.

**SECTION 7** The pay rates and pay ranges for job classes in the bargaining unit, for the period of July 1, 2011 through June 30, 2012 are set forth in Appendix A, attached hereto and made a part hereof – four percent (4%) increase.

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

**SECTION 1** Whenever any firefighter is required to work in the classification of Fire Lieutenant, he/she shall be paid at a level at least one (1) step higher than he/she would be receiving as a regular firefighter excepting, however, that whenever any such firefighter is at maximum pay level, then he/she shall be paid at Step five (5) of the Salary Range of the Lieutenant's classification. All work performed herein shall be computed and paid on an hourly basis.

**SECTION 2** In the absence of the, Battalion Chief, the Lieutenant with the most time in grade shall work as an Acting Battalion Chief and shall receive Battalion Chief pay differential for the time worked in this capacity.

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

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

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

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

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

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

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

**SECTION 1** Effective with the implementation of this Agreement, all current members of the bargaining unit who have successfully completed sixty (60) credits but less than one hundred twenty (120) credits from colleges or universities, accredited by the following Regional Associations: (1) Middle States Association of Colleges and Schools; (2) New England Association of Schools and Colleges; (3) North Central Association of Colleges and Schools; (4) Northwest Association of Colleges and Schools; (5) Southern Association of Colleges and Schools; and (6) Western Association of Schools and Colleges, shall receive four hundred dollars (\$400.00) annually. All bargaining unit members who have successfully completed at least one hundred twenty (120) credits 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.

Those annual stipends for Fire Department Personnel shall only apply to those degree related courses in Fire Technology and Administration. For Alarms Division personnel, those annual stipends shall only apply to those degree related courses in Electronics Technology.

Bargaining unit members who successfully complete sufficient credits to qualify for the college incentive pay shall submit official transcripts to the Office of the Fire Chief and the college incentive pay shall be effective the pay period immediately following the submission and approval of such transcripts. For purposes of this Section, successfully completed means that an employee has received a passing grade for any credits taken.

**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	six hundred and fifty dollars (\$650.00)
For a Grade of B	five hundred and fifty dollars (\$550.00)
For a Grade of C	four hundred and fifty dollars (\$450.00)

**ARTICLE XXX**  
**MINIMUM MANPOWER**

**SECTION 1** Effective January 1, 2009 a minimum manpower 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 Middletown Fire Department. Whenever officer staffing drops below the aforesaid described minimum manpower level, assignments shall be made pursuant to Article XXVII, Section 1.

**SECTION 2** Whenever two (2) line firefighters are absent from duty due to training, vacation leave, or personal leave, no other line firefighter shall be allowed a personal leave during the aforesaid leave of absences, unless staffing is above minimum. In addition, no Union business leave (under the provisions of Article VIII, Section 1) will be permitted, unless the Union provides replacements by means of SWAP arrangements or agrees to pay for the overtime wages required to provide replacement firefighters. Any training or schooling held outside of the City will also be restricted (See Article XXIV, Section 4(G) except that this provision shall be waived (and Article XXIV, Section 4(G) shall not be exercised), for up to forty-two (42) man hours per contract year, on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis, to permit attending approved training even though overtime coverage is required. The Chief may however, grant a personal leave day in the case(s) of proven emergency. Additionally, one (1) line Officer shall be granted the same leave provisions as stated above. This policy does not include daytime personnel.

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

**SECTION 4** 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 work in the capacity of Acting Battalion Chief and shall receive Battalion Chief pay differential.

## **ARTICLE XXXI**

### **HEALTH AND SAFETY/MISCELLANEOUS**

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

**SECTION 2** Response Time:

- A) Only those employees living within a twelve (12) mile radius of City Hall will be eligible for emergency call back.

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

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

**SECTION 5** Emergency Medical Certification (E.M.T.). The Union and the City have determined it is in the best interests of the citizens of the City of Middletown that the Fire

Department provide first (1<sup>st</sup>) response medical coverage. Therefore, all current bargaining unit line personnel employees shall, as a condition of employment, be certified as Emergency Medical Technicians and shall maintain E.M.T. certification. The cost of recertification and certification courses shall be borne by the City.

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

**SECTION 7** The smoking regulations will fall under the direct control of the Fire Chief as 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 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. In his/her absence another certified officer shall be assigned in his/her

place. 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.

**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 slow down or any action against the City that would impede the proper functioning of City government at any time. The City agrees that it will not lock out any employees at any time.

**SECTION 14 (ORDINANCES, LAWS, POLICIES, AND PERSONNEL RULES)** The City and the Union shall recognize and adhere to all provisions of ordinances, state and federal laws and the Standard Operating Policies/Guidelines of the 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 have been a member of the Urban Search and Rescue Team (USAR) as of November 30, 2005 to the date of the signing of this agreement, will receive one hundred (100) hours of compensatory time at the rate of twenty-five (25) hours per calendar quarter. Each member of the USAR team is required to submit to the Deputy Fire Chief documentation including but not limited to the lesson title, hours worked and objectives of the training lesson in order to be eligible for this compensatory time. All members of the USAR team are required to use CEU (compensatory) time while attending training on duty and compensatory time may not be earned if the training was conducted on an on duty day. Approved leave will not be available for this training. If the USAR team is activated while members of the team are on duty, those members will be replaced and be allowed to leave once minimum manning is achieved. The Chief or Deputy Chief reserves the right to change any or all of the conditions and terms of the USAR Team in regards to this section with thirty (30) days prior written notice to the Union.

**SECTION 17 (RETENTION OF CAPTAIN'S POSITION)** The City and the Union recognize that the former position of Captain shall be retained as a position within the bargaining unit. If and/or when, the position of Captain is reinstated, both parties agree to bargain collectively on the inclusion.

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

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

- A) All employees of the 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 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, Personnel Director and Union a copy of the examination results. Within two (2) days after receiving the results of the exam, the Fire Department will confirm and/or notify employees failing the exam of their options. All exam results shall be in accordance with HIPAA (Health Insurance and Portability and Accountability Act) regulations.
- E) Employees may (at their own expense), utilize a physician of their own choosing. When they do so, they will be required to have the physician utilize the same examinations as set forth in the attached document. The employees shall submit to the Chief the attached Pass/Fail form. The City shall bear no expense for this initial medical examination given by the employee's physician.
- F) Every employee who has passed the medical examination, whether from their own physician or that physician utilized by the City, shall be able to be assigned to duties requiring the use of S.C.B.A. during that period of time as noted on the Pass/Fail examination form. The City shall notify the employee thirty (30) days prior to the expiration of the period of time covered by the previous physical examination.

- G) Any employee whose assigned duties require him/her to wear S.C.B.A. and who opts to avail himself/herself of the examination provided for by the City, and who subsequently was determined to have failed the examination in the opinion of the examining physician, will be reassigned for a period not to exceed five (5) days to administrative duties. During this time period, the employee will be allowed to seek the opinion of another physician of his/her choice at no expense to the City, and will be required to submit to the Chief of the Department the same form as used for the initial examination. Upon subsequent successful completion of a second (2<sup>nd</sup>) examination said employee may be returned to full duty.
- H) If any employee is unable to pass the examination or fails to submit a passing physical form to the Chief of the Department, then that employee shall be assigned temporarily to a position within the Fire Department where he/she shall not be required to wear a Self Contained Breathing Apparatus (S.C.B.A.).
- I) The City and the Union understand that these temporary assignments may cause a temporary increase in the number of positions in certain areas. However, these temporary assignments shall be for the purpose of allowing the employee to rehabilitate himself/herself to, in the shortest time possible, so that he/she may be reassigned to his/her previous assignment. It is incumbent upon the employee to structure a program with advice from either his/her physician and/or the City physician to rehabilitate himself/herself.
- J) The City shall make reasonable efforts to accommodate the employee in his/her efforts to rehabilitate himself/herself. Employees who are temporarily assigned shall continue to receive all rights and benefits of their rank while so assigned. These temporary assignments shall be for the purpose of this agreement only.
- K) If a "Pass" is received from an employee's own physician after receiving a "Fail" from the City's physician, an employee may be placed on full duty within five (5) days after receipt of the certification form. If there continues to be a disagreement between the City's physician and the employee's physician, the City will request negotiations with Local #1073 regarding the employee in question.
- L) Results of all examinations will become the property of the City of Middletown; however, upon request, the employee may be furnished a copy of his/her examination.

**SECTION 2** A committee is to be developed which will include members from the Fire Department, Management/Labor as well as independent sources to create guidelines for

physical fitness testing, drug policy (if any) as well as act in an advisory capacity to the Chief as to implementing smoking decisions.

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

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

### **ARTICLE XXXIII INJURY LEAVE**

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

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

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

**SECTION 1** It shall be a condition of employment that all employees in the bargaining unit on the date this Agreement is executed shall either become members of the Union in good standing or pay a monthly service fee set by the Union to cover the costs of collective bargaining contract administration, grievance adjustment, and other legally permissible costs, for the duration of the Agreement or any extension thereof.

**SECTION 2** It shall be a condition of employment that any new employee covered by this agreement and hired on or after its execution date shall on the sixtieth (60<sup>th</sup>) day following such employment, either become a member of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of the Agreement and any extension thereof.

**SECTION 3** The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or proceedings arising out of or by reason of any action

taken or not taken by the City in reliance upon the check-off and Union security provisions of this Agreement or on the correctness of any dues deduction or agency fee authorization furnished by the Union to the City.

**SECTION 4** The City shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings. If the Union fails to promptly defend such suits or proceedings, the City shall undertake such defense and all costs thereof shall be charged to the Union.

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

**SECTION 1** - Purposes:

The purposes of this policy are as follows:

- A) To establish and maintain a safe, healthy working environment for all employees.
- B) To ensure the reputation of the 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 employees immediate superior in the chain of command.

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

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

**SECTION 3** - Employee Assistance Program

- A) Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by the employees supervisor.
- B) Request for assistance through “recommendation” or “supervisor referral” will be treated as confidential. “Self Referral” confidentiality will be maintained between the individual seeking help and employee assistance personnel.
- C) Employee progress will be monitored by the Fire Chief or a Deputy Fire Chief in the case of recommendation or referral.
- D) Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Outpatient care will be charged to sick leave. Employees using up accumulated sick leave will be allowed to use vacation and other accumulated leave time. An employee may request an extension of sick leave for rehabilitation purposes, however, the failure of the City to grant said extension shall not be a grievable matter by the employee of the Union.
- E) To be eligible for continuation of employment on a rehabilitation pay basis in accordance with Section 3(D) above, the employee must have been employed at least one (1) year, must maintain at least weekly contact with the Fire Chief, and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F) Upon successful completion of treatment, the employee will be returned to active status without reduction of pay, grade or seniority.

**SECTION 4** – Alcoholic Beverages

- A) No alcoholic beverages will be brought into or consumed upon Fire Department premises except with written advance permission from the

Chief of the Department. The Fire Department will invoke appropriate disciplinary action for any violations.

- B) Being under the influence of alcoholic beverages while on duty may be cause for suspension or termination.
- C) Drinking while on duty may be cause for immediate termination.
- D) Any employee whose off-duty use of alcohol results in an inability to perform all duties required of said employee in a satisfactory manner will be offered an opportunity to participate in the Employee Assistance Program for rehabilitation in lieu of disciplinary action being taken. In the event that employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed.

**SECTION 5** – Prescription Drugs

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

**SECTION 6** – Illegal Drugs

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

- C) The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person, is cause for referral to law enforcement authorities and will be cause for discipline.

**SECTION 7** - Procedures

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

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

- STEP 1: Supervisors who have reasonable grounds to believe an employee is under the influence of alcohol, drugs or chemicals shall immediately remove said employee from duty in order to protect said employee, fellow employees and the public from harm.
- STEP 2: The Supervisor shall notify his/her Supervisor immediately.
- STEP 3: Both Supervisors will interview the employee in the presence of their Union Representative, and if they both believe, based upon reasonable grounds, that the employee is under the influence of alcohol, drugs or chemicals, then said employee will be taken to the hospital or testing facility as designated by the City and the Union. All tests shall be administered by a testing facility that can ensure the following:
  - A) A confidential chain of custody;
  - B) An independent sample collection process;
  - C) Sterile containers;
  - D) The laboratory performing the test must be certified by the State in which it lies or by the federal government health authorities as a medical laboratory and shall meet the requirements for forensic laboratories;
  - E) Test results shall be supplied to both the Fire Chief and the employee charged as soon as they are available, if possible within twenty-four to forty-eight (24-48) hours. If any individual receives a positive result, they may request an immediate re-test.

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

Instead, administrative procedures and biological testing of samples shall be conducted to prevent the submission of fraudulent samples for testing. If testing is positive, the sample shall be split in three (3) parts and reserved for independent analysis. The method for all testing of samples shall be performed by the Gas Chromatography-Mass Spectrophotometry (GC-MS) test.

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

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

- STEP 4: The decision to relieve the employee from duty shall be documented as soon as possible. Both Supervisors should document reasons and observations such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.
- STEP 5: If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test. All testing shall be handled in accordance with HIPAA (Health Insurance Portability and Accountability Act) regulations.
  - A) It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Fire Chief and may be used in disciplinary proceedings against the employee. In addition, said results will be made available to the employee.
  - B) If the employee refuses to sign and the tests are not given and the results not provided, the employee will be considered by the City to be in violation of the Collective Bargaining Agreement between the City and the Union, and the City Personnel Policies.
  - C) The employee will be removed from active duty, removed from the payroll and terminated.
- STEP 6: When an alcohol/drug test is administered, the employee will be placed on limited duty or leave with pay until results are available.

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

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

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

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

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

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

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

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

**SECTION 12** – Confidentiality:

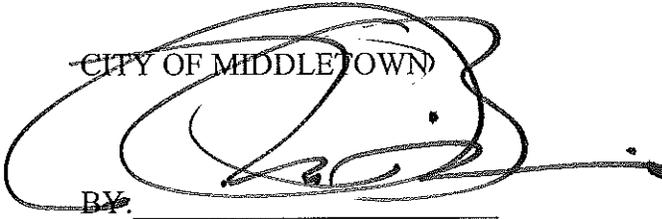
Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also realized that anyone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

## **ARTICLE XXXVI DURATION**

The duration of this Agreement shall extend through June 30, 2012 as it applies to all items in the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than one hundred-eighty (180) days nor less than one hundred-thirty (130) days prior to such expiration date. Within five (5) days of receipt of such notification by either party a conference shall be held between the City and the Union negotiating committee for the purpose of negotiating such amendment, modification, or termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO CAUSED THIS AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND THE MIDDLETOWN FIRE UNION, LOCAL #1073, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE 4 DAY OF August, 2008.

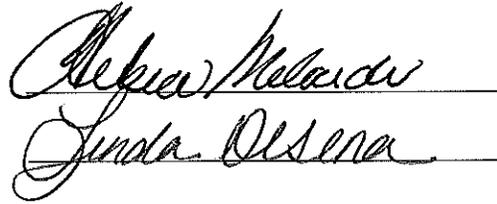
CITY OF MIDDLETOWN



BY: \_\_\_\_\_

Sebastian N. Giuliano, Mayor

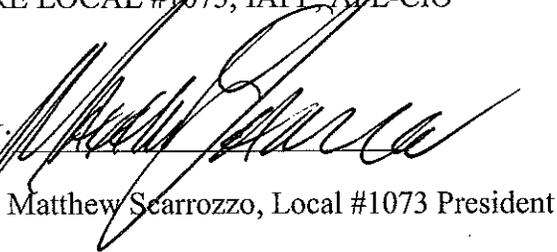
IN THE PRESENCE OF:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRE LOCAL #1073, IAFF, AFL-CIO

BY: \_\_\_\_\_



Matthew Scarrozzo, Local #1073 President



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

<b>Firefighter</b>	<b>New Hire</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07	32,113	36,364	40,616	44,866	49,117	53,369	57,624
1-Jul-08	33,237	37,637	42,038	46,436	50,836	55,237	59,641
1-Jul-09	34,401	38,954	43,509	48,061	52,615	57,171	61,729
1-Jul-10	35,691	40,415	45,140	49,864	54,588	59,315	64,044
1-Jul-11	37,118	42,032	46,946	51,858	56,771	61,687	66,605

**NOTE:**

Base pay includes stipend for Emergency Medical Technician.

Each firefighter who has completed one (1) year, but less than two (2) years of service, shall be paid at Step 1 of the above salary schedule. Each firefighter who has completed two (2) years, but less than three (3) years of service, shall be paid at Step 2 of the above salary schedule. Each firefighter who has completed three (3) years, but less than four (4) years of service, shall be paid at step 3 of the above salary schedule. Each firefighter who has completed four (4) years, but less than five (5) years of service, shall be paid at step 4 of the above salary schedule. Each firefighter who has completed five (5) years, but less than six (6) years of service, shall be paid at step 5 of the above salary schedule. Whenever an employee is promoted he/she shall be paid at the step in his/her new salary range in accordance to the following schedule:

Firefighter to Lieutenant

Step 1-3 to Step 1  
 Step 4 to Step 2  
 Step 5 to Step 4  
 Step 6 to Step 5

Firefighter to Assistant Chief/Training Officer

Step 1-5 to Step 1  
 Step 6 to Step 2

<b>Lieutenant</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		51,626	53,183	54,723	57,836	60,938	65,459
1-Jul-08		53,433	55,044	56,638	59,860	63,071	67,750
1-Jul-09		55,303	56,971	58,621	61,955	65,278	70,121
1-Jul-10		57,377	59,107	60,819	64,278	67,726	72,750
1-Jul-11		59,672	61,472	63,252	66,849	70,435	75,660

NOTE:

Base pay includes stipend for Emergency Medical Technician.

Whenever an employee is promoted he/she shall be paid at the step in his/her new salary range in accordance to the following schedule:

Lieutenant to Battalion Chief or Deputy Fire Marshal

Step 3 to Step 1  
Step 4 to Step 2  
Step 5 to Step 3  
Step 6 to Step 5

Step advancement for Lieutenant shall proceed in accordance with the time period that is established for Firefighter VIII hired prior to 7/1/97.

<b>Assistant Fire Marshal</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		51,181	52,738	54,279	57,392	60,493	65,014
1-Jul-08		52,972	54,584	56,179	59,400	62,610	67,289
1-Jul-09		54,826	56,494	58,145	61,479	64,802	69,644
1-Jul-10		56,882	58,613	60,325	63,785	67,232	72,256
1-Jul-11		59,157	60,957	62,738	66,336	69,921	75,146

NOTE:

Base pay includes stipend for Emergency Medical Technician.

Step advancement for Assistant Fire Marshal shall proceed in accordance with the time period that is established for Firefighter VIII hired prior to 7/1/97.

<b>Assistant Chief/Battalion Chief</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		59,056	60,878	62,718	66,360	69,999	73,650
1-Jul-08		61,123	63,009	64,913	68,682	72,449	76,228
1-Jul-09		63,262	65,214	67,185	71,086	74,984	78,896
1-Jul-10		65,635	67,660	69,704	73,752	77,796	81,854
1-Jul-11		68,260	70,366	72,492	76,702	80,908	85,129

NOTE:

Base pay includes stipend for Emergency Medical Technician.

Step advancement for Assistant Chief/Battalion Chief shall proceed in accordance with the time period that is established for Firefighter VIII hired prior to 7/1/97.

<b>Deputy Fire Marshal</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		59,055	60,877	62,717	66,360	69,998	73,649
1-Jul-08		61,122	63,008	64,912	68,682	72,448	76,227
1-Jul-09		63,261	65,213	67,184	71,086	74,983	78,895
1-Jul-10		65,634	67,659	69,703	73,752	77,795	81,853
1-Jul-11		68,259	70,365	72,491	76,702	80,907	85,127

NOTE:

Base pay includes stipend for Emergency Medical Technician.

Step advancement for Deputy Fire Marshal shall proceed in accordance with the time period that is established for Firefighter VIII hired prior to 7/1/97.

<b>Fire Marshal With out EMT</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		70,466	73,402	76,339	79,273	82,212	85,146
1-Jul-08		72,933	75,971	79,011	82,047	85,089	88,126
1-Jul-09		75,485	78,630	81,777	84,919	88,067	91,211
1-Jul-10		78,316	81,579	84,843	88,104	91,370	94,631
1-Jul-11		81,449	84,842	88,237	91,628	95,024	98,416

<b>Fire Marshal With EMT Stipend</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		70,897	73,832	76,770	79,703	82,642	85,575
1-Jul-08		73,378	76,417	79,457	82,493	85,535	88,571
1-Jul-09		75,947	79,091	82,238	85,528	88,528	91,671
1-Jul-10		78,795	82,057	85,322	88,582	91,848	95,108
1-Jul-11		81,946	85,339	88,735	92,125	95,522	98,913

Step Advancement for Fire Marshal shall proceed in accordance with the time period that is established for Firefighter VIII hired prior to 7/1/97.

<b>Alarm Technician</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		35,549	38,956	42,407	45,813	49,220	52,626
1-Jul-08		36,794	40,319	43,891	47,417	50,942	54,468
1-Jul-09		38,081	41,730	45,428	49,076	52,725	56,374
1-Jul-10		39,509	43,295	47,131	50,917	54,702	58,488
1-Jul-11		41,090	45,027	49,016	52,953	56,891	60,828

**NOTE**

Each alarm technician who has less than six (6) months of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each alarm technician who has six (6) months, but less than one (1) year of service in his/her classification, shall be paid at step 2 of the salary range of his/her classification. Each alarm technician who has one (1) year, but less than two (2) years of service in his/her classification, shall be paid at step 3 of the salary range of his/her classification. Each alarm technician who has two (2) years, but less than three (3) years of service in his/her classification, shall be paid at step 4 of the salary range of his/her classification. Each alarm technician who has three (3) years of service, but less than four (4) years of service in his/her classification, shall be paid at step 5 of the salary range of his/her classification. Each alarm technician who has four (4) or more years of service in his/her classification shall be paid at step 6 of the salary range of his/her classification. Whenever any employee is promoted, he/she shall be paid at the step in his/her new salary range which is next higher to the pay rate at which he/she was receiving immediately prior to when he/she was promoted

<b>Supt. of Alarms</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Max Step 6</b>
1-Jul-07		43,896	48,114	52,332	56,550	60,769	64,942
1-Jul-08		45,432	49,798	54,164	58,529	62,896	67,214
1-Jul-09		47,022	51,541	56,060	60,578	65,097	69,657
1-Jul-10		48,785	53,474	58,162	62,850	67,538	72,176
1-Jul-11		50,737	55,613	60,488	65,364	70,240	75,063

**NOTE**

The Superintendent of Alarms who has less than six (6) months of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. The Superintendent of Alarms who has six (6) months, but less than one (1) year of service in his/her classification, shall be paid at step 2 of the salary range of his/her classification. The Superintendent of Alarms who has one (1) year, but less than two (2) years of service in his/her classification, shall be paid at step 3 of the salary range of his/her classification. The Superintendent of Alarms who has two (2) years, but less than three (3) years of service in his/her classification, shall be paid at step 4 of the salary range of his/her classification. The Superintendent of Alarms who has three (3) years of service, but less than four (4) years of service in his/her classification, shall be paid at step 5 of the salary range of his/her classification. The Superintendent of Alarms who has four (4) or more years of service in his/her classification shall be paid at step 6 of the salary range of his/her classification. Whenever any employee is promoted, he/she shall be paid at the step in his/her new salary range which is next higher to the pay rate at which he/she was receiving immediately prior to when he/she was promoted.

**APPENDIX B**  
**LIFE INSURANCE**

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# INCOME PROTECTION FROM THE HARTFORD

City of Middletown	Fire Employee and Retiree Basic Life Insurance Benefit Highlights
What is Basic Life Insurance?	<p>Your employer provides Basic Life Insurance equal to an amount as defined by your collective bargaining agreement.</p> <p>Life Insurance pays a benefit if you die for any reason. Life Insurance pays your <i>beneficiary</i> a benefit if you die while you are covered by the policy.</p> <p>This highlight sheet is an overview of your Basic Life Insurance. Once a group policy is issued to your employer, a certificate of insurance will be available to explain your coverage in detail.</p>
Am I eligible?	<p>You are eligible for coverage if :</p> <p>You are in a Class of Eligible Employees; and</p> <p>You are an eligible, full-time or permanent part-time Employee; and</p> <p>You normally work at least 20 hours per week</p> <p>Eligibility to continue this benefit upon retirement will be subject to the retirement qualifications as set forth in your respective collective bargaining agreement and/or City ordinance.</p>
When can I enroll?	As an eligible employee you are automatically covered for Basic Life Insurance in an amount defined by the collective bargaining agreement; you must complete an enrollment form to confirm your desire to enroll for this coverage. At such time, you must also designate a beneficiary as described below.
When is it effective?	Coverage goes into effect on the 1 <sup>st</sup> day of the month following the date of hire; or if enrolled during the City's annual open enrollment period, then coverage would be effective on the 1 <sup>st</sup> day of the month following the end of the open enrollment period.
Life Insurance coverage for your spouse or domestic partner	<p>Your spouse or domestic partner is eligible for Life Insurance coverage in the amount of \$5,000. Your spouse or domestic partner is guaranteed coverage of up to \$5,000 and will not be required to provide evidence of insurability.</p> <p>*Retirees are no longer eligible for dependent coverage upon the retiree attaining age 65</p>
Life Insurance coverage for your children	<p>Your child/children are eligible for Life Insurance coverage in the amount of \$ 2,500 for each child— <i>no medical information is required.</i></p> <ul style="list-style-type: none"> <li>• Children must be unmarried and less than 19 years old</li> <li>• If they are a full-time student they will be covered until 25 years old.</li> <li>• Children over age 19 are covered if they are disabled</li> <li>• Children are covered from their live birth to 6 months at a limited and reduced benefit of \$100.</li> </ul> <p>*Retirees are no longer eligible for dependent coverage upon the retiree attaining age 65</p>
What is a beneficiary?	Your beneficiary is the person (or persons) or legal entity (entities) who receives a benefit payment if you die while you are insured. You must select your beneficiary when you

\* The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies The Hartford Life and Accident Insurance Company, The Hartford Insurance Company, Hartford Fire Insurance Company and The Hartford Group Insurance Company.

	complete your enrollment application; your selection is legally binding.
Are any resources available for beneficiaries?	Beneficiary Assist® provides grief, legal and financial counseling to beneficiaries. The Hartford* offers this program <i>at no cost</i> to beneficiaries of any of its group life or accident policies. Services include: unlimited phone contact, assessment and action planning, up to five face-to-face sessions, referrals and more. More information will be made available to you through your employer.
What is the Living Benefits Option?	If you are diagnosed as terminally ill with a 6 month life expectancy, you may be eligible to receive payment of a portion of your Life Insurance. (This option is also available to your dependents) The remaining amount of your Life Insurance would be paid to your beneficiary when you die.
Can I keep my coverage if I leave my employer?	Yes, subject to the contract, you have the option of: <ul style="list-style-type: none"> <li>• Converting your group Basic Life Insurance to your own individual policy.</li> </ul>

### Important Details

As is standard with most Insurance, this Basic Life Insurance coverage may have certain limitations that apply depending upon the terms of your policy and other requirements. Once a group policy is issued to your employer, a certificate of insurance will be available to explain your coverage in detail.

This Benefit Highlights Sheet is an overview of the Basic Life Insurance being offered and is provided for illustrative purposes only and is not a contract. It in no way changes or affects the policy as actually issued. Only the Insurance policy issued to the policyholder (your employer) can fully describe all of the provisions, terms, conditions, limitations and exclusions of your Insurance coverage. In the event of any difference between the Benefit Highlights Sheet and the Insurance policy, the terms of the Insurance policy apply.

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Underwritten by:  
The Hartford Life and Accident Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

**APPENDIX C**  
**HEALTH INSURANCE**  
**DENTAL PLAN SUMMARY**

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**City of Middletown - All Except Managers (0001-0008 and 0015-0018)**

**CIGNA Dental PPO Benefit Summary Effective 07/01/2007**



CIGNA Dental

This is a summary of benefits for your PPO plan. All plan maximums and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Benefits	CIGNA Dental PPO	
	In-Network	Out-of-Network
<b>Calendar Year Maximum</b> (Class I, II, and III Expenses)	Unlimited	Unlimited
<b>Calendar Year Deductible</b> Per Individual Per Family	\$0 \$0	\$0 \$0
<b>Class I Expenses - Preventive &amp; Diagnostic Care</b> Oral Exams Cleanings Bitewing X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Full Mouth X-rays Panoramic X-Rays Emergency Care to Relieve Pain	80%, No Deductible	80%, No Deductible
<b>Class II Expenses - Basic Restorative Care</b> Fillings Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Root Canal / Therapy (root canals on permanent teeth and root surgery each once per 24 months) Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Dentures	80%, No Deductible	80%, No Deductible
<b>Class III Expenses - Major Restorative Care</b> Crowns Bridges	50%, No Deductible	50%, No Deductible
<b>Class IV Expenses - Orthodontia</b> Coverage for Eligible Children Only to age 19 Lifetime Maximum	60%, No Deductible \$600	60%, No Deductible \$600
<b>Class VI Expenses - Periodontics</b> Annual Maximum	80%, No Deductible \$500	80%, No Deductible \$500
<b>Missing Tooth Provision</b>	Not applicable	
<b>Pretreatment Review</b>	Available on a voluntary basis when extensive work in excess of \$300 is proposed.	
<b>Out-of-Network Reimbursement</b>	Paid as billed	
<b>Student Age</b>	25	

**APPENDIX D**  
**HEALTH INSURANCE**  
**NETWORK POINT-OF-SERVICE (POS) PLAN SUMMARY**  
**AND PRESCRIPTION DRUG PLAN**

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This is a summary of benefits for your Network POS Copay plan. In general, deductibles and Out-of-Pocket Maximums will accumulate in one direction (e.g. out-of-network will accumulate to in-network). All other plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between in- and out-of-network unless otherwise noted. All in-network services must be performed by the Primary Care Physician (PCP), referred by the PCP or approved by the local Healthplan. CIGNA Pharmacy plan deductibles, out-of-pocket maximums, copays and annual maximums do not integrate with the employer medical program.

Note: The standard accumulation of deductibles, OOP maximums and benefit maximums is on a "contract" year basis. As an alternative, accumulation on a "calendar" year basis can be accommodated. If offering the calendar year accumulation, this must apply to all accumulators (e.g. deductible, OOP and benefit maximums). For plans with an off-January 1<sup>st</sup> effective date, the plan will be structured with a short accumulation period for the number of remaining months in the calendar year (e.g. a 6/1 effective date will result in a 7 month policy year for the initial year of coverage. Subsequent years of coverage will be structured as full calendar years).

**CIGNA HealthCare Benefit Summary**  
**City of Middletown Point of Service**  
**Fire Union**  
**Network POS Copay Plan 2007**

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Deductible Accumulators</i>		
<i>Accumulation between In-Network and Out-of-Network Deductibles</i>	One way cross accumulation	
<i>Calendar Year Deductible</i>		Includes Medical and MH/SA benefits. The plan deductible will apply to all Out-of-network services. The deductible must be satisfied before any benefits are payable for these services.
<i>Individual</i>	None per person	\$3,000 per person
<i>Family Maximum</i>	None per family	\$9,000 per family
<i>Aggregate</i>	Yes	Yes
<i>Out-of-Pocket Maximum Accumulators</i>	Includes inpatient facility copays, outpatient facility copays and advanced radiological imaging copays. Other copays do not accumulate.	Includes member paid coinsurance, inpatient facility deductibles, outpatient facility deductibles and advanced radiological imaging deductibles.
<i>Accumulation between In-Network and Out-of-Network Maximums: One way cross accumulation</i>	Note: Once the Out-of-Pocket Maximum is reached, inpatient facility copays (including MH/SA), outpatient facility copays and advanced radiological imaging copays will no longer be required.  Note: Inpatient MH/SA facility copays can or cannot accumulate to the OOP Maximum.	
<i>The following do not accumulate to the OOP Maximum</i>	Copays not listed above	Non-compliance penalties or charges in excess of Reasonable and Customary
<i>Benefits for accident or sickness (excluding mental health, alcohol, and drug abuse benefits) are paid at 100%, once an individual's out-of-pocket has been reached.</i>		

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<b>Out-of-Pocket Maximum</b> <i>Individual</i> <i>Family Maximum</i> <i>Aggregate</i>	None None Not Applicable	\$30,000 per person per person \$90,000 per family per family Yes
<b>Automatic Annual Reinstatement</b>	Not Applicable	
<b>Physician's Services</b> <i>Primary Care Physician's Office visit</i>  <i>Specialty Care Physician's Office Visit</i> <i>Office Visits</i> <i>Consultant and Referral Physician's Services</i> <b>Note:</b> OB/GYN provider is considered a Specialist. <i>Surgery Performed In the Physician's Office</i>  <i>Second Opinion Consultations (provided on a voluntary basis)</i>  <i>Allergy Treatment/Injections</i>  <i>Allergy Serum (dispensed by the physician in the office)</i>	No charge after \$10 per office visit copay; No charge if only x-ray and/or lab services performed and billed.  No charge after \$10 per office visit copay; No charge if only x-ray and/or lab services performed and billed.  No charge after the PCP or Specialist per office visit copay  No charge after the PCP or Specialist per office visit copay  No charge after either the PCP or Specialist per office visit copay or the actual charge, whichever is less  No charge	50% after plan deductible  50% after plan deductible  50% after plan deductible  50% after plan deductible  50% after plan deductible
<b>Preventive Care</b> <i>Routine Preventive Care: Well-Baby, Well-Child, Adult and Well-Woman (including immunizations)</i>  <b>Note:</b> Well-Woman OB/GYN visits will be subject to the plan's Specialist copay.	No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed.	50% after plan deductible
<i>Immunizations</i>	No charge	
<b>Mammograms, PSA, PAP Smear</b>  <i>Preventive Care Related Services (i.e. "routine" services)</i>  <i>Diagnostic Related Services (i.e. "non-routine")</i>	No charge (for the procedure itself); professional reading charges are covered under the plan's Outpatient professional services benefit  <b>Note:</b> The associated wellness exam is subject to the PCP or Specialist per office visit copay  Subject to the plan's x-ray & lab benefit; based on place of service	50% after plan deductible  <b>Note:</b> The associated wellness exam is not covered  Subject to the plan's x-ray & lab benefit; based on place of service



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Inpatient Hospital - Facility Services</i>	No charge	50% after plan deductible
<i>Semi-Private Room and Board</i>	Limited to the semi-private negotiated rate	Limited to the semi-private room rate
<i>Private Room</i>	Limited to the semi-private negotiated rate	Limited to the semi-private room rate
<i>Special Care Units (ICU/CCU)</i>	Limited to the negotiated rate	Limited to the ICU/CCU daily room rate
<i>Outpatient Facility Services</i> <i>Operating Room, Recovery Room, Procedure Room, Treatment Room and Observation Room.</i>	No charge	50% coinsurance
Note: The copay will apply as long as services billed include one or more of the facility room charges listed above.		
<i>Inpatient Hospital Physician's Visits/Consultations</i>	No charge	50% after plan deductible
<i>Inpatient Hospital Professional Services</i> <i>Surgeon</i> <i>Radiologist</i> <i>Pathologist</i> <i>Anesthesiologist</i>	No charge	50% after plan deductible
<i>Multiple Surgical Reduction</i>	Not Applicable	Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.
<i>Outpatient Professional Services</i> <i>Surgeon</i> <i>Radiologist</i> <i>Pathologist</i> <i>Anesthesiologist</i>	No charge	50% after plan deductible
<i>Emergency and Urgent Care Services</i> <i>Physician's Office</i>	No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed.	No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed ** (Covered same as in-network benefit)
<i>Hospital Emergency Room</i>	No charge after \$50 per visit copay** (Copay waived if admitted)	No charge after \$50 per visit copay**
<i>Outpatient Professional Services (radiology, pathology, ER physician)</i>	No charge	No charge
<i>Urgent Care Facility or Outpatient Facility</i>	No charge after \$50 per visit copay** (Copay waived if admitted)	No charge after \$50 per visit copay**
<i>Ambulance</i>	No charge  ** If not a true emergency, services are not covered	No charge  **If not a true emergency, services are not covered
<i>Inpatient Services at Other Health Care Facilities</i> <i>Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities</i> 60 days combined maximum per calendar year  No prior hospitalization required	No charge	50% after plan deductible



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Laboratory and Radiology Services (includes pre-admission testing)</i></p> <p><i>Physician's Office</i></p> <p><i>Outpatient Hospital Facility</i></p> <p><i>Emergency Room Facility (billed by the facility as part of the ER visit)</i></p> <p><i>Independent X-ray and/or Lab facility</i></p> <p><i>Independent X-ray and/or Lab Facility in conjunction with an ER visit</i></p>	<p>No charge</p> <p>No charge for facility charges; no charge for outpatient professional charges</p> <p>No charge</p> <p>No charge</p> <p>No charge (if ER visit is considered to be a true emergency)</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>No charge (if ER visit is considered to be a true emergency)</p>
<p><i>Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, PET Scans, etc.)</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Emergency Room</i></p> <p><i>Physician's Office</i></p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Scans are subject to the applicable place of service coinsurance and plan deductible.</li> <li>• Associated ancillary charges are subject to the applicable place of service coinsurance level and plan deductible. Facility copay does not apply.</li> </ul>	<p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>100% (unless not true emergency, then not covered)</p> <p>50% after plan deductible</p>
<p><i>Outpatient Short-Term Rehabilitative Therapy and Chiropractic Care Services</i></p> <p>90 days combined maximum per calendar year</p> <p><b>Includes:</b></p> <ul style="list-style-type: none"> <li>Cardiac rehab</li> <li>Physical Therapy</li> <li>Speech Therapy</li> <li>Occupational Therapy</li> <li>Chiropractic Therapy (includes Chiropractors)</li> <li>Pulmonary Rehab</li> <li>Cognitive Therapy</li> </ul>	<p>No charge after the PCP or Specialist per office visit copay, No charge if only x-ray and/or lab services performed and billed.</p> <p><b>Note:</b> The Outpatient Short Term Rehab copay does not apply to services provided as part of a Home Health Care visit.</p> <p><b>Note:</b> Therapy days, provided as part of an approved Home health Care plan, accumulate to the Outpatient Short Term Rehab Therapy maximum. If multiple outpatient services are provided on the same day, they constitute one day, but separate copay will apply to the services provided by each Participating provider.</p>	<p>50% after plan deductible</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Home Health Care</b></p> <p>Unlimited days maximum per calendar year (includes outpatient private nursing when approved as medically necessary)</p> <p>The maximum number of hours per day is limited to 16 hours. Multiple visits can occur in one day; with a visit defined as a period of 2 hours or less (e.g. maximum of 8 visits per day)</p>	No charge	50% after plan deductible
<p><b>Hospice</b></p> <p><i>Inpatient Services</i></p> <p><i>Outpatient Services</i> (same coinsurance level as Home Health Care)</p>	<p>No charge</p> <p><b>Note:</b> If plan includes Inpatient Hospital Facility copay, the Inpatient Hospital Facility copay does not apply.</p> <p>No charge</p>	<p>50% after plan deductible</p> <p><b>Note:</b> If plan includes Inpatient Hospital Facility copay, the Inpatient Hospital Facility copay does not apply.</p> <p>50% after plan deductible</p>
<p><b>Bereavement Counseling</b></p> <p><i>Services Provided as part of Hospice Care</i></p> <p><i>Inpatient</i></p> <p><i>Outpatient</i></p> <p><i>Services Provided by Mental Health Professional</i></p>	<p>No charge</p> <p>No charge</p> <p>Covered under Mental Health benefit</p>	In-network coverage only
<p><b>Maternity Care Services</b></p> <p><i>Initial Visit to Confirm Pregnancy</i></p> <p><b>Note:</b> OB/GYN visits will be subject to the plan's Specialist copay.</p> <p><i>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)</i></p>	<p>No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed.</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p>
<p><i>Office Visits in addition to the global maternity fee when performed by an OB or Specialist</i></p> <p><i>Delivery - Facility (Inpatient Hospital)</i></p>	<p>No charge after the Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p>
<p><b>Abortion</b></p> <p><i>Includes elective and non-elective procedures</i></p> <p><i>Office Visit</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Inpatient Physician's Services</i></p>	<p>No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed</p> <p>No charge</p> <p>No charge</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Outpatient Physician's Services</i>	No charge	50% after plan deductible
<i>Family Planning Services</i> <i>Office Visit (tests, counseling)</i>	No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed	50% after plan deductible
<i>Surgical Sterilization Procedures for Vasectomy/Tubal Ligation (excludes reversals)</i>	Note: Charges billed by a separate independent x-ray/lab facility will be covered under the plan's Laboratory and Radiology benefit	
<i>Inpatient Facility</i>	No charge	50% after plan deductible
<i>Outpatient Facility</i>	No charge	50% after plan deductible
<i>Inpatient Physician's Services</i>	No charge	50% after plan deductible
<i>Outpatient Physician's Services</i>	No charge	50% after plan deductible
<i>Physician's Office</i>	No charge after the PCP or Specialist per office visit copay	50% after plan deductible



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Infertility Treatment - Optional Buy-up Benefit #2</b></p> <p>Coverage will be provided for the following services:</p> <ul style="list-style-type: none"> <li>• Testing and treatment services performed in connection with an underlying medical condition.</li> <li>• Testing performed specifically to determine the cause of infertility.</li> <li>• Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).</li> <li>• Artificial Insemination, In-vitro, GIFT, ZIFT, etc.</li> </ul> <p>Office Visit (Lab and Radiology Tests, Counseling)</p> <p>Inpatient Facility</p> <p>Outpatient Surgical Facility</p> <p>Physician's Services</p>	<p>Note: Charges billed by a separate independent x-ray/lab facility or outpatient hospital will be covered under the plan's Laboratory and Radiology benefit.</p> <p>No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed</p> <p>No charge</p> <p>No charge</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p>
<p><b>Organ Transplant</b></p> <p>Includes all medically appropriate, non-experimental transplants</p> <p>Office Visit</p> <p>Inpatient Facility</p> <p>Inpatient Physician's Services</p>	<p>No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed</p> <p>No charge</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p>
<p>Travel Maximum</p>	<p>\$10,000 per transplant/per Lifetime maximum (only available when using Lifesource facility)</p>	<p>Not Covered</p>
<p><b>Durable Medical Equipment</b></p> <p>Note: Service maximums do not cross accumulate between in-network and out-of-network services. Services do accumulate to the plan's Lifetime maximum</p>	<p>No charge</p> <p>Unlimited maximum per calendar year</p>	<p>50% after plan deductible</p> <p>\$700 maximum per calendar year</p>
<p><b>External Prosthetic Appliances</b></p> <p>Note: Service maximums do not cross accumulate between in-network and out-of-network services. Services do accumulate to the plan's Lifetime maximum</p>	<p>No charge after \$200 EPA deductible</p> <p>\$1,000 maximum per calendar year</p>	<p>\$200 EPA deductible plus 50%</p> <p>\$1,000 maximum per calendar year</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Dental Care</b>  <i>Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.</i></p> <p><i>Doctor's Office</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Physician's Services</i></p>	<p>No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed</p> <p>No charge</p> <p>No charge</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p>
<p><b>Surgical and Non-surgical TMJ</b>  <i>Provided on a limited, case by case, basis. Always excludes appliances and orthodontic treatment. Subject to medical necessity.</i></p> <p><i>Doctor's Office</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Physician's Services</i></p>	<p>No charge after the PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed</p> <p>No charge</p> <p>No charge</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p>
<p><b>Obesity/Bariatric Surgery Rider</b></p> <p>The following are specifically excluded with this buy-up:</p> <ul style="list-style-type: none"> <li>• Medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.</li> <li>• Weight loss programs or treatments whether prescribed or recommended by a physician or under medical supervision.</li> </ul> <p><i>Doctor's Office</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Physician's Services</i></p>	<p><b>Note:</b> Coverage is provided subject to medical necessity and clinical guidelines.</p> <p>No charge after PCP or Specialist per office visit copay; No charge if only x-ray and/or lab services performed and billed.</p> <p>No charge</p> <p>No charge</p> <p>No charge</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Routine Foot Disorders</i>	Not covered except for services associated with foot care for diabetes and peripheral vascular disease when medically necessary.	Not covered except for services associated with foot care for diabetes and peripheral vascular disease when medically necessary.
<i>Pre-Existing Condition Limitation (PCL)</i>	Not Applicable	<p>Applies to any injury or sickness for which a person receives treatment, incurs expenses or receives a diagnosis from a physician during the 90 days before the earlier of the date a person begins an eligibility waiting period or becomes insured for these benefits. Coverage for the pre-existing condition is excluded until one year of being continuously insured and/or is satisfying a waiting period.</p> <p>Usually the PCL is waived for the initial group, but if not, the insured will receive credit for any portion of the PCL waiting period that was satisfied under the previous plan if they are enrolled in the subsequent plan within 63 days (or the applicable timeframe required per state law).</p>
<p><i>Pre-Admission Certification - Continued Stay Review</i></p> <p>CIGNA's PAC/CSR is not necessary for Medicare primary individuals</p> <p><i>Inpatient Pre-Admission Certification - Continued Stay Review (required for all inpatient admissions)</i></p>	Coordinated by Provider/PCP	<p><b>Mandatory:</b> Employee is responsible for contacting CIGNA Healthcare. Penalties for non-compliance:</p> <ul style="list-style-type: none"> <li>- 50% penalty applied to hospital inpatient charges for failure to contact CIGNA Healthcare to precertify admission.</li> <li>- Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</li> <li>- Benefits are denied for any additional days not certified by CIGNA Healthcare.</li> </ul>
<p><i>Outpatient Prior Authorization (required for selected outpatient procedures and diagnostic testing).</i></p>	Coordinated by Provider/PCP	<p><b>Mandatory:</b> Employee is responsible for contacting CIGNA Healthcare. Penalties for non-compliance:</p> <ul style="list-style-type: none"> <li>- 50% penalty applied to outpatient procedures/diagnostic testing charges for failure to contact CIGNA Healthcare to precertify.</li> <li>- Benefits are denied for any outpatient procedures/diagnostic testing reviewed by CIGNA Healthcare and not certified.</li> </ul>
<i>Case Management</i>	Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost-effective care while maximizing the patient's quality of life.	
<p><i>Vision Care</i></p> <p><i>Eye Exam every 24 months.</i></p> <p><i>Eye Glasses/Contact Lenses Not Covered</i></p>	\$10 per office visit copay	In-network coverage only



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Mental Health</b> <i>Inpatient</i></p> <p><b>Acute:</b> based on ratio of 1:1 <b>Partial:</b> based on a ratio of 2:1 <b>Residential:</b> based on a ratio of 2:1</p> <p><i>Outpatient</i> <b>Note:</b> Due to Mental Health Parity mandates, when offering a CIGNA Care Network plan design on a Non-ASO basis, the Outpatient Mental Health copay amount must be equal to the medical plan's PCP copay level.</p> <p><i>Outpatient Group Therapy (One group therapy session equal one individual therapy session)</i> <i>Intensive Outpatient</i> <i>Maximum: up to 3 programs per contract year</i> <i>Based on a ratio of 1:1</i></p>	<p>No charge</p> <p>Subject to the same coinsurance and copay level as the medical plan's Inpatient Hospital Facility benefit; after the medical plan deductible</p> <p>No charge after \$10 per visit copay</p> <p>No charge after \$10 per visit copay 100% after \$100 per program copay</p>	<p>50% after plan deductible</p> <p>50% after plan deductible</p> <p>50% after plan deductible 50% after plan deductible</p>
<p><b>Substance Abuse</b> <i>Inpatient</i></p> <p><b>Acute detox:</b> requires 24 hour nursing; based on a ratio of 1:1 <b>Acute Inpatient Rehab:</b> requires 24 hour nursing; based on a ratio of 1:1 <b>Partial:</b> based on a ratio of 2:1 <b>Residential:</b> based on a ratio of 2:1</p> <p><i>Outpatient</i> <i>Intensive Outpatient (alcohol &amp; drug)</i> <i>Maximum: up to 3 programs per contract year</i> <i>Based on a ratio of 1:1</i></p>	<p>No charge</p> <p>Subject to the same coinsurance and copay level as the medical plan's Inpatient Hospital Facility benefit; after the medical plan deductible</p> <p>No charge after \$10 per visit copay 100% after \$100 per program copay</p>	<p>50% after plan deductible</p> <p>50% after plan deductible 50% after plan deductible</p>
<p><b>MH/SA Utilization Review &amp; Case Management</b></p>	<p>Inpatient and Outpatient Management (CAP):</p> <ul style="list-style-type: none"> <li>• CBH provides utilization review and case management for In-network and Out-of-network Inpatient Services and In-network Outpatient Management services.</li> <li>• Includes Lifestyle Management Program (Stress &amp; Tobacco)</li> </ul>	



## Your prescription drug benefit at a glance

### Medco By Mail:

- You can get up to a **90-day supply** of covered medication.
- You pay a **\$5** co-payment for all drugs.
- Standard shipping is free.

### Retail pharmacy:

- You can get up to a **30-day supply** of covered medication.
- You pay a **\$5** co-payment for **generic** drugs.
- You pay a **\$10** co-payment for **brand-name** drugs

## Your pharmacy options

### Retail pharmacies

You may want to use a **participating retail pharmacy** for short-term prescriptions (such as antibiotics to treat infections). Be sure to show your prescription drug ID card to the pharmacist. You'll pay your retail payment for each prescription.

To find a participating retail pharmacy near you:

- Visit **www.medco.com** and click "Locate a pharmacy."
- Ask at your retail pharmacy whether it participates in the Medco network.

**If you use a nonparticipating retail pharmacy**, you must pay the entire cost of the prescription and then submit a reimbursement claim to Medco. Plans that allow members to use nonparticipating retail pharmacies generally reimburse the amount the drug would have cost at a participating retail pharmacy, minus your retail payment.

If you use a nonparticipating pharmacy, your plan may not reimburse the cost of your prescriptions. You can call Member Services to find out whether your plan reimburses for costs incurred at a nonparticipating pharmacy.

### Medco By Mail pharmacies

**Over 6 million members** enjoy the convenience and savings of having their long-term medications (those taken for 3 months or more) delivered to their

home or office. Medications are dispensed by **Medco By Mail** pharmacists through our network of mail-order pharmacies.

Medco By Mail advantages:

- **Get up to a 90-day supply** (compared with a typical 30-day supply at retail) of each covered medication for **just one mail-order payment**.
- **Registered pharmacists** are available 24 hours a day, 7 days a week.
- **Order refills** online, by mail, or by phone—anytime day or night. To order online, register at [www.medco.com](http://www.medco.com). Refills are usually delivered within 3 to 5 days after we receive your order.
- **Choose a convenient payment option**—Medco offers two safe, convenient automatic payment options for prescription orders. You can use e-check to have payments automatically deducted from your checking account. Or you can use AutoCharge to have payments automatically charged to the credit card of your choice. You can also pay for individual orders by money order, personal check, or credit card. For more information, visit [www.medco.com](http://www.medco.com) or call Member Services.
- **Standard shipping is free.**

#### How to start saving with Medco By Mail

1. When using Medco By Mail, be sure to ask your doctor to write a prescription for up to a **90-day supply** of each medication (plus refills for up to 1 year, if appropriate).
2. Fill out the enclosed Medco By Mail order form.
3. Send the completed form, your prescription, and your payment in the Medco By Mail envelope provided.

Your medication will usually be delivered within 8 days after we receive your order. If you are currently taking a medication, be sure to have at least a 14-day supply on hand when ordering. If you don't have enough, ask your doctor to give you a 14-day prescription to fill at a participating retail pharmacy while your mail-order prescription is being processed.

**APPENDIX E**  
**HEALTH INSURANCE**  
**OPEN ACCESS PLUS (OAP) PLAN SUMMARY**  
**AND PRESCRIPTION DRUG PLAN**

This is a summary of benefits for your Open Access Plus plan. All deductibles and plan out-of-pocket maximums accumulate in one direction toward in-network unless otherwise noted. Plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between in- and out-of-network unless otherwise noted. Pharmacy plan deductibles, out-of-pocket maximums, copays and annual maximums do not integrate with the employer medical program.

**CIGNA HealthCare Benefit Summary**  
**City of Middletown Open Access Plus**  
**Fire Union**  
**Open Access Plus Copay Plan 2007**

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<i>Lifetime Maximum</i>	Unlimited	Unlimited
<i>Coinsurance Levels</i>	100%	80%
<i>Deductible Accumulators</i>	One-way accumulation of Out-of-network to In-network deductibles	
<i>Calendar Year Deductible</i>		
<i>Individual</i>	None	\$400 per person
<i>Family Maximum</i>	None	\$800 per family
<i>Family Maximum Deductible Calculation</i>	Not Applicable	Collective Deductible
<i>Out-of-Pocket Maximum Accumulators</i>		
<i>Accumulation Between In-network and Out-of-Network OOP Maximum:</i> One-way accumulation of Out-of-network to In-network Out-of-Pocket Maximums		
<i>Includes Deductible</i>	No	Yes
<i>Includes Copays</i>	No	No
<i>Does not apply to</i>	Non-compliance penalties, deductibles, or copays.	Non-compliance penalties, copays or charges in excess of Maximum Reimbursable Charge
Benefits for accident or sickness are paid at 100% of charges once an individual's out-of-pocket has been reached.		
<i>Out-of-Pocket Maximum</i>		
<i>Individual</i>	\$250 per person	\$1,800 per person
<i>Family Maximum</i>	\$500 per family	\$3,000 per family
<i>Family Maximum OOP Calculation</i>	Collective OOP	Collective OOP
<i>Automated Annual Reinstatement</i>	Not Applicable	

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Physician's Services</i>		
<i>Primary Care Physician's Office visit</i>	No charge after \$20 PCP per office visit copay; No charge after the PCP per office visit copay if only x-ray and/or lab services performed and billed.	80% after plan deductible
<i>Specialty Care Physician's Office Visit Office Visits Consultant and Referral Physician's Services</i>	No charge after \$20 Specialist per office visit copay; No charge after the Specialist per visit copay if only x-ray and/or lab services performed and billed.	80% after plan deductible
<b>Note:</b> OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).		
<i>Surgery Performed In the Physician's Office</i>	No charge	80% after plan deductible
<i>Second Opinion Consultations (services will be provided on a voluntary basis)</i>	No charge after the PCP or Specialist per office visit copay	80% after plan deductible
<i>Allergy Treatment/Injections</i>	No charge after either the PCP or Specialist per office visit copay or the actual charge, whichever is less	80% after plan deductible
<i>Allergy Serum (dispensed by the physician in the office)</i>	No charge	80% after plan deductible



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Preventive Care</b>  <i>Routine Preventive Care for children through age 6 (including immunization)</i></p> <p><i>Immunizations</i></p> <p><i>Routine Preventive Care for children and adults from age 7 (including routine immunization)</i></p> <p><b>Note:</b> OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).</p> <p><b>Note:</b> Charges for lab and radiology services, when billed by the physician's office, will be subject to the plan's Preventive Care dollar maximum. Charges for lab and radiology services, when billed by an independent diagnostic facility or outpatient hospital do not apply to the plan's Preventive Care dollar maximum.</p> <p><i>Immunizations</i></p>	<p>No charge after PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services performed and billed.</p> <p><b>Note:</b> x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.</p> <p>No charge</p> <p>No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services performed and billed.</p> <p><b>Note:</b> x-ray and/or lab services performed and billed by an independent diagnostic facility or outpatient hospital are covered under the plan's x-ray/lab benefit.</p> <p>No charge</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><b>Mammograms, PSA, Pap Smear</b></p> <p><b>Note:</b> Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Preventive care related Mammogram charges do not accumulate to the plan's Preventive Care dollar maximum, regardless of place of service.</li> <li>Preventive care related PSA and Pap smear charges, when billed by the physician's office, will be subject to the plan's Preventive Care dollar maximum.</li> <li>Preventive care related PSA and Pap smear charges, when billed by an independent diagnostic facility or outpatient hospital, do not accumulate to the plan's Preventive Care dollar maximum.</li> </ul>	<p>100% coinsurance if billed by an independent diagnostic facility or outpatient hospital.</p> <p><b>Note:</b> If the optional Preventive Care benefit is selected, the associated wellness exam will be covered at no charge after the PCP or Specialist per visit copay.</p>	<p>80% after plan deductible</p>
<p><b>Inpatient Hospital - Facility Services</b></p> <p><i>Semi Private Room and Board</i></p> <p><i>Private Room</i></p> <p><i>Special Care Units (ICU/CCU)</i></p>	<p>100% after \$200 per admission copay</p> <p>Limited to semi-private room negotiated rate</p> <p>Limited to semi-private room negotiated rate</p> <p>Limited to negotiated rate</p>	<p>80% after plan deductible</p> <p>Precertification required</p> <p>Limited to semi-private room rate</p> <p>Limited to semi-private room rate</p> <p>Limited ICU/CCU daily room rate</p>



<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Outpatient Facility Services</b> <i>Operating Room, Recovery Room, Procedure Room, Treatment Room and Observation Room</i>  <b>Note:</b> Non-surgical treatment procedures are not subject to the facility copay.	100% coinsurance	80% after plan deductible
<b>Inpatient Hospital Physician's Visits/Consultations</b>	No charge	80% after plan deductible
<b>Inpatient Hospital Professional Services</b> <i>Surgeon Radiologist Pathologist Anesthesiologist</i>	No charge	80% after plan deductible
<b>Multiple Surgical Reduction</b>	Multiple surgeries performed during one operating session result in payment reduction of 50% of charges to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	
<b>Outpatient Professional Services</b> <i>Surgeon Radiologist Pathologist Anesthesiologist</i>	No charge	80% after plan deductible
<b>Emergency and Urgent Care Services</b> <i>Physician's Office</i>  <i>Hospital Emergency Room</i>  <i>Outpatient Professional services (radiology, pathology and ER Physician)</i>  <i>Urgent Care Facility or Outpatient Facility</i>  <i>Ambulance</i>	No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and lab services performed  \$50 copayment per visit  100% after plan deductible (if the ER facility benefit is subject to coinsurance and plan deductible)  \$50 copayment per visit  No charge	No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and lab services performed (except if not a true emergency, then 80% after plan deductible).  \$50 copayment per visit (except if not a true emergency, then 80% after plan deductible)  100% after plan deductible (if the ER facility benefit is subject to coinsurance and plan deductible) (except if not a true emergency, then 80% after plan deductible)  \$50 copayment per visit (except if not a true emergency, then 80% after plan deductible)  No charge (except if not a true emergency, then 80% after plan deductible)
<b>Inpatient Services at Other Health Care Facilities</b> <i>Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities</i>  60 days combined maximum per calendar year	No charge  <b>Note:</b> If plan includes an inpatient hospital copay, the copay does not apply	80% after plan deductible  <b>Note:</b> If plan includes an inpatient hospital deductible, the deductible does not apply



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Laboratory and Radiology Services</b> (includes pre-admission testing)</p> <p><i>Physician's Office.</i></p> <p><i>Outpatient Hospital Facility</i></p> <p><i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit)</i></p> <p><i>Independent X-ray and/or Lab facility</i></p> <p><i>Independent X-ray and/or Lab Facility in conjunction with an ER visit</i></p>	<p>No charge after PCP or Specialist per visit copay</p> <p>No charge</p> <p>100% after plan deductible (if the ER/UC facility is covered subject to plan coinsurance and deductible)</p> <p>No charge</p> <p>100% after plan deductible (if the ER facility is covered subject to plan coinsurance and deductible)</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>100% after plan deductible (if the ER/UC facility is covered subject to plan coinsurance and deductible) (except if not a true emergency, then 80% after plan deductible)</p> <p>80% after plan deductible</p> <p>100% after plan deductible (if the ER facility is covered subject to plan coinsurance and deductible) (except if not a true emergency, then 80% after plan deductible)</p>
<p><b>Advanced Radiological Imaging</b> (i.e. MRI's, MRAs, CAT Scans and PET Scans, etc.)</p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Emergency Room/Urgent Care Facility (billed by the facility as part of the ER visit)</i></p> <p><i>Physician's Office</i></p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Scans are subject to the applicable place of service coinsurance and plan deductible.</li> </ul>	<p>No charge</p> <p>No charge</p> <p>No charge</p> <p>100%</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>No charge (unless not a true emergency then 80% after scan deductible and plan deductible)</p> <p>80% after plan deductible</p>
<p><b>Outpatient Short-Term Rehabilitative Therapy</b> 60 days combined maximum per calendar year</p> <p><b>Includes:</b></p> <ul style="list-style-type: none"> <li>Cardiac Rehab</li> <li>Physical Therapy</li> <li>Speech Therapy</li> <li>Occupational Therapy</li> <li>Pulmonary Rehab</li> <li>Cognitive Therapy</li> </ul>	<p>No charge after PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed and billed.</p> <p><b>Note:</b> Outpatient Short Term Rehab copay applies, regardless of place of service, including the home.</p> <p><b>Note:</b> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the Outpatient Short Term Rehab Therapy maximum. If multiple outpatient services are provided on the same day, they constitute one day, but separate copay will apply to the services provided by each Participating provider.</p>	<p>80% after plan deductible</p>

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Chiropractic Care Services</i> \$1,500 maximum per calendar year</p>	<p>No charge after PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed and billed</p>	<p>80% after plan deductible</p>
<p><i>Home Health Care</i> Unlimited days maximum per calendar year (includes outpatient private duty nursing when approved as medically necessary)</p> <p>Note: The maximum number of hours per day is limited to 16 hours. Multiple visits can occur in one day; with a visit defined as a period of 2 hours or less (e.g. maximum of 8 visits per day).</p>	<p>No charge</p>	<p>\$50 deductible, plus 20% of charges</p>
<p><i>Hospice</i> <i>Inpatient Services</i></p> <p><i>Outpatient Services</i></p>	<p>No charge</p> <p>Note: If plan includes inpatient hospital facility copay, the inpatient hospital facility copay does not apply.</p> <p>No charge</p>	<p>80% after plan deductible</p> <p>Note: If plan includes an inpatient hospital facility deductible, the inpatient hospital facility deductible does not apply.</p> <p>80% after plan deductible</p>
<p><i>Bereavement Counseling</i> Services provided as part of Hospice Care <i>Inpatient (same coinsurance level as Inpatient Hospice Facility)</i> <i>Outpatient (same coinsurance level as Outpatient Hospice)</i> Services provided by Mental Health Professional</p>	<p>No charge</p> <p>No charge</p> <p>Covered under Mental Health benefit</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>Covered under Mental health benefit</p>
<p><i>Maternity Care Services</i> <i>Initial Visit to Confirm Pregnancy</i> Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).</p> <p><i>All Subsequent Prenatal Visits, Postnatal Visits, and Physician's Delivery Charges (i.e. global maternity fee)</i></p> <p><i>Office Visits in addition to the global maternity fee when performed by an OB or Specialist</i></p> <p><i>Delivery – Facility (Inpatient Hospital)</i></p>	<p>No charge after PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed</p> <p>No charge</p> <p>No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed</p> <p>100% after \$200 per admission copay</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><i>Abortion</i> Includes elective and non-elective procedures <i>Inpatient Facility</i></p>	<p>100% after \$200 per admission copay</p>	<p>80% after plan deductible</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Outpatient Surgical Facility</i></p> <p><i>Physician's Office</i></p> <p><i>Outpatient Professional Services</i></p> <p><i>Inpatient Professional Services</i></p>	<p>100% coinsurance</p> <p>No charge after \$20 per office visit copay</p> <p>No charge</p> <p>No charge</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><i>Family Planning Services</i></p> <p><i>Office Visits, Lab and Radiology Tests and Counseling</i></p> <p><i>Maximum: subject to plan's Preventive Care dollar maximum</i></p> <p><b>Note:</b> The standard benefit will include coverage for contraceptive devices (e.g. Depo-Provera, Norplant and Intrauterine Devices (IUDs). Diaphragms will also be covered when services are provided in the physician's office.</p> <p><i>Surgical Sterilization Procedure for Vasectomy/Tubal Ligation (excludes reversals)</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Inpatient Physician's Services</i></p> <p><i>Outpatient Physician's Services</i></p> <p><i>Physician's Office</i></p>	<p>No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed and billed.</p> <p><b>Note:</b> Charges billed by an independent x-ray/lab facility or outpatient hospital will be covered under the plan's x-ray/lab benefit.</p> <p>100% after \$200 per admission copay</p> <p>100% coinsurance</p> <p>No charge</p> <p>No charge</p> <p>No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed and billed.</p>	<p>80% after plan deductible</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Infertility Treatment - Optional Buy-up Benefit #2</b></p> <p>Coverage will be provided for the following services:</p> <ul style="list-style-type: none"> <li>• Testing and treatment services performed in connection with an underlying medical condition.</li> <li>• Testing performed specifically to determine the cause of infertility.</li> <li>• Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).</li> </ul> <p>Artificial Insemination, In-vitro, GIFT, ZIFT, etc).</p> <p><i>Office Visit (Lab and Radiology Test, Counseling)</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Facility</i></p> <p><i>Physician Services</i></p> <p>Unlimited lifetime maximum per member Includes all related services billed with an infertility diagnosis (i.e. x-ray or lab services billed by an independent facility).</p>	<p>No charge after the PCP or Specialist per office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services performed.</p> <p><b>Note:</b> Charges billed by an independent x-ray/lab facility or outpatient hospital will be covered under the plan's x-ray/lab benefit.</p> <p>100% after \$200 per admission copay</p> <p>100% coinsurance</p> <p>No charge</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><b>Organ Transplant</b></p> <p>Includes all medically appropriate, non-experimental transplants</p> <p><i>Inpatient Facility</i></p> <p><i>Physician's Services</i></p> <p><i>Travel Services Maximum- only available for Lifesource facilities</i></p>	<p>100% at Lifesource center after \$200 per admission copay, otherwise after \$200 per admission copay</p> <p>100% at Lifesource center; otherwise No charge</p> <p>\$10,000</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><b>Durable Medical Equipment</b></p> <p>\$10,000 maximum per calendar year</p>	<p>No charge</p>	<p>80% after plan deductible</p>
<p><b>External Prosthetic Appliances</b></p> <p>\$5,000 maximum per calendar year</p>	<p>No charge</p>	<p>80% after plan deductible</p>



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><b>Dental Care</b>  <i>Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth.</i></p> <p><i>Doctor's Office</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Surgical Facility</i></p> <p><i>Physician's Services</i></p>	<p>No charge after the PCP or Specialist per office visit copay;  No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed</p> <p>100% after \$200 per admission copay</p> <p>100% coinsurance</p> <p>No charge</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><b>TMJ - Surgical and Non-surgical</b>  <i>Provided on a limited, case by case basis. Always exclude appliances and orthodontic treatment. Subject to medical necessity.</i></p> <p><i>Doctor's Office</i></p> <p><i>Inpatient Facility</i></p> <p><i>Outpatient Surgical Facility</i></p> <p><i>Physician's Services</i></p>	<p>No charge after the PCP or Specialist per office visit copay;  No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services are performed and billed.</p> <p>100% after \$200 per admission copay</p> <p>100% coinsurance</p> <p>No charge</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p><b>Obesity/Bariatric Surgery Rider</b></p> <p>The following are specifically excluded with this buy-up:</p> <ul style="list-style-type: none"> <li>• Medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.</li> <li>• Weight loss programs or treatments whether prescribed or recommended by a physician or under medical supervision.</li> </ul>	<p>Note: Coverage is provided subject to medical necessity and clinical guidelines.</p>	

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Doctor's Office</i>	No charge after PCP or Specialist office visit copay; No charge after the PCP or Specialist per visit copay if only x-ray and/or lab services performed and billed.	80% after plan deductible
<i>Inpatient Facility</i>	100% after \$200 per admission copay	80% after plan deductible
<i>Outpatient Facility</i>	100% coinsurance	80% after plan deductible
<i>Physician's Services</i>	No charge	80% after plan deductible
<i>Routine Foot Disorders</i>	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.	Not covered, except for services associated with foot care for diabetes and peripheral vascular disease, when medically necessary.
<i>Vision Care</i> <i>Eye exam every 24 month period</i> <i>Eye Glasses/Contact Lenses not covered</i>	\$10 copayment per visit	80% after plan deductible



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Mental Health/Substance Abuse</i>	<p><i>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</i></p> <ul style="list-style-type: none"> <li>• Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>• Transition of Care benefits are provided for a 90-day time period.</li> </ul>	
<p><i>Mental Health and Substance Abuse (Combined)</i></p> <p><i>Inpatient</i></p> <p><u><i>Mental Health</i></u>  <b>Acute:</b> based on ratio of 1:1  <b>Partial:</b> based on a ratio of 2:1  <b>Residential:</b> based on a ratio of 2:1</p> <p><u><i>Substance Abuse (Alcohol &amp; Drug)</i></u>  <b>Acute Detox:</b> requires 24 hour nursing; based on a ratio of 1:1  <b>Acute Inpatient Rehab:</b> requires 24 hour nursing; based on a ratio of 1:1  <b>Partial:</b> based on a ratio of 2:1  <b>Residential:</b> based on a ratio of 2:1</p> <p><i>Outpatient</i></p> <p><i>Outpatient Group Therapy Mental Health (One group therapy session equals one individual therapy session)</i></p> <p><i>Intensive Outpatient</i>  Maximum: up to 3 programs per calendar year  Based on a ratio of 1:1</p>	<p>No charge after \$200 per admission deductible</p> <p>No charge after \$20 per visit copay</p> <p>No charge after \$20 per visit copay</p> <p>100% after \$100 per program copay</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>Subject to the same coinsurance and medical plan deductible as Outpatient MH visits</p> <p>80% after \$100 per program deductible</p>
<i>MH/SA Service Specific Administration</i>	<p>Partial Hospitalization, Residential Treatment and Intensive Outpatient Programs:</p> <p>The following administration will apply:</p> <ul style="list-style-type: none"> <li>• <b>Partial Hospitalization:</b> MH and/or SA partial hospitalization services maximum is 50% of the inpatient benefit maximum; e.g. day limits are combined (2:1 ratio). The coinsurance level for partial hospitalization services is the same as the coinsurance level for inpatient MH/SA services.</li> <li>• <b>Standard Option for Residential Treatment:</b> MH and/or SA Residential Treatment at 50% of Inpatient benefit; day limits are combined (2:1 ratio). Coverage only if approved through CBH Case Management.</li> <li>• <b>Intensive Outpatient Program (IOP):</b> MH and/or SA Intensive Outpatient Program at 1 to 1 Outpatient visits. Visit limits are combined with Outpatient Visit limits (1:1 ratio). Coverage only if approved through CBH Case Management.</li> </ul>	
<i>MH/SA Utilization Review &amp; Case Management</i>	<p>Inpatient and Outpatient Management (CAP):</p> <ul style="list-style-type: none"> <li>• CBH provides utilization review and case management for In-network and Out-of-network Inpatient Services and In-network Outpatient Management services.</li> <li>• Includes Lifestyle Management Program (Stress &amp; Tobacco)</li> </ul>	

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<p><i>Pre-existing Condition Limitation (PCL)</i></p>	<p>Applies to any injury or sickness for which a person receives treatment, incurs expenses or receives a diagnosis from a physician during the 90 days before the earlier of the date a person begins an eligibility waiting period or becomes insured for these benefits. Coverage for the pre-existing condition is excluded until one year of being continuously insured and/or is satisfying a waiting period.</p> <p>Usually the PCL is waived for the initial group, but if not, the insured will receive credit for any portion of the PCL waiting period that was satisfied under the previous plan if they are enrolled in the subsequent plan within 63 days (or the applicable timeframe required per state law).</p>	
<p><i>Pre-Admission Certification - Continued Stay Review</i></p> <p>*CIGNA's PAC/CSR is not necessary for Medicare Primary individuals</p> <p><i>Inpatient Pre-Admission Certification - Continued Stay Review (required for all inpatient admissions)</i></p> <p><i>Outpatient Prior Authorization (required for selected outpatient procedures and diagnostic testing).</i></p>	<p>Coordinated by Provider/PCP</p> <p>Coordinated by Provider/PCP</p>	<p><b>Mandatory:</b> Employee is responsible for contacting CIGNA Healthcare. Penalties for non-compliance:</p> <ul style="list-style-type: none"> <li>- 50% penalty applied to hospital inpatient charges for failure to contact CIGNA Healthcare to precertify admission up to maximum of \$300.</li> <li>- Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</li> <li>- Benefits are denied for any additional days not certified by CIGNA Healthcare.</li> </ul> <p><b>Mandatory:</b> Employee is responsible for contacting CIGNA Healthcare. Penalties for non-compliance:</p> <ul style="list-style-type: none"> <li>- 50% penalty applied to outpatient procedures/diagnostic testing charges for failure to contact CIGNA Healthcare to precertify.</li> <li>- Benefits are denied for any outpatient procedures/diagnostic testing reviewed by CIGNA Healthcare and not certified.</li> </ul>
<p><i>Case Management</i></p>	<p>Coordinated by CIGNA Healthcare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost-effective care while maximizing the patient's quality of life.</p>	



## Your prescription drug benefit at a glance

### Medco By Mail:

- You can get up to a **90-day supply** of covered medication.
- You pay a **\$10** co-payment for all drugs.
- Standard shipping is free.

### Retail pharmacy:

- You can get up to a **30-day supply** of covered medication.
- You pay a **\$10** co-payment for **generic** drugs.
- You pay a **\$15** co-payment for **brand-name** drugs

## Your pharmacy options

### Retail pharmacies

You may want to use a **participating retail pharmacy** for short-term prescriptions (such as antibiotics to treat infections). Be sure to show your prescription drug ID card to the pharmacist. You'll pay your retail payment for each prescription.

To find a participating retail pharmacy near you:

- Visit **www.medco.com** and click "Locate a pharmacy."
- Ask at your retail pharmacy whether it participates in the Medco network.

**If you use a nonparticipating retail pharmacy**, you must pay the entire cost of the prescription and then submit a reimbursement claim to Medco. Plans that allow members to use nonparticipating retail pharmacies generally reimburse the amount the drug would have cost at a participating retail pharmacy, minus your retail payment.

If you use a nonparticipating pharmacy, your plan may not reimburse the cost of your prescriptions. You can call Member Services to find out whether your plan reimburses for costs incurred at a nonparticipating pharmacy.

### Medco By Mail pharmacies

**Over 6 million members** enjoy the convenience and savings of having their long-term medications (those taken for 3 months or more) delivered to their

home or office. Medications are dispensed by **Medco By Mail** pharmacists through our network of mail-order pharmacies.

Medco By Mail advantages:

- **Get up to a 90-day supply** (compared with a typical 30-day supply at retail) of each covered medication for **just one mail-order payment**.
- **Registered pharmacists** are available 24 hours a day, 7 days a week.
- **Order refills** online, by mail, or by phone—anytime day or night. To order online, register at [www.medco.com](http://www.medco.com). Refills are usually delivered within 3 to 5 days after we receive your order.
- **Choose a convenient payment option**—Medco offers two safe, convenient automatic payment options for prescription orders. You can use e-check to have payments automatically deducted from your checking account. Or you can use AutoCharge to have payments automatically charged to the credit card of your choice. You can also pay for individual orders by money order, personal check, or credit card. For more information, visit [www.medco.com](http://www.medco.com) or call Member Services.
- **Standard shipping is free.**

#### How to start saving with Medco By Mail

- 1 When using Medco By Mail, be sure to ask your doctor to write a prescription for up to a **90-day supply** of each medication (plus refills for up to 1 year, if appropriate).
- 2 Fill out the enclosed Medco By Mail order form.
- 3 Send the completed form, your prescription, and your payment in the Medco By Mail envelope provided.

Your medication will usually be delivered within 8 days after we receive your order. If you are currently taking a medication, be sure to have at least a 14-day supply on hand when ordering. If you don't have enough, ask your doctor to give you a 14-day prescription to fill at a participating retail pharmacy while your mail-order prescription is being processed.